

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

**Monday, July 25, 2016**

**7:00 PM**

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

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

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

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

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1. **Call to Order**
2. **Prayer/Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Modifications**
5. **Executive Session Requests**
6. **Special Presentations and Citizen Comments**
  - a) Hero's Ride
  - b) Chamber of Commerce Update
7. **Public Hearing(s)**
8. **Mayor/Council Reports**
9. **Approval of Minutes**
  - a) Regular Meeting Minutes of July 12, 2016

10. **OLD BUSINESS**

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

**Bob Myron, Chairman**; Bill Woeste, Vice Chairman; Debbie Pennington, Member

- (1) Ordinance providing for the submission to the electors of the City of Fairfield, Ohio of a proposed amendment to the Charter of said city at a special election to be held and conducted on Tuesday, November 8, 2016 to amend Section 8.03 of the Charter to abolish the Board of Building Appeals and provide that the powers, duties and functions of the former Board of Building Appeals be performed in all respects by the Board of Zoning Appeals.

- Ordinance – Second Reading

(B) **DEVELOPMENT SERVICES COMMITTEE**

**Bill Woeste, Chairman**; Bob Myron, Vice Chairman; Mike Snyder, Member

- (1) Ordinance accepting five (5) separate sections of existing water main as public improvements to be maintained by the City of Fairfield.

- Ordinance – Second Reading

## 11. NEW BUSINESS

(A) **PUBLIC SAFETY COMMITTEE**

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

- (1) Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Lisa Grocery Store, LLC, 5080 Pleasant Avenue, Unit C, Fairfield, OH 45014. (Permit Classes: C1 & C2)

(B) **PUBLIC WORKS COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to execute a Local Public Agency (LPA) agreement with Ohio Department of Transportation (ODOT) for financial assistance for improvements to Route 4 between Seward Road and the north corporation limits and declaring an emergency.

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

- (2) Ordinance to authorize the City Manager to enter into a contract with Carpenter Marty Transportation for the design of paving improvements on Route 4 between Seward Road and Bobmeyer Road.

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

(C) **FINANCE & BUDGET COMMITTEE**

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

- (1) Resolution declaring the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors to be insufficient and declaring the necessity of an additional tax levy of two and one-half (2.5) mills in excess of such rate for the purpose of providing funds for the operational and capital expenses of the Fire Department of the City of Fairfield, Ohio and other purposes authorized under Ohio Revised Code Section 5705.19(I) and declaring an emergency.

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

- (2) Ordinance levying special assessments for the repair of sidewalks (including aprons) in the City of Fairfield, Ohio and declaring an emergency.

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

- (3) Ordinance to amend Ordinance No. 107-15 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2016, and ending December 31, 2016.”

\*Reconcile Accounts

- Motion – Read by Title Only (Optional)

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

- (4) Ordinance to amend Ordinance No. 107-15 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2016, and ending December 31, 2016.”

\*Contractual Appropriations – \$60,000 for design of paving improvements on Route 4 between Seward Road and Bobmeyer Road.

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

- (5) Ordinance to amend Ordinance No. 107-15 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2016, and ending December 31, 2016.”

\*Non-Contractual Appropriations – \$30,549 for Fire Department Facilities Energy Upgrades; \$4,000 for upgrades to power supplies for computer workstations and upgrade of computers; \$49,900 for upgrade to wireless communications equipment network; \$30,958 for purchase and outfitting of Ford F-150 4x4 Pickup Truck for Water Division; \$15,000 for purchase of seven (7) fire hydrants.

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

## 12. Meeting Schedule

Monday, August 8	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, September 12	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, September 26	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  
JULY 12, 2016

**Call to Order**

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

**Prayer/Pledge of Allegiance**

Fairfield VFW Post 1069 presented the colors and led in prayer and the Pledge of Allegiance.

**Roll Call**

Clerk Wilson called the roll of Council. Present members were Councilmember Bob Myron, Councilmember Craig Keller, Councilmember Tim Abbott, Councilmember Chad Oberson, Councilmember Mike Snyder, and Councilmember Bill Woeste.

Councilmember Abbott, seconded by Councilmember Keller, moved to excuse Councilmember Pennington. Motion carried 6-0.

**Agenda Modifications**

No agenda modifications.

**Executive Session Requests**

No Executive Session requests.

**Special Presentations and Citizen Comments**

**Oath of Office – Joseph Mollmann, Police Officer**

Councilmember Keller administered the ceremonial oath of office for Police Officer Joseph Mollmann.

**Proclamation – Todd Kristoff, Ohio Army National Guard Retirement**

Mayor Miller presented Sgt. 1st Class Todd Kristoff with a proclamation in honor of his 32 years of service with the US Army and Ohio National Guard. Sgt. 1st Class Kristoff spoke of what an honor it was to receive such recognition and told a little about his time in the military.

Mardia Shands, 5780 Windermere Lane, addressed council regarding the recent police-involved shootings, and made requests for policies and procedures to be reviewed so that Fairfield does not end up in the same situation. Police Chief Mike Dickey assured her that her requests are already part of the department procedure, as well as their accreditation process. Ms. Shands' full statement is attached to these minutes.

**Public Hearing(s)**

**2017 Tax Budget**

Mayor Miller opened the public hearing at 7:30 PM. Clerk Wilson read the hearing notice. City Manager Wendling explained the 2017 tax budget, with total revenues just over \$28 million and expenses at just over \$29 million. Mayor Miller closed the public hearing at 7:35 PM.

### **Mayor/Council Reports**

Councilmember Woeste mentioned that the first meeting of the new opiate task force went very well.

Councilmember Snyder welcomed a new employee in Wastewater Division, David Reis, who was hired as a Maintenance Electrician.

Councilmember Oberson announced that the paving projects are complete and the striping will be wrapping up soon. He also mentioned that the Gilmore/Rt. 4 project is still on-going.

Councilmember Keller noted a couple of letters received by the police and fire departments in recognition of their service. He reiterated his thanks to both departments for all that they do.

Councilmember Myron announced that the First Ward Parks & Recreation Board vacancy will be posted for applications for 30 days.

### **Approval of Minutes**

#### **Regular Meeting Minutes of June 13, 2016**

- The Regular Meeting Minutes of June 13, 2016 were approved as written and submitted.

### **OLD BUSINESS**

### **NEW BUSINESS**

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

**Bob Myron, Chairman; Bill Woeste, Vice Chairman; Debbie Pennington, Member**

Ordinance providing for the submission to the electors of the City of Fairfield, Ohio of a proposed amendment to the Charter of said city at a special election to be held and conducted on Tuesday, November 8, 2016 to amend Section 8.03 of the Charter to abolish the Board of Building Appeals and provide that the powers, duties and functions of the former Board of Building Appeals be performed in all respects by the Board of Zoning Appeals.

Councilmember Bob Myron, seconded by Councilmember Tim Abbott moved to read the following ordinance by title only. Motion Carried 6-0.

Background: City Manager Wendling explained that the Charter Review Commission has recommended an ordinance to abolish the Board of Building Appeals, due to the fact that there has not been any need for the board to meet in some time. The recommendation is for the Board of Zoning Appeals to absorb the duties of the Board of Building Appeals, in the event that there is a case that needs to be heard.

Legislative Action: Councilmember Myron presented the first reading of this ordinance.

#### **PUBLIC UTILITIES COMMITTEE**

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

Ordinance to authorize the City Manager to enter into a contract with Horizon Brothers Painting for the cleaning, repairing and painting of the Mack Road Water Storage Tower.

Councilmember Mike Snyder, seconded by Councilmember Craig Keller moved to read the following ordinance by title only. Motion Carried 6-0.

Background: City Manager Wendling recommended a contract with Horizon Brothers Painting for cleaning, repairing and painting the Mack Road Water Storage Tower. Legislative Action: Councilmember Snyder presented the first reading of this ordinance.

Councilmember Mike Snyder, seconded by Councilmember Tim Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Mike Snyder, seconded by Councilmember Bill Woeste moved to adopt. Motion Carried 6-0. ORDINANCE NO. 61-16. APPROVED 6-0.

#### **DEVELOPMENT SERVICES COMMITTEE**

**Bill Woeste, Chairman; Bob Myron, Vice Chairman; Mike Snyder, Member**

Ordinance accepting five (5) separate sections of existing water main as public improvements to be maintained by the City of Fairfield.

Councilmember Bill Woeste, seconded by Councilmember Craig Keller moved to read the following ordinance by title only. Motion Carried 6-0.

Background: City Manager Wendling recommended an ordinance to accept five sections of water main as public improvements. This project has been several years in the planning stages and is finally complete. Legislative Action: Councilmember Woeste presented the first reading of this ordinance.

#### **FINANCE & BUDGET COMMITTEE**

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

Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to read the following legislation by title only. Motion Carried 6-0.

Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2017 and submitting the same to the Butler County Auditor and declaring an emergency.

Background: City Manager Wendling recommended a resolution to adopt the tax budget for 2017, as discussed in the public hearing. Legislative Action: Councilmember Abbott presented the first reading of this resolution.

Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 6-0. RESOLUTION NO. 6-16. APPROVED 6-0.

Resolution declaring the necessity of an additional levy in excess of the ten-mill limitation and requesting the County Auditor to certify the total current tax valuation of the City of Fairfield and the dollar amount of revenue that would be generated by a specified number of mills and declaring an

emergency.

Background: City Manager Wendling recommended a resolution to declare necessity of an additional levy. This resolution will ask the County Auditor to certify the tax valuation and dollar amount generated by an additional levy. Legislative Action: Councilmember Abbott presented the first reading of this resolution.

Councilmember Tim Abbott, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 6-0. Councilmember Tim Abbott, seconded by Councilmember Craig Keller moved to adopt. Motion Carried 6-0. RESOLUTION NO. 7-16. APPROVED 6-0.

Ordinance to amend Ordinance No. 107-15 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2016, and ending December 31, 2016."

Background: City Manager Wendling recommended the following Contractual Appropriations – \$374,000 for Mack Road Water Storage Tower project. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to adopt. Motion Carried 6-0. ORDINANCE NO. 62-16. APPROVED 6-0.

Ordinance to amend Ordinance No. 107-15 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2016, and ending December 31, 2016."

Background: City Manager Wendling recommended the following Non-Contractual Appropriations – \$32,000 for purchase of air release valves for Wastewater Division Broadview Relief Sewer Lift Station Force Mains; \$25,000 for routine cleaning of Wastewater Division's Anaerobic Digester #2; \$32,000 for Joe Nuxhall Way Sanitary Sewer Force Main Installation Project; \$21,000 for Cisco network equipment support agreement; \$25,994 for project administration and inspection services for Mack Road Water Storage Tower project; \$8,350 for improvements to Village Green Park/Town Center Campus; \$7,369 for purchase of Exmark 60" Turf Tracer walk-behind mower. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Bob Myron moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Tim Abbott, seconded by Councilmember Craig Keller moved to adopt. Motion Carried 6-0. ORDINANCE NO. 63-16. APPROVED 6-0.

### **Meeting Schedule**

Clerk Wilson read the following meeting schedule:

- Monday, July 25 Regular Meeting, 7:00 p.m.
- Monday, August 8 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, September 12 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

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

No Executive Session.

**Adjournment**

The Regular Meeting of Council adjourned at 7:45 PM.

ATTEST:

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

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

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

# DEPARTMENTAL CORRESPONDENCE

City  
of  
Fairfield



TO Mayor Miller and City Councilmembers  
FROM Thomas Montgomery, Chairperson, Charter Review Commission

SUBJECT Charter Review Commission Recommendation

DATE 06/15/2016

Please be advised at the Charter Review Commission Meeting held on Tuesday, June 14, 2016, the Charter Review Commission voted 5-0 in favor of recommending an ordinance to Council for consideration titled "Ordinance providing for the submission to the electors of the City of Fairfield, Ohio of a proposed amendment to the Charter of said city at a special election to be held and conducted on Tuesday, November 8, 2016 to amend Section 8.03 of the Charter to abolish the Board of Building Appeals and provide that the powers, duties and functions of the former Board of Building Appeals be performed in all respects by the Board of Zoning Appeals."

Thomas Montgomery  
Chairperson

Aaw

Attachment

c: Alisha Wilson, Clerk of Council  
Mark Wendling, City Manager  
John Clemmons, Law Director  
Timothy Bachman, Development Services Director  
Rick Helsinger, Supt., Building Inspection & Zoning  
File

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

ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRFIELD, OHIO OF A PROPOSED AMENDMENT TO THE CHARTER OF SAID CITY AT A SPECIAL ELECTION TO BE HELD AND CONDUCTED ON TUESDAY, NOVEMBER 8, 2016 TO AMEND SECTION 8.03 OF THE CHARTER TO ABOLISH THE BOARD OF BUILDING APPEALS AND PROVIDE THAT THE POWERS, DUTIES AND FUNCTIONS OF THE FORMER BOARD OF BUILDING APPEALS BE PERFORMED IN ALL RESPECTS BY THE BOARD OF ZONING APPEALS.

WHEREAS, the Charter Review Commission has recommended to the City Council pursuant to §8.06(B) of the Fairfield City Charter that Section 8.03 of the Charter be amended to abolish the Board of Building Appeals and provide that the powers, duties and functions of the former Board of Building Appeals be performed in all respects by the Board of Zoning Appeals; and

WHEREAS, by two-thirds (2/3) vote, Council desires to submit such amendment to the electors of the City of Fairfield, Ohio at a special election to be held and conducted on Tuesday, November 8, 2016, in accordance with Section 9, Article XVIII of the Ohio Constitution.

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

Section 1. A proposed amendment to the Charter of the City of Fairfield, Ohio be submitted to the electors of the City of Fairfield, Ohio, for adoption or rejection at a special election to be held and conducted on Tuesday, November 8, 2016. The proposed amendment is to amend Section 8.03 of the Charter of the City of Fairfield, Ohio, to read as follows:

**§8.03 Board of Building Appeals.**

**(A) THE BOARD OF BUILDING APPEALS IS HEREBY ABOLISHED. THE POWERS, DUTIES AND FUNCTIONS AS PROVIDED UNDER THIS CHARTER AND THE ORDINANCES AND RESOLUTIONS OF THE CITY FOR THE FORMER BOARD OF BUILDING APPEALS SHALL BE ASSUMED AND PERFORMED IN ALL RESPECTS BY THE BOARD OF ZONING APPEALS. [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. Members of the Board shall serve for overlapping terms of office of four years each, except that the members first appointed under this Charter shall serve for the following terms: three shall serve terms of office of two years each and three shall serve terms of office of four years each; and thereafter each member shall serve a four year term of office.]**

~~[(B) 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 heating engineer, a master plumber, and an attorney at law licensed to practice law in Ohio. The builder, mechanical engineer, electrician, heating engineer, and plumber shall, to the extent feasible, have at least five years' experience in the building construction industry. Failure of members of the Board to meet the occupational and experience qualifications as set forth in this Division shall not cause a forfeiture of their office nor invalidate any action taken by the Board.]~~

~~[(C) The Board of Building Appeals shall have those powers, duties and functions as provided under this Charter and the ordinances and resolutions of the City.]~~

Section 2.

The Clerk of Council is hereby directed to certify the amendment as set forth in Section 1 above to the Board of Elections of Butler County, Ohio for submission to the electors of the City of Fairfield, Ohio at a special election to be held on Tuesday, November 8, 2016 in accordance with the Constitution and laws of the State of Ohio.

Section 3.

The amendment set forth herein shall be submitted in such a way as to allow votes thereon to be cast separately from votes cast on any other question. Said amendment shall be designated on the ballot by its descriptive title as hereinafter set forth. The adoption of such amendment by its descriptive title shall have the effect of adopting its text in full as set forth in this ordinance. The form of the ballot to be used at the special municipal election shall be as follows:

OFFICIAL QUESTIONS AND ISSUES BALLOT  
CITY OF FAIRFIELD, STATE OF OHIO  
SPECIAL ELECTION, TUESDAY, NOVEMBER 8, 2016  
PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF FAIRFIELD,  
OHIO  
A MAJORITY AFFIRMATIVE VOTE IS NECESSARY FOR PASSAGE

Shall Section 8.03 of the Charter of the City of Fairfield, Ohio be amended to provide that the Board of Building Appeals is abolished and that the powers, duties and functions of the former Board of Building Appeals be performed in all respects by the Board of Zoning Appeals?

FOR THE ADOPTION OF THE PROPOSED AMENDMENT YES  
AGAINST THE ADOPTION OF THE PROPOSED AMENDMENT NO

Section 4. The Clerk of Council shall cause the full text of this ordinance and the proposed Charter amendment contained herein to be published in accordance with Section 9 of Article XVIII of the Ohio Constitution and Section 731.211 of the Ohio Revised Code.

Section 5. The Board of Elections of Butler County, Ohio shall certify to the Council and Mayor of the City of Fairfield, Ohio the result of the vote upon said amendment and if said amendment is approved by a majority of those voting thereon it shall become a part of the Charter of the City of Fairfield, Ohio. The Board of Elections of Butler County, Ohio, shall, if it is approved by the electors, certify such amendment to the Secretary of State within thirty days as provided by Section 9 of Article XVIII of the Ohio Constitution.

Section 6. The Clerk of Council, City Manager and Director of Law are hereby authorized to take any other actions required to submit such amendment to the electors of the City of Fairfield, Ohio, on the date fixed in this ordinance.

Section 7. This ordinance shall take effect immediately upon its passage in accordance with §4.07(A)(4) of the Fairfield City Charter.

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

ATTEST:

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

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

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

Item No. 11(C)(1)

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

Date 7-11-16

**Item:**

An ordinance authorizing the City Manager and Director of Public Utilities to accept five separate sections of water main as one public water main.

**Financial Impact:**

There is no financial impact with the acceptance. Maintenance will be provided, but no capital dollars were used to construct the water main.

**Synopsis:**

This water main is located between Port Union Rd. and Union Centre Blvd., and completes a loop within the City's water system. The attached exhibit provides details regarding the location of the water main and the deed book and page numbers of the existing easements.

**Background:**

Looping the City's water line between Port Union Rd. and Union Centre Blvd. has been in the planning stages for 10 years. Construction of the water main was completely implemented by four different entities of the private sector via development requirements. This water line provides better water quality and fire protection for its users; the City's largest water user, Koch Foods, is provided redundancy of service by this water line.

**Recommendation:**

It is recommended that City Council have first reading on this item at the July 11 meeting.

