

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

Monday, May 9, 2016

7:00 PM

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

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

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

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

1. **Call to Order**
2. **Prayer/Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Modifications**
5. **Executive Session Requests**
6. **Special Presentations and Citizen Comments**
 - a) Pete Groh presentation
 - b) Letter Carriers' Food Drive Proclamation
 - c) Relay for Life presentation – Marvetta Lay and Tricia McEvelly
 - d) Chamber of Commerce Update
7. **Public Hearing(s)**
8. **Mayor/Council Reports**
9. **Approval of Minutes**
 - a) Regular Meeting Minutes of April 25, 2016

10. **OLD BUSINESS**

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

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

- Ordinance – Second Reading

11. NEW BUSINESS

(A) **PUBLIC UTILITIES COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a two (2) year contract extension with option for an additional one (1) year extension with Reagent Technologies, LLC for the transport and disposal of lime residuals of the City's Water Treatment Plant.

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

(B) **PUBLIC WORKS COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with A&A Safety, Inc. for the 2016 Pavement Marking Application.

- 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 Southeastern Equipment Company, Inc. for the purchase of a Case SR 240 Skid Steer Loader with attachments for the Sewer Division.

- 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) 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 – \$100,000 for the 2016 Pavement Marking Application Program; \$62,219 for the purchase of a Case SR 240 Skid Steer Loader with attachments for the Sewer Division.

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

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

*Non-Contractual Appropriations – \$32,350 for John Deere 1575 TerrainCut 4WD Mower for Street Division; \$12,985 for Hunter TCX57W Tire Changer for Public Works Garage; \$13,400 for network security testing; \$30,348 for online services/software from GovernmentJobs.com (dba NEOGOV); \$35,000 for SCADA design and development services; \$7,570 for Suretrac 18+4 tilt deck trailer for Sewer Division; \$9,767 for Toro Z Master 6000 zero turn 72" mower for Sewer Division; \$7,400 for cart path repairs at Fairfield Greens Golf Course/South Trace; \$26,500 for crack sealing by J&A Construction, Inc.;

\$42,000 for Wastewater Treatment Open Channel Grinder; \$24,450 for aerial photography to update city-wide GIS imagery.

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

12. Meeting Schedule

Monday, May 23 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Summer Schedule

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

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

13. Executive Session of Council (if needed)

14. Adjournment

MINUTES
REGULAR MEETING OF COUNCIL
APRIL 25, 2016

Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Keller led in prayer and the Pledge of Allegiance.

Roll Call

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

Agenda Modifications

No agenda modifications.

Executive Session Requests

Councilmember Keller, seconded by Councilmember Pennington, moved for Executive Session to discuss employment and compensation of public employee. Motion carried 6-0.

Special Presentations and Citizen Comments

Mayor Miller administered the Oath of Office to Fire Captain Randy McCready. Councilmember Keller read a brief biography of Mr. McCready's career. Fire Chief Don Bennett congratulated him on the promotion and wished him continued success in his career.

Arbor Day Proclamation & Friends of Fairfield's Forest Award

Mayor Miller presented the Arbor Day proclamation to the Fairfield Environmental Commission and declared April 29, 2016 as Arbor Day in Fairfield. The Environmental Commission presented its "Friends of Fairfield's Forest Award" to CORA for their work in maintaining the bike trails in the city.

"Parents Who Host Lose the Most" Proclamation

Mayor Miller presented the "Parents Who Host Lose the Most" proclamation and encouraged families to stay away from drugs and alcohol, especially during prom season. Psisong, a senior at Fairfield High School, addressed Council and spoke on the importance of preventing the use of drugs and alcohol. She relayed a personal memory of losing a close family friend to drunk driving and the impact that event had on her life.

Kert Radel, President of the Fairfield Chamber of Commerce, announced the "Reality Check" program that will be held on May 17 for the 9th grade students. This program allows them to see what life is like with a family, a job and bills to pay. Local businesses will be participating and the event has been very successful in the past.

Todd Hartmann, 784 Vinnedge Avenue, addressed Council regarding the ban on pit bulls within the city. He stated that he has owned one for three (3) years that he recently had to move out of the city because someone reported it, however, it is a very sweet dog that has never hurt anyone. He stated that

studies have shown that pit bulls are no more violent than other breeds of dogs and he would like Council to re-think their stance. He suggested a behavioral test for any pit bulls residing in the city and that if the dog passes the test, the owner be allowed to keep the dog in the city. Mayor Miller thanked him for his comments and stated the Council will take the matter under consideration.

Public Hearing(s)

No public hearings.

Mayor/Council Reports

Councilmember Pennington thanked the Parks & Recreation staff for a successful opening of the Village Green Farmers Market and reminded everyone that the event will take place weekly on Wednesday evenings through October.

Councilmember Abbott reported that Income Tax revenue is higher than projected and the city remains in good financial standing.

Councilmember Oberson mentioned that there is an ordinance to declare city vehicles and equipment as surplus later on the agenda and reminded residents to go to GovDeals.com to see if there is anything of interest to them and they can bid on it through that website.

Councilmember Snyder thanked the Public Utilities Director Adam Sackenheim and Wastewater Division staff for the informative tour of the Wastewater Treatment Plant and mentioned that tours are available for public groups and can be scheduled by contacting the department at 896-8153. Councilmember Snyder also mentioned the Business Recognition Dinner that was held on April 18, to recognize the impact that Fairfield's largest businesses have on the local economy. He thanked the businesses for being committed to Fairfield and thanked the city and Chamber of Commerce staff for a great event.

Approval of Minutes

Regular Meeting Minutes of April 11, 2016

- The Regular Meeting Minutes of April 11, 2016 were approved as written.

OLD BUSINESS

DEVELOPMENT SERVICES COMMITTEE

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

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

Legislative Action: The second reading of this ordinance was held pending Planning Commission recommendation.

NEW BUSINESS

COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

Simple Motion: Motion to approve 2016 Summer Meeting Schedule for City Council Meetings.

Councilmember Woeste, seconded by Councilmember Abbott, moved to approve the 2016 summer meeting schedule for City Council meetings. Motion carried 6-0. SIMPLE MOTION NO. 8-16. APPROVED 6-0.

PUBLIC WORKS COMMITTEE

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

Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to read the following five (5) ordinances by title only. Motion Carried 6-0.

Ordinance to authorize the City Manager to enter into a contract with Rush Truck Centers of Ohio, Inc. for the purchase of a Single Axle Dump Truck for Public Works Department and declaring an emergency.

Background: City Manager Wendling recommended a contract with Rush Truck Centers of Ohio, Inc. for the purchase of a Single Axle Dump Truck for the Public Works Department. The appropriation was approved at the April 11 meeting. This truck will be purchased under a State of Ohio contract. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Craig Keller moved to adopt . Motion Carried 6-0. ORDINANCE NO. 35-16. APPROVED 6-0.

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Single Axle Medium Duty Truck for Public Works Department and declaring an emergency.

Background: City Manager Wendling recommended a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Single Axle Medium Duty Truck for the Public Works Department. The appropriation was approved at the April 11 meeting. This truck will be purchased under a State of Ohio contract. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Tim Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to adopt . Motion Carried 6-0. ORDINANCE NO. 36-16. APPROVED 6-0.

Ordinance to authorize the City Manager to enter into a contract with Adleta Construction of Cincinnati, Ohio for the 2016 Street Repair Program – Utility Patch & Base Failure Repair Project.

Background: City Manager Wendling recommended a contract with Adleta Construction for the 2016 Street Repair Program - Utility Patch & Base Failure Repair Project. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Tim Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to adopt (3) Ordinance to authorize the City Manager to enter into a contract with Adleta Construction of Cincinnati, Ohio for the 2016 Street Repair Program – Utility Patch & Base Failure Repair Project. Motion Carried 6-0. ORDINANCE NO. 37-16. APPROVED 6-0.

Ordinance to authorize the City Manager to enter into a contract with Henderson Products, Inc. for the outfitting of a Single Axle Dump Truck for Public Works Department.

Background: City Manager Wendling recommended a contract with Henderson Products, Inc. for the outfitting of a Single Axle Dump Truck for Public Works Department. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Craig Keller moved to adopt . Motion Carried 6-0. ORDINANCE NO. 38-16. APPROVED 6-0.

Ordinance to declare seventeen (17) city motor vehicles and eight (8) pieces of city equipment as surplus authorize the City Manager to sell the motor vehicles and equipment on GovDeals.com.

Background: City Manager Wendling recommended an ordinance to declare city vehicles and equipment as surplus. This is an annual process used to clean out old vehicles and equipment that has is past its usefulness to the city. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Tim Abbott moved to adopt. Motion Carried 6-0. ORDINANCE NO. 39-16. APPROVED 6-0.

FINANCE & BUDGET COMMITTEE

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

Councilmember Tim Abbott, seconded by Councilmember Debbie Pennington moved to read the following two (2) ordinances by title only. Motion Carried 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 – \$56,463 for outfitting of single axle dump truck for Public Works Department; \$140,000 for 2016 Utility Patch & Base Failure Repair Project. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to adopt. Motion Carried 6-0. ORDINANCE NO. 40-16. 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 – \$15,500 for Canine Program for Police Department; \$14,150 for security fence and gates at Golf Maintenance and Park Maintenance facilities; \$10,000 for various NPDES Phase II storm water system expenses; \$24,798 for purchase of 7-passenger van for Parks Department; \$38,000 for purchase of Personal Protective Equipment for Fire Department; \$32,000 for purchase of fire hose and related equipment for Fire Department; \$27,000 for design, engineering and bidding/bidding preparation support services for electrical improvements project at Wastewater Treatment Plant; \$10,000 for purchase of materials for manhole rehabilitation; \$9,000 for purchase of chemicals to remove roots from public sewer mains; \$7,500 for purchase of sludge transfer pump rebuild kit and new motors for two plant process water pumps; \$7,000 for purchase of new Plotter/Scanner for Wastewater Division; \$12,000 for purchase of Electronic Valve Actuators for Wastewater Division’s Broadview Relief Sewer Lift Station; \$7,000 for purchase of replacement manhole castings; \$28,000 for required utility relocations for Rt. 4/S. Gilmore/Holden Intersection Improvements; \$20,000 for portable radar signs; \$20,000 for sidewalk gap program; \$10,000 for miscellaneous traffic signal upgrades/spare parts; \$13,000 for new playground safety surface at Community Arts Center; \$10,000 for 2016 Aquatic/Golf Facilities Beautification and Landscaping Program. 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 Debbie Pennington moved to adopt. Motion Carried 6-0. ORDINANCE NO. 41-16. APPROVED 6-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- Monday, May 9 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, May 23 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Summer Schedule
- Monday, June 13 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

Council adjourned to Executive Session at 7:50 PM.

Adjournment

The regular meeting adjourned at 8:20 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Item No. 11 (C) (3)

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

Date 3-14-16

Item:

An ordinance approving a final development plan for a Starbucks on approximately one acre of land located at the northwest corner of Dixie Highway and Stockton Station Lane.

Financial Impact:

None. This is a land use decision.

Synopsis:

The proposal is to build a stand-alone Starbucks coffee shop with a drive-thru. The development is located on a larger 2.4 acre parcel that will be parceled out, leaving just over an acre vacant for a future use.