<b>Legislative Actions:</b>	Rules Suspension and Adoption Requested?	No
	Emergency Provision Needed?	No

Prepared by: Lynnda McQuinn  
Approved for Content by: Kimberly Boehman  
Financial Review (where applicable): May Hays  
Legal Review (where applicable): John H. Clemmons  
Accepted for Council Agenda: Alisa Wilson

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

ORDINANCE ACCEPTING FIVE (5) SEPARATE SECTIONS OF EXISTING  
WATER MAIN AS PUBLIC IMPROVEMENTS TO BE MAINTAINED BY  
THE CITY OF FAIRFIELD.

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

Section 1. The Council of the City of Fairfield, Ohio does by this ordinance accept five (5) separate sections of existing water main as public improvements to be maintained by the City of Fairfield. The five (5) sections of water main are identified in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

ATTEST:

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

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

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



CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

**ITEM:**

July 25, 2016

Liquor permit application in the name of Lisa Grocery Store, LLC, 5080 Pleasant Avenue, Unit C, Fairfield, OH 45014 (Permit Classes: C1 & C2).

**FINANCIAL IMPACT:**

No financial impact.

**SYNOPSIS:**

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 & C2 permit for the above liquor permit applicant.

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that City Council request, by simple motion, that no hearing be held on the liquor permit application in the name of Lisa Grocery Store, LLC, 5080 Pleasant Avenue, Unit C, Fairfield, OH 45014 (Permit Classes: C1 & C2).

**LEGISLATIVE ACTION REQUIRED:** Simple Motion of Council

Prepared by: Heather Wilson  
Approved for Content by: Heather Wilson  
Financial Review (where applicable) by: Maya Hogan  
Legal Review (where applicable) by: Scott Cummings  
Accepted by Council Agenda: Heather Wilson

# DEPARTMENTAL CORRESPONDENCE

11/17/16

City  
of  
Fairfield



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

FROM Alisha Wilson, Clerk of Council

SUBJECT Request for Background Check – Liquor Permit

DATE 07/11/2016

Attached is a liquor permit application in the name of Lisa Grocery Store LLC, 5080 Pleasant Avenue, Unit C, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me **no later than 3:00 PM on Monday, July 18, 2016.**

This item will be added to Council's Regular Meeting agenda of Monday, July 25, 2016.

Thank you for your assistance.

c: Mark Wendling, City Manager  
File

**NOTICE TO LEGISLATIVE  
AUTHORITY**

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

TO

5227975		NEW		LISA GROCERY STORE LLC 5080 PLEASANT AV UNIT C FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
06 14 2016				
ISSUE DATE		FILING DATE		
C1 C2		PERMIT CLASSES		
09	011	A	B25967	
TAX DISTRICT		RECEIPT NO.		

FROM 07/06/2016

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



MAILED 07/06/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN.

08/08/2016

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES

**A NEW 5227975**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF FAIRFIELD CITY COUNCIL  
5350 PLEASANT AV  
FAIRFIELD OHIO 45014**

5227975 PERMIT NBR  
LISA GROCERY STORE LLC  
5080 PLEASANT AV UNIT C  
FAIRFIELD OH 45014

\*\*\*\*\*

LILADHAR BASTOLA

07/01/2016 ACTIVE

MNMB5%V5%M

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE

# DEPARTMENTAL CORRESPONDENCE

City  
of  
Fairfield



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

SUBJECT Liquor Permit Application

DATE 7/14/16

The business at 5080 Pleasant Ave., in the name of Lisa Grocery Store LLC is in the D-1A, Downtown District Modified and a retail store is a permitted use within the D-1A zoning district. The consumption of alcohol on-site would require a Conditional Use Permit from the Planning Commission.

A handwritten signature in blue ink that reads "Timothy Bachman".

Timothy Bachman  
Development Services Director

lkm

# 5080 PLEASANT AVE.



NAME OF ESTABLISHMENT Lisa Grocery Store  
ADDRESS 5080 Pleasant Ave., Unit C  
Fairfield, OH 45014

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

REMARKS: \_\_\_\_\_

  
Acting Chief of Police

HEARING REQUESTED: Yes  No

Date: July 15, 2016

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11(B)

DATE: 07/25/2016

**ITEM:**

Ohio Department of Transportation (ODOT) Local Public Agency (LPA) Agreement for BUT-SR 4-1.37 (PID 98532).

**FINANCIAL IMPACT:**

No immediate financial impact.

**SYNOPSIS:**

It is necessary for City Council to authorize the City Manager to execute an LPA Agreement with ODOT for financial assistance for improvements to Route 4 between Seward Road and the north corporation limits. Work will include asphalt resurfacing, some curb replacement, and some base failure replacement. By acting as the LPA, the City will administer the design and construction of this project. This project will be funded in part by ODOT's Urban Paving Program for state routes within municipal corporations.

The northerly one half mile of the project is split between the Cities of Fairfield and Hamilton. This work will require a separate agreement between the cities in order to be included with this project. That agreement will be finalized once preliminary engineering has begun. Once a detailed engineer's opinion of cost is developed, the City and State will be able to better prioritize all of the proposed improvements.

**BACKGROUND:**

This project was approved for funding assistance for construction by ODOT and has been programmed for 2018 construction.. The project is programmed in the current 2016-2020 CIP as PWA-16-103. ODOT will be funding approximately 50% of total project costs and the City's portion will be approximately \$1,800,000. This money is currently programmed for 2017 but will be able to be moved to 2018 once the City has been accepted to administer this project.

The City applied for special permission to administer this project because Route 4 is part of the National Highway System (NHS). This permission was granted on June 29, 2016. The engineering for this project will begin later this year. No right of way acquisition is anticipated for this project.

**STAFF RECOMMENDATION:**

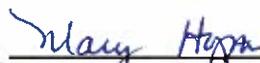
It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute the LPA agreement with ODOT for the City to administer engineering and construction of the BUT-SR 4-1.37 (PID 98532) project. A suspension of the rules and emergency provisions are being requested in order to begin the process of selecting a design engineer this fall.

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

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

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 8 • 505 SOUTH STATE ROUTE 741 • LEBANON, OH 45036  
JOHN KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • TAMMY K. CAMPBELL, P.E., DISTRICT 8 DEPUTY DIRECTOR

July 5, 2016

Ben Mann, P.E.  
City Engineer  
City of Fairfield  
8870 N. Gilmore Road  
Fairfield, OH 45014

Re: BUT-SR 4-1.37  
PID # 98532

Dear Mr. Mann:

Attached are two copies of the LPA Agreement for the above referenced project. Please secure the signature of the City Manager and return them to this office, along with legislation that provides the City Manager the authority to enter into the Agreement.

Please note that the City should enter the DUNS Number on the top of pages 1 and 16 (this number can typically be obtained from the LPA's Finance/Auditing Department). The City should also select one of the methods for "Recovery of Direct Labor, Overhead and/or Fringe Costs" in Section 15.1 of the Agreement, or indicate that the City does not intend to recover costs for construction engineering/inspection.

Should you have any questions or need additional information, please advise.

Respectfully,

Scott A. Brown, P.E.  
District 8 LPA Coordinator

SAB:sab

Attachments

c: Project File (w/ Attachments)

## BUT-SR 4-1.37 FY 18 URBAN PAVING

COUNTY-ROUTE-SECTION

**98532**

PID NUMBER

**27842**

AGREEMENT NUMBER

DUNS NUMBER

### LPA NON-FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Fairfield**, hereinafter referred to as the LPA, **5350 Pleasant Avenue, Fairfield, OH 45014**.

#### 1. PURPOSE

- 1.1 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable State laws and regulations with oversight by ODOT.
- 1.2 The **FY 2018 Urban Paving in the City of Fairfield of SR-4 from south of Seward to the northern corp. limit** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive State funding.
- 1.3 The LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for the State fund involved.
- 1.4 It is the mutual desire of both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the PROJECT.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the State funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

#### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
  - a. Section 5501.03(D) of the ORC;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures.
- 2.2 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. **FUNDING**

- 3.1 The total cost for the PROJECT is estimated to be **\$3,399,000** as set forth in Attachment 1. ODOT shall provide to the LPA **80 percent** of the eligible costs, **in accordance with ODOT's Urban Paving Program Policy (mill and fill of up to the top 3" of asphalt, final pavement markings, and RPMs)**. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. **PROJECT DEVELOPMENT AND DESIGN**

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to install and/or repair, prior to the construction commencement date of the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act and/or allow ODOT to proceed with, as part of the highway improvement, the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.
- 4.4 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates <http://www.dot.state.oh.us/drrc/Pages/default.aspx>.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC sections 153.65 through 153.71. The prequalified list is available on the ODOT web page at [www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT)
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. **ENVIRONMENTAL RESPONSIBILITIES**

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right of way acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and acquired right of way is required for this PROJECT, the LPA shall certify that the right of way has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Prequalified Consultant through a Qualifications Based Selection process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that such right of way has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. **ADVERTISING, SALE AND AWARD**
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Upon approval of the Plan Package Submittal by the Office of Local Projects, the LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents.
- 7.4 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.
- 7.6 In accordance with Section 153.54, et. seq. of the ORC, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent

of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.

- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under ORC 9.24, or that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction Contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA elects to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be

due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.6 Payment or reimbursement to the LPA shall be submitted to:

**Mark T. Wendling, City Manager  
City of Fairfield  
5350 Pleasant Avenue  
Fairfield, OH 45014**

- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all state funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any State-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

10. **NONDISCRIMINATION**

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) requirements, as defined in ORC 123.152, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. To meet this requirement, EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Encouraging Diversity, Growth and Equity (EDGE) requirements. EDGE participation goals (subcontracts, materials, supplies) have been set on this project for those EDGE firms who have been certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code 123.152, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

**WAIVER PROCESS FOR EDGE GOALS**

In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of EDGE subcontractors. In the event the Contractor is unable to meet the EDGE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the EDGE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the State funds.

**11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE**

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

**12. TERMINATION; DEFAULT AND BREACH OF CONTRACT**

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of

such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

**Mark T. Wendling  
City Manager  
5350 Pleasant Avenue  
Fairfield, OH 45014**

If to ODOT:

**Tammy K. Campbell, P.E.  
District 8 Deputy Director  
505 South State Route 741  
Lebanon, OH 45036**

15. **GENERAL PROVISIONS**

15.1 **Recovery of Direct Labor, Overhead, and/or Fringe Costs:**

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:<sup>1</sup>

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>2</sup>
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>3</sup>
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate<sup>4</sup>
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LTAP Manual of Procedures.

- 15.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after payment of the LPA's final voucher for payment or reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As ODOT may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA or ODOT, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.3 **Ohio Ethics Laws:** Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

---

<sup>1</sup> **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

<sup>2</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>5</sup> Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

- 15.4 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.5 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.6 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.7 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.8 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**LPA: CITY OF FAIRFIELD**

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Mark T. Wendling  
Title: City Manager

By: \_\_\_\_\_  
Jerry Wray  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES USES	LPA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100			0		
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0		
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0		
CONSTRUCTION – ELIGIBLE ITEMS	\$412,500	20	LNTF	\$1,650,000	80	4PS7	\$2,062,500
CONSTRUCTION – 100% CITY ITEMS	\$1,237,500	100	LNTF		0		\$1,237,500
CONST ENGR – ELIGIBLE ITEMS	\$12,375	20	LNTF	\$49,500	80	4PS7	\$61,875
CONST ENGR – 100% CITY ITEMS	\$37,125	100	LNTF		0		\$37,125
<b>TOTALS</b>	<b>\$1,699,500</b>			<b>\$1,699,500</b>			<b>\$3,399,000</b>

**Attachment 2**

**BUT-SR 4-1.37 FY 18 URBAN PAVING**

COUNTY-ROUTE-SECTION

**98532**

PID NUMBER

**27842**

AGREEMENT NUMBER

DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We \_\_\_\_\_ request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_ be paid directly to \_\_\_\_\_.

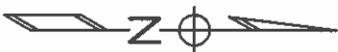
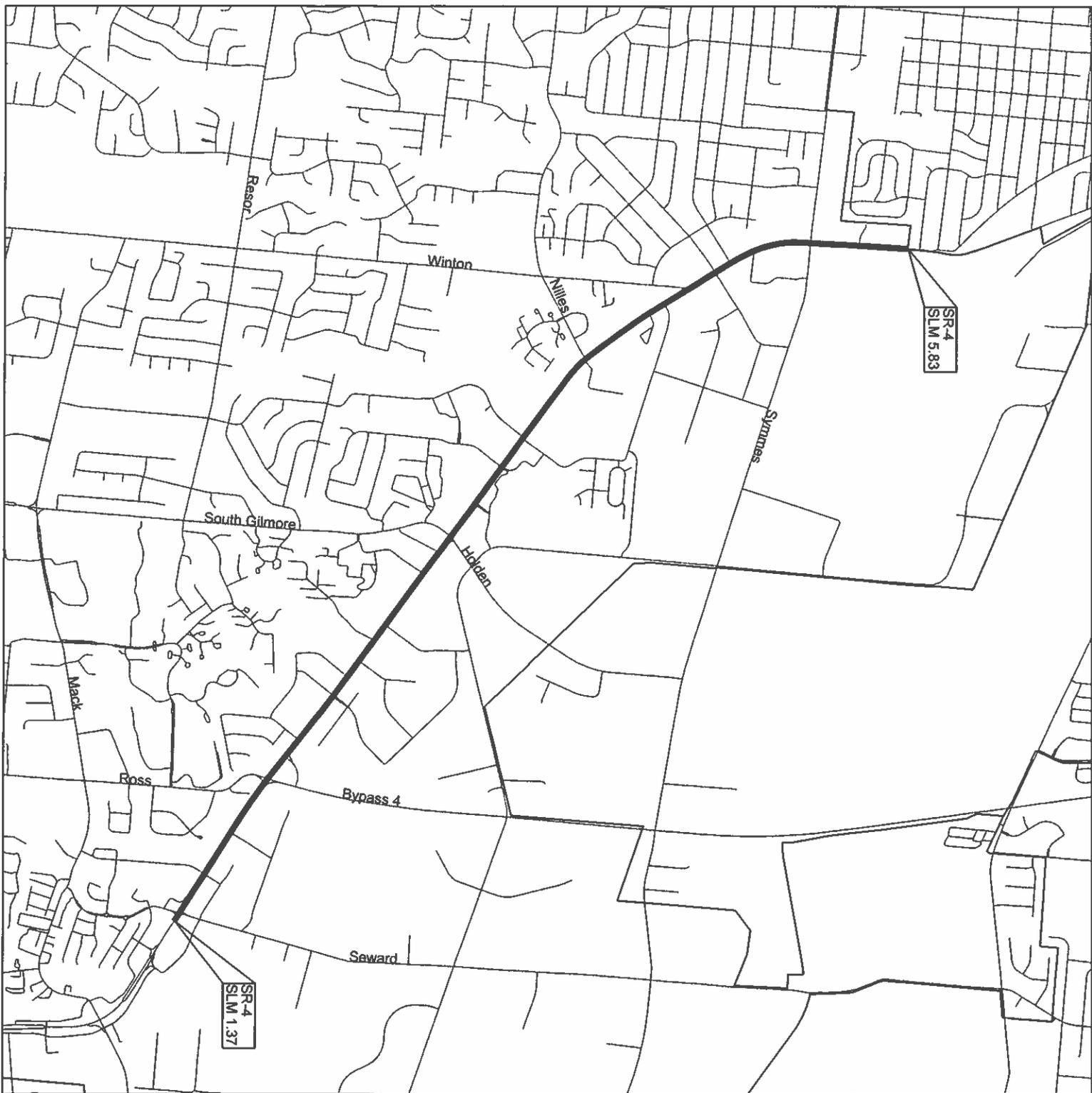
Contractor Name:  
OAKS Vendor ID:  
Mailing Address:

\_\_\_\_\_  
LPA signature

LPA Name:  
OAKS Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

BUT-SR4-1.37  
(PID 98532)





# OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

June 29, 2016

Mr. Ben Mann, P.E.  
City Engineer  
City of Fairfield  
8870 N. Gilmore Road  
Fairfield, Ohio 45014

Re: Request for Local Administration of NHS Project: BUT-SR 4-1.37 Resurfacing Project (PID 98532)

Dear Mr. Mann:

The Ohio Department of Transportation is in receipt of, and has reviewed your request for Local Administration of the above noted project.

Based on our review, the Department has concluded that the proposed work, consisting primarily of resurfacing, will minimally impact the NHS facility.

In accordance with the Department's policy on Locally-Administered Transportation Projects (Policy No. 25-001(P)), as well as the supporting documentation provided, the Department hereby concurs and approves the City of Fairfield's request to locally administer this NHS project.

Please feel free to contact me at (614)466-2032 or Nichole Wade at (614)752-6581, should there be any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeffery Peyton".

Jeffery Peyton  
Local Programs Manager  
Office of Local Programs

c: Scott Brown, ODOT District 8

U.S. Department of Transportation

## Federal Highway Administration

1200 New Jersey Avenue, SE  
Washington, DC 20590  
202-366-4000

### Federal Highway Administration Research and Technology Coordinating, Developing, and Delivering Highway Transportation Innovations

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# PUBLIC ROADS

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Publication Number:      Date: Spring 1996

Issue No: Vol. 59 No. 4

Date: Spring 1996

[ARTICLES](#)

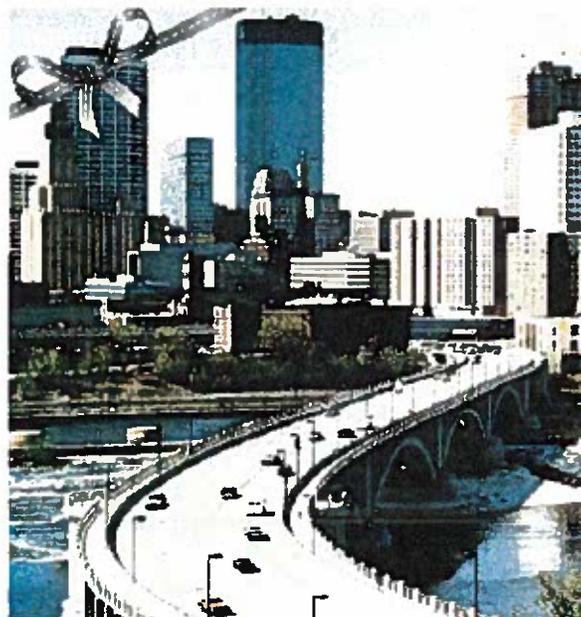
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## The National Highway System: A Commitment to America's Future

by *Rodney E. Slater*



In the transportation field, we conduct our business - and often measure our success - using tangible elements like concrete, asphalt, and steel. Yet, transportation is really about something equally vital: people.