Background:

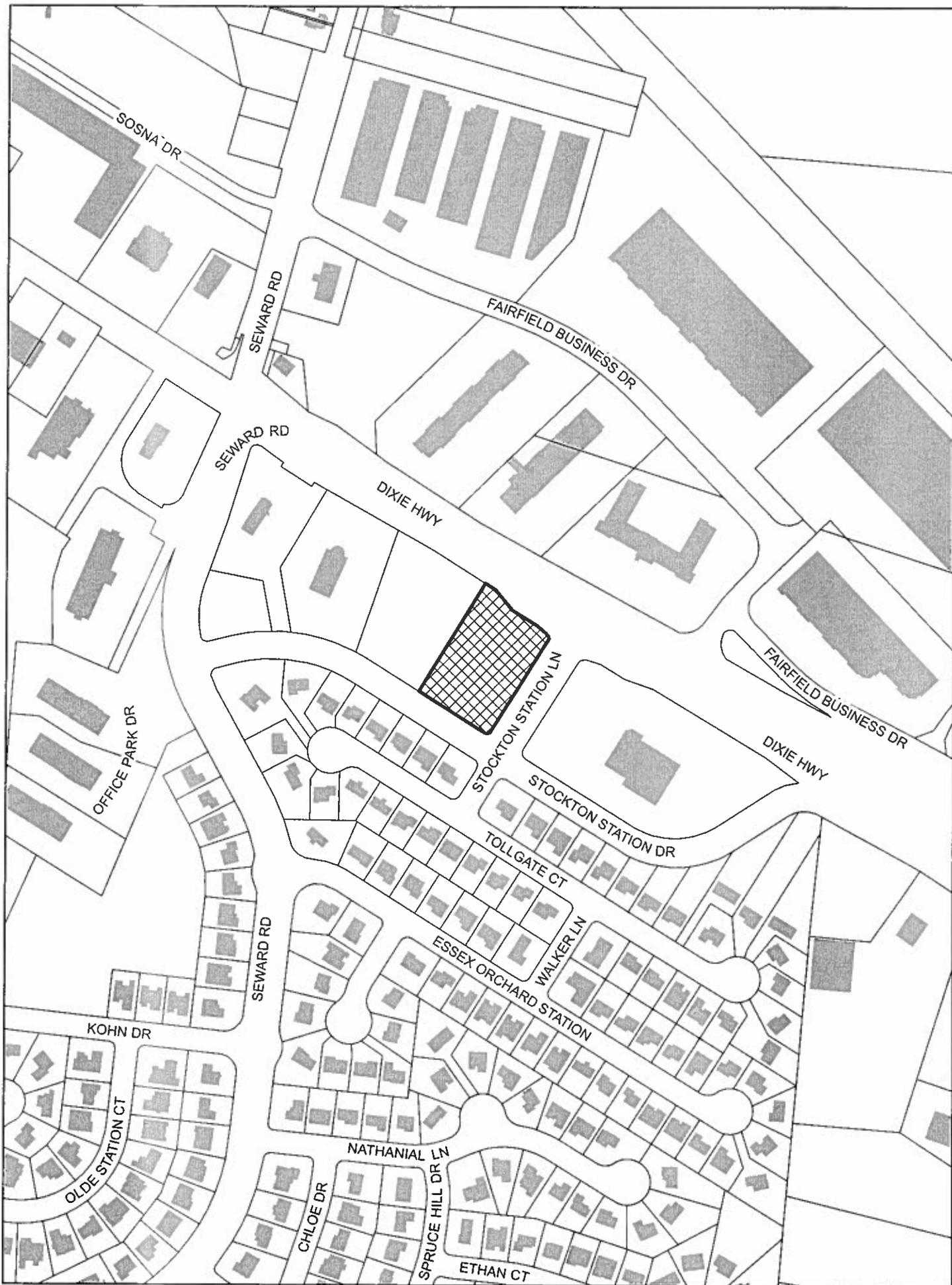
The property is located in the Stockton Station Planned Unit Development that was approved in 1999. The site is designated for commercial uses.

Recommendation:

It is recommended that City Council have first reading on this item at the March 14 meeting, set the public hearing for March 28, 2016 and await the written recommendation from the Planning Commission.

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

Prepared by: Orin Downes (Planning Manager)
Approved for Content by: Timothy Beckman
Financial Review (where applicable) Mary Hays
Legal Review (where applicable) J. W. Clemmons
Accepted for Council Agenda: Heather Wilson



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE FINAL DEVELOPMENT PLAN FOR THE STARBUCKS AS A PART OF THE STOCKTON STATION PLANNED UNIT DEVELOPMENT.

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

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

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

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

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



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

SUBJECT PLANNING COMMISSION RECOMMENDATION

DATE 4/28/16

Please be advised at the Planning Commission meeting held on Wednesday, April 27, 2016, the Planning Commission voted 7-0 in favor of recommending approval of the proposed final development plan for Starbucks at Stockton Station, at the corner of Dixie Hwy. and Stockton Station Ln., lot no. 12989 E PT, in the Stockton Station PUD, with the attached conditions of approval.

Scott Lepsky, Chairman
Fairfield Planning Commission

lkm

Attachment

cc: Mark T. Wendling, City Manager
Alisha Wilson, Clerk of Council
Timothy Bachman, Development Services Director
David Butsch, Public Works Director
Rick Helsinger, Supt., Bldg. Inspection & Zoning
John Clemmons, Law Director
Planning Commission Members (7)

**CONDITIONS OF APPROVAL
STARBUCKS AT STOCKTON STATION**

1. All mechanical units are to be screened. All ground units must be located to the rear of the site (Stockton Station Drive side).
2. A sign package shall be submitted for Planning Commission approval. The base of the ground sign shall be constructed of the same brick as shown on the building.
3. A row of evergreen trees, six feet tall at the time of planting, shall be planted along the entire length of the property adjacent to Stockton Station Drive. In addition, a continuous hedge row shall be planted along Stockton Station Lane and Dixie Highway to screen the parking lot and drive-thru lane. All shrubs shall be evergreen and a minimum of 24 inches tall at the time of planting. The revised landscaping plan shall be submitted for Planning Commission approval.
4. The proposed landscaping shall conform to the following requirements and noted on the landscape plan: Remove and replace dead plant material and apply appropriate herbicides/pesticides as required. The landscape beds are to be kept free of weeds and the mulch within the beds is to be seasonally replaced and maintained. Plant replacement shall occur within 30 days after plant(s) die, provided that in the event the plant(s) die during the period of October-February, plant replacement shall occur no later than the immediately following month of April and must conform to the approved landscape plan. If plantings are not replaced or maintained as stated above within 30 days of written notice by the City, the City will contract the work and assess the cost of the work plus a \$100 administrative fee as a lien on the owner's property taxes in accordance with standard property maintenance procedures adopted by the City.
5. An irrigation system shall be installed and operated for the landscaped beds. An irrigation plan shall be submitted for Staff review and approval.
6. The dumpster enclosure shall be constructed of the same brick as shown on the exterior of the building.
7. To minimize the impact on the adjacent residents, all parking lot lights are to be turned off one hour after closing each night. Parking lot light poles are to be 90 degree cut-off (shoe box style) and all lights deflected away from the residential houses south of Stockton Station Drive.
8. Design modifications must be submitted for the façade facing Dixie Hwy.

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/9/2016

Two (2) year contract extension with Reagent Technologies, LLC for the transport and disposal of lime residuals from the City's Water Treatment Plant, with City option for one (1) additional one (1)-year term.

FINANCIAL IMPACT:

The disposal of lime residuals is included in the annual operating budget for the Water Division; no additional appropriation is required.

SYNOPSIS:

The Public Utilities Department is requesting authorization for the City Manager to enter into a contract extension with Reagent Technologies, LLC, (Reagent) Cincinnati, Ohio, for the transport and disposal of lime residuals generated at the City's Water Treatment Plant. Lime residuals are generated at the Plant as a by-product of the water softening process.

BACKGROUND:

The City's Water Treatment Plant generates roughly 4,000 dry tons of lime residuals each year as a by-product of the water softening process. Lime residuals are stored in three (3) onsite lime sludge lagoons, where the material dries to a semi-solid state. The lagoons must be cleaned out regularly to ensure adequate storage capacity so that the water treatment process is not interrupted.

In August 2013 the City prepared for competitive bidding a lime residuals disposal contract. The contract documents specified that the "lime residuals will be delivered for beneficial reuse as a flue gas desulfurization reagent at a coal burning electrical power generating facility". The contract was awarded to Reagent whose cost per ton for lime residuals disposal was 1/3rd the cost of the only other bidder. The contract with Reagent expires in August 2016. Due to the circumstances, rebidding would not likely result in lower pricing.

Fairfield's Public Utilities Department, Water Division, desires to continue to use Reagent for lime residuals disposal because:

1. The City wants its residuals to be beneficially reused as a flue gas desulfurization agent (which neutralizes harmful air emissions from coal-fired power plants and prevents acid rain);
2. Reagent has an exclusive agreement with Dynegey to supply all lime residuals within a 75-mile radius to its Miami Fort Power Station (North Bend, OH) for this purpose, and Fairfield's Plant is located 25 miles from the Miami Fort Power Station; and,
3. Reagent offers the most economical lime residual disposal option available in the area.

Due to these reasons, the Water Division proposes to extend the contract with Reagent for the transport and disposal of lime residuals through a two (2) year contract extension, with City option for one additional year, at a fixed cost of \$35.32/dry ton which is the current contract price. A copy of Reagent's proposal letter and a copy of the company's Product Supply Agreement with Dynegey are included here.

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to enter into a two (2) year contract extension with Reagent Technologies, LLC for the transport and disposal of lime residuals from the City's Water Treatment Plant, with City option for one (1) additional one (1)-year term. Rules suspension is requested to expedite the contract.

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

Prepared by Adam M. Sautter

Approved for Content by: Adam M. Sautter

Financial Review (where applicable): Page for Mary Hopton

Legal Review (where applicable): John Clemmens

Accepted for Council Agenda: Alicia Wilson



February 15, 2016

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

Re: Lime Hauling Contract Extension

Dear Mr. Sackenheim,

Reagent Technologies Lime Hauling Contract will expire in August of this year. At this time Reagent Technologies would like to ask for an extension of this contract for another three (3) years and continue the great service and partnership with the City with this green technology for disposal.

Reagent Technologies currently has an exclusive agreement with the Dynegy, Miami Fort Power Station to supply them with lime residuals from various sources within the Cincinnati area. These sources include Hamilton, Fairfield, Wyoming, Cincinnati and Glendale to supply up to 30,000 dry tons of spent lime per year.

At this time, Reagent Technologies would offer to lock the current 2016 disposal cost per ton for the entire three (3) years of the extension of the contract.

To better understand what Reagent Technologies provides with our services for the power plant and how they use spent lime in their FGD Scrubbers, I can provide a site visit to Miami Fort Power Station at your convenience. This invitation is open for any city officials.

I have included with this letter, page 1 of our Product Supply Agreement which outlines our Exclusivity, Terms and Volumes with Dynegy.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "F Ploetz", is written over a light blue horizontal line.

Francis Ploetz
Business Manager
Reagent Technologies, LLC
513 658-1383

**PRODUCT SUPPLY AGREEMENT
(Miami Fort Station)**

This Product Supply Agreement ("Agreement") is made and entered into this 1st day of January 2016 ("Effective Date"), by and between Dynegy Miami Fort, LLC ("Buyer") and Reagent Technologies, LLC ("Supplier"). In the context of this Agreement, Buyer and Supplier are herein individually called a "Party" and collectively the "Parties".

For and in consideration of the mutual covenants and agreements contained herein, Supplier and Buyer agree as follows:

1. Purchase and Sale. This Agreement sets forth the terms and conditions under which Buyer will purchase from Supplier residual lime meeting the Specifications set forth in Exhibit A to be used in the limestone slurry tanks (the "Product") at the Miami Fort Power Station located in North Bend, Ohio (the "Station"); provided however, Buyer shall not be required to purchase or accept any minimum quantity of Product from Supplier at any time during the Term of this Agreement. Subject to the terms of this Agreement and provided that Supplier is able to meet Buyer's supply requirements for the Product at the Station in accordance with the terms of this Agreement, Supplier shall be granted, within a 75-mile radius of the Station (the "Exclusivity Zone"), the exclusive right to supply Buyer with Product for use at the Station. For avoidance of doubt, Buyer shall not be restricted from purchasing Product outside the Exclusivity Zone.

2. Affiliates. "Affiliate" means, with respect to any individual, corporation, limited liability company, partnership, joint venture, unincorporated organization, governmental authority or any other entity with legal capacity (each, a "Person"), any other Person that directly or indirectly (i) owns or controls the first Person, (ii) is owned or controlled by the first Person, or (iii) is under common ownership or control with the first Person, where "own" means ownership of fifty percent (50%) or more of the equity interests or rights to distributions on account of equity of the Person and "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the power to direct or cause the direction of the management or policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

3. Term. This Agreement shall begin on the Effective Date, and will continue in effect until December 31, 2017, unless earlier terminated pursuant to the terms hereof (the "Term"). As used herein, "Contract Year" shall mean the 12-month period beginning January 1st to and including the following December 31st.

4. Quantity. Supplier will supply to Buyer up to the following maximum amount of tons of Product during each Contract Year of the Term (the "Maximum Volume"):

<u>Station</u>	<u>Maximum Volume per Contract Year</u>
Miami Fort Station	30,000 tons

In the event that Buyer requires Product at the Station in excess of the Maximum Volume (the "Excess Volume"), as determined in Buyer's sole discretion, then Buyer shall be free to obtain

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR CONTRACT EXTENSION WITH OPTION FOR AN ADDITIONAL ONE (1) YEAR EXTENSION WITH REAGENT TECHNOLOGIES, LLC FOR THE TRANSPORT AND DISPOSAL OF LIME RESIDUALS OF THE CITY'S WATER TREATMENT PLANT.

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 two (2) year contract extension with option for an additional one (1) year extension with Reagent Technologies, LLC for the transport and disposal of lime residuals of the City's Water Treatment Plant in accordance with the agreement on file in the office of the City Manager. This extension is authorized in order to continue the current favorable pricing for the City's preferred method of disposal by recycling at a local power plant. The current vendor is the exclusive agent for the nearest power plant which makes rebidding impracticable and rebidding could cause an unfavorable price increase to the City.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11(B)(1)

ITEM:

DATE: 05/09/2016

Pavement Marking Application contract for the 2016 Program.

FINANCIAL IMPACT:

\$100,000.00 (\$89,992.70 for the application of roadway pavement markings plus a contingency of \$10,007.30) from the Street Improvement Fund.

SYNOPSIS:

The City contracts out the application of pavement markings on an annual basis to promote safety and aesthetics.

BACKGROUND:

The City has approximately 408 lane miles of pavement within the City. As pavement markings become aged, it is necessary to re-paint them on an annual basis.

A bid opening was held on April 25th for which two (2) bids were received. The bid results are attached.

The lowest and best bidder is A&A Safety Inc. of Cincinnati, Ohio.

STAFF RECOMMENDATION:

It is recommended that City Council approve legislation for an appropriation in the amount of \$100,000.00 from the Street Improvement Fund, and authorize the City Manager to enter into a contract with A&A Safety, Inc. of Cincinnati, Ohio for the 2016 Pavement Marking Application contract.

A suspension of the rules is being requested in order to schedule and complete this work during the summer months.

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

Emergency Provision Needed?
If yes, explain above yes no

Prepared by: [Signature]

Approved for Content by: [Signature]

Financial Review (where applicable): Maya Hyatt

Legal Review (where applicable): John H. Clemmons

Accepted for Council Agenda: [Signature]

**City of Fairfield
 Bid Tabulation for "2016 Pavement Marking Program"
 Bid Opening: April 25, 2016 City of Fairfield Council Chambers
 Engineer's Estimate-\$90,000.00**

		Bidder			
Item #	Unit	Description	Traffic Paint Est. Qty.	Thermoplastic Est. Qty.	
			Aero-Mark, Inc. 10423 Danner Drive Streetsboro, OH 44241	A&A Safety 1126 Ferris Road Amelia, OH 45102	

Item #	Unit	Description	Traffic Paint Est. Qty.	Thermoplastic Est. Qty.	Traffic Paint Unit Price	Thermoplastic Unit Price	Traffic Paint Unit Price	Thermoplastic Unit Price
1	Feet	Edge Lines (White)	25.35	0	\$ 459.00	\$ 1,873.00	\$ 430.00	\$ 6,500.00
2	Miles	Lane Lines	19.48	0	\$ 234.00	\$ 950.00	\$ 305.00	\$ 4,600.00
3	Miles	Center Line (Double Yellow)	27.83	0	\$ 770.00	\$ 3,600.00	\$ 555.00	\$ 8,000.00
4	Miles	Center Line (Broken & Solid)	9.20	0	\$ 565.00	\$ 3,000.00	\$ 475.00	\$ 7,600.00
5	Each	HUMP's	2	0	\$ 201.00	\$ 400.00	\$ 150.00	\$ 400.00
6	Each	Arrows	524	0	\$ 32.00	\$ 65.00	\$ 25.00	\$ 75.00
7	Each	Combo Arrow	22	0	\$ 40.00	\$ 120.00	\$ 35.00	\$ 125.00
8	Each	ONLY'S	172	0	\$ 44.00	\$ 75.00	\$ 30.00	\$ 95.00
9	Each	SCHOOLS	12	0	\$ 176.00	\$ 425.00	\$ 125.00	\$ 475.00
10	Each	RAILROAD's	4	0	\$ 175.00	\$ 425.00	\$ 125.00	\$ 500.00
11	Feet	STOP Bars (24")	4,273	0	\$ 2.25	\$ 4.00	\$ 1.30	\$ 4.65
12	Feet	Channel Lines (8")	40,652	0	\$ 0.30	\$ 1.00	\$ 0.20	\$ 1.15
13	Feet	YIELD Bars	43	0	\$ 30.00	\$ 35.00	\$ 5.00	\$ 5.00
14	Feet	Crosswalks (12")	9,391	0	\$ 1.20	\$ 2.25	\$ 0.90	\$ 2.65
15	Miles	Edge Lines (Yellow)	1.15	0	\$ 465.00	\$ 1,873.00	\$ 430.00	\$ 6,500.00
16	Each	Island Ball	31	0	\$ 33.00	\$ 145.00	\$ 30.00	\$ 125.00
17	Feet	Dotted Guide Lines	1,195	0	\$ 0.50	\$ 1.35	\$ 0.50	\$ 1.10
18	Feet	Transverse Lines (White)	2,213	0	\$ 0.90	\$ 4.00	\$ 0.90	\$ 4.50
19	Each	Transverse Lines (Yellow)	4,880	0	\$ 0.90	\$ 4.00	\$ 0.90	\$ 4.10
20	Feet	12" X-walk Transverse Lines (White)	443	0	\$ 2.00	\$ 3.50	\$ 0.85	\$ 2.65
21	Feet	Grinding	100	0	\$ 2.00	\$ 2.00	\$ 2.50	\$ 2.00
22	Each	Grinding Words/Arrows	5	0	\$ 50.00	\$ 50.00	\$ 50.00	\$ 100.00
23	Each	Hanicap Marker	5	0	\$ 40.00	\$ 65.00	\$ 55.00	\$ 100.00
24	Feet	Parking Stall Lines (4")	174	0	\$ 2.00	\$ 2.00	\$ 0.55	\$ 2.00

* Bidders are asked to provide pricing for thermoplastic unit prices. No quantities are anticipated for this year's program at this time.

Total Contract Amount	\$116,043.07	\$89,992.70
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These bids will be reviewed by the Public Works Department and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

11 (B)(1)A

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH A & A SAFETY, INC. FOR THE 2016 PAVEMENT MARKING APPLICATION.

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 A & A Safety, Inc. for the 2016 Pavement Marking Application in accordance with the bid on file in the office of the City Manager.

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

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

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

ITEM:

DATE: May 9, 2016

Purchase of a Case SR 240 Skid Steer Loader with attachments (Unit #248) for the Sewer Division.

FINANCIAL IMPACT:

\$62,219 (\$58,219 for the Loader and attachments + \$4,000 for contingencies) from the Sewer Surplus Fund.

SYNOPSIS:

This request is for the purchase of a Case SR 240 Skid Steer Loader with attachments to be used by the Sewer Division. The Loader is being purchased through Southeastern Equipment Company Inc., Monroe, Ohio, listed under State of Ohio Contract #800185 and index #STS515 authorizing the use by Municipal Corporations.

BACKGROUND:

This request is for the purchase of a Case SR 240 Skid Steer Loader with attachments. This equipment is an addition to the Sewer Divisions Fleet and is needed for daily tasks at the Sewer Plant, excavation of the sanitary collection system throughout the city, and for restoration purposes.

The equipment is listed in the CIP as # FLT-16-402 Purchase of Skid Steer Loader (Sewer) (\$70,000)

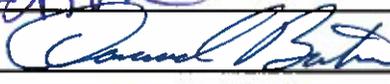
RECOMMENDATION:

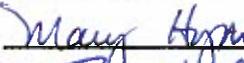
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$62,219 from the Sewer Surplus Fund for this equipment. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Southeastern Equipment Company Inc., Monroe, Ohio, for the purchase of this equipment.

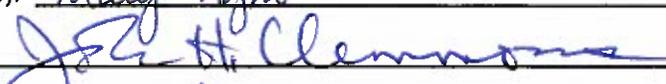
Rules Suspension is being requested to facilitate the purchase of this equipment

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

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 



Southeastern
EQUIPMENT CO., INC.

11 (B) 2A
Scott Runnells
Sales Representative

(513) 539-9214 Office
(513) 539-6917 Fax
(513) 519-6855 Mobile

QUOTATION

Customer: CITY OF FAIRFIELD
Contact: KEN BULACH
Address: 8870 NORTH GILMORE ROAD
City, State, Zip: FAIRFIELD, OH. 45014
Customer No.: 532061

Date: April 20, 2016
Phone: 513-867-4239
Fax:
Mobile: 513-319-8560
Email: kbulach@fairfield-city.org

Description	Price
ONE NEW CASE SR240 TIER 4 FINAL SKID STEER LOADER	\$70,774.00
CAB WITH HEAT/AC & RADIO STS DISCOUNT (35%) SCHEDULE# 800185	(\$24,770.90)
TWO SPEED SWITCHABLE PILOT CONTROLS	
AIR RIDE (HEATED) SUSPENSION SEAT	
HEAVY DUTY FRONT LIGHTS	
HEAVY DUTY HYDRAULIC BUCKET COUPLER	
BLOCK HEATER	
HIGH FLOW AUXILIARY HYDRAULICS	
RIDE CONTROL	
BUCKET SELF LEVELING	
12x16.5 SEVERE DUTY TIRES (HULK)	
78" HEAVY DUTY DIRT BUCKET	
78" LOW PROFILE LONG LIP BUCKET WITH BOLT ON CUTTING EDGE	
PALLET FORK FRAME WITH 48" TINES	
ROAD LIGHT PACKAGE, 4-CORNER LED STROBE AND BEACON	
WARRANTY: 3 YEAR/3000 HOUR - COMPLETE MACHINE	

Trade Information

Year	Make	Model	Serial Number	Trade Value

Sale Price	46,003.10
Sales Tax	EXEMPT
FET	X
Document Fees	X
Insurance	X

Finance Options

Term	Rate	Payment	Rental Information

Daily:
Weekly:
Monthly:
100% of paid rent to be applied towards the purchase of unit on rent. Carrying charges computed monthly at 1.0% of the declining balance up to (6) months. 3.0% carrying charges thereafter.