Transportation is about people and how they go about their daily lives, how they get to work, how they get to market, how they get their children to school, how they get to visit family and friends, and how they pursue happiness.



**NHS will provide virtually all Americans with improved access to work and to market.**

At the Federal Highway Administration (FHWA), we are committed to providing a safe, modern, and efficient transportation system to serve the American

people. The National Highway System (NHS) is the centerpiece of that effort.

As the cornerstone of tomorrow's highway network, NHS will function as the backbone of our nation's 21st century transportation system. As a key component of President Clinton's initiative to rebuild America, NHS will help provide the means for our nation to remain strong and prosperous.

## **NHS Facts**

**About 98 percent of all roads in NHS have been built. The 256,000 kilometers (km) of NHS include only 4 percent of the nation's roads, but they carry more than 40 percent of all highway traffic, 75 percent of heavy truck traffic, and 90 percent of tourist traffic.**

For the last four decades, the Interstate Highway System has helped America's economy flourish and its people thrive. Now, as we enter the post-interstate highway era, the United States needs a transportation system that will sustain our economic strength and enhance our competitiveness in the global marketplace.

Since the beginning of interstate highway construction in 1956, our population has grown and shifted, our economy has changed, and our needs as a nation have evolved. To meet these demands and to extend the benefits of the Interstate Highway System to areas that are not served directly by it, we responded to the mandate of Congress and developed the concept of a national highway system as a way of focusing federal resources on the nation's most important roads. In 1995, Congress approved NHS. As a result, America can move forward.



The development of NHS was truly a grassroots effort. Although the landmark Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) provided that certain key routes, such as the Interstate Highway System, be included in NHS, most of NHS was not specified. So, we worked closely with our state and local partners, such as transportation departments and metropolitan planning organizations, to identify key routes. They, after all, know best how their roads function and how these roads fit into their overall transportation plans. We also worked with the private sector and our colleagues in the other agencies of the Department of Transportation (DOT).



We also made it clear that NHS is not another system of interstate highways. In fact, beyond the interstate segment, NHS consists mostly of existing two-lane



**Beyond the interstate segment, NHS consists mostly of existing two-lane roads.**

roads, and about 98 percent of all roads in NHS already have been built. Yet those roads are vital. The 256,000 kilometers (km) of NHS include only 4 percent of the nation's roads, but they carry more than 40 percent of all highway traffic, 75 percent of heavy truck traffic, and 90 percent of tourist traffic.

The advantage of NHS is that it encourages states to focus on a limited number of high-priority routes and to concentrate on improving them with federal-aid funds. At the same time, the states can incorporate design and construction improvements that address their traffic needs safely and efficiently.

With NHS, states can choose from a range of improvements. They can make operational changes, such as a program to locate and remove stalled vehicles that are impeding smooth traffic flow. States can employ available technological improvements, such as Intelligent Transportation Systems (ITS), which will help reduce congestion and keep traffic moving without major, roadway expansion.

NHS also will help us meet the challenges of global economic competition by enhancing our different modes of transportation, increasing America's productivity, and bolstering its economy.

Our transportation infrastructure no longer can be a collection of individual modes competing with one another. Instead, it must be a unified system with each mode complementing the others. Increasingly, intermodal carriers rely on all forms of transportation to deliver goods and services to consumers in the most efficient manner possible. NHS fulfills that goal by serving 198 ports, 207 airports, 67 Amtrak stations, 190 rail/truck terminals, 82 intercity bus terminals, 307 public transit stations, 37 ferry terminals, 58 pipeline terminals, and 20 multipurpose passenger terminals. By providing these essential linkages to other modes, NHS creates a seamless transportation system for the rapid movement of people and products.



**NHS links 190 rail/truck terminals to markets. Transferring containerized cargo from trucks to freight trains and vice versa is an important part of the "seamless transportation system."**

NHS reaches virtually every part of our country. About 90 percent of America's population lives within 8 km of an NHS road. All urban areas with a population of more than 50,000 and 93 percent with a population of between 5,000 and 50,000 are within 8 km of an NHS road. Counties that contain NHS highways also host 99 percent of all jobs in our nation, including 99 percent of manufacturing jobs, 97 percent of mining jobs, and 93 percent of agricultural jobs.

By investing in NHS, we provide virtually every American with improved access to work and to market. This enhances the ability of our transportation system to sustain economic growth and help our nation thrive in the increasingly competitive international marketplace.

In addition, NHS will help us confront the problems of traffic congestion by targeting current and projected bottlenecks. Whether you are a shipper living by the principle that time is money or a commuter trying to get to and from work with a minimum of difficulty, congestion is an economic drain. The estimated economic loss due to congestion in our major urban areas is \$40 billion a year. NHS will help relieve that tremendous burden, increasing economic efficiency and improving the quality of life for all of us.

NHS consists of five parts. The first component is the almost 70,000-km Interstate Highway System, which accounts for almost 30 percent of NHS.

The second component includes 21 congressionally designated high-priority corridors as identified in ISTEA. These corridors total 7,200 km.

The third component is the non-interstate portion of the Strategic Highway Corridor Network, or STRAHNET, identified by the Department of Defense in cooperation with DOT. It totals about 25,000 km. These corridors and the interstate highways are critical strategic links. Operation Desert Storm

demonstrated again that the ability to move troops and equipment via highways to airports, ports, rail terminals, and other bases for rapid deployment is essential to our national defense.



**The ability to move troops and equipment rapidly via highways to airports, ports, and rail terminals is critical to the rapid deployment of military forces.**

**(Photo: U.S. Army)**

The fourth component is major Strategic Highway Corridor Network connectors. They consist of more than 3,000 km of roads linking major military installations and other defense-related facilities to the STRAHNET corridors.

Collectively, these four components, all specifically required by ISTEA, account for about 112,000 km or roughly 43 percent of the system. The fifth component is the rest of the system - about 148,000 km of important arterial highways that serve interstate and interregional travel and that provide connections to major ports, airports, public transportation facilities, and other intermodal facilities.

As part of the NHS legislation that Congress approved last year, the secretary of transportation has the authority to modify the network, at the request of the states, to meet changing conditions and requirements.

Three years ago, FHWA celebrated its 100th anniversary. We began in 1893 as the Office of Road Inquiry, headed by General Roy Stone, a Civil War hero who fought at Gettysburg. With limited resources and a small staff, General Stone nevertheless established a commitment to partnerships, mobility, and technology. These enduring qualities remain the foundation of our success. Today, after a century of service to the American people, we have taken the next historic step in what General Stone called "a peaceful campaign of progress and reform."

"Good roads," said General Stone, "are the highways to wealth."

President Eisenhower and Congress shared his vision when they put in motion the greatest public works project in history, the Interstate Highway System. Today, as we heed President Clinton's call to rebuild America, the National Highway System will help us continue on a march of progress that has helped make the United States the most mobile nation in history.

*Rodney E. Slater is the federal highway administrator. He was sworn in as FHWA chief on June 16, 1993. He was formerly the chairman of the Arkansas State Highway Commission and a member of the American Association of State Highway and Transportation Officials' Executive Committee of Commissions and Boards. Earlier, he served as assistant attorney general for Arkansas, and he was a key member of then Governor Clinton's staff, serving as executive assistant for economic and community programs. He graduated from the University of Arkansas School of Law.*

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Page Owner: [Office of Research, Development, and Technology](#), [Office of Corporate Research, Technology, and Innovation Management](#)

Topics: Public Roads, Research, Safety, Infrastructure, Operations, Environment, Policy, Materials, Pavements, Asphalt, Concrete, Bridges

Keywords: Public Roads, Research, Safety, Infrastructure, Operations, Environment, Policy, Materials, Pavements, Asphalt, Concrete, Bridges

TRT Terms: Public Roads, Research,Safety, Infrastructure, Operations, Environment, Policy,  
Materials, Pavements, Asphalt, Concrete, Bridges  
Scheduled Update: Archive - No Update needed

This page last modified on 06/15/2015

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

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR FINANCIAL ASSISTANCE FOR IMPROVEMENTS TO ROUTE 4 BETWEEN SEWARD ROAD AND THE NORTH CORPORATION LIMITS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the Local Public Agency (LPA) Agreement with Ohio Department of Transportation (ODOT) for financial assistance for improvements to Route 4 between Seward Road and the north corporation limits BUT-SR4-1.37 (PID 98532) project in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the design of the project can proceed 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



BUT-SR4-1.37  
(PID 98532)

11 (B)(2)A





**July 14, 2016**

**Mr. Benjamin Mann, P.E.  
City Engineer  
City of Fairfield  
8870 North Gilmore Road  
Fairfield, Ohio 45014**

**Re: Proposal for Consulting Services  
BUT-4-1.37  
PID No. 98532**

**Dear Mr. Mann:**

Carpenter Marty Transportation is submitting for your consideration the enclosed cost proposal package for the above referenced project. Hours from the LOI were adjusted based on the scope meeting.

If you have questions or require additional information please do not hesitate to contact us.

**Sincerely,**

A handwritten signature in blue ink, appearing to read "Kevin P. Carpenter", is written over a light blue horizontal line.

**Kevin P. Carpenter, P.E., P.S.  
Principal  
Enclosures**

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**DETAILED BREAKDOWN OF PROPOSED  
TOTAL HOURS, PERSONNEL CATEGORIES,  
AND LABOR RATES**

County Route  
and Section: **RT-4-1.37**  
Agreement No.:  
PID: **98532**  
PDP Path Used: **2**  
CONSULTANT: **Carpenter Marty  
Transportation Inc.**

Proposal  
Date: **7/14/2016**  
Revised  
Date:  
Date:

PROJECT  
DESCRIPTION:  
**Resurfacing of State  
Route 4 from SLM  
1.37 to SLM 5.83  
within the City of  
Fairfield.**

**HOURLY RATES**

Project Manager **\$65.00**  
Senior Engineer **\$50.00**  
Engineer 2 **\$40.00**  
Engineer 1 **\$30.00**  
Technician **\$29.00**  
Survey Crew Member **\$25.00**

Average  
Overhead  
Rate = **151.47%** (Net Fee Calc.)  
Overhead Percentage = **133.21%**  
Net Fee Percentage = **11.00%**  
Cost of Money = **0.24%**

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	<b>Preliminary Engineering Phase</b>								
2.3	<b>AER Design</b>								
2.3	Subtotal	24	\$1,200.00	\$1,598.52	\$2.88	\$239.20	\$0.00	\$331.94	\$3,372.54
2.7	<b>Stage 1 Design</b>								
2.7	Subtotal	104	\$5,560.00	\$7,406.48	\$13.34	\$0.00	\$0.00	\$1,517.99	\$14,517.81
	<b>SUBTOTAL PRELIMINARY ENGINEERING PHASE</b>	108	\$6,760.00	\$9,005.00	\$16.22	\$239.20	\$0.00	\$1,849.93	\$17,890.35
3	<b>Environmental Engineering Phase</b>								
3.3	<b>Stage 2</b>								
3.3	Subtotal	212	\$7,434.00	\$9,902.83	\$17.84	\$0.00	\$0.00	\$2,056.37	\$19,411.04
	<b>SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE</b>	212	\$7,434.00	\$9,902.83	\$17.84	\$0.00	\$0.00	\$2,056.37	\$19,411.04
4	<b>Final Engineering and R/W Phase</b>								
4.2	<b>Stage 3 Detailed Design Plans</b>								
4.2	Subtotal	136	\$4,660.00	\$6,207.59	\$13.38	\$0.00	\$0.00	\$1,289.04	\$12,167.81
4.3	<b>Prepare Cost Estimates and Revise Milestone</b>								
4.3	Subtotal	12	\$410.00	\$546.15	\$0.98	\$0.00	\$0.00	\$113.41	\$1,076.56
4.4	<b>Final Plan Package</b>								
4.4	Subtotal	40	\$450.00	\$599.45	\$1.08	\$0.00	\$0.00	\$124.48	\$1,175.00
4.5	<b>Project Management for Final Engineering and Right of Way Phase</b>								
4.5	Subtotal	40	\$2,360.00	\$3,143.76	\$5.66	\$0.00	\$0.00	\$652.82	\$6,162.24
	<b>SUBTOTAL FINAL ENGINEERING AND R/W PHASE</b>	198	\$7,880.00	\$10,499.95	\$18.91	\$0.00	\$0.00	\$2,179.74	\$20,575.60
	<b>GRAND TOTAL</b>	508	\$22,074.00	\$29,404.78	\$52.98	\$239.20	\$0.00	\$6,306.04	\$57,877.00

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL**

**AND LABOR RATES**

Proposal Date: 7/14/2016  
 Revised Date:  
 Date:

County Route and Section: BUT-4-1.37  
 Agreement No.:  
 PID: 98532  
 PDP Path Used: 2  
 CONSULTANT: Carpenter Marty Transportation Inc.

PROJECT DESCRIPTION:  
 Resurfacing of State Route 4 from SLM 1 37 to SLM 5 83 within the City of Fairfield.

**HOURLY RATES**

Project Manager \$65.00  
 Senior Engineer \$50.00  
 Engineer 2 \$40.00  
 Engineer 1 \$30.00  
 Technician \$29.00  
 Survey Crew Member \$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
2	<i>Preliminary Engineering Phase</i>								
2.3	<i>AER Design</i>								
2.3.A	Field Survey and Aerial Mapping								
2.3.A.C	Base Mapping (incl. field)		24					24	\$1,200.00
2.3	Subtotal	0	24	0	0	0	0	24	\$1,200.00
2.7	<i>Stage 1 Design</i>								
2.7.A	Roadway								
2.7.A.A	Title Sheet		1	1	6			8	\$270.00
2.7.A.D	Typical Sections		1	3	8			12	\$410.00
2.7.A.E	Plan and Profile - Mainline		14	28	102			144	\$4,890.00
2.7	Subtotal	0	16	32	116	0	0	164	\$5,560.00
	<b>SUBTOTAL PRELIMINARY ENGINEERING PHASE</b>	0	40	32	116	0	0	188	\$6,760.00
3	<i>Environmental Engineering Phase</i>								
3.3	<i>Stage 2</i>								
3.3.C	Traffic Control								
3.3.C.A	Pavement Marking and Signing Plan		19	58	115			192	\$6,720.00
3.3.E	Maintenance of Traffic								
3.3.E.A	MOT General Notes		1	3	8			12	\$410.00
3.3.J	Utilities								
3.3.J.A	Utility Coordination and Documentation	2				6		8	\$304.00
3.3	Subtotal	2	20	61	123	6	0	212	\$7,434.00
	<b>SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE</b>	2	20	61	123	6	0	212	\$7,434.00
4	<i>Final Engineering and R/W Phase</i>								
4.2	<i>Stage 3 Detailed Design Plans</i>								
4.2.A	Quantities and Notes								
4.2.A.A	Pavement Subsummary		1	3	8			12	\$410.00
4.2.A.B	Drainage Subsummary		1	2	5			8	\$280.00
4.2.A.C	Roadway Subsummary		1	2	5			8	\$280.00
4.2.A.F	Pavement Marking Subsummary		2	6	16			24	\$820.00
4.2.A.G	Signing Subsummary		4	12	32			48	\$1,640.00
4.2.A.M	General Summary Sheet		1	3	8			12	\$410.00
4.2.A.P	General Notes		1	3	8			12	\$410.00
4.2.A.Q	Driveway Subsummary or Driveway Details (if included on same sheet)		1	3	8			12	\$410.00
4.2	Subtotal	0	12	34	90	0	0	136	\$4,660.00

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL**

**AND LABOR RATES**

County Route and Section: BUT-4-1 37  
 Agreement No.:  
 PID: 98532  
 PDP Path Used: 2  
 CONSULTANT: Carpenter Marty Transportation Inc.