Total	46,003.10
Less Trade	X
Down Payment	X
Balance Due	\$ 46,003.10

*RATES ARE SUBJECT TO CHANGE
*SUBJECT TO CREDIT APPROVAL

**UNLESS OTHERWISE NOTED ON THIS QUOTE, USED MACHINES ARE SOLD ON AN "AS IS - WHERE IS BASIS".
THERE IS NO WARRANTY EITHER EXPRESSED OR IMPLIED**

404 Broaden Road Monroe, OH 45050
www.southeasternequip.com



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

Models

COMMERCIAL MODEL	Weight	Factory Data	List Price
SR240 T4 FINAL	7,400 LBS.		\$59,726.00



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)
Factory Supplied Options

Order Code	Description	Weight	Factory Data	List Price
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CONTROLS AND TRANSMISSION

SD 01401 DRIVE CONTROL TYPE

761041	Hand and Foot Controls Hand (Loader Drive), Foot (Bucket and Boom)			No Charge
761040	Hand Controls H-Pattern/Mechanical			No Charge
761042	E-H Controls Electro-Hydraulic Switchable (ISO-H Pattern) Controls			No Charge

SD 01100 CONTROLS LEVEL

761028	1 Speed Mechanical Controls			(\$1,400.00)
761029	2 Speed Mechanical Controls			No Charge
761031	2 Speed E-H Controls			\$2,245.00

ROPS/CAB

SD 05009 CAB

761043	Open Cab (No Heat or HVAC) with top window and keyed start			(\$5,700.00)
761046	Enclosed Cab with Heater Includes side windows, front glass door with wiper, shoulder belt, radio with speakers and keyless start			(\$1,500.00)
761045	Enclosed Cab with Heater & AC Includes side windows, front glass door with wiper, shoulder belt, radio with speakers and keyless start			No Charge
761184	Enclosed Cab w/Heat -Demo Door Includes side windows, 1/2" polycarbonate front door with wiper, shoulder belt, radio with speakers and keyless start			\$314.00
761183	Enclosed Cab w/HVAC -Demo Door Includes side windows, 1/2" polycarbonate front door with wiper, shoulder belt, radio with speakers and keyless start			\$1,908.00

SD 05016 OPEN CAB TRIM

X05016X	No Open Cab Interior Trim Pkg			No Charge
761186	Open Cab Interior Trim Package For use with Open Cab. Covers interior sides and rear.			\$330.00



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

	761034	Front Electric/Multi-Function Contains Front Electric (Multi-Function) for Standard Auxiliaries			(\$587.00)
	761033	Performance Package Contains ON/OFF One-Way Self Leveling and Ride Control			No Charge
	761035	Performance w/Front Electric Contains ON/OFF One-Way Self Leveling, Ride Control and Front Electric			\$669.00
	761036	High Flow Package Contains High Flow Hydraulics with Front Electric			\$1,421.00
	761037	High Flow Plus Package Contains Front Electric, High Flow Hydraulics, ON/OFF One-Way Self Leveling and Ride Control			\$2,678.00

TIRES

SD 16068 TIRE OPTIONS

	8503107	12x16.5 Heavy Duty (70 OTW) 10PR Stamped Center - Galaxy XD2002			No Charge
	8503207	12x16.5 Premium (70 OTW) 10PR Welded Center - Galaxy Beefy Baby II			\$221.00
	8503307	12x16.5 Premium-Liner (70 OTW) 10PR Welded Center - Galaxy Beefy Baby II			\$391.00
	8503407	12x16.5 Severe Duty (70 OTW) 12PR Welded Plate Center - Galaxy Hulk			\$536.00
	8503507	12x16.5 Mining (70 OTW) 12PR Welded Plate Center - Galaxy King Kong			\$639.00
	8503607	12x16.5 Non-Pneumatic (70 OTW) Welded Plate Center - Solid Flex			\$3,152.00
	8505007	33X15.5 Flotation (76 OTW) 12PR Welded Plate Center - Galaxy Hippo			\$371.00
	8505107	14x17.5 Premium (76 OTW) may not be used for over-the-wheel tracks 10PR Welded Plate Center - Galaxy Beefy Baby II			\$536.00

FRONT ATTACHMENTS

BUCKETS

SD K5231 BUCKETS

	XK5231X	No Bucket			No Charge
Dirt & Foundry Bucket					
	761125	72" Dirt & Foundry Bucket (1829 mm), 16.7 cu. ft. Heaped Capacity			\$1,071.00
	761126	78" Dirt & Foundry Bucket (1981 mm), 18.4 cu. ft. Heaped Capacity			\$1,112.00

**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

Heavy Duty Dirt Bucket					
	761142	72" Heavy Duty Dirt Bucket (1829 mm), 14.6 cu. ft. Heaped Capacity			\$1,329.00
	761143	78" Heavy Duty Dirt Bucket ADD 9 TEETH (1981 mm), 15.9 cu. ft. Heaped Capacity			\$1,442.00
	761144	84" Heavy Duty Dirt Bucket (2134 mm), 19.4 cu. ft. Heaped Capacity			\$1,550.00
Light Material Bucket					
	761136	72" Light Material Bucket (1829 mm), 14.5 cu. ft. Heaped Capacity			\$901.00
	761137	84" Light Material Bucket (2134 mm), 27.9 cu. ft. Heaped Capacity			\$1,051.00
Low Profile Bucket					
	761129	72" Low Profile Bucket (1829 mm), 14.5 cu. ft. Heaped Capacity			\$968.00
Low Profile Extended Bucket					
	761132	72" Low Profile Extended (1829 mm), 17.1 cu. ft. Heaped Capacity			\$1,076.00
	761133	78" Low Profile Extended (1981 mm), 18.6 cu. ft. Heaped Capacity			\$1,164.00
	761134	84" Low Profile Extended (2134 mm), 20.2 cu. ft. Heaped Capacity			\$1,257.00
Manure & Slurry Bucket					
	761139	72" Manure-Slurry Bucket (1829 mm), 19.1 cu. ft. Heaped Capacity			\$917.00
	761140	84" Manure-Slurry Bucket (2134 mm), 22.5 cu. ft. Heaped Capacity			\$1,066.00

SPILL GUARDS

SD K5400 SPILL GUARDS

	XK5400X	No Spill Guard			No Charge
	761177	72" Spill Guard For use with Heavy Duty Buckets only			\$216.00
	761178	78" Spill Guard For use with Heavy Duty Buckets only			\$237.00
	761179	84" Spill Guard For use with Heavy Duty Buckets only			\$252.00

BOLT ON CUTTING EDGES

SD K6399 BOLT ON CUTTING EDGE

	XK6399X	No Bolt on Cutting Edge			No Charge
	761147	72" Bolt on Cutting Edge			\$258.00
	761148	78" Bolt on Cutting Edge			\$278.00
	761149	84" Bolt on Cutting Edge			\$299.00



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

MOVE TO BIC

SD K6440 OFF-SITE SERVICE

	XK6440X	No Offsite Service Arrangement			No Charge
	761175	Offsite Service Arrangement Price is dealer negotiated with offsite contractor.			No Charge

SPECIAL PAINT

SD 50103 SPECIAL PAINT

	X50103X	No Special Paint			No Charge
	726029	Special Paint The price listed is for a color change only from the standard factory color: CNH #86609760 (MS42-Tan). All Special Color formulations will be applied using approved factory processes and materials. Metallic or other special formulations and/or materials are not available. A color chip must be provided to CNH for non CNH colors. A minimum lead time of 8 business weeks will be required prior to production. Unless specified, regular production decals will be applied. Requests can be made that decals not be applied. However, SAFETY decals MUST BE APPLIED in all cases. The following components remain CNH grey: lift & bucket cylinders, front coupler and attachments, ROPS, side screens, rear hood, upper chassis and control links.			\$3,213.00

TELEMATICS

SD K6450 TELEMATICS

	XK6450X	No Telematics			No Charge
	761187	CASE SiteWatch Telematics To order the Service Subscription contact Service Parts.			\$874.00



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

**(Ex Works Wichita, KS)
Factory Supplied Attachments**

Order Code	Description	Weight	Factory Data	List Price
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Basic Attachments

735030006	Demo Rear Door Insert Not for use with SR270 Tier 4 Final or SV300 Tier 3 Final	32 LB		\$330.00
735006006	Beacon Kit	1 LB		\$165.00
735007006	4-Corner LED Strobe Kit Must order connector. Reference dependency matrix.	24 LB		\$536.00
735159026	Heater Complete For use with Tier 3 Must order applicable harness. Reference dependency matrix.	137 LB		\$1,472.00
735159046	Heater Complete For use with SR220 Tier 4 Interim, SR240 Tier 4 Final, SR250 Tier 4 Interim, SV250 Tier 4 Interim, SV280 Tier 4 Final and SV300 Tier 4 Inteirm Must order applicable harness. Reference dependency matrix.	141 LB		\$1,472.00
735158056	HVAC Complete For use with SR220 Tier 3 and SR250 Tier 3 Must order applicable harness. Reference dependency matrix.	379 LB		\$3,162.00
735158146	HVAC Complete For use with SR220 Tier 4 Interim and SR250 Tier 4 Interim Must order applicable harness. Reference dependency matrix.	384 LB		\$3,162.00
735158176	HVAC Complete For use with SR240 Tier 4 Final Must order applicable harness. Reference dependency matrix.	381 LB		\$3,162.00
735146006	Three Point Seat Belt	4 LB		\$250.00
735011006	Glass Front Door Kit Center mounted wiper Requires three point seat belt. Must order applicable harness. Reference dependency matrix.	182 LB		\$1,653.00
735012006	Demo Front Door Kit Center mounted wiper Requires three point seat belt. Must order applicable harness. Reference dependency matrix.	182 LB		\$2,905.00
735013006	Cab Side Windows Kit	139 LB		\$927.00
735016006	Radio Kit Must order applicable harness. Reference dependency matrix.	16 LB		\$443.00
735150006	Open Cab Interior Trim Kit For use with Open Cab. Covers interior sides and rear.	20 LB		\$399.00
735020016	Road Light Kit For use with SR220 Tier 3 and Tier 4 Interim, SR240 Tier 4 Final and SR250 T4 Interim Must order applicable harness. Reference dependency matrix.	111 LB		\$649.00
735124006	Side Lamp Kit	6 LB		\$272.00
735021006	Multi-Function Front Electrical Mech Kit For use with SR220 Tier 3 and Tier 4 Interim, SR240 Tier 4 Final and SR250 Tier 3 and Tier 4 Interim Must order applicable handle. Reference dependency matrix.	11 LB		\$294.00



**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

735125006	Multi-Function Front Electrical E-H Kit For use with SR220 Tier 3 and Tier 4 Interim, SR240 Tier 4 Final and SR250 Tier 3 and Tier 4 Interim Must order applicable handle. Reference dependency matrix.	11 LB		\$294.00
735022026	One Way Self Level Kit	14 LB		\$520.00
735023006	Ride Control Kit Must order applicable handle. Reference dependency matrix.	33 LB		\$515.00
735024006	Hydraulic Coupler Kit Must order applicable harness. Reference dependency matrix.	50 LB		\$1,324.00
735025036	High Flow Auxiliary Kit For use with SR220 Tier 3 and SR250 Tier 3 Must order applicable harness. Reference dependency matrix.	190 LB		\$2,699.00
735025056	High Flow Auxiliary Kit For use with SR220 Tier 4 Interim, SR240 Tier 4 Final and SR250 Tier 4 Interim Must order applicable harness. Reference dependency matrix.	192 LB		\$2,699.00
735027036	Second Hydraulic Front Auxiliary Kit For use with SR240 Tier 4 Final and SR270 Tier 4 Final Connect under pressure (C.U.P.) Must order applicable handle. Reference dependency matrix.	84 LB		\$1,103.00
735027066	Second Hydraulic Front Auxiliary Kit For use with SR220 Tier 3 and Tier 4 Interim, SR250 Tier 3 and SR250 Tier 4 Interim Connect under pressure (C.U.P.) Must order applicable handle. Reference dependency matrix.	99 LB		\$1,103.00
735036026	4-Point Lift Hook Kit For use with SR220 Tier 3 and Tier 4 Interim, SR240 T4 Final, SR250 Tier 3 and Tier 4 Interim, SV250 Tier 3 and Tier 4 Interim, SV280 Tier 4 Final and SV300 Tier 4 Interim	10 LB		\$238.00
735037006	Single Point Lift Hook Kit	289 LB		\$1,102.00
735038006	FOPS Level 2 Modification Kit	61 LB		\$368.00
735039026	Extra Counterweight Kit	362 LB		\$736.00
735040056	Aspirator Kit For use with SR220 Tier 3 and SR250 Tier 3	9 LB		\$340.00
735040076	Aspirator Kit For use with SR220 Tier 4 Interim and SR250 Tier 4 Interim	16 LB		\$340.00
735040156	Aspirator Kit For use with SR240 Tier 4 Final	17 LB		\$340.00
735042006	Interior Mirror Kit	4 LB		\$62.00
735045006	Foot Control Conversion Kit For use with Tier 3 Not available for units equipped with Electro Hydraulic (EH) controls.	54 LB		\$659.00
735045046	Foot Control Conversion Kit For use with Tier 4 Interim and Final Not available for units equipped with Electro Hydraulic (EH) controls.	52 LB		\$659.00
735046026	Hand Control Conversion Kit For use with Tier 3	78 LB		\$883.00
735046056	Hand Control Conversion Kit For use with units built PRIOR to S/N NDM461595 (SR220 Tier 4 Interim), NDM443253 (SR250 Tier 4 Interim), NDM469210 (SV250 Tier 4 Interim) and NDM460105 (SV300 Tier 4 Interim)	77 LB		\$883.00

**SR240 T4 FINAL SKID STEER LOADER
US PRICE LIST**

(Ex Works Wichita, KS)

	735046066	Hand Control Conversion Kit For use with units built AFTER S/N NDM461595 (SR220 Tier 4 Interim and Final), NDM443253 (SR250 Tier 4 Interim and Final), NDM469210 (SV250 Tier 4 Interim and Final) and NDM460105 (SV300 Tier 4 Interim and Final)	76 LB		\$883.00
	735047006	120V Block Heater Kit	6 LB		\$221.00
	735048006	220V Block Heater Kit	6 LB		\$221.00
	735142006	Cylinder Guard Kit	21 LB		\$792.00
	735151046	Debris Seal Kit For use with SR220 Tier 3 and Tier 4 Interim, SR240 Tier 4 Final and SR250 Tier 3 and Tier 4 Interim Reduces debris ingresson to engine compartmet and chassis	23 LB		\$253.00
	735152036	New Hood with Debris Seal Kit For use with SR220 Tier 3 and SR250 Tier 3 Reduces debris ingresson to engine compartment and chassis	124 LB		\$749.00
	735161006	Heavy Duty Front Lights - Radial Model For use with SR220 T4 Interim, SR240 T4 Final, SR250 T4 Interim and SR270 Tier 4 Final	26 LB		\$429.00
	735163006	Heavy Duty Rear Door For use with SR220 T4 Interim, SR240 T4 Final, SR250 T4 Interim, SV250 T4 Interim, SV280 T4 Final and SV300 T4 Interim	140 LB		\$769.00
	735163016	Heavy Duty Rear Door For use with SR240 Tier 4 Final and SV280 Tier 4 Final	167 LB		\$769.00

Handles - E-H Models

	735126006	LH EH Handle Kit (NO 2nd Aux) Adds Front Electric.	2 LB		\$191.00
	735127006	RH EH Handle Kit Adds Front Electric.	2 LB		\$191.00
	735132006	LH EH Handle Kit (WITH 2nd Aux) Adds Second Auxiliary with Front Electric.	2 LB		\$191.00

Handles - Mechanical Models

	735134006	LH Mechanical Handle Kit (NO 2nd Aux) Adds Front Electric.	2 LB		\$191.00
	735135006	LH Mechanical Handle Kit (WITH 2nd Aux) Adds Second Auxiliary with Front Electric.	2 LB		\$191.00
	735136006	RH Mechanical Handle Kit Adds Front Electric.	2 LB		\$191.00

Pallet Fork

	735075006	Pallet Fork Frame w/48" Tines	540 LB		\$1,355.00
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Dirt & Foundry Bucket

	735055016	72" Dirt & Foundry Bucket (1829 mm), 16.7 cu. ft. Heaped Capacity	407 LB		\$1,071.00
	735056016	78" Dirt & Foundry Bucket (1981 mm), 18.4 cu. ft. Heaped Capacity	429 LB		\$1,112.00

Low Profile Bucket

	735059016	72" Low Profile Bucket (1829 mm), 14.5 cu. ft. Heaped Capacity	471 LB		\$968.00
--	-----------	-------------------------------------------------------------------	--------	--	----------

LIST 70,774
 - 24,770.⁹⁰

 46,003.¹⁰

STS Discount (35%) (24,770.⁹⁰)



Southeastern
EQUIPMENT CO., INC.

Scott Runnells
Sales Representative

(513) 539-9214 Office
(513) 539-6917 Fax
(513) 519-6855 Mobile

QUOTATION

Customer:	CITY OF FAIRFIELD	Date:	April 20, 2016
Contact:	KEN BULACH	Phone:	513-867-4239
Address:	8870 NORTH GILMORE ROAD	Fax:	
City, State, Zip:	FAIRFIELD, OH. 45014	Mobile:	513-319-8560
Customer No.:	532061	Email:	kbulach@fairfield-city.org

Description	Price
ATTACHMENTS TO FIT CASE SR240 SKID STEER LOADER	
84" HOPPER BROOM	4,090.00
POLY/WIRE BRUSH	
INCLUDES HOSES & COUPLERS	
4-IN-1 LOADER BUCKET	3,725.00
INCLUDES HOSES, COUPLERS AND BOLT ON CUTTING EDGE	
GROUSER OVER THE TIRE HARD TRACKS	4,050.00
INCLUDES WHEEL SPACER KIT FOR 12x16.5 SEVERE DUTY TIRES (HULK)	
BOLT ON TEETH FOR 78" HEAVY DUTY DIRT BUCKET	350.00
INCLUDES 9 TEETH AND HARDWARE	

Trade Information					Sales Price	
Year	Make	Model	Serial Number	Trade Value		
						12,215.00
						EXEMPT
						X
						X
						X
					Total	12,215.00
					Less Trade	X
					Down Payment	X
					Balance Due	\$ 12,215.00

Finance Options			Rental Information
Term	Rate	Payment	
			Daily:
			Weekly:
			Monthly:
			100% of paid rent to be applied towards the purchase of unit on rent. Carrying charges computed monthly at 1.0% of the declining balance up to (6) months. 3.0% carrying charges thereafter.
*RATES ARE SUBJECT TO CHANGE			
*SUBJECT TO CREDIT APPROVAL			

**UNLESS OTHERWISE NOTED ON THIS QUOTE, USED MACHINES ARE SOLD ON AN "AS IS - WHERE IS BASIS".
THERE IS NO WARRANTY EITHER EXPRESSED OR IMPLIED**

404 Breaden Road Monroe, OH 45050
www.southeasternequip.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800185

EFFECTIVE DATES: 10/01/2011 TO 09/30/2015
Renewal through 9/30/2017

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CNH America dba Case Construction

STATE TERM SCHEDULE

Index No: STS515
Eff. Date: 11/16/2015

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

Same

CNH America dba Case Construction
621 State St
Racine, WI 53402

Contractor Contacts:

Mr. Tony Simpson 262-636-6576 Fax: 232-636-5310 Sales Contact tony.simpson@casece.com

Delivery:

30-90 Days A.R.O. - F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$25.00
Maximum: \$200,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22101500 - Earth moving machinery
Backhoes, Buckets, Planers

NOTES:

Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and pricelists.

Current pricelist is dated November 18, 2014, updated November 16, 2015

Discount Matrix is dated December 01, 2014, updated November 16, 2015

Dealer Index

**MBE Participation
Dealer Name & Address**
0000066928
Rath Builders Supply, Inc.
07482 St Rt 66
PO Box 811
Defiance, OH 43512

Remit to:
0000066928
Rath Builders Supply, Inc.
07482 St Rt 66
PO Box 811
Defiance, OH 43512

OAKS Contract ID
800185-7



Dealer's Contact:

Name	Phone	Fax	Email Address
Ms. Barbara Rath	419-782-7284	419-782-3698	rathbldr@defnet.com

Dealer Name & Address
0000055167
Meyer David L. and Dennis D.
PO Box D
Ridgeville Cnrs, OH 43555-0018

Remit to:
0000055167
Meyer David L. and Dennis D.
PO Box D
Ridgeville Cnrs, OH 43555-0018

OAKS Contract ID
800185-4



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Dennis Meyer	419-267-3648	419-267-5595	meyereq@bright.net

Dealer Name & Address
0000208210
RPM Machinery LLC
3911 Limestone Dr
Fort Wayne, IN 46809

Remit to:
0000208210
RPM Machinery LLC
3911 Limestone Dr
Fort Wayne, IN 46809

OAKS Contract ID
800185-8

Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Mel Crago	260-747-1561	260-747-6367	m.crago@rpmachinery.com

Dealer Name & Address
0000065229
Southeastern Equipment Co., Inc.
PO Box 536
Cambridge, OH 43725-0536

Remit to:
0000065229
Southeastern Equipment Co., Inc.
PO Box 536
Cambridge, OH 43725-0536

OAKS Contract ID
800185-5



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Mickey Gourley	740-432-6303	740-432-3303	mgourley@southeasternequip.com

Dealer Name & Address
0000046815
Twin Valley Equipment, Inc.
1980 US 35 E
Eaton, OH 45320

Remit to:
0000046815
Twin Valley Equipment, Inc.
1980 US 35 E
Eaton, OH 45320

OAKS Contract ID
800185-6



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Clinton House	937-456-6281	937-456-9967	twinvalleyequip@embarqmail.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
11	11/16/2015	This amendment is issued to update the pricelist and the discount matrix, effective with all orders issued on or after November 16, 2015.
10	10/01/2015	This amendment is issued to notify that as a result of mutual agreement between the state of Ohio and the Contractor, this contract is renewed for an additional twenty-four (24) months, effective October 01, 2015 through September 30, 2017.
9	03/25/2015	This amendment is issued to correct the Discount Matrix to include models CX75C and CX80C, effective with all orders issued on or after March 25, 2015.
8	03/06/2015	This amendment is issued to update the pricelist dated November 18, 2014, effective with all orders issued on or after March 06, 2015.
7	08/28/2014	This amendment is issued to update the Contractor's contact, effective with all orders issued on or after August 28, 2014.
6	01/29/2014	This amendment is issued to remove dealer, Eckert Brothers, Inc., effective with all orders issued on or after January 29, 2014.
5	10/21/2013	This amendment is issued to add dealer, RPM Machinery, LLC and to update the pricelist dated August 12, 2013, effective with all orders issued on or after October 21, 2013.
4	02/08/2013	This amendment is issued to add dealer, Rath Builders Supply, Inc., effective with all orders issued on or after February 08, 2013.
3	12/01/2012	This amendment is issued to remove dealer, Ebony Construction Co., effective with all orders issued on or after December 01, 2012.
2	07/02/2012	This amendment is issued to indicate a new model update to the pricelist, effective with all orders issued on or after July 02, 2012.
1	12/05/2011	This amendment is issued to indicate a new model update to the pricelist, effective with all orders issued on or after December 05, 2011.

Case Construction Equipment - State of OH - STS Contract 800185
Discount Matrix - by Model - 03/09/2015 - 09/30/2017
QP1-5211-050 Base Authorization

Model	CNH America LLC CASE CE Price Book Version	% Off List - State of Ohio
Tractor Loader Backhoes		
580N 2WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580N 4WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
590SN 2 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
590SN 4 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580SN 2 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580SN 4 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580N EP 2 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580N EP 4 WD T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
580SN WT T4 Final	PL-200 TLB SAP REVISION 15 EFF. NOVEMBER 10TH 2014	45%
Tractor Loaders		
570N 2WD EP T4 Final	PL-200 TLL SAP REVISION 14A EFF SEPT 26TH 2014	45%
570N 4WD EP T4 Final	PL-200 TLL SAP REVISION 14A EFF SEPT 26TH 2014	45%
Forklifts		
586H 2WD T4 FINAL	PL-200 RTFL SAP REVISION 15 EFF. AUGUST 11 2014	45%
586H 4WD T4 FINAL	PL-200 RTFL SAP REVISION 15 EFF. AUGUST 11 2014	45%
588H 2WD T4 FINAL	PL-200 RTFL SAP REVISION 15 EFF. AUGUST 11 2014	45%
588H4WD T4 FINAL	PL-200 RTFL SAP REVISION 15 EFF. AUGUST 11 2014	45%
Skid Steers and Compact Track Loaders		
SR130 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SR160 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SR175 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SV185 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SR210 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SR240 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SR270 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SV280 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
SV300 T4 Final	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
TR270 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
TR310 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
TR340 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
TV380 T4 FINAL	PL200 SL SAP REVISION 16c revised October 1, 2015	35%
Crawler Dozer		
650L	PL-200 CE SAP REVISION 8A EFF NOV. 11 2013	42%
750M	PL-200 CE SAP REVISION 11B EFF. NOV 10 2014	42%
850M	PL-200 CE SAP REVISION 11B EFF. NOV 10 2014	42%
1150M	PL-200 CE SAP REVISION 11B EFF. NOV 10 2014	42%
1650M	PL-200 CE SAP REVISION 11B EFF. NOV 10 2014	42%
2050M	PL-200 CE SAP REVISION 11B EFF. NOV 10 2014	42%
Wheel Loaders		
21F	PL200 CW SAP REVISION 9 EFF MAY 30 2014	42%
121F	PL200 CW SAP REVISION 9 EFF MAY 30 2014	42%
221F	PL200 CW SAP REVISION 9 EFF MAY 30 2014	42%
321F	PL200 CW SAP REVISION 9 EFF MAY 30 2014	42%
521F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
621F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
721F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
821F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
921F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
1021F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
1121F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%
1221F	PL 200 CE SAP REVISION 16 EFF. November 10 2014	45%