**PROJECT DESCRIPTION:**  
 Resurfacing of State Route 4 from SLM 1 37 to SLM 5 83 within the City of Fairfield.

Proposal Date: 7/14/2016  
 Revised Date:

**HOURLY RATES**

Project Manager \$65.00  
 Senior Engineer \$50.00  
 Engineer 2 \$40.00  
 Engineer 1 \$30.00  
 Technician \$29.00  
 Survey Crew Member \$25.00

Task #	Task Description	Project Manager	Senior Engineer	Engineer 2	Engineer 1	Technician	Survey Crew Member	Overall Total Hours	Labor Costs
4.3	Prepare Cost Estimates and Revise Milestone								
4.3.A	Roadway/Interchange Costs		1	3	8			12	\$410.00
4.3	Subtotal	0	1	3	8	0	0	12	\$410.00
4.4	Final Plan Package								
4.4.A	Submission of Final Tracings and Documentation	2		8				10	\$450.00
4.4	Subtotal	2	0	8	0	0	0	10	\$450.00
4.5	Project Management for Final Engineering and Right of Way Phase								
4.5.A	Coordination		16					16	\$800.00
4.5.B	General Oversight	24						24	\$1,560.00
4.5	Subtotal	24	16	0	0	0	0	40	\$2,360.00
	<b>SUBTOTAL FINAL ENGINEERING AND RW PHASE</b>	<b>26</b>	<b>29</b>	<b>45</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>198</b>	<b>\$7,880.00</b>
	<b>GRAND TOTAL</b>	<b>28</b>	<b>89</b>	<b>138</b>	<b>337</b>	<b>0</b>	<b>0</b>	<b>598</b>	<b>\$22,074.00</b>

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,  
PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section: **BU T-4-L37**  
 Agreement No.:  
 PID: **98532**  
 PDP Path Used: **2**  
 (Carpenter Marty Transportation Inc.)  
 CONSULTANT:

Proposal Date: **7/14/2016**  
 Revised Date:

PROJECT DESCRIPTION: **Resurfacing of State Route 4 from SLM 1.37 to SLM 5.83 within the City of Fairfield.**

**HOURLY RATES**

Project Manager	\$65.00
Senior Engineer	\$50.00
Engineer 2	\$40.00
Engineer 1	\$30.00
Technician	\$29.00
Survey Crew Member	\$25.00

Average Overhead Rate =	151.47%	(Net Fee Calc.)
Overhead Percentage =	133.21%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.24%	

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
<b>2 Preliminary Engineering Phase</b>									
<b>2.3 AER Design</b>									
<b>2.3.A Field Survey and Aerial Mapping</b>									
2.3.A.C	Base Mapping (incl. field)	24	\$1,200.00	\$1,598.52	\$2.88	\$239.20	\$0.00	\$331.94	\$3,372.54
2.3	Subtotal	24	\$1,200.00	\$1,598.52	\$2.88	\$239.20	\$0.00	\$331.94	\$3,372.54
<b>2.7 Stage 1 Design</b>									
<b>2.7.A Roadway</b>									
2.7.A.A	Title Sheet	8	\$270.00	\$359.67	\$0.65			\$74.69	\$705.00
2.7.A.D	Typical Sections	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
2.7.A.E	Plan and Profile - Mainline	144	\$4,880.00	\$6,500.65	\$11.71			\$1,349.89	\$12,742.25
2.7	Subtotal	164	\$5,560.00	\$7,406.48	\$13.34	\$0.00	\$0.00	\$1,537.99	\$14,517.81
	<b>SUBTOTAL PRELIMINARY ENGINEERING PHASE</b>	<b>188</b>	<b>\$6,760.00</b>	<b>\$9,005.00</b>	<b>\$16.22</b>	<b>\$239.20</b>	<b>\$0.00</b>	<b>\$1,869.93</b>	<b>\$17,890.35</b>
<b>3 Environmental Engineering Phase</b>									
<b>3.3 Stage 2</b>									
<b>3.3.C Traffic Control</b>									
3.3.C.A	Pavement Marking and Signing Plan	192	\$6,720.00	\$8,951.71	\$16.13			\$1,888.87	\$17,546.71
<b>3.3.E Maintenance of Traffic</b>									
3.3.E.A	MOT General Notes	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
<b>3.3.J Utilities</b>									
3.3.J.A	Utility Coordination and Documentation	8	\$804.00	\$404.96	\$0.73			\$84.09	\$793.78
3.3	Subtotal	212	\$7,434.00	\$9,902.83	\$17.84	\$0.00	\$0.00	\$2,056.37	\$19,411.04
	<b>SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE</b>	<b>212</b>	<b>\$7,434.00</b>	<b>\$9,902.83</b>	<b>\$17.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,056.37</b>	<b>\$19,411.04</b>
<b>4 Final Engineering and R/W Phase</b>									
<b>4.2 Stage 3 Detailed Design Plans</b>									
<b>4.2.A Quantities and Notes</b>									
4.2.A.A	Pavement Subsummary	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
4.2.A.B	Drainage Subsummary	8	\$280.00	\$372.99	\$0.67			\$77.45	\$731.11
4.2.A.C	Roadway Subsummary	8	\$280.00	\$372.99	\$0.67			\$77.45	\$731.11
4.2.A.F	Pavement Marking	24	\$820.00	\$1,092.32	\$1.97			\$226.83	\$2,141.12
4.2.A.G	Signage Subsummary	48	\$1,640.00	\$2,184.64	\$3.94			\$453.65	\$4,282.23
4.2.A.M	General Summary Sheet	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
4.2.A.P	General Notes	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
4.2.A.Q	Driveway Subsummary or Driveway Details (if included on same sheet)	12	\$410.00	\$546.16	\$0.98			\$113.41	\$1,070.56
4.2	Subtotal	136	\$4,660.00	\$6,207.59	\$11.18	\$0.00	\$0.00	\$1,269.84	\$12,167.51

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,  
PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section: **BUT-4-1.37**  
 Agreement No.:  
 PID: **98532**  
 PDP Path Used: **2**  
 CONSULTANT: **Carpenter Marty Transportation Inc.**

Proposal Date: **7/14/2016**  
 Revised Date:

PROJECT DESCRIPTION: **Resurfacing of State Route 4 from SLM 1.37 to SLM 5.83 within the City of Fairfield.**

**HOURLY RATES**

Project Manager	\$65.00
Senior Engineer	\$50.00
Engineer 2	\$40.00
Engineer 1	\$30.00
Technician	\$29.00
Survey Crew Member	\$25.00

Average Overhead Rate =	151.47% (Net Fee Calc.)
Overhead Percentage =	133.21%
Net Fee Percentage =	11.00%
Cost of Money =	0.24%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
<b>4.3</b>	<b>Prepare Cost Estimates and Revise Milestone</b>								
4.3.A	Roadway/Interchange Costs	12	\$480.00	\$546.16	\$0.98			\$113.41	\$1,070.56
4.3	Subtotal	12	\$480.00	\$546.16	\$0.98	\$0.00	\$0.00	\$113.41	\$1,070.56
<b>4.4</b>	<b>Final Plan Package</b>								
4.4.A	Submission of Final Tracings and Documentation	10	\$450.00	\$599.45	\$1.08			\$124.48	\$1,175.00
4.4	Subtotal	10	\$450.00	\$599.45	\$1.08	\$0.00	\$0.00	\$124.48	\$1,175.00
<b>4.5</b>	<b>Project Management for Final Engineering and Right of Way Phase</b>								
4.5.A	Coordination	16	\$800.00	\$1,065.68	\$1.92			\$221.29	\$2,088.89
4.5.B	General Oversight	24	\$1,560.00	\$2,078.08	\$3.74			\$431.52	\$4,073.34
4.5	Subtotal	40	\$2,360.00	\$3,143.76	\$5.66	\$0.00	\$0.00	\$652.82	\$6,162.24
	<b>SUBTOTAL FINAL ENGINEERING AND RW PHASE</b>	<b>198</b>	<b>\$7,880.00</b>	<b>\$10,496.95</b>	<b>\$18.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,179.74</b>	<b>\$20,575.60</b>
	<b>GRAND TOTAL</b>	<b>598</b>	<b>\$22,074.00</b>	<b>\$29,404.78</b>	<b>\$52.98</b>	<b>\$239.20</b>	<b>\$0.00</b>	<b>\$6,106.84</b>	<b>\$57,877.00</b>

**INDIRECT COST RATE APPROVAL CERTIFICATE #060815-SPG-01**

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT hereby approves use of the following rate(s) on contracts that are partially or fully reimbursed using the Actual Costs Plus a Net Fee (cost-plus) method.

Company Name:	CARPENTER MARTY TRANSPORTATION, INC.
Based on Actual Costs Submitted for Fiscal Year End:	December 31, 2014
Effective Date (Approval Date):	June 8, 2015
<b>APPROVAL TYPE:</b>	
<input checked="" type="checkbox"/> Approval granted based on a limited review of your company's cost submission. ODOT reserves the right to perform a more detailed review. (A revised approval certificate may be issued based on the results of such review.)	
<input type="checkbox"/> Revised. This certificate supersedes Indirect Cost Rate Approval Certificate # _____ (the initial certificate) and is effective retroactive to approval date of the initial certificate.	
<b>Note:</b> All invoices/billings submitted using the rates shown on the initial certificate must be adjusted to reflect the rates approved on this revised indirect cost rate certificate.	

**CONCLUSION.** The following rates:  were accepted as submitted.  
 reflect adjustments we made during our review.

Corporate Indirect Cost Rate:	133.21%	Adjustment:	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> -0.8%
Facilities Capital Cost of Money (FCCM) Rate:	0.24%	Adjustment:	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> _____%
Overtime Premium Eligible as Direct Cost? (See Note 2.)	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		

**Note 1:** The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email ([ODOT.Cost.Submissions@dot.state.oh.us](mailto:ODOT.Cost.Submissions@dot.state.oh.us)). Please note that the submission is due no later than six months after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

**Note 2:** Treatment of overtime premium is determined based on the company's policies. Overtime premium must be allocated consistently as either a direct or indirect cost on all contracts, regardless of type, reimbursement method, or individual contract terms. Companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

**Approval Status:** This certificate serves as formal notice that ODOT has approved your company's indirect cost rate(s) (and FCCM rate, if applicable). ODOT reserves the right to perform a more detailed review or audit at any time. This could involve additional audit procedures through correspondence, audit fieldwork to verify the accuracy of the claimed indirect cost rate(s), and/or a project audit, at ODOT's discretion.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this process.

Respectfully,

Scot Gormley  
 Ohio Department of Transportation  
 Division of Finance, Office of External Audits, Mail Stop #2140  
 1980 West Broad Street, 4<sup>th</sup> Floor  
 Columbus, Ohio 43223

**For ODOT Use Only**

Posted to Master Schedule:	<input checked="" type="checkbox"/>
CSS database updated:	<input checked="" type="checkbox"/>
RA Tier:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

**NON-LABOR DIRECT SUMMARY COSTS**

**2.3.A – Field Survey**

Mileage: 2 trips X 230 miles X \$0.52/mile = **\$239.20**

Task Subtotal = **\$239.20**

**LISTING OF SUBCONSULTANTS**

There are no subconsultants associated with this contract.

# **APPENDIX A**

## **SCOPE OF SERVICES**

## **Route 4 – Urban Paving Project (BUT-4-1.37) Scope Meeting**

**June 21, 2016**

### **City of Fairfield Public Works Facility**

Attendees: Ben Mann, City Engineer, City of Fairfield  
Nick Dill, Engineer, City of Fairfield  
Tony Grieshop, Carpenter Marty Transportation (CM) Project Manager  
Jeff Pietch, CM Project Liaison  
Kevin Carpenter, CM Contract Manager

#### Minutes:

- ODOT will only reimburse for mill & fill (3", 1 ½" of intermediate and 1 ½" of surface course), loops detectors, pavement markings, RPMs, no curb, no drainage, no guardrail, etc.
- GRW is preparing a waterline improvement project for the City, final plans are expected later this year with construction in 2017
  - May need to coordinate with these plans as the routing of the new work may eliminate or reduce the amount of base failure to replace in our plans
- Our plans will not delineate base failure replacement
  - Add a contingency at Stage 3
  - City prefers milling entire depth as opposed to saw-cutting
- Our design should be very similar to sample provided (previous paving plan)
- At the intersection with Nilles – realign the southbound left to offset properly
- Restripe near bowling alley to provide adequate TWLTL, maximizing the width
  - In general, provide minimum lane widths and maximum shoulder widths with new striping
- Replace "ONLY" pavement markings with an arrow
- Project limits are approximately 200' south of Seward to some point south of Bobmeyer
  - The limits will be identified during the field walk
  - Right turn lanes will be included in the pavement work
    - Concrete turn lane may/may not be included (determined by City)
  - South end of the project is the oldest pavement (up to the By-pass)
  - Suspend/Resume project around the By-pass
  - Include mill & fill to the end of the radius at all intersections so that future side road pavement work will not affect S.R. 4
  - Driveway work shall not go past the existing right-of-way
    - Length of work will be determined case-by-case during the field walk
- Replace all sanitary MH rims/castings with this project, to be supplied by the City (as per plan)
- May be no loops in our limits as CT is designing upgrades now (schedule is similar to ours)
  - Currently have 3 intersections with loops in our project
- Southbound lane is very narrow at the north end (9')

- Quantity splits will be required for ODOT, City of Fairfield, and City of Hamilton (SB lanes at the north end)
  - City will coordinate with Hamilton; Hamilton to reimburse Fairfield
- Identify curb/gutter to be removed and replaced
  - Do not show exact locations, City will mark in the end. Plans to show general area.
  - Just show enough info to get estimated quantities for bid, very general
  - Type 6 curb (no gutter) or match existing, TBD
- Replace existing signs, possibly some new locations and some locations eliminated
- Upgrade existing guardrail
- Verify curb ramps and add/replace as needed
- NO sidewalk improvements, although there may be some repair
- Drainage – minor improvements possible (upgrade structures –CBs as needed)
- City has GIS w/ property, buildings, addresses (Nick to provide)
  - Our plans should NOT show property lines or right-of-way
  - Nick will included underground utilities for referenced only
- Try and keep lane widths through intersections where identified
- Include pavement quantities on plan sheets
- Separate striping and signing plan (similar to sample plans received) with sub-summaries on separate sheets
- Driveway sub-summary
- Restrict work to between 8 PM and 5 AM
  - No noise restrictions
  - No Friday or Saturday work allowed
  - Standard liquidated damages if not off the roadway by 5 AM
- Use ODOT standard title sheet
- MicroStation acceptable for design
  - Deliverable to be converted to AutoCAD
  - City may provide design concepts/mark-ups in CAD
- Typical deliverable to ODOT (PDF only)
- Provide the City a project narrative and scope of services
  - Hours may be submitted per sheet
- Due date for proposal – July 14, 2016 to make July 25, 2016 City Council Meeting
- Stage 1/preliminary design due pre-field walk
  - Tentative date for field walk is September/October
- Hold schedule per Ellis (i.e., construction in FY18)
- City to decide whether to go ODOT-Let or Local-Let

Path Selected: Path 2

Note: After completing the form, print to attach to scope.

To print for scope attachment, filter to show only tasks identified as "Yes" and size the rows to accommodate the Project Specific Comments.

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
<b>2 Preliminary Engineering Phase</b>							
2.3	AER Design						
2.3.A	Field Survey and Aerial Mapping						
2.3.A.C	Base Mapping (incl. field verify.)	Yes	X				CM: Field visit with the City to determine areas of full depth pavement replacement and curb replacement. Hours assume separate 2 day trips with travel time included.
2.7	Stage 1 Design						
2.7.A	Roadway						
2.7.A.D	Typical Sections	Yes	X				CM: Assumes 7 Typical Sections based on previous paving project.
2.7.A.E	Plan and Profile - Mainline	Yes	X				CM: Assumes 12 plans sheets at 40 scale with pavement quantities included on the sheets
<b>3 Environmental Engineering Phase</b>							
3.3	Stage 2						
3.3.C	Traffic Control						
3.3.C.A	Pavement Marking and Signing Plan	Yes	X				CM: Assumes 24 plans sheets at 20 scale
3.3.E	Maintenance of Traffic						

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
3.3.E.A	MOT General Notes	Yes	X				
3.3.I	Bridge Plans (break out for each bridge separately)						
3.3.J	Utilities						
3.3.J.A	Utility Coordination and Documentation	Yes	X				
<b>4 Final Engineering and R/W Phase</b>							
<b>4.2 Stage 3 Detailed Design Plans</b>							
4.2.A	Quantities and Notes						
4.2.A.A	Pavement Subsummary	Yes	X				CM: Additional subsummary for Extra and Deduction Areas
4.2.A.B	Drainage Subsummary	Yes	X				CM: Subsummary for sanitary sewer casting adjustments and miscellaneous drainage structure improvements
4.2.A.C	Roadway Subsummary	Yes	X				CM: Includes guardrail and curb ramp upgrades.
4.2.A.F	Pavement Marking Subsummary	Yes	X				CM: Subsummaries for pavement markings and raised pavement markers
4.2.A.G	Signing Subsummary	Yes	X				CM: Subsummary for replacement of all signs within project limits.
4.2.A.M	General Summary Sheet	Yes	X				
4.2.A.P	General Notes	Yes	X				

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
4.2.A.Q	Driveway Subsummary or Driveway Details (if included on same sheet)	Yes	X				CM. Subsummary of all drives and type of pavement. No details included.
4.3	Prepare Cost Estimates and Revise Milestone						
4.3.A	Roadway/Interchange Costs	Yes	X				
4.4	Final Plan Package						
4.4.A	Submission of Final Tracings and Documentation	Yes	X				CM. All submissions to the City are assumed to be electronic
4.5	Project Management for Final Engineering and Right of Way Phase						
4.5.A	Coordination	Yes	X				CM. Includes coordination time with ODOT of City of Hamilton
4.5.B	General Oversight	Yes	X				

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

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CARPENTER MARTY TRANSPORTATION FOR THE DESIGN OF PAVING IMPROVEMENTS ON ROUTE 4 BETWEEN SEWARD ROAD AND BOBMEYER ROAD.

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 Carpenter Marty Transportation for the design of paving improvements on Route 4 between Seward Road and Bobmeyer Road in accordance with the proposal on file in the office of the City Manager.

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

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

ATTEST:

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

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

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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

DATE: July 25, 2016

**ITEM:**

Resolution declaring the necessity of and placing an additional tax levy of 2.5 mills for the operational and capital expenses of the fire department on the November 8, 2016 election ballot.

**FINANCIAL IMPACT:**

It is estimated by the Butler County Auditor that the 2.5 mill continuing levy would generate \$2,378,503 in additional revenue.

**SYNOPSIS:**

This is an additional continuing tax levy which requires approval by the electors to be made effective.

**BACKGROUND:**

The city currently has a continuing 4.65 mill fire/EMS levy which was approved in 2000. Since it is a continuing levy, it has not increased with the increase in valuation of existing property.

**RECOMMENDATION:**

It is recommended that Council adopt a resolution declaring the necessity of the additional 2.5 mill levy for operational and capital expenses of the fire department for placement on the November 8, 2016 election ballot. Rules suspension and the emergency clause are requested so that the ninety day deadline before the November 8, 2016 election can be met.