Excavators		
CX31B	PL200 MX SAP REV 11a revised August 10, 2015	33%
CX36B	PL200 MX SAP REV 11a revised August 10, 2015	33%
CX55B	PL200 MX SAP REV 11a revised August 10, 2015	33%
CX75C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX80C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX130C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX145C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX160C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX210C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX235C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX250C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX250D	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX300C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX300D	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX350C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX350D	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX470C	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX700B	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
CX800B	PL200 CX SAP REV 15 EFF NOV 10 2014	36%
Compaction Rollers		
DV23 interim	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV26 interim	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV36 interim	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV45 interim	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV207	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV209	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV210	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
DV213	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
SV208	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
SV210	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
SV212	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
SV216	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
PT240	PL200 CM SAP REV 17 EFF NOV 10 2014	36%
Motor Graders		
845B	PL-200 GR SAP REVISION 10 EFF APRIL 1 2014	45%
865B	PL-200 GR SAP REVISION 10 EFF APRIL 1 2014	45%
885B	PL-200 GR SAP REVISION 10 EFF APRIL 1 2014	45%

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SOUTHEASTERN EQUIPMENT COMPANY, INC. FOR THE PURCHASE OF A CASE SR 240 SKID STEER LOADER WITH ATTACHMENTS FOR THE SEWER DIVISION.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Southeastern Equipment Company, Inc. for the purchase of a Case SR 240 Skid Steer Loader with attachments for the Sewer Division in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 9, 2016

Request for appropriation for contractual agenda items

FINANCIAL IMPACT:

\$162,219.00 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 May 9, 2016:

- \$100,000 for the 2016 Pavement Marking Application Program;
- \$62,219 for the purchase of a Case SR 240 Skid Steer Loader with attachments for the Sewer Division.

BACKGROUND:

Please refer to specific Council Communications dated May 9, 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: FOR MARY HOPKIN

Legal Review (where applicable) by: [Signature]

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: Unappropriated Street Improvement Fund \$100,000

To: 40116025-252000 Improvements Other Than Building \$100,000
(2016 Pavement Marking Program)

From: Unappropriated Sewer Surplus Fund \$62,219

To: 62416025-253100 Automotive Equipment \$62,219
(Purchase Skid Loader for Sewer Division)

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 9, 2016

Request for appropriation for non-contractual agenda items

FINANCIAL IMPACT:

\$241,770.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested:

- \$32,350 for John Deere 1575 TerrainCut 4WD Mower for Street Division;
- \$12,985 for Hunter TCX57W Tire Changer for Public Works Garage;
- \$13,400 for network security testing;
- \$30,348 for online services/software from GovernmentJobs.com (dba NEOGOV);
- \$35,000 for SCADA design and development services;
- \$7,570 for Suretrac 18+4 tilt deck trailer for Sewer Division;
- \$9,767 for Toro Z Master 6000 zero turn 72" mower for Sewer Division;
- \$7,400 for cart path repairs at Fairfield Greens Golf Course/South Trace;
- \$26,500 for crack sealing by J&A Construction, Inc.;
- \$42,000 for Wastewater Treatment Open Channel Grinder;
- \$24,450 for aerial photography to update city-wide GIS imagery.

BACKGROUND:

Please refer to specific Council Communications dated May 9, 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: Melissa Wilson

Approved for Content by: Melissa Wilson

Financial Review (where applicable) by: [Signature] For Mary Hopton

Legal Review (where applicable) by: [Signature]

Accepted by Council Agenda: Melissa Wilson

KOENIG
KOENIG EQUIPMENT, INC.

We Come to You With Solutions

www.koenigequipment.com

Date: 04/26/2016

Quoted To:

City of Fairfield
5350 Pleasant Avenue
Fairfield OH 45014

Branch: OXFORD

Quote Number: 010156

Salesperson: Stu Merkamp (513) 523-4169
stu.merkamp@koenigequipment.com

Responsible: Stu Merkamp

Expires: 05/26/2016

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

New John Deere 1575 TerrainCut Commercial Front Mower w/Comf	38,944.00
* 37.4Hp Three Cylinder Liquid Cooled Diesel	
* Full Time 4WD/On Demand	
* 23x10.50-12 Turf Drive Tires	
****INCLUDING THE FOLLOWING OPTIONS****	
2443TC TerrainCut Commercial Front Mower	\$38,549.00
w/ComfortCab	
001A United States and Canada	\$0.00
9999 Predelivery/Freight	\$395.00
New John Deere 72 7-Iron PRO Side Discharge Mower (1400/1550)	4,982.00
****INCLUDING THE FOLLOWING OPTIONS****	
0347TC 7-Iron PRO Side Discharge Mower	\$4,787.00
(1400/1550-85)	
001A United States and Canada	\$0.00
9999 Predelivery/Freight	\$195.00

Additional Charges

DISCOUNT	-13,766.30
EXTERNAL MIRROR	190.30

Comments

Purchase orders should be submitted to:
Koenig Equipment, Inc
PO Box 549
Botkins, OH 45306
Attn: Jenny Frilling
Fax 937.693.5050

Selling Price:	30,350.00
Tax:	
Net Selling Price:	30,350.00

Accepted by:

Prepared by:

DAS \$32,827

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800276EFFECTIVE DATES: 01/01/2013 TO 12/31/2016

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

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This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

**JOHN DEERE TURF & UTILITY PRODUCTS
COMMERCIAL FRONT MOWERS AND EQUIPMENT**

**1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)
Equipment for Base Machine**

37.4 HP (27.5 kW), gross SAE
J1995, PS
Rated at 3000 rpm
Displacement 100.2 cu. in.
(1.64 L)
Three Cylinder Liquid-Cooled
Up to B20 Compliant
Dual Element Air Cleaner
Air Restriction Indicator
12V Electric Start
12V Auxillary Power Outlet
95 AMP Automotive Alternator
16 U.S. Gallon Fuel Capacity
Two Pedal Hydrostatic Foot
Control
Hydrostatic Transmission
Four Wheel Drive
Full Time 4WD / On-Demand
Hydrostatic Power Steering
Differential Front Wheel Lock
Front Lights (steering column
mounted)
23x10.50-12 In. 4PR Turf
Drive Tires
18x8.50-10 In. 6PR Turf

Steering Tires (4WD)
Transmission Oil Cooler
Individual Turn Assist Brakes
Wet Disk Brakes
Master Stop Brake
Dual Hydraulic Implement
Lift Cylinders
Less Mower Deck
Hourmeter
Fuel Gauge
Tilt Steering Wheel
PTO Drvien Implements
Operator Presence System
Low Oil Pressure Warning Light
Hydraulic Oil Temp. Light and
Alarm PTO Shutdown
Cast Iron Rear Bumper
Operator Training Video

Factory Installed ComfortCab
Air Conditioning and Heater
Six Multi-Directional Air
Vents
Fabric Air Ride Suspension
Seat

with Adjustable Armrests,
Lumbar, and Seat Back
Dual Forward Work Lights
Two Speed Front Windshield
Wiper
Rearview Mirror (inside)
Sun Visor
Interior Light
Two Front/Two Rear Roof
Mounted
Warning Lights and Turn
Signals
Double Spool Auxillary
Hydraulic Valve
with Forward-mounted
Couplers

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
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Select One Code From Each Required Category

BASE MACHINE

F.O.B. Raleigh, North Carolina

2443TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	38,549.00
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DESTINATION

001A	United States and Canada	In Base Price
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ATTACHMENTS FOR FIELD CONVERSION

AR87167	Engine: Engine Coolant Heater (110 Volt)	80.90
BTC10531	Hydraulics: Hydraulic Weight Transfer Kit	321.00
BTC10562	Rear Auxillary Hydraulic Outlet Kit <i>Requires Double Spool Auxillary Hydraulic Kit to complete installation.</i>	327.41
LVB24852	Lighting: Beacon Light Kit (Cab Only)	243.10
LVB24853	Rear Work Light Kit (2 Lights) (Cab Only)	150.70
TCB10608	Miscellaneous: Electronic Cruise Control Kit	293.19

JOHN DEERE TURF & UTILITY PRODUCTS
COMMERCIAL FRONT MOWERS AND EQUIPMENT

1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
BTC10673		Reverse Alarm Kit (Back-up alarm)	128.40
BTC10685		Slow Moving Vehicle (SMV) Kit	85.60
		Operator Environment:	
LVB24844		External Mirror Kit (Cab Only)	190.30
BTC10677		Radio Mount Kit (Cab Only)	119.84
RE321102		Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jack for MP3 Players, and Weatherband	477.40
RE321109		Radio, Deere/Delco AM/FM Stereo with Single Compact Disc Player, Clock, Front Audio Input Jack for MP3 Players, and Weatherband	933.90
SWJHD1620		Stereo with AM/FM, Weatherband, SIRIUS Satellite and iPod Ready	249.99
		Seats / Wheels / Tires:	
TY15956		Tire Chains (Pair) for 23x10.50-12 In. Drive Tires	81.08
		Weights:	
BM17972		50 Lb. Cast Iron Wheel Weight (1)	133.76
BM18101		Mounting Hardware (1) for Attaching 72 Lb. Starter Weight and (2) 50 Lb. Cast Iron Weights on 26 in. Tire <i>Attaches wheel weight on 1500 TerrainCut Front Mowers with rims in wide or narrow orientations.</i>	29.96
R66949		Quik-Tatch Weight, 42 Lb.	59.91
TCB10303		Rear Weight Mounting Kit <i>Required for Ballast when Using Certain Implements. See Sales Manual for Instructions.</i>	112.36
		Wheels and Tires Front:	
BTC10784		Two Wheels with 23x10.50-12 In. 4PR Turf Drive Tires	394.83

**JOHN DEERE TURF & UTILITY PRODUCTS
COMMERCIAL FRONT MOWERS AND EQUIPMENT**

**72 In. 7-Iron PRO Commercial Side Discharge Mower Deck (For 1500 TerrainCut Front Mowers and 1400/1500's Series II and non Series II Front Mowers)
Equipment for Base Machine**

72 In. Cutting Width (3) Spindles, Blades 7-Gauge (.177 In.) One Piece Stamped Deck Shell 1-6 In. Height of Cut Deep Deck Design (2) Flat Free Caster Wheels Quick Release Belt Shields (4) Double Captured Adjustable	Anti-scalp Wheel Locations (2) Rear Anti-scalp Adjustable Wheels Hinged Side Discharge Chute Greaseable Spindles 7-Gauge (.177 In.) Steel 1 In. Splined Shaft Drive Rotate for Service
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CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
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Select One Code From Each Required Category

BASE MACHINE

F.O.B. Raleigh, North Carolina

0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck (For 1500 TerrainCut Front Mowers and 1400/1500's Series II and non Series II Front Mowers) <i>Ballast Required on Certain Model Configurations. See Sales Manual for Proper Weight Requirements.</i>	4,787.00
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Destination

001A	United States and Canada	In Base Price
001C	Australia and New Zealand	Same Price

ATTACHMENTS FOR FIELD CONVERSION

	Miscellaneous: TCA24048 Service Latch Chain (7 Link) <i>For 1400/1500 Series II and Non-Series II Front Mowers.</i>	11.30
	Mower Deck and Mower Deck Attachments: TCA22953 Heavy Duty Spindle <i>For 60 In. Side Discharge, 72 In. Side Discharge, 62 In. Rear Discharge, 72 In. Rear Discharge Decks</i>	478.03
	BTC10670 Mulch Kit 72" (7-Iron PRO)	331.70
	Weights: R66949 Quik-Tatch Weight, 42 Lb.	59.91
	TCB10303 Rear Weight Mounting Kit <i>Required for Ballast on Certain Model Configurations. See Sales Manual for Proper Weight Requirements.</i>	112.36



JOHN DEERE

Agriculture & Turf Division
 2000 John Deere Run, Cary, NC 27513 USA
 Phone: 919-804-2055 Fax: 309-749-2313
 E-mail: GovContractSupport@JohnDeere.com

Becki Shadman
 Contract Administrator
 Government Sales

January 14, 2016

Ms. Terri Villavicencio
 Contract Analyst
 State of Ohio
 Office of State Purchasing
 4200 Surface Road
 Columbus, OH 43228-1395

RE: CONTRACT STS 800276 – PRODUCT UPDATE

Ms. Terri Villavicencio:

The purpose of this letter is to request an amendment to update effective price pages on STS 800276 per the dates noted in the table below and correspond with the enclosed CD. Discounts are unchanged.

Price Book Section	Category Description	Discount off MSRP	Price Page Date
L25	Lawn Tractors (excludes D100 and S240 Series)	19.25%	04Jan16
L30	Lawn and Garden Tractors	24.25%	04Jan16
L35	Equipment For Riders and Tractors	24.25%	04Jan16
C10	Commercial Walk-Behind Mowers	24.25%	02Nov15
C13	ZTRAK Mowers and Equipment	24.25%	14Dec15
C15	Front Mowers and Equipment	24.25%	02Nov15
C18	Wide-Area Mowers and Equipment	24.25%	02Nov15
C20	Compact Utility Tractors	19.25%	14Dec15
C25	Equipment for Compact Utility Tractors	24.25%	04Jan16
C39	Recreational Utility Vehicles	17.25%	13Jan16
C40	Mid-Duty Utility Vehicles	17.25%	14Dec15
C41	Crossover Utility Vehicles	17.25%	11Jan16
C42	Utility Vehicles and Equipment	17.25%	11Jan16
C47	HPX Utility Vehicles	17.25%	11Jan16
G10	Reel Mowers	25.25%	02Nov15
G15	Special Application Mowers	25.25%	09Nov15
G20	Special Application Vehicles	25.25%	02Dec15
G25	Aeration	25.25%	18Nov15
G30	Debris Maintenance	25.25%	02Nov15
A2	Tractors	27.25%	13Jan16
A3	Combines	27.25%	13Jan16
A5	Hay & Forage	27.25%	11Jan16
A6	Tillage	27.25%	21Dec15
A7	Planters Drills & Air Seeding	27.25%	02Nov15
A8	Sprayers	27.25%	04Jan16
A9	Material Handling	27.25%	04Jan16
A10	AMS	27.25%	11Jan16

Frontier	Cotton	20% for all categories	09Nov15
	Cutting & Mowing		09Nov15
	Golf Equipment		09Nov15
	Hay & Forage		07Dec15
	Landscaping		09Nov15
	Livestock		07Dec15
	Material Handling		09Nov15
	Planting & Seeding		09Nov15
	Snow Products		09Nov15
	Tillage		09Nov15
	Transport		09Nov15

Should you have any questions, please feel free to contact me via phone at 919-804-2055.

Sincerely,



Becki Shadmani

Dealer Name & Address

This Dealer does not accept POs
 KOENIG EQUIPMENT, INC.
 ANNA BRANCH
 16240 County Rd 25A
 Anna, OH 45302

0000075203

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Aaron Koenig	937-693-5000	937-693-6236	aaron.koenig@koeningequipment.com

Dealer Name & Address

This Dealer does not accept POs
 KOENIG EQUIPMENT, INC.
 GERMANTOWN BRANCH
 2535 Dayton Pike
 Germantown, OH 45327

0000075203

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Aaron Koenig	937-693-5000	937-693-6236	aaron.koenig@koeningequipment.com

Dealer Name & Address

This Dealer does not accept POs
 KOENIG EQUIPMENT, INC.
 GREENVILLE BRANCH
 5155 Childrens Home Bradford Rd.
 Greenville, OH 45331

0000075203

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Aaron Koenig	937-693-5000	937-693-6236	aaron.koenig@koeningequipment.com

Dealer Name & Address

This Dealer does not accept POs
 KOENIG EQUIPMENT, INC.
 OXFORD BRANCH
 5736 College Corner Pike
 Oxford, OH 45056

0000075203

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Aaron Koenig	937-693-5000	937-693-6236	aaron.koenig@koeningequipment.com

Dealer Name & Address

This Dealer does not accept POs
 KOENIG EQUIPMENT, INC.
 URBANA BRANCH
 3130 East US Hwy 36
 Urbana, OH 43078

0000075203

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Aaron Koenig	937-693-5000	937-693-6236	aaron.koenig@koeningequipment.com

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: May 9, 2016

Purchase of a Hunter TCX57W Tire Changer for the Garage (Public Works).

FINANCIAL IMPACT:

\$12,985 (\$12,185 for the tire changer + \$800 for contingencies) from the Capital Improvement Fund.

SYNOPSIS:

This request is for the purchase of a Hunter TCX57W Tire Changer. This equipment is being purchased through KOI Savage Auto Parts Inc. for \$12,685 (prior to the old tire changer trade in of \$500) 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 of this tire changer if purchased through the State DAS contract #800306 would be \$12,687.

BACKGROUND:

This request is for the purchase of a Hunter TCX57W Tire Changer to replace the current Coats 5065EX tire changer due to age, condition, and the inability to do larger tires. The new changer will be used in day to day operations in the City Garage to assist the mechanics in their duties. The old unit will be traded in.

This unit is listed in the CIP as # FLT-16-621 Replacement of Tire Changer (\$13,000)(Public Works)

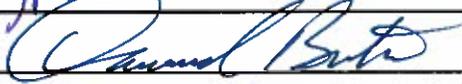
RECOMMENDATION:

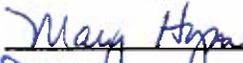
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$12,985 from the Capital Improvement Fund for this equipment.

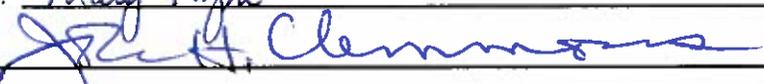
Rules Suspension is being requested to facilitate the purchase of this equipment.

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

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 



EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 4/25/2016

Submitted to:

City of Fairfield
 8870 North Gilmore Rd
 Fairfield, OH 45014
 (513) 867-4239

Quoted through:

Kentucky Motor Service
 3300 Spring Grove Ave
 Cincinnati, Ohio 45225
 John Crouch
 513-706-4416
 Fax: 513-542-6715
 john.crouch@koiautoparts.com

TCX57W (Mfr. sug. price: \$16,425.00) **\$12,685.00**
 Tire Changer, Leverless, Table-Top, PowerOut Bead Breaker, Automatic Swing Arm, Bead Press System, 6-30" clamping, (220v, 15a, L6-20R plug). Wheel lift.



Prices subject to change without notice.	subtotal	\$12,685.00	(\$16,425.00 MSRP)
	- trade-in	(500.00)	

This proposal is good through 4/2/2016

Total investment **\$12,185.00**

Proposal includes installation and on-site training by a Hunter Technical Representative.

Electrical and compressed air connections to equipment are not included on this quotation.

Estimated delivery:

Trade in:

This Proposal was Prepared for

Legal Name of Business

City of Fairfield

Billing Address

8870 North Gilmore Rd

City, State Zip

Fairfield OH 45014

Main Contact

Main Phone Number

(513) 867-4239

X

Approval

Items on this Proposal

1 TCX57W

Your Local Hunter Team

McCabe II, Michael
Manufacturer's Representative
Milford, OH
5134607567
mmccabeii@aol.com



Hoffman, Gavin
Technical & Training Representative
Miamitown, OH
5134005980
gavinhman@gmail.com



Funk, Eric
Regional Manager
6158292094
hunterman49@gmail.com

John Crouch
Kentucky Motor Service
3300 Spring Grove Ave
Cincinnati, Ohio 45225
513-706-4416
Fax: 513-542-6715
john.crouch@koiautoparts.com

Total investment (Cash / Check)

\$12,185.00



EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 3/04/2016

Submitted to:

Brian Rose
 brian.rose@fairfield-city.org
 City of Fairfield
 8870 N. Gilmore Rd.
 Fairfield, OH 45014
 (513) 867-4209

Quoted through:

MOHAWK RESOURCES LTD



TCX57W (Mfr. sug. price: \$16,425.00) 12,687.22

Tire Changer, Leverless, Table-Top, PowerOut Bead Breaker, Automatic Swing Arm, Bead Press System, 6-30" clamping, (220v, 15a, L6-20R plug). Wheel lift.



Prices subject to change without notice.	Subtotal	\$12,687.22	(\$16,425.00 MSRP)
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This proposal is good through 04/03/2016

Total investment \$12,687.22

Please be advised that installation, Training, and Freight are all included in the cost.

Electrical and compressed air connections to equipment are not included on this quotation.

For purchase using the Ohio State Contract
 Contract Number: State Terms Schedule Agreement #800306

Contract Period: 7/1/2013 - 6/30/2018

Pricing has already been put out to Bid, and that the prices are guaranteed to be the lowest government prices.

Any required concrete work is to be supplied by an outside contractor or the end user and is not included in this quote.

If you have any questions regarding this quote or if you would like to place an order, please contact Ray Pedrick of Mohawk Resources at 800-833-2006, ext 15.

rpedrick@mohawklifts.com

This Proposal was Prepared for

Legal Name of Business

City of Fairfield

Billing Address

8870 N. Gilmore Rd.

City, State Zip

Fairfield, OH 45014

Main Contact

Brian Rose

brian.rose@fairfield-city.org

Main Phone Number

(513) 867-4209

X

Approval

Items on this Proposal

1 TCX57W

Your Local Hunter Team



Michael McCabe II
Manufacturer's Representative
Milford, OH 45150
(513) 460-7567
mmccabeii@aol.com



Hoffman, Gavin
Technical & Training Representative
Miamitown, OH
(513) 400-5980
gavinhman@gmail.com



Funk, Eric
Regional Manager
(615) 829-2094
hunterman49@gmail.com

Ray Pedrick
MOHAWK RESOURCES LTD
65 Vrooman Ave.
PO Box 110
Amsterdam, NY 12010
518-842-1431
rpedrick@mohawkklifts.com

Total investment (Cash / Check)

\$12,687.22

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800306EFFECTIVE DATES: 07/01/2013 TO 06/30/2018

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

STATE TERM SCHEDULE

Index No: STS491
Eff. Date: 10/26/2015

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000004351
Mohawk Resources, LTD
65 Vrooman Ave
PO Box 110
Amsterdam, NY 12010

Same

800306

Contractor Contacts:

Mr. Steve Perlstein	518-842-1431 ext 24	Fax:518-842-1289	Sales Contact	sperlstein@mohawklifts.com
Ms. Mary Bartlett	800-833-2006 Ext. 11	Fax:518-842-1289	Sales Contact	mbartlett@mohawklifts.com

Delivery:

15-120 Days A.R.O. - F.O.B. Destination

Terms:

2% - 10, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$50

Maximum: \$150,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

24101600 - Lifting equipment and accessories

NOTES:

Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and pricelists.

Current pricelist is dated July 01, 2012 - updated October 16, 2015.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	10/26/2015	This amendment is issued to update the pricelist effective October 26, 2015, update the Contract Analyst and to add the Summary of Amendments page.