**LEGISLATIVE ACTION:**

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

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

Prepared by: John H. Clemmons

Approved for Content by: John H. Clemmons

Financial Review (where applicable): Mary Hynes

Legal Review (where applicable): John H. Clemmons

Accepted for Council Agenda: Adrian Wilson

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

RESOLUTION DECLARING THE AMOUNT OF TAXES THAT MAY BE RAISED BY LEVY AT THE MAXIMUM RATE AUTHORIZED BY LAW WITHOUT A VOTE OF THE ELECTORS TO BE INSUFFICIENT AND DECLARING THE NECESSITY OF AN ADDITIONAL TAX LEVY OF TWO AND ONE-HALF (2.5) MILLS IN EXCESS OF SUCH RATE FOR THE PURPOSE OF PROVIDING FUNDS FOR THE OPERATIONAL AND CAPITAL EXPENSES OF THE FIRE DEPARTMENT OF THE CITY OF FAIRFIELD, OHIO AND OTHER PURPOSES AUTHORIZED UNDER OHIO REVISED CODE §5705.19(I) AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of Fairfield, Ohio, two-thirds of all members thereof concurring, that:

- Section 1. The amount of taxes that may be raised by the levy of taxes at the maximum rate authorized by R.C. 5705.02 on the taxable property in the City of Fairfield will be insufficient to provide an adequate amount for the necessary requirements of said City and that it is necessary to levy a tax as authorized by R.C. 5705.19(I) for an additional two and one-half (2.5) mills to constitute a tax in excess of the ten mill limitation for the benefit of the City of Fairfield for the purpose of providing and maintaining fire apparatus, appliances, buildings, or sites therefor, or sources of water supply and materials therefor, or the establishment and maintenance of lines of fire alarm telegraph, or the payment of fire fighting companies or permanent, part-time, or volunteer firefighting, emergency medical service, administrative or communications personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.34 of the Revised Code, or the purchase of ambulance equipment, or the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or fire fighting company at a rate not exceeding two and 50/100 mills (\$0.0025) for each one dollar (\$1.00) of valuation, which amounts to twenty five cents (\$0.25) for each one hundred dollars (\$100.00) of valuation, for a continuous period of time commencing in January, 2016 for tax year 2016, first due in calendar year 2017.
- Section 2. The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the Board of Elections of Butler County, Ohio, in order that said Board of Elections may make the necessary arrangements as provided by law for notice and the submission of such question to the electors of said City at the November 8, 2016 election.
- Section 3. 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 issue be certified to appear on the November 8, 2016 election ballot; wherefore, this Resolution shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

July 25, 2016

**ITEM**

It is necessary for the City Council pass an ordinance to levy Sidewalk Assessments on the properties that benefit from sidewalk repairs for the year 2015.

**FINANCIAL IMPACT**

Eventually assessments remaining unpaid will be certified to the County Auditor for Collection in order to pay debt service on special assessment bonds.

**SYNOPSIS**

This is the first step in assessing the properties for sidewalk repairs. In accordance with State law, City Council must now pass an ordinance to levy assessments at this time for all unpaid accounts. If after 30 days accounts have not been paid then Council will authorize the issuance of assessment bonds and certify the debt service to the County Auditor for collection.

**BACKGROUND**

The 2015 Sidewalk Program required that property owners repair sidewalks that were marked for replacement. Resolution 1-15 passed by Council on February 9, 2015 declared the necessity to make sidewalk repairs. Invoices totaling \$303,575.55 for sidewalk repairs were sent out to 1,320 property owners that benefited from the repairs. As of July 15<sup>th</sup>, 217 property owners with \$70,433.23 in assessments were still outstanding.

Letters will be sent to property owners stating that all outstanding assessments are to be paid by a specified date to be determined or the County Auditor will place the assessment on the tax bills over the next 5 years for collection.

**STAFF RECOMMENDATION**

It is recommended that City Council authorize and direct the preparation of legislation to levy the assessments for the repair of sidewalks against lands and lots benefited by such improvements. The legislation will require the emergency clause since unpaid assessments will be billed to the property owners to allow 30 days for payment before certifying the outstanding balance to the County Auditor and issuing bonds.

**LEGISLATIVE ACTIONS:**

Suspension of Rules & Adoption Requested?  
Emergency Provision Needed?

Yes  
Yes

Prepared By: Maya Hagan  
Approved for Content by: Maya Hagan  
Financial Review (where applicable) by: Maya Hagan  
Legal Review (where applicable) by: Joseph A. Clemmons  
Accepted by Council Agenda: Agenda Item

## 2015 SIDEWALKS - Certification Data

REF #	PROPERTY ADDRESS		PARCEL ID	BALANCE DUE
	NO.	STREET		
5001	3511	Alec Dr	A0700-251-000-053	\$ 201.60
5010	1	Annandale Dr	A0700-017-000-054	\$ 456.90
5012	121	Annandale Dr	A0700-221-000-003	\$ 51.50
5018	186	Annandale Dr	A0700-221-000-026	\$ 100.80
5036	3171	Cunagin Dr	A0700-164-000-008	\$ 2,399.20
5042	2232	Josie Ct	A0700-251-000-081	\$ 26.50
5071	5	Shoal Meadows Ct	A0700-221-000-034	\$ 100.80
5082	4343	Whitmore Ln	A0700-251-000-008	\$ 51.50
5083	4348	Whitmore Ln	A0700-251-000-031	\$ 75.60
5093	4468	Whitmore Ln	A0700-251-000-064	\$ 51.50
5096	4508	Whitmore Ln	A0700-251-000-091	\$ 306.80
5098	4535	Whitmore Ln	A0700-251-000-070	\$ 51.50
5100	4564	Whitmore Ln	A0700-251-000-076	\$ 340.20
5124	3324	Woodside Dr	A0700-210-000-033	\$ 51.50
5127	3359	Woodside Dr	A0700-210-000-024	\$ 356.10
5134	3420	Woodside Dr	A0700-210-000-051	\$ 154.50
5161	986	Depauw Dr	A0700-039-000-052	\$ 51.50
5168	5016	Denison Dr	A0700-038-000-074	\$ 138.60
5171	5045	Denison Dr	A0700-039-000-004	\$ 51.50
5185	1121	Doris Jane Ave	A0700-037-000-034	\$ 51.50
5188	1149	Doris Jane Ave	A0700-037-000-037	\$ 51.50
5194	805	Hicks Blvd	A0700-039-000-011	\$ 51.50
5203	997	Hicks Blvd	A0700-038-000-108	\$ 51.50
5211	4896	Holiday Dr	A0700-036-000-043	\$ 252.00
5217	7	Muriel Ct	A0700-007-000-014	\$ 51.50
5246	1061	Oberlin Dr	A0700-036-000-030	\$ 103.00
5254	897	Wesleyan Dr	A0700-102-000-047	\$ 103.00
5257	908	Wesleyan Dr	A0700-102-000-002	\$ 1,299.40
5258	921	Wesleyan Dr	A0700-037-000-031	\$ 154.50
5266	1017	Wesleyan Dr	A0700-037-000-046	\$ 126.00
5270	5149	Winton Rd	A0700-102-000-068	\$ 317.20
5300	5959	Ambassador Ct	A0700-148-000-017	\$ 206.00
5302	5933	Ambassador Dr	A0700-148-000-011	\$ 202.70
5303	5943	Ambassador Dr	A0700-148-000-012	\$ 1,177.20
5304	5950	Ambassador Dr	A0700-148-000-006	\$ 418.00
5311	1813	Augusta Blvd	A0700-145-000-033	\$ 51.50
5322	1990	Augusta Blvd	A0700-158-000-030	\$ 138.60
5329	5821	Augusta Blvd	A0700-189-000-009	\$ 201.60
5342	1848	Calumet Way	A0700-078-000-042	\$ 113.40
5346	2041	Casa Loma Dr	A0700-189-000-072	\$ 244.80
5354	1	Claiborne Ct	A0700-078-000-053	\$ 1,621.40
5365	351	Cog Hill Dr	A0700-144-000-110	\$ 388.10
5373	1576	Congress Hill Ln	A0700-148-000-047	\$ 51.50
5376	1596	Congress Hill Ln	A0700-148-000-045	\$ 103.00
5382	1677	Congress Hill Ln	A0700-148-000-020	\$ 370.90
5383	1800	Damon Ct	A0700-122-000-028	\$ 51.50
5386	1824	Damon Ct	A0700-122-000-031	\$ 1,182.60
5388	1776	Doral Dr	A0700-145-000-034	\$ 51.50
5391	1789	Doral Dr	A0700-145-000-030	\$ 51.50
5392	1815	Doral Dr	A0700-180-000-004	\$ 485.60
5393	1818	Doral Dr	A0700-145-000-032	\$ 51.50
5398	1867	Doral Dr	A0700-157-000-034	\$ 103.00
5418	1	Firestone Ct	A0700-158-000-016	\$ 51.50
5424	6205	Firestone Dr	A0700-158-000-013	\$ 1,639.00
5432	6300	Firestone Dr	A0700-154-000-013	\$ 396.00
5437	6364	Firestone Dr	A0700-154-000-005	\$ 1,898.00
5438	6372	Firestone Dr	A0700-154-000-004	\$ 51.50

**2015 SIDEWALKS - Certification Data**

REF #	PROPERTY ADDRESS		PARCEL ID	BALANCE DUE
	NO.	STREET		
5440	6381	Firestone Dr	A0700-154-000-042	\$ 1,795.80
5443	6278	Greenbriar Dr	A0700-157-000-010	\$ 234.40
5445	6309	Greenbriar Dr	A0700-157-000-015	\$ 379.60
5458	6036	Happy Valley Ct	A0700-144-000-038	\$ 51.50
5459	6044	Happy Valley Ct	A0700-144-000-039	\$ 420.30
5460	6060	Happy Valley Ct	A0700-144-000-041	\$ 302.40
5462	6076	Happy Valley Ct	A0700-144-000-043	\$ 435.80
5463	6088	Happy Valley Ct	A0700-144-000-044	\$ 51.50
5476	1899	Happy Valley Dr	A0700-144-000-053	\$ 51.50
5489	1717	Hunter Rd	A0700-122-000-053	\$ 51.50
5496	5877	Judy Dr	A0700-065-000-045	\$ 441.65
5508	5834	Leslie Dr	A0700-065-000-052	\$ 206.00
5510	5850	Leslie Dr	A0700-065-000-051	\$ 51.50
5512	5876	Leslie Dr	A0700-065-000-048	\$ 516.60
5513	5881	Leslie Dr	A0700-065-000-070	\$ 241.60
5515	1752	Leway Dr	A0700-129-000-025	\$ 51.50
5516	1762	Leway Dr	A0700-129-000-024	\$ 103.00
5517	1767	Leway Dr	A0700-129-000-013	\$ 316.10
5519	1783	Leway Dr	A0700-129-000-015	\$ 51.50
5520	1786	Leway Dr	A0700-129-000-021	\$ 598.80
5521	1791	Leway Dr	A0700-129-000-016	\$ 51.50
5522	1794	Leway Dr	A0700-129-000-020	\$ 103.00
5523	1799	Leway Dr	A0700-129-000-017	\$ 51.50
5526	1831	Leway Dr	A0700-084-000-077	\$ 51.50
5529	1863	Leway Dr	A0700-084-000-073	\$ 51.50
5534	5845	Morningside Dr	A0700-065-000-031	\$ 126.00
5537	5874	Morningside Dr	A0700-065-000-026	\$ 228.80
5540	5906	Morningside Dr	A0700-084-000-003	\$ 103.00
5542	5944	Morningside Dr	A0700-084-000-007	\$ 206.00
5543	5964	Morningside Dr	A0700-084-000-072	\$ 51.50
5544	5978	Morningside Dr	A0700-084-000-070	\$ 51.50
5547	5997	Morningside Dr	A0700-084-000-060	\$ 103.00
5548	6002	Morningside Dr	A0700-084-000-067	\$ 306.60
5550	6033	Morningside Dr	A0700-084-000-065	\$ 292.00
5552	6044	Morningside Dr	A0700-144-000-011	\$ 51.50
5557	6066	Morningside Dr	A0700-144-000-014	\$ 51.50
5559	6227	Muirfield Ct	A0700-155-000-010	\$ 51.50
5562	3	Nicholas Ct	A0700-212-000-051	\$ 51.50
5571	166	Palm Springs Dr	A0700-212-000-074	\$ 963.60
5579	262	Palm Springs Dr	A0700-212-000-062	\$ 203.80
5582	291	Palm Springs Dr	A0700-212-000-084	\$ 51.50
5599	1	Pebble Beach Ct	A0700-158-000-049	\$ 103.00
5605	9	Pebble Beach Ct	A0700-158-000-045	\$ 1,381.60
5606	11	Pebble Beach Ct	A0700-158-000-044	\$ 138.60
5609	5	Pinehurst Ct	A0700-158-000-004	\$ 103.00
5614	17	Pinehurst Ct	A0700-155-000-026	\$ 103.00
5630	7536	Polo Springs Ct	A0700-157-000-073	\$ 206.00
5631	7537	Polo Springs Ct	A0700-157-000-078	\$ 126.00
5633	7561	Polo Springs Ct	A0700-157-000-076	\$ 1,291.10
5634	5437	Polo Woods Ct	A0700-157-000-109	\$ 2,584.20
5639	1943	Resor Rd	A0700-065-000-017	\$ 707.80
5642	2057	Resor Rd	A0700-189-000-003	\$ 264.60
5643	2065	Resor Rd	A0700-189-000-004	\$ 177.50
5645	2083	Resor Rd	A0700-189-000-006	\$ 51.50
5650	5	Ricky Ct	A0700-145-000-017	\$ 103.00
5654	5946	Ricky Dr	A0700-084-000-014	\$ 286.60
5660	6021	Ricky Dr	A0700-084-000-024	\$ 755.55

## 2015 SIDEWALKS - Certification Data

REF #	PROPERTY ADDRESS		PARCEL ID	BALANCE DUE
	NO.	STREET		
5664	6048	Ricky Dr	A0700-122-000-004	\$ 445.70
5667	6068	Ricky Dr	A0700-122-000-007	\$ 100.80
5668	6071	Ricky Dr	A0700-122-000-024	\$ 533.30
5681	6194	Ricky Dr	A0700-145-000-011	\$ 190.10
5688	2056	St Andrews Ct	A0700-154-000-028	\$ 1,520.30
5689	2057	St Andrews Ct	A0700-154-000-037	\$ 146.00
5690	2064	St Andrews Ct	A0700-154-000-027	\$ 911.10
5695	14	Vernon Ct	A0700-122-000-081	\$ 51.50
5697	1703	Vernon Pl	A0700-122-000-064	\$ 113.40
5698	1706	Vernon Pl	A0700-122-000-061	\$ 126.00
5700	1710	Vernon Pl	A0700-122-000-060	\$ 182.90
5708	1792	Vernon Pl	A0700-129-000-002	\$ 272.00
5710	1812	Vernon Pl	A0700-084-000-053	\$ 886.95
5714	1861	Vernon Pl	A0700-084-000-027	\$ 51.50
5715	1869	Vernon Pl	A0700-084-000-026	\$ 229.00
5716	1872	Vernon Pl	A0700-084-000-035	\$ 51.50
5729	2060	Woodcreek Dr	A0700-189-000-073	\$ 126.00
15012	1480	Becker Dr	A0700-152-000-099	\$ 190.10
15015	1500	Becker Dr	A0700-152-000-086	\$ 138.60
15019	1540	Becker Dr	A0700-152-000-082	\$ 467.20
15022	1561	Becker Dr	A0700-152-000-095	\$ 355.00
15024	1580	Becker Dr	A0700-148-000-098	\$ 51.50
15027	1642	Becker Dr	A0700-148-000-180	\$ 549.40
15029	1660	Becker Dr	A0700-148-000-183	\$ 126.00
15031	1682	Becker Dr	A0700-148-000-152	\$ 630.00
15033	120	Blair House Pl	A0700-225-000-081	\$ 506.20
15037	140	Blair House Pl	A0700-232-000-011	\$ 103.00
15047	30	Bracken Pl	A0700-226-000-031	\$ 891.40
15058	2298	Brick House Ln	A0700-225-000-056	\$ 154.50
15087	1310	Bruton Parish Way	A0700-225-000-028	\$ 51.50
15110	1460	Bruton Parish Way	A0700-226-000-066	\$ 304.60
15127	1	Carousel Circle	A0700-163-000-060	\$ 229.00
15132	9	Carousel Circle	A0700-163-000-068	\$ 126.00
15138	17	Carousel Circle	A0700-163-000-076	\$ 177.50
15139	18	Carousel Circle	A0700-163-000-077	\$ 303.50
15142	23	Carousel Circle	A0700-163-000-082	\$ 51.50
15146	32	Carousel Circle	A0700-163-000-091	\$ 51.50
15148	35	Carousel Circle	A0700-163-000-094	\$ 103.00
15152	39	Carousel Circle	A0700-163-000-100	\$ 1,506.30
15160	51	Carousel Circle	A0700-163-000-112	\$ 1,516.90
15179	1567	Christine Dr	A0700-095-000-056	\$ 817.50
15188	4726	Circle Dr	A0700-244-000-030	\$ 51.50
15197	5240	Clifton Pl	A0700-099-000-016	\$ 51.50
15199	5258	Clifton Pl	A0700-099-000-018	\$ 229.00
15231	5346	Dalton Dr	A0700-107-000-015	\$ 190.10
15242	5714	David Pl	A0700-095-000-090	\$ 51.50
15245	5752	David Pl	A0700-095-000-087	\$ 51.50
15256	5405	Dellbrook Dr	A0700-060-000-103	\$ 51.50
15257	5440	Dellbrook Dr	A0700-107-000-082	\$ 113.40
15258	5450	Dellbrook Dr	A0700-107-000-081	\$ 154.50
15259	925	Deis Dr	A0700-248-000-018	\$ 151.20
15262	974	Deis Dr	A0700-250-000-022	\$ 51.50
15276	5419	Eastgate Dr	A0700-100-000-047	\$ 154.50
15278	5446	Eastgate Dr	A0700-100-000-012	\$ 214.20
15291	1378	Evalie Dr	A0700-118-000-036	\$ 51.50
15297	1438	Evalie Dr	A0700-119-000-003	\$ 51.50
15300	1475	Evalie Dr	A0700-119-000-001	\$ 190.10

**2015 SIDEWALKS - Certification Data**

REF #	PROPERTY ADDRESS		PARCEL ID	BALANCE DUE
	NO.	STREET		
15308	1178	N. Frieda Dr	A0700-107-000-029	\$ 340.20
15316	5334	Frieda Dr	A0700-107-000-004	\$ 935.40
15331	1750	Garrett House Ln	A0700-225-000-076	\$ 510.60
15335	1775	Garrett House Ln	A0700-226-000-079	\$ 454.70
15338	1800	Garrett House Ln	A0700-231-000-004	\$ 306.80
15371	1323	Hunter Ct	A0700-126-000-036	\$ 352.80
15380	1397	Hunter Ct	A0700-126-000-029	\$ 51.50
15386	1543	Hunter Rd	A0700-152-000-079	\$ 51.50
15397	5517	Hiawatha Ct	A0700-061-000-043	\$ 226.80
15425	1524	John Gray Rd	A0700-163-000-057	\$ 154.50
15433	6381	Kings Arms Way	A0700-225-000-008	\$ 315.00
15442	1533	Marlene Dr	A0700-095-000-026	\$ 206.00
15482	1509	Oak Valley Dr	A0700-219-000-008	\$ 51.50
15503	1300	Parkway Ct	A0700-152-000-053	\$ 51.50
15511	1361	Parkway Ct	A0700-152-000-078	\$ 1,352.30
15514	1383	Parkway Ct	A0700-152-000-058	\$ 126.00
15517	5211	Pleasant Ave	A0700-162-000-001	\$ 405.88
15530	5621	Red Oak Dr	A0700-119-000-025	\$ 51.50
15536	5729	Red Oak Dr	A0700-118-000-075	\$ 154.50
15554	5894	Red Oak Dr	A0700-126-000-062	\$ 202.70
15566	5271	River Rd	A0700-099-000-027	\$ 138.60
15570	6298	Robert E Lee Dr	A0700-163-000-045	\$ 1,416.20
15571	6311	Robert E Lee Dr	A0700-163-000-042	\$ 1,365.50
15576	6356	Robert E Lee Dr	A0700-163-000-052	\$ 1,009.70
15579	6383	Robert E Lee Dr	A0700-163-000-033	\$ 51.50
15585	5120	Sherry Ln	A0700-244-000-016	\$ 51.50
15594	5246	Sherry Ln	A0700-119-000-043	\$ 299.20
15596	5254	Sherry Ln	A0700-119-000-044	\$ 138.60
15601	5358	Sherry Ln	A0700-061-000-023	\$ 51.50
15603	5422	Sherry Ln	A0700-061-000-112	\$ 51.50
15614	5416	Southgate Blvd	A0700-100-000-040	\$ 2,561.50
15618	5520	Southgate Blvd	A0700-119-000-035	\$ 103.00
15620	6273	Stonewall Ln	A0700-163-000-114	\$ 51.50
15622	6281	Stonewall Ln	A0700-163-000-115	\$ 214.20
15623	6284	Stonewall Ln	A0700-163-000-016	\$ 126.00
15627	6321	Stonewall Ln	A0700-163-000-011	\$ 51.50
15636	6383	Stonewall Ln	A0700-163-000-003	\$ 262.80
15637	6390	Stonewall Ln	A0700-163-000-029	\$ 363.60
15650	5643	Tallahanda Dr	A0700-061-000-036	\$ 154.50
15653	5683	Tallahanda Dr	A0700-061-000-033	\$ 51.50
15655	123	Terrace Ct	A0700-250-000-027	\$ 51.50
15661	1311	Tolleywood Dr	A0700-118-000-024	\$ 201.60
15662	1321	Tolleywood Dr	A0700-118-000-023	\$ 113.40
15678	3302	Village Dr	A0700-244-000-076	\$ 1,065.80
15683	3342	Village Dr	A0700-244-000-070	\$ 116.80
15697	6090	Woodland Park Dr	A0700-148-000-181	\$ 51.50
				<b>\$ 70,433.23</b>

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

ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REPAIR  
OF SIDEWALKS (INCLUDING APRONS) IN THE CITY OF FAIRFIELD,  
OHIO AND DECLARING AN EMERGENCY.

WHEREAS, this Council did, on the 9<sup>th</sup> day of February, 2015 duly adopt Resolution No. 1-15 declaring the necessity of repairing certain designated sidewalks (including aprons); and

WHEREAS, the City of Fairfield has subsequently repaired that portion of such sidewalks (including aprons) which were not repaired by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said repair has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, this Council has received no objections filed with respect to said estimated assessments;

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

Section 1. The list of estimated assessments of the cost of repairing certain sidewalks (including aprons) in the City of Fairfield, Ohio, reported to this Council and now on file in the office of the Clerk of Council and aggregating \$303,575.55 of which \$70,433.23 remains unpaid, is adopted and confirmed.

Section 2. The several amounts of the assessments are hereby assessed and levied on the lots and lands bounding and abutting the improvement.

Section 3. It is determined that the assessments do not exceed the special benefits resulting from the improvement, and do not exceed any statutory limitation.

Section 4. The Clerk of Council is directed to continue on file in her office a list of the assessments and the description of the lots and lands.

Section 5. The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director of the City of Fairfield within thirty days after the passage of this ordinance or, at the option of the property owner assessed, in five (5) annual installments with interest at the same rate as the bonds issued in anticipation of the collection thereof.

All assessments and installments which have not been paid at the expiration of the thirty-day period shall be certified by the Clerk of Council to the County Auditor, to be placed on the tax duplicate and collected the same as

other taxes, as provided by law.

Section 6. The Clerk of Council is directed to cause notice of the passage of this ordinance to be published as provided by law.

Section 7. The Clerk of this Council is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within twenty days following the passage of this ordinance.

Section 8. 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 these assessments must be effective before being certified to the Butler County Auditor in accordance with law; wherefore, this ordinance shall take effect immediately upon its passage.

Passed \_\_\_\_\_

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

Posted \_\_\_\_\_

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

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

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

Emergency \_\_\_\_\_

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

ATTEST:

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

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

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

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

July 25, 2016

**ITEM**

It is necessary for the City Council to pass appropriations to reconcile accounts.

**FINANCIAL IMPACT**

Supplemental appropriations required in the amount of \$501,800 from the Sewer Revenue and Employee Benefit Trust funds.

**SYNOPSIS**

The original 2015 operating budget included a budget of \$250,000 for payment on an outstanding Bond Anticipation Note (BAN). However, after reviewing the market, it is more cost effective to pay off the entire balance of \$750,000 on the outstanding BAN, thus the additional appropriation of \$500,000 is needed. Finally, an additional \$1,800 is needed in to cover professional actuarial services associated with the City's self-insured health insurance plan.

**BACKGROUND**

The following adjustment in the annual appropriation budget should be made to fund the remainder of 2015:

<b>From:</b>	<b>Unappropriated</b>	<b>Sewer Revenue Fund</b>	<b>\$500,000</b>
<b>To:</b>	62062927-271000	Transfers Out (to Sewer Debt Service fund)	500,000
<b>From:</b>	<b>Unappropriated</b>	<b>Employee Benefit Trust Fund</b>	<b>\$1,800</b>
<b>To:</b>	70216023-233900	Other Professional Services	1,800

**STAFF RECOMMENDATION**

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

<b>LEGISLATIVE ACTIONS:</b>	<b>Suspension of Rules &amp; Adoption Requested?</b>	<b>Yes</b>
	<b>Emergency Provision Needed?</b>	<b>No</b>

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

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

ORDINANCE TO AMEND ORDINANCE NO. 107-15 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016."

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

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

**From: Unappropriated                      Sewer Revenue Fund                      \$500,000**

**To:        62062927-271000                      Transfers Out (to Sewer Debt Service Fund)                      \$500,000**

**From: Unappropriated                      Employee Benefit Trust Fund                      \$ 1,800**

**To:        70216023-233900                      Other Professional Services                      \$ 1,800**

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:

July 25, 2016

Request for appropriation for contractual agenda items

FINANCIAL IMPACT:

\$60,000.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested to fund a contract appearing under New Business on Council's meeting agenda dated July 25, 2016:

\$60,000 for design of paving improvements on Route 4 between Seward Road and Bobmeyer Road.

BACKGROUND:

Please refer to specific Council Communications dated July 25, 2016 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?  yes

If yes, explain no above

Emergency Provision Needed?  yes

If yes, explain no above

Prepared by: Alisha Wilson  
Approved for Content by: Alisha Wilson  
Financial Review (where applicable) by: Mary Stutz  
Legal Review (where applicable) by: John H. Clemmons  
Accepted by Council Agenda: Alisha Wilson

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

ORDINANCE TO AMEND ORDINANCE NO. 107-15 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016."

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

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

From:	<b>Unappropriated Street Improvement Fund.....</b>	<u>\$ 60,000</u>
To:	40116023-233300 Engineering Services.....	<u>\$ 60,000</u>
	(Design for Paving Improvement on Route 4 between Seward and Bobmeyer Roads)	

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:

July 25, 2016

Request for appropriation for non-contractual agenda items

FINANCIAL IMPACT:

\$130,407.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested:

- \$30,549 for Fire Department Facilities Energy Upgrades;
- \$4,000 for upgrades to power supplies for computer workstations and upgrade of computers;
- \$49,900 for upgrade to wireless communications equipment network;
- \$30,958 for purchase and outfitting of Ford F-150 4x4 Pickup Truck for Water Division;
- \$15,000 for purchase of seven (7) fire hydrants.

BACKGROUND:

Please refer to specific Council Communications dated July 25, 2016 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?

yes

If yes, explain  
no above

Emergency Provision Needed?

yes

If yes, explain  
no above

Prepared by: Heather Wilson

Approved for Content by: Heather Wilson

Financial Review (where applicable) by: May [Signature]

Legal Review (where applicable) by: [Signature]

Accepted by Council Agenda: Heather Wilson



## Small Business Energy Saver Program



Customer Name: F.F. Fire Dept  
 Customer Address: 375 NILLES RD  
 City, State and Zip: FAIRFIELD, OH 45014  
 Application Number: 2881

### Value Analysis:

Total Project Cost	\$ 12,993.34
Duke Energy Small Business Energy Saver Incentive	\$ 4,352.50
Duke Energy Small Business Energy Saver Contribution Percentage	33.50 %
Customer Contribution	\$ 8,640.84

### Savings Analysis:

Estimated Total Annual kWh Savings	22,320.48
Estimated Annual Energy Cost Savings	\$ 2,455.25
Estimated Monthly Energy Cost Savings	\$ 204.60
Simple Payback Period (Months)	42.23

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$8,231.45
Lump Sum Simple Payback Period with 5% Discount (Months)	40.23
Option B: Interest Free Financing (12 Monthly Payments)	\$ 720.07
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 515.47



Small Business  
Energy Saver



# Energy Savings Report

Lighting Location			Lighting Baseline				Lighting Proposed				Lighting Savings					
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Flag Pole Ground Flood	Dusk-to-Dawn / Exterior Lighting /	1	MH/400/FL	458	0.46	4,368	2,001	NFLOOD/LED/54-KNUCKLE	54	0.05	LEC/ONOFF	4,368	236	0.40	1,765
2	Ground Floods	Dusk-to-Dawn / Exterior Lighting /	2	MH/70/FL	95	0.19	4,368	830	NFLOOD/LED/19	19	0.04	LEC/ONOFF	4,368	166	0.15	664
3	Wall Packs	Dusk-to-Dawn / Exterior Lighting /	3	MH/175/WP	215	0.64	4,368	2,817	NWP/LED41	41	0.12	LEC/ONOFF	4,368	537	0.52	2,280
4	Pole Lights	Dusk-to-Dawn / Exterior Lighting /	12	MH/400/P	458	5.50	4,368	24,007	NAREA/LED/122	122	1.46	LEC/ONOFF	4,368	6,395	4.03	17,612
<b>Totals</b>			<b>18</b>			<b>6.79</b>		<b>29,654</b>			<b>1.68</b>			<b>7,334</b>	<b>5.11</b>	<b>22,320</b>

## Non-Incentivized Work

**Customer Name:** F.F. Fire Dept  
**Address:** 375 NILLES RD  
**City, State and Zip:** FAIRFIELD, OH 45014

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
40' RT Boom Per Week		\$0.00	1	\$0.00
Round Trip Delivery		\$0.00	1	\$0.00
Twist Lock Photo-Cell 208-277V		\$23.17	12	\$278.04
LED/PC 120V - Pencil Style		\$29.17	6	\$175.02
<b>Total Non-Incentivized Cost:</b>				<b>\$453.06</b>

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	F.F. Fire Dept	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	375 NILLES RD	<b>Audit Date:</b>	12/15/15 3:30 PM
<b>Town, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	390081720	<b>Application Number:</b>	2881

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work.". The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to the install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

**9. Customer Contribution**

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

**THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):**

Lump sum payment of \$8231.45 (5% discount)       Interest-Free Financing (12) payments of \$720.07 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscouts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

**10. Participation in Other Energy Efficiency Programs**

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

**11. Entire Agreement**

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

**12. Representations of Customer**

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

**13. Authorized Signature of Customer**

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:**

**Business Name**      F.F. Fire Dept      **Incorporated**            **Not Incorporated**     

**Address**      375 NILLES RD      If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.

**City, State, Zip**      FAIRFIELD, OH 45014      **Federal ID #** \_\_\_\_\_

**CUSTOMER**

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

# Finance Agreement

<b>Business Name:</b>	F.F. Fire Dept	<b>Contact Person:</b>	Don Bennett
<b>Address:</b>	375 NILLES RD	<b>Phone Number:</b>	867-5379
<b>City, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Fax Number:</b>	

This Agreement is between SmartWatt Energy, Inc. and FAIRFIELD, CITY OF FIRE DEPART to finance an Energy Efficiency upgrade for:

**Application Number: 2881**

**Balance Financed: \$ 8,640.84**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$720.07 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card                     
  Checking Account                     
  Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, FAIRFIELD, CITY OF FIRE DEPART agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00		monthly payment will be automatically debited as per financing agreement
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact Don Bennett if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

<b>CUSTOMER</b>	<b>SMARTWATT ENERGY, INC.</b>
Signature: _____	Signature: _____
Name (Print); _____	Name (Print); _____
Date: _____	Date: _____

**Payment Information (payment information must reflect selected payment choice)**

<b>CREDIT CARD</b>	<b>BANK ACCOUNT</b>
VISA    MC    AMEX    DISCOVER	
Card Number: _____	<b>**Please attach a Voided Check or Deposit Slip**</b>
CCV: _____	Bank Name: _____
Expiration Date: _____	Routing Number: _____
Name on Card: _____	Account Number: _____
Billing Address: _____	

# Small Business Energy Saver Program



## Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information	
Tenant (Duke Energy Customer) Name: FAIRFIELD, CITY OF FIRE DEPART	Business Name: F.F. Fire Dept
Street Address: 375 NILLES RD	City, State, ZIP: FAIRFIELD, OH 45014
SmartWatt Energy Project Number: 2881	Tenant Phone: 867-5379
Tenant Signature:	Tenant Email:
Landlord/Property Owner Name:	Date:
Landlord/Property Owner Name (If Applicable):	
Street Address:	City, State, Zip:
Landlord Phone:	Landlord Email:
Landlord Signature:	Date:

**Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!**

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.

2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.

4. We need **you** (or your designee) to complete the following tasks, **prior to the installation date**:

a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. **Please make sure each breaker in your electrical panel(s) is clearly marked.**

b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. **Please make sure installation areas are cleared.**

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. **Failure to complete these tasks prior to installation will result in installation delays.**

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.



Job/Facility: City of Fairfield

Date: June 28, 2016

### Firestation Nillies Rd

	Current System	Proposed System	Savings
Annual Energy Cost	\$3,029.80	\$966.64	\$2,063.16
Annual Relamp Cost	\$212.09	\$0.00	\$212.09
Lifetime Spend (10 years)	\$32,418.82	\$17,105.06	\$15,313.76

Proposed System Material Cost	\$9,189.70
Proposed System Labor Cost	\$0.00
Disposal of Lamps and Ballasts	\$0.00
Total System Cost (without rebate)	\$9,189.70
Proposed System Utility Rebate	\$1,751.00
<b>Total NET System Cost (after rebate)</b>	<b>\$7,438.70</b>

Payback - Years	3.27
ROI %	0.31
Annual Energy Saved - kWh	22924.00
Annual Energy Saved - KW	5.21
Annual AC Savings	10.13

#### Summary of Work

#### ENVIRONMENTAL IMPACT

CARBON DIOXIDE	54788.36	Lbs.
SULFER DIOXIDE	453.8952	Lbs.
NITROGEN OXIDE	222.13356	Lbs.
COAL	98.5732	Lbs.

This quote is an estimate based on our walkthrough completed on 6/28/2016. The final total is subject to change due to the purchase of additional material, returns, and/or changes in allowable rebate. As of this date, the utility rebate is available until the end of 2016. If the program is canceled, material quantities change, or the project and paperwork are not completed by the end of the rebate program, Becker Electric Supply shall not be held liable for the utility rebate.



Electrical Supplies. Powerful Service.

Greg Johnson - Outside Sales  
Cincinnati, Ohio 45241

11400 Mosteller Rd  
513-326-2146 or fax 972-649-1428

To: Brian Rose | City of Fairfield

6/6/2016

SUBJECT: Firehouse 31 LED Lighting Quote

QTY	DESCRIPTION / CATALOG	Unit Price	Rebate	After Rebate	TOTAL
12	KAX1 LED P4 40K R3 MVOLT SPA DBXD	\$ 580.00	\$ 120.00	\$ 460.00	\$ 5,520.00
Type P	Pole Mount				
3	KAXW LED P3 40K R3 MVOLT DBXD	\$ 364.00	\$ 65.00	\$ 299.00	\$ 897.00
Type WM	Wallmount				
2	OFL1 LED P2 40K MVOLT THK DBXD M4 / DSXF1/2TS DBXD	\$ 199.00	\$ 45.00	\$ 154.00	\$ 308.00
Type FL	Flood light				
1	OFL2 LED P3 40K MVOLT YK DBXD M2	\$ 393.75	\$ 120.00	\$ 273.75	\$ 273.75
Type FL1	Flood light				
29	TLK-DR6A-A14240DO	\$ 87.50	\$ 15.00	\$ 72.50	\$ 2,102.50
Cans	Recessed Cans				
<b>TOTAL QUOTE less Tax</b>					<b>\$ 9,101.25</b>

All sales are subject to Gexpro's Terms & Conditions of Sale in effect at the time of the quotation. Gexpro's Standard Terms and Conditions of Sale are available at [www.gexpro.com/terms](http://www.gexpro.com/terms). This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. Any services included in this quotation and listed as not being performed by Gexpro shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provision of the services.

Notwithstanding anything to the contrary in Customer's purchase order or any subsequent documents, Gexpro expressly objects to any additional or different terms proposed by Customer, and no such terms will be binding on Gexpro unless specifically agreed to in writing by a Gexpro officer or person holding a valid delegation of authority from the Company evidenced by a Secretary's Certificate bearing the corporate seal.

## Small Business Energy Saver Program



Customer Name: Fairfield Fire Department Route 4  
Customer Address: 6540 DIXIE HWY  
City, State and Zip: FAIRFIELD, OH 45014  
Application Number: 3673

### Value Analysis:

Total Project Cost	\$ 22,452.37
Duke Energy Small Business Energy Saver Incentive	\$ 10,049.07
Duke Energy Small Business Energy Saver Contribution Percentage	44.76 %
Customer Contribution	\$ 12,403.30

### Savings Analysis:

Estimated Total Annual kWh Savings	51,533.66
Estimated Annual Energy Cost Savings	\$ 5,668.70
Estimated Monthly Energy Cost Savings	\$ 472.39
Simple Payback Period (Months)	26.26

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$11,885.88
Lump Sum Simple Payback Period with 5% Discount (Months)	25.16
Option B: Interest Free Financing (12 Monthly Payments)	\$ 1,033.61
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 561.22



Small Business  
Energy Saver



# Energy Savings Report

Lighting Location			Lighting Baseline				Lighting Proposed				Lighting Savings					
Line	Description	Location Type	Qty	Code	Watts	KW	Annual Hours	kWh	Code	Watts	KW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Indirect Floods	Dusk-to-Dawn / Exterior Lighting /	4	MH/175/FL	215	0.86	4,368	3,756	NFLOOD/LED/19	19	0.08	LEC/ONOFF	4,368	332	0.78	3,425
2	Flag Flood Light	Dusk-to-Dawn / Exterior Lighting /	1	MH/400/FL	458	0.46	4,368	2,001	NFLOOD/LED/54-KNUCKLE	54	0.05	LEC/ONOFF	4,368	236	0.40	1,765
3	Canopies	Dusk-to-Dawn / Exterior Lighting /	12	MH/100/CPY	128	1.54	4,368	6,709	RL/LED19/A-LAMP	19	0.23	LEC/ONOFF	4,368	996	1.31	5,713
4	Pole Lights	Dusk-to-Dawn / Exterior Lighting /	8	MH/1000/P	1,080	8.64	4,368	37,740	NAREA/LED/223	223	1.78	LEC/ONOFF	4,368	7,793	6.86	29,947
5	Side wall packs	Dusk-to-Dawn / Exterior Lighting /	2	MH/250/WP	295	0.59	4,368	2,577	NWP/LED41	41	0.08	LEC/ONOFF	4,368	358	0.51	2,219
6	Hall	Warehouse / Un-cooled / SBES	6	TT/2FB32/E	59	0.35	8,736	3,093	RKTT/LED26	26	0.16	LEC/ONOFF	8,736	1,363	0.20	1,730
7	Bays	Warehouse / Un-cooled / SBES	6	S8/4F32/E	112	0.67	8,736	5,871	RLRB/4LED15/N	72	0.43	LEC/ONOFF	8,736	3,774	0.24	2,097
8	Wall Packs small	Dusk-to-Dawn / Exterior Lighting /	9	MH/100/WP	128	1.15	4,368	5,032	NWP/LED10	10	0.09	LEC/ONOFF	4,368	393	1.06	4,639
<b>Totals</b>			<b>48</b>			<b>14.26</b>	<b>66,778</b>			<b>2.90</b>			<b>15,244</b>		<b>11.36</b>	<b>51,534</b>

## Non-Incentivized Work

**Customer Name:** Fairfield Fire Department Route 4  
**Address:** 6540 DIXIE HWY  
**City, State and Zip:** FAIRFIELD, OH 45014

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
40' RT Boom Per Week		\$1,107.14	1	\$1,107.14
Round Trip Delivery		\$300.00	1	\$300.00
TwistLock PhotoCell for Beta 120/277V		\$28.46	8	\$227.68
Staging Costs for Fixtures ( Inaccessible to Aerial Lift )		\$35.00	12	\$420.00
<b>Total Non-Incentivized Cost:</b>				<b>\$2,054.82</b>

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Fairfield Fire Department Route 4	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	6540 DIXIE HWY	<b>Audit Date:</b>	4/4/16 1:00 PM
<b>Town, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	633021761	<b>Application Number:</b>	3673

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to the install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

**9. Customer Contribution**

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

**THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):**

Lump sum payment of \$11885.88 (5% discount)       Interest-Free Financing (12) payments of \$1033.61 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

**10. Participation in Other Energy Efficiency Programs**

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

**11. Entire Agreement**

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

**12. Representations of Customer**

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

**13. Authorized Signature of Customer**

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:**

<b>Business Name</b>	Fairfield Fire Department Route	<b>Incorporated</b>	<input type="checkbox"/>	<b>Not Incorporated</b>	<input type="checkbox"/>
<b>Address</b>	6540 DIXIE HWY	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
<b>City, State, Zip</b>	FAIRFIELD, OH 45014	<b>Federal ID #</b>	_____		

**CUSTOMER**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Finance Agreement

<b>Business Name:</b>	Fairfield Fire Department Route 4	<b>Contact Person:</b>	Brian Rose
<b>Address:</b>	6540 DIXIE HWY	<b>Phone Number:</b>	513-867-4209
<b>City, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Fax Number:</b>	

This Agreement is between SmartWatt Energy, Inc. and FAIRFIELD, CITY OF FIRE DEPART to finance an Energy Efficiency upgrade for:

**Application Number: 3673**

**Balance Financed: \$ 12,403.30**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$1033.61 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card

Checking Account

Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, FAIRFIELD, CITY OF FIRE DEPART agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00		monthly payment will be automatically debited as per financing agreement
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact Brian Rose if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

**CUSTOMER**

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print); \_\_\_\_\_

Name (Print); \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Information (payment information must reflect selected payment choice)**

**CREDIT CARD**    VISA    MC    AMEX    DISCOVER

**BANK ACCOUNT**

Card Number: \_\_\_\_\_

*\*\*Please attach a Voided Check or Deposit Slip\*\**

CCV: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Account Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_



Small Business  
Energy Saver

# Small Business Energy Saver Program



## Landlord Consent Agreement for Energy Efficiency Improvements

<b>Duke Energy Account Information</b>	
Tenant (Duke Energy Customer) Name: FAIRFIELD, CITY OF FIRE DEPART	Business Name: Fairfield Fire Department Route 4
Street Address: 6540 DIXIE HWY	City, State, ZIP: FAIRFIELD, OH 45014
SmartWatt Energy Project Number: 3673	Tenant Phone: 513-867-4209
Tenant Signature:	Tenant Email:
Landlord/Property Owner Name:	Date:
Landlord/Property Owner Name (If Applicable):	
Street Address:	City, State, Zip:
Landlord Phone:	Landlord Email:
Landlord Signature:	Date:

# Small Business Energy Saver Program



**Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!**

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.

2. The next point of contact(s) will be:

**Name:** Kelly Kuser  
**Title:** Construction Coordinator  
**Phone:** 513-463-7644  
**Email:** [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

**Name:** Sanchez Foster  
**Title:** Construction Manager  
**Phone:** 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.

4. We need **you** (or your designee) to complete the following tasks, **prior to the installation date:**

a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. **Please make sure each breaker in your electrical panel(s) is clearly marked.**

b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. **Please make sure installation areas are cleared.**

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. **Failure to complete these tasks prior to installation will result in installation delays.**

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.





Electrical Supplies. Powerful Service.

Greg Johnson - Outside Sales  
Cincinnati, Ohio 45241

11400 Mosteller Rd  
513-326-2146 or fax 972-649-1428

To: Brian Rose | City of Fairfield

6/6/2016

SUBJECT: Firehouse 32 LED Lighting Quote

QTY	DESCRIPTION / CATALOG	Unit Price	Rebate	After Rebate	TOTAL
4 Type P2	KAX1 LED P4 40K R5 MVOLT SPA DBDXD Pole Mount	\$ 580.00	\$ 120.00	\$ 460.00	\$ 1,840.00
4 Type P1	KAX1 LED P4 40K R3 MVOLT SPA DBDXD Pole Mount	\$ 580.00	\$ 120.00	\$ 460.00	\$ 1,840.00
2 Type BL	BRK-8-EL-B-21LED-40K-FINISH	\$ 293.00	- \$	293.00	\$ 586.00
9 Type WM	VGR5C 50LED GL MVOLT DWHG LPI Wallmount	\$ 565.00	- \$	565.00	\$ 5,085.00
4 Type UP	WSQ LED 2 10A700/40K SR3 MVOLT WLU DWHXD	\$ 540.00	\$ 45.00	\$ 495.00	\$ 1,980.00
1 Type FL1	OFL2 LED P3 40K MVOLT IS DBDXD Flood light - confirm mounting	\$ 396.00	\$ 120.00	\$ 276.00	\$ 276.00
12 Cans	TLK-DR10A-A24240DO Recessed Cans	\$ 143.75	\$ 15.00	\$ 128.75	\$ 1,545.00
2 LED Lamps	12.5PAR30G4/940/FL40/VOLTS Confirm Voltage	\$ 17.10	\$ 10.00	\$ 7.10	\$ 14.20
<b>TOTAL QUOTE less Tax &amp; Freight</b>					<b>\$ 13,152.00</b>

All sales are subject to Gexpro's Terms & Conditions of Sale in effect at the time of the quotation. Gexpro's Standard Terms and Conditions of Sale are available at [www.gexpro.com/terms](http://www.gexpro.com/terms). This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. Any services included in this quotation and listed as not being performed by Gexpro shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provision of the services.

Notwithstanding anything to the contrary in Customer's purchase order or any subsequent documents, Gexpro expressly objects to any additional or different terms proposed by Customer, and no such terms will be binding on Gexpro unless specifically agreed to in writing by a Gexpro officer or person holding a valid delegation of authority from the Company evidenced by a Secretary's Certificate bearing the corporate seal.

## Fire station Rt 4 RAB

	Current System	Proposed System	Savings
Annual Energy Cost	\$3,314.12	\$831.60	\$2,482.52
Annual Relamp Cost	\$231.99	\$0.00	\$231.99
Lifetime Spend (10 years)	\$35,461.13	\$16,375.90	\$19,085.23

Proposed System Material Cost	\$9,792.90
Proposed System Labor Cost	\$0.00
Disposal of Lamps and Ballasts	\$0.00
Total System Cost (without rebate)	\$9,792.90
Proposed System Utility Rebate	\$1,733.00
Total NET System Cost (after rebate)	\$8,059.90

Payback - Years	2.97
ROI %	0.34
Annual Energy Saved - kWh	27583.60
Annual Energy Saved - KW	6.27
Annual AC Savings	12.19

### Summary of Work

### ENVIRONMENTAL IMPACT

CARBON DIOXIDE	65924.804	Lbs.
SULFUR DIOXIDE	546.15528	Lbs.
NITROGEN OXIDE	267.285084	Lbs.
COAL	118.60948	Lbs.

This quote is an estimate based on our walkthrough completed on 1/0/1900. The final total is subject to change due to the purchase of additional material, returns, and/or changes in allowable rebate. As of this date, the utility rebate is available until the end of 2016. If the program is canceled, material quantities change, or the project and paperwork are not completed by the end of the rebate program, Becker Electric Supply shall not be held liable for the utility rebate.

# Small Business Energy Saver Program



Customer Name: Fairfield City Fire Department  
Customer Address: 6118 WINTON RD  
City, State and Zip: FAIRFIELD, OH 45014  
Application Number: 2911

## Value Analysis:

Total Project Cost	\$ 8,651.49
Duke Energy Small Business Energy Saver Incentive	\$ 2,933.47
Duke Energy Small Business Energy Saver Contribution Percentage	33.91 %
Customer Contribution	\$ 5,718.02

## Savings Analysis:

Estimated Total Annual kWh Savings	15,043.39
Estimated Annual Energy Cost Savings	\$ 1,654.77
Estimated Monthly Energy Cost Savings	\$ 137.90
Simple Payback Period (Months)	41.47

## Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$5,432.12
Lump Sum Simple Payback Period with 5% Discount (Months)	39.39
Option B: Interest Free Financing (12 Monthly Payments)	\$ 476.50
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 338.60



Small Business  
Energy Saver



# Energy Savings Report

Line	Description	Location Type	Qty	Lighting Baseline				Lighting Proposed				Lighting Savings				
				Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Canopies	Dusk-to-Dawn / Exterior Lighting /	9	MH/250/CPY	295	2.66	4,368	11,597	NCPY/LED60	60	0.54	LEC/ONOFF	4,368	2,359	2.12	9,238
2	Back Wallpacks	Dusk-to-Dawn / Exterior Lighting /	2	MH/70/WP	95	0.19	4,368	830	NWP/LED20	20	0.04	LEC/ONOFF	4,368	175	0.15	655
3	Main Wallpacks	Dusk-to-Dawn / Exterior Lighting /	6	MH/150/WP	190	1.14	4,368	4,980	NFLOOD/LED/19	19	0.11	LEC/ONOFF	4,368	498	1.03	4,482
4	Area Light Flag	Dusk-to-Dawn / Exterior Lighting /	1	MH/150/FL	190	0.19	4,368	830	NFLOOD/LED/37	37	0.04	LEC/ONOFF	4,368	162	0.15	668
<b>Totals</b>			<b>18</b>		<b>4.18</b>		<b>18,236</b>		<b>0.73</b>			<b>3,193</b>	<b>3.44</b>	<b>15,043</b>		

## Non-Incentivized Work

**Customer Name:** Fairfield City Fire Department  
**Address:** 6118 WINTON RD  
**City, State and Zip:** FAIRFIELD, OH 45014

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
LED/PC 120V - Pencil Style incentive		\$0.00	7	\$0.00
Outdoor Box for New Floods		\$0.00	7	\$0.00

### NO ADDITIONAL WORK NEEDED

#### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Fairfield City Fire Department	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	6118 WINTON RD	<b>Audit Date:</b>	12/15/15 4:00 PM
<b>Town, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	5310061820	<b>Application Number:</b>	2911

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (KW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to the install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

**9. Customer Contribution**

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

**THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):**

Lump sum payment of \$5432.12 (5% discount)       Interest-Free Financing (12) payments of \$476.50 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscouts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

**10. Participation in Other Energy Efficiency Programs**

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

**11. Entire Agreement**

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

**12. Representations of Customer**

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

**13. Authorized Signature of Customer**

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:**

<b>Business Name</b>	Fairfield City Fire Department	<b>Incorporated</b>	<input type="checkbox"/>	<b>Not Incorporated</b>	<input type="checkbox"/>
<b>Address</b>	6118 WINTON RD	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
<b>City, State, Zip</b>	FAIRFIELD, OH 45014	<b>Federal ID #</b>	_____		

**CUSTOMER**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Finance Agreement

<b>Business Name:</b>	Fairfield City Fire Department	<b>Contact Person:</b>	Don Bennett
<b>Address:</b>	6118 WINTON RD	<b>Phone Number:</b>	513-867-5379
<b>City, State and Zip:</b>	FAIRFIELD, OH 45014	<b>Fax Number:</b>	

This Agreement is between SmartWatt Energy, Inc. and FAIRFIELD, CITY OF FIRE DEPART to finance an Energy Efficiency upgrade for:

**Application Number: 2911**

**Balance Financed: \$ 5,718.02**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$476.50 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card                     
  Checking Account                     
  Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, FAIRFIELD, CITY OF FIRE DEPART agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00		monthly payment will be automatically debited as per financing agreement
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact Don Bennett if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

<b>CUSTOMER</b>	<b>SMARTWATT ENERGY, INC.</b>
Signature: _____	Signature: _____
Name (Print); _____	Name (Print); _____
Date: _____	Date: _____

**Payment Information (payment information must reflect selected payment choice)**

<b>CREDIT CARD</b>	<b>BANK ACCOUNT</b>
VISA    MC    AMEX    DISCOVER	
Card Number: _____	<b>**Please attach a Voided Check or Deposit Slip**</b>
CCV: _____	Bank Name: _____
Expiration Date: _____	Routing Number: _____
Name on Card: _____	Account Number: _____
Billing Address: _____	

# Small Business Energy Saver Program



## Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information	
Tenant (Duke Energy Customer) Name: FAIRFIELD, CITY OF FIRE DEPART	Business Name: Fairfield City Fire Department
Street Address: 6118 WINTON RD	City, State, ZIP: FAIRFIELD, OH 45014
SmartWatt Energy Project Number: 2911	Tenant Phone: 513-867-5379
Tenant Signature:	Tenant Email:
Landlord/Property Owner Name:	Date:
Landlord/Property Owner Name (If Applicable):	
Street Address:	City, State, Zip:
Landlord Phone:	Landlord Email:
Landlord Signature:	Date:

**Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!**

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.
2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need **you** (or your designee) to complete the following tasks, **prior to the installation date**:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. **Please make sure each breaker in your electrical panel(s) is clearly marked.**
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. **Please make sure installation areas are cleared.**

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. **Failure to complete these tasks prior to installation will result in installation delays.**

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.



Job/Facility: City of Fairfield

Date: June 28, 2016

**Fire station Mack/Winton RAB**

	Current System	Proposed System	Savings
Annual Energy Cost	\$1,160.28	\$295.81	\$864.47
Annual Relamp Cost	\$81.22	\$0.00	\$81.22
Lifetime Spend (10 years)	\$12,415.00	\$5,540.72	\$6,874.28

Proposed System Material Cost	\$4,214.60
Proposed System Labor Cost	\$0.00
Disposal of Lamps and Ballasts	\$0.00
Total System Cost (without rebate)	\$4,214.60
Proposed System Utility Rebate	\$1,632.00
Total NET System Cost (after rebate)	\$2,582.60

Payback - Years	2.73
ROI %	0.37
Annual Energy Saved - kWh	9605.20
Annual Energy Saved - KW	2.18
Annual AC Savings	4.24

**Summary of Work**

**ENVIRONMENTAL IMPACT**

CARBON DIOXIDE	22956.428	Lbs.
SULFUR DIOXIDE	190.18296	Lbs.
NITROGEN OXIDE	93.074388	Lbs.
COAL	41.30236	Lbs.

This quote is an estimate based on our walkthrough completed on 7/4/2016. The final total is subject to change due to the purchase of additional material, returns, and/or changes in allowable rebate. As of this date, the utility rebate is available until the end of 2016. If the program is canceled, material quantities change, or the project and paperwork are not completed by the end of the rebate program, Becker Electric Supply shall not be held liable for the utility rebate.



### Scope of Work

Date: 8/28/2016

Area/Location	Existing System	Qty	Proposed System	Qty	Becker Provided	Notes
<b>Fire station Mack/Winton RAB</b>						
Canopy lights	175 watt MH	9	RAB 65 watt canopy light	9	LED canopy fixture	0
Wall packs	100 watt MH	8	RAB 18 watt wall pack	8	LED wall pack	0
Floods	150 watt MH	1	18 watt flood	1	LED flood	0

Area/Location	Existing System	Qty	Proposed System	Qty	Becker Provided	Notes
<b>Fire station R14 RAB</b>						
Area lights	400 watt 2 double 4 single	8	RAB 150 watt LED area light	8	LED area light	0
Bollards	100 watt	2	RAB 24 watt LED Bollard square	2	LED bollard	0
Wall sconce	175 watt MH	9	RAB 26 watt LED wall pack	9	LED wall pack	0
Uplighting	175 watt MH	4	RAB 26 watt LED wall pack	4	LED wall pack	0
Recessed wall mount wall	175 watt MH	2	RAB 26 watt LED wall pack (note for replace with wall pack)	2	LED wall pack	0
Flag	400 watt flood	1	RAB 150 watt LED flood	1	LED flood	0
Recessed cans	2x42 watt CFL	12	Plug in style LED (qty 24 LED lamps)	12	LED plug in lamp	0



Electrical Supplies. Powerful Service.

Greg Johnson - Outside Sales  
Cincinnati, Ohio 45241

11400 Mosteller Rd  
513-326-2146 or fax 977-649-1428

To: Brian Rose | City of Fairfield

6/7/2016

SUBJECT: Firehouse 33 LED Lighting Quote

QTY	DESCRIPTION / CATALOG	Unit Price	Rebate	After Rebate	TOTAL
8	BK-L44.0-VOLTS-BZ-30K	\$ 328.00	\$ -	\$ 328.00	\$ 2,624.00
Type WM	WALL MOUNT				
6	KAXW LED P1 40K R3 MVOLT DBXD	\$ 305.00	\$ 45.00	\$ 260.00	\$ 1,560.00
Type WM1	WALL MOUNT				
1	OFL1 LED P2 40K MVOLT DBXD / DSXF1/2TS DBXD	\$ 199.00	\$ 45.00	\$ 154.00	\$ 154.00
Type FL	FLOOD				
<b>TOTAL QUOTE less Tax</b>					<b>\$ 4,338.00</b>

All sales are subject to Gexpro's Terms & Conditions of Sale in effect at the time of the quotation. Gexpro's Standard Terms and Conditions of Sale are available at [www.gexpro.com/terms](http://www.gexpro.com/terms). This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. Any services included in this quotation and listed as not being performed by Gexpro shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provision of the services.

Notwithstanding anything to the contrary in Customer's purchase order or any subsequent documents, Gexpro expressly objects to any additional or different terms proposed by Customer, and no such terms will be binding on Gexpro unless specifically agreed to in writing by a Gexpro officer or person holding a valid delegation of authority from the Company evidenced by a Secretary's Certificate bearing the corporate seal.

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

July 25, 2016

ITEM

City Council is requested to approve an appropriation in the amount of \$4,000 from the Capital Improvement Program for 2016.

FINANCIAL IMPACT

An appropriation in the amount of \$4,000 from the Capital Improvement Program for the upgrade and additions to the City's computer network structure as approved under project CMO-16-003.

BACKGROUND

This appropriation will cover the upgrades to the power supplies to several computer workstations and the upgrade of computers. To ensure clean and uninterrupted power to computer workstations it is necessary to refresh the battery units. This upgrade will accommodate multiple workstations across multiple departments. All equipment and software will be purchased under Ohio State pricing from CDWG.

STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$4,000 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

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

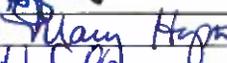
Prepared by:

Joseph Waldmann 

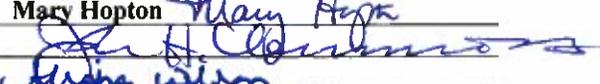
Approved for content

Greg Preece 

Financial Review (where applicable) by:

Mary Hopton 

Legal Review (where applicable) by:



Accepted by Council Agenda:





# QUOTE CONFIRMATION

DEAR JOSEPH WALDMANN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFSX799	7/13/2016	HFSX799	6636447	\$3,286.01

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Surface 65W Power Supply Power adapter</u> Mfg. Part#: Q5N-00001 UNSPSC: 39121006 Contract: MARKET	1	3862764	\$79.99	\$79.99
<u>Microsoft Surface Mini DisplayPort to HDMI AV Adapter - video / audio adapt</u> Mfg. Part#: Q7X-00019 UNSPSC: 26121604 Contract: MARKET	1	3862765	\$39.99	\$39.99
<u>Microsoft Complete for business - extended service agreement - 4 years</u> Mfg. Part#: HP3-00029 UNSPSC: 81111812 Contract: MARKET	1	3862761	\$499.00	\$499.00
<u>Microsoft Surface Pro 4 Core i7 512 GB SSD 16 GB RAM Windows 10 Pro</u> Mfg. Part#: TN3-00001 UNSPSC: 43211509 Contract: MARKET	1	3862782	\$2,199.00	\$2,199.00
<u>Microsoft Sculpt Comfort Bluetooth Wireless Mouse</u> Mfg. Part#: H3S-00003 UNSPSC: 43211708 Contract: MARKET	1	2983737	\$37.90	\$37.90
<u>Microsoft Surface Pro 4 Docking Station</u> Mfg. Part#: PF3-00005 UNSPSC: 43211602 Contract: MARKET	1	3862762	\$199.99	\$199.99
<u>Microsoft Surface Pro 4 Type Cover with Fingerprint ID Keyboard</u> Mfg. Part#: RH9-00001 UNSPSC: 43211706 Contract: MARKET	1	3862766	\$159.99	\$159.99
<u>Microsoft Surface Mini DisplayPort to VGA Adapter - display adapter</u> Mfg. Part#: R7X-00021 UNSPSC: 26121604 Contract: MARKET	1	3862768	\$39.99	\$39.99

PURCHASER BILLING INFO	SUBTOTAL	\$3,255.85
<b>Billing Address:</b> CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 <b>Phone:</b> (513) 867-5315 <b>Payment Terms:</b> NET 30-VERBAL	SHIPPING	\$30.16
	GRAND TOTAL	\$3,286.01
	Please remit payments to:	
DELIVER TO		

# QUOTE CONFIRMATION



**DEAR MIKE FELERSKI,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFTJ228	7/14/2016	HFTJ228	6636447	\$314.96

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>APC Back-UPS ES 350VA UPS</b> Mfg. Part#: BE350G UNSPSC: 39121011 Contract: MARKET	14	1531460	\$56.85	\$284.25

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
<b>Billing Address:</b> CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 <b>Payment Terms:</b> NET 30-VERBAL	<b>SHIPPING</b>	\$30.71
	<b>GRAND TOTAL</b>	<del>\$314.96</del>
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>DELIVER TO</b>  <b>Shipping Address:</b> CITY OF FAIRFIELD MIKE FELERSKI 701 WESSEL DR FAIRFIELD, OH 45014-3611 <b>Shipping Method:</b> FEDEX Ground	#640	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	BJ Dieterich	(866) 665-7137
		bjdiete@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

July 25, 2016

ITEM

City Council is requested to approve an appropriation in the amount of \$49,900 (which includes a contingency for licensing), from the Capital Improvement Program for 2016.

FINANCIAL IMPACT

An appropriation in the amount of \$49,900 from the Capital Improvement Program for the upgrade and additions to the City's wireless network structure as approved under project CMO-16-001.

BACKGROUND

In order to facilitate the new network equipment and mobile devices being used throughout the City by nearly all departments, the City must upgrade the network backbone of the wireless communication equipment. This upgrade will avail better network connectivity and a far greater range of connectivity for the mobile devices used by employees in the field for the purposes of data access and submission. All equipment and software will be purchased under Ohio State pricing from CDWG.

STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$49,900 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

Approved for content

Greg Preece

Financial Review (where applicable) by:

Mary Hopton

Legal Review (where applicable) by:

[Signature]

Accepted by Council Agenda:

[Signature]

WAP	CDW	CDW1YR	CDW3YR	CDW5YR	Newegg 1	Newegg 3	Newegg 5	Amazon 1	Amazon 3	Amazon 5
MR-42	741.13	943.61	943.61	1044.36	897	977.5	1092.5	715.26	977.46	1099.99
LIC-1 YR	101.74									
LIC-3 YR	202.48									
LIC-5 YR	303.23									
LIC-7 YR	424.93									

iglobalchain

**42**

		3 Year	5 Year
MB	7	6605.27	7310.52
MBA	2	1887.22	2088.72
WT	4	3774.44	4177.44
WW	5	4718.05	5221.8
PW	6	5661.66	6266.16
FH31	3	2830.83	3133.08
FH32	2	1887.22	2088.72
FH33	2	1887.22	2088.72
JC	9	8492.49	9399.24
Misc	3	2830.83	3133.08
<b>TOTAL</b>	<b>43</b>	<b>40575.23</b>	<b>44907.48</b>

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

**ITEM:**

DATE: July 25, 2016

Purchase of a Ford F-150 4X4 Pickup Truck #6225 (Water)

**FINANCIAL IMPACT:**

\$30,958 (\$26,958 for the truck + \$4,000 for truck box, emergency lighting, and contingencies) from the Water Surplus Fund.

**SYNOPSIS:**

This request is for the purchase of a Ford F-150 4X4 Extended Cab Pickup Truck to be used by the Water Division. This truck is being purchased through Fuller Ford, Cincinnati, OH, utilizing Ohio Revised Code Section 125.04 division (C) allowing the purchase of contract items through a third party at a lower price than that listed in the State administered contract. The price for the truck through Fuller Ford is \$26,958, a truck of equal value purchased through State Contract R2901216 would be \$27,028. The truck will be outfitted with tool box and emergency lights in-house.

**BACKGROUND:**

This request is for the purchase and outfitting of a Ford F-150 4X4 Extended Cab Pickup Truck to be used by the Water Division for meter reading and daily duties. The current unit, a 2003 Ford Ranger (#6211), is being retired due to age, condition, and repair costs that would exceed the value of the truck. The old unit will be auctioned.

**RECOMMENDATION:**

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$30,958 for this project.

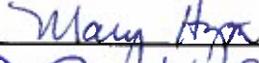
Rules Suspension is being requested to facilitate the purchase of the truck.

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

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

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

**Brian Rose**

11 (C) (4) A-4

**From:** John Allen <john.allen@fullerisford.com>  
**Sent:** Thursday, June 30, 2016 5:17 PM  
**To:** Brian Rose  
**Subject:** Re: Fairfield Meter Reader Truck

Brian,

Good afternoon -- per request please review the following quotation for a new 2016 F-150 Supercab 4x4 p/u truck. Those specifications / your pricing are as follows:

2016 F-150 4x4 Supercab P/U Truck  
145" w.b.  
Oxford White w/ Gray Vinyl Interior, 40 / 20 / 40 Bench  
Pkg. 100A including:  
-- XL Series  
-- 17" steel wheels  
-- Air conditioning  
3.5L V6 Engine  
Elec. 6-spd. Auto. Transmission  
.265/70R-17 All-terrain tires  
3.73 ratio, Electronic locking rear axle  
6300# GVWR  
Class IV Hitch  
Power Equipment Group ( includes locks, windows and mirrors )  
Spray-in liner  
Backup alarm  
Cruise control  
3rd key

-----  
List Price: \$37,985.00

Your Price w/ State of OH Gov't Concession already deducted and including documentary fee, title fee and temporary tag fob Fairfield, OH would be:

\$26,957.50

I realize that this is over the current state bid price of \$26,136.00; however, I have not been able to get the state concession amount increased at this time. Please give me a call on my cell to discuss when you get a chance.

Thank you as always for the opportunity to be of assistance!  
John

John Allen  
Fuller Ford Inc.

PRICE SCHEDULE

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

ITEM #17AT- PICKUP-6,400 LBS.,4WD-EXT. CAB-SHORT BED-FLEX FUEL

DELIVERY: 60-90 DAYS A.R.O. (SEE IV.A.)		INDICATE CITY/STATE OF MANUFACTURER: Ft. Wayne, Indiana	
CONTRACTOR: Buick GMC of Beachwood		MFG: GMC	MODEL: Sierra
ITEM ID NO.: 28515		MODEL NUMBER: TK15753	
		UNIT PRICE: \$ 25,435.00	

ITEM ID NO.	DELIVERY CHARGE	UNIT COST
28516	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$ 0.50
28517	Minimum Delivery Charge	\$ 50.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
28518	DEALER	45-Day Tags	\$ 18.50
28519	HELM PAPER	Parts Manual (PAPER)	\$ 325.00
28520	HELM PAPER	Service Manual (PAPER)	\$ 325.00
28521	KEY & FOB	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 143.00
NOTE ON P.O.	SPECIFY ON P.O.	Seat Belt Extender (1 unit)	\$ 0.00
NOTE ON P.O.	H2R	Cloth Seat Covering	\$ 0.00
28524	AFTER MARKET	Bed Liner (Bidder to Specify Type: <u>PENDELINER</u> )	\$ 189.00
28525	Z82 & JL1	Tow Hitch/7-Pin Receptacle/Brake Controller	\$ 579.00
28526	INCLUDED W/HITCH	7-Pin Trailer Receptacle Wiring	\$ 0.00
28527	RC3	All Terrain Tires	\$ 178.00
28528	DPN	Trailer Tow Mirrors	\$ 312.00
28529	8S3	Backup Alarm	\$ 123.00

**\$ 27,027.50**

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice.

List standard paint colors: Summit White, Onyx Black

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

**ITEM:**

DATE: 7/25/2016

Appropriation of \$15,000 for purchase of hydrants to be replaced under the City's 2016-2020 Capital Improvement Program for the Water Division.

**FINANCIAL IMPACT:**

The project is included in the approved 2016-2020 Capital Improvement Program, under project WAT-16-009 Replace Fire Hydrants. Funding in the amount of \$15,000 was earmarked from the Water Surplus Fund.

**SYNOPSIS:**

The project is designed to replace hydrants that are older and/or hydrants that are difficult to obtain replacement parts for repairs. Older hydrants are identified when roadway or other capital improvement projects are completed. A number of hydrants are also replaced as needed due to traffic accidents.

**BACKGROUND:**

The appropriation will provide a source of revenue to purchase replacement hydrants through the City's normal purchasing procedures. Two quotes were received for 7 fire hydrants.

**RECOMMENDATION:**

It is recommended that City Council appropriate \$15,000 from the Water Surplus Fund for the purchase of 7 fire hydrants through HD Supply Waterworks to be replaced under the City's 2016-2020 Capital Improvement Program for the Water Division.

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

Prepared by *Andrew Eick*  
 Approved for Content by: *Adam J. Zuber*  
 Financial Review (where applicable): *Alan H. ...*  
 Legal Review (where applicable): *St. Clair ...*  
 Accepted for Council Agenda: *Mark Wilson*



Bid Proposal for HYDRANT BID FAIRFIELD JULY

CITY OF FAIRFIELD, OH  
Bid Date: 07/13/2016  
HD Supply Bid #: 127100

HD Supply Waterworks  
3165 Production Dr  
Fairfield, OH 45014  
Phone: 513-942-1395  
Fax: 513-942-1396

Seq#	Qty	Description	Units	Price	Ext Price
10	7	A423 4'6" FAIRFIELD OH YELLOW 5-1/4" HYD 6MJ 3WAY LESS ACC	EA	2,100.00	14,700.00
				<b>Sub Total</b>	14,700.00
				<b>Tax</b>	0.00
				<b>Total</b>	<b>14,700.00</b>

**UTILITY SALES AGENCY, LLC**  
**7272 PLEASANT PLAIN RD.**  
**CLAYTON, OHIO 45315**

# QUOTATION

DATE:	QUOTE NUMBER
7/15/2016	15105
<b><u>ALL SALES ARE FOB SHIPPING</u></b>	

Phone #	937.836.9105	E-mail	lrogers@usameters.com
Fax #	937.836.9120	Web Site	www.usameters.com

Name / Address		Project
CITY OF FAIRFIELD 5350 PLEASANT AVENUE FAIRFIELD, OH 45014	JMG	CITY OF FAIRFIELD 5021 GROH LANE FAIRFIELD, OHIO 45014
	<b><i>FREIGHT FOB</i></b>	
	Terms	
	NET 30	

Item	Description	Qty	U/M	Rate	Class	Total
AVK278007	4" BURY NOSTALGIC HYD. MODEL 2780, AWWA-ULFM, 3-WAY, 5" STORZ W/ CHAINS. HAMILTON-FAIRFIELD HOSE THREADS, ALL SS UPPER AND LOWER STEM, W/ SS BREAK AWAY COUPLING. 6" MJ SHOE FIRE HYDRANT, 5 1/4" VALVE OPENING W/ ONE PIECE EPDM COATED VALVE. OPEN LEFT, PAINTED SAFETY YELLOW	7.00	EA	2,105.13571	Sales	14,735.95T

This quotation is offered on the basis of supplying the entire job. All purchase orders are subject to acceptance by the home office in Clayton, Ohio. We quote all quantities listed as taken from the material list provided and according to our interpretation of the description. While USA makes every effort to generate an accurate quote, we do not guarantee its accuracy and completeness. We caution the contractor to check and verify the accuracy of all quantities and compliance with the project specifications very carefully before submitting your bid and/or placing an order. Should any additional material or material other than as described in this quotation be required, the cost would be extra and subject to change.

<b>VERIFY MATERIALS &amp; QUANTITIES BEFORE ORDERING. FREIGHT MAY APPLY.</b>		<b>Subtotal</b>	\$14,735.95
Notes		<b>Sales Tax (0.0%)</b>	\$0.00
QUOTED BY: Signature _____		<b>Total</b>	\$14,735.95

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

ORDINANCE TO AMEND ORDINANCE NO. 107-15 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016."

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

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

From: <b>Unappropriated Capital Improvement Fund</b> .....		\$	84,449
To: 40216025-252000	Improvements Other Than Building.....	\$	30,549
	(Fire Department Energy Improvements)		
40216025-253400	Computer Equipment.....	\$	53,900
	(Computer Workstation Power Supply Upgrades (\$4,000) & Wireless Communications Equipment Network Upgrades (\$49,900))	\$	84,449
From: <b>Unappropriated Water Surplus Fund</b> .....		\$	60,958
To: 60516025-253100	Automotive Equipment.....	\$	45,958
	(Replacement Truck for Meter Reading)		
60516025-253200	Capital Equipment.....	\$	15,000
	(Replacement Fire Hydrants)	\$	60,958

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

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

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

ATTEST:

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

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

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

Active Clients\City of Fairfield\Ordinances\2016\