Retail Price Sheet				Ohio Pricing
PART#	TYPE	DESCRIPTION	LIST PRICE	
007-012-000	TL	TL-7 GOLF TURF LIFT	13,400.00	\$ 11,227.65
007-010-001	TP	A-7A - **ALI/ETL CERTIFIED**	7,025.00	\$ 5,886.14
601-440-018	Option	Weight Gauge, A-7	125.00	\$ 104.74
000-001-009	Option	O/H Hyd Line Extension (0' - 8 ft), (Set of 4) Provide length needed	275.00	\$ 230.42
000-001-011	Option	O/H Hyd Line Extension (> 8 ft To 16 ft), (Set of 4) Provide length needed	300.00	\$ 251.37
007-011-043	Option	Dual Post Controls, A-7	925.00	\$ 775.04
007-011-008	Option	208-220/230 VAC, 3 Ph , A-7	1,300.00	\$ 1,089.25
007-011-009	Option	440-460/480 VAC, 3 Ph , A-7	1,300.00	\$ 1,089.25
007-011-026	Option	208-220/230 VAC, 1 Ph, Hand Control, A-7	1,475.00	\$ 1,235.88
025-011-014	Option	115 VAC Duplex Outlet	150.00	\$ 125.68
007-011-046	Option	208-220/230 VAC, 1 Ph, Obstacle Sensor Pkg	1,900.00	\$ 1,591.98
007-011-047	Option	208-220/230 VAC, 3 Ph, Obstacle Sensor Pkg,	1,900.00	\$ 1,591.98
009-011-041	Option	440-460/480 VAC, 3 Ph, Obstacle Sensor Pkg	1,900.00	\$ 1,591.98
025-012-019	Option	Descent Alarm 3 Ph	425.00	\$ 356.10
025-012-018	Option	Keyed Lockout, 3 Ph	375.00	\$ 314.21
009-011-065	Option	Keyed Lockout, 1 Ph	925.00	\$ 775.04
007-007-094	Option	Lifting Pad Kit (Swing Arm - Rubber) (Set of 4)	350.00	\$ 293.26
007-011-029	Option	Lifting Pad Kit (Swing Arm) (Set of 4)	250.00	\$ 209.47
007-011-028	Option	Lifting Pad Kit, 3/4" Shoulder (Axle Engaging) (Set of 4)	225.00	\$ 188.52
ZZ1035-A-006	Option	Adjustable Screw Type Lifting Pads for A-7, SYSTEM-IA (set of 4)	600.00	\$ 502.73
007-011-014	Option	Reversed Hydraulic System, A-7	225.00	\$ 188.52
007-011-003	Option	Underground Line , A-7 - special order	825.00	\$ 691.25
007-011-049	Option	Special 220 Volt Single Phase 50 HZ 3 HP - A7	1,700.00	\$ 1,424.40
601-510-047	Option	Utility Station - 110/120V Duplex Outlet - 20 Amp	400.00	\$ 335.15
009-010-075	TP	System IA - 10,000 - **ALI/ETL CERTIFIED**	7,700.00	\$ 6,451.71
601-440-018	Option	Weight Gauge, IA	125.00	\$ 104.74
ZZ1095-P-001	Option	Foam Door Guard (Set of 2)	150.00	\$ 125.68
ZZ757-D	Option	Speed Lane Option for System-IA, LC-12, LMF-12, TP-16	4,000.00	\$ 3,351.54
000-001-009	Option	O/H Hyd Line Extension (0' - 8 ft), (Set of 4) Provide length needed	275.00	\$ 230.42
000-001-011	Option	O/H Hyd Line Extension (> 8 ft To 16 ft), (Set of 4) Provide length needed	300.00	\$ 251.37
009-011-003	Option	Underground Lines, IA	600.00	\$ 502.73
009-011-049	Option	Turf Package, IA - (4 Pad Style)	1,875.00	\$ 1,571.03
012-011-888	Option	Turf Kit Supplement, Universal 3rd Wheel Kit	525.00	\$ 439.89
016-011-012	Option	WA-1/WA-12 Wheel Adapter Kit - SYS-IA	2,450.00	\$ 2,052.82
009-011-046	Option	Wheel Adapter Reducer Sleeves (WA IA & 12)	800.00	\$ 670.31
009-011-008	Option	208-220/230 VAC, 3 Ph, IA	1,300.00	\$ 1,089.25
009-011-012	Option	440-460/480 VAC, 3 Ph, IA	1,300.00	\$ 1,089.25
009-011-044	Option	208-220/230 VAC, 1 Ph w/ Hand Control, IA	1,475.00	\$ 1,235.88
009-011-042	Option	208-220/230 VAC, 1 Ph, Obstacle Sensor Pkg, IA	1,900.00	\$ 1,591.98
009-011-040	Option	208-220/230 VAC, 3 Ph, Obstacle Sensor Pkg, IA	1,900.00	\$ 1,591.98
009-011-041	Option	440-460/480 VAC, 3 Ph, Obstacle Sensor Pkg, IA	1,900.00	\$ 1,591.98
025-011-014	Option	115 VAC Duplex Outlet	150.00	\$ 125.68
025-012-019	Option	Descent Alarm 3 Ph	425.00	\$ 356.10
025-012-018	Option	Keyed Lockout 3 Ph	375.00	\$ 314.21
009-011-065	Option	Keyed Lockout, 1 Ph	925.00	\$ 775.04
007-007-094	Option	Lifting Pad Kit (Swing Arm - Rubber) (Set of 4)	350.00	\$ 293.26
007-011-029	Option	Lifting Pad Kit (Swing Arm) (Set of 4)	250.00	\$ 209.47
007-011-028	Option	Lifting Pad Kit, 3/4" Shoulder (Axle Engaging)	225.00	\$ 188.52
ZZ1035-A-006	Option	Adjustable Screw Type Lifting Pads for A-7, SYSTEM-IA (set of 4)	600.00	\$ 502.73
009-011-030	Option	Side Mounted Power Unit, IA	325.00	\$ 272.31
009-011-043	Option	Slider / Swing Arm Kit (+5"), IA - Reduces Lift Capacity to 6,000 lbs.	1,400.00	\$ 1,173.04
009-011-064	Option	Hunter Adapter Kit , System IA - Retrofit Later	1,100.00	\$ 921.67
009-011-004	Option	Hunter Adapter Kit, IA - Less arms/sliders/lifting pads/adapters	500.00	\$ 418.94
007-011-049	Option	Special 220 Volt Single Phase 50 HZ 3 HP - IA	1,700.00	\$ 1,424.40

PartNumber	Product	Product Description	Unit	Ohio Pricing
TCR1-BLK	Passenger Tire Changers	Revolution Fully Automatic Tire Changer ~ 12-30" Capable, Center Clamp, Leverless	\$35,700.00	\$27,575.87
179-15-2	Passenger Tire Changers	Shield, Safety Goggles	\$5.50	\$5.16
20-2045-1	Passenger Tire Changers	Tire Changer Wheel Lift Kit (TCX500)	\$1,575.00	\$1,094.92
20-2609-1	Passenger Tire Changers	Storage Tray for TCX5x5 Changers - High capacity steel storage tray suitable for TCX	\$290.00	\$224.01
20-2833-1	Passenger Tire Changers	Bead Press Arm Kit - Includes Bead Press Arm for TCX5X Series Tire Changers, Steel	\$1,930.00	\$1,341.72
20-2834-1	Passenger Tire Changers	Bead Press System Kit - Includes Bead Press System for TCX5X Series Tire Changers,	\$3,170.00	\$2,203.75
20-2885-1	Passenger Tire Changers	Storage Tray for TCX5X Changers, High capacity steel storage tray suitable for TCX5	\$290.00	\$224.01
RP11-2020688	Passenger Tire Changers	Valve Stem Puller	\$12.70	\$11.92
RP11-2020689	Passenger Tire Changers	Valve Core Remover Tool	\$9.30	\$8.73
RP11-2200277	Passenger Tire Changers	Motorcycle Adaptor, Raised Clamping Jaw to clear integrated brakes and sprockets,	\$375.00	\$351.73
RP11-2201113	Passenger Tire Changers	Adaptor - Harley M/C	\$375.00	\$351.73
RP11-2202106	Passenger Tire Changers	Rim Edge Protector	\$19.00	\$17.82
RP11-5-104797	Passenger Tire Changers	Steel Mount Head w/ Roller	\$242.00	\$226.99
RP11-5-400900	Passenger Tire Changers	Mechanical Bead Pusher Kit, TCX500 (new design)	\$135.00	\$126.62
RP11-5-490223	Passenger Tire Changers	Shovel Protectors, TCX500/550, Plastic (4)	\$42.20	\$39.58
RP11-8-11100358	Passenger Tire Changers	Hi-Grip Jaw Protectors-Improved jaw adaptors for TCX tire changers. 8pcs per set.	\$65.00	\$60.97
RP11-8-11100369	Passenger Tire Changers	Plastic Protectors for Steel Mounting Head RP11-5-104797 (10 ea.)	\$35.00	\$32.83
RP11-8-11400087	Passenger Tire Changers	Mount/Demount Head (Polymer) complete with metal adaptor bracket. TCX500/55	\$85.00	\$65.66
RP11-8-11400098	Passenger Tire Changers	Protector Sleeve, Bead Lever (4). TCX Series.	\$28.20	\$26.45
RP11-8-11400276	Passenger Tire Changers	AR46 Expander/Reducer ~ Adds 4~ external clamping OR Reduces external clamping	\$400.00	\$375.18
RP11-8314813	Passenger Tire Changers	Mount/Demount Head, TCX500/550, Polymer	\$22.50	\$21.11
TCX50A	Passenger Tire Changers	Standard Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel M/D He	\$7,200.00	\$5,005.37
TCX50E	Passenger Tire Changers	Standard Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel M/D He	\$7,200.00	\$5,005.37
TCX51A	Passenger Tire Changers	Professional Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel or pl	\$9,130.00	\$6,347.08
TCX51E	Passenger Tire Changers	Professional Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel or pl	\$9,130.00	\$6,347.08
TCX51EL	Passenger Tire Changers	Professional Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Le	\$12,180.00	\$8,467.41
TCX53A	Passenger Tire Changers	Performance Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel or p	\$10,370.00	\$7,209.12
TCX53E	Passenger Tire Changers	Performance Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel or p	\$10,370.00	\$7,209.12
TCX53EL	Passenger Tire Changers	Performance Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Leverless	\$13,420.00	\$9,329.45
TCX53ELW	Passenger Tire Changers	Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Leverless Steel or plasti	\$14,995.00	\$10,424.37
TCX53EW	Passenger Tire Changers	Tire Changer, Table-Top Design, Hi-Power 110/220V motor, Steel or plastic M/D He	\$11,945.00	\$8,304.04
TCX56	Passenger Tire Changers	Tire Changer, Conventional, table-top, PowerOut Bead Breaker, Automatic Swing Ar	\$14,300.00	\$11,045.80
TCX56W	Passenger Tire Changers	Tire Changer, Conventional, table-top, PowerOut Bead Breaker, Automatic Swing Ar	\$15,875.00	\$12,262.38
TCX57	Passenger Tire Changers	Tire Changer, Leverless, Table-Top, PowerOut Bead Breaker, Automatic Swing Arm,	\$14,850.00	\$11,470.63
TCX57W	Passenger Tire Changers	Tire Changer, Leverless, Table-Top, PowerOut Bead Breaker, Automatic Swing Arm,	\$16,425.00	\$12,687.22
20-2707-1	Passenger Tire Changers	TC3300 Performance Kit ~ Includes force multiplier, mechanical bead roller, and HM	\$454.00	\$350.68
RP6-G1000A123	Passenger Tire Changers	Basic Flange Plate for clad wheels- Top-down clamping only. Suitable for TCA34, TC	\$450.00	\$422.08

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

May 9, 2016

ITEM

City Council is requested to appropriate the amount of \$13,400 from the Capital Improvement Fund for 2016.

FINANCIAL IMPACT

An appropriation in the amount of \$13,400 to CADRE from the Capital Improvement Fund for project CMO-16-004 in the 2016 Capital Improvement Program.

BACKGROUND

In proceeding with the Document Imaging project, where measurably more data will reside on the City network, and for the security of the existing data and the network as a whole, it is necessary for network security testing. This project will utilize outside sources to conduct a penetration test on the City network. The results of this test will indicate to IT any potential vulnerabilities in the current network security and any areas for improvement with regard to hardware, software, policies and equipment.

STAFF RECOMMENDATION

It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of \$13,400 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

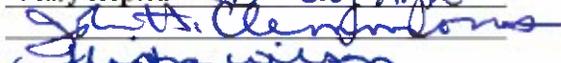
Prepared by:

Approved for Content by:

Financial Review (where applicable) by:

Legal Review (where applicable) by:

Accepted by Council Agenda:

Joseph Waldmann	
Greg Preece	
Mary Hopton	
	
	



Sales Proposal

Created by: Jon Roberto

Proposal Date: 4/26/2016

Expiration Date:

Proposal Terms: 30 Days

City of Fairfield

Proposal No: O6UJ9A000CL7JMR

City of Fairfield-Assessment15

Presented To: City of Fairfield

Attn: Joseph Waldmann

5350 Pleasant Avenue

Fairfield, OH 45014

Phone: (513)896-8134

Email: jwaldmann@fairfield-city.org

<u>Item</u>	<u>Product Name & Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Cadre Security Assessment Through carefully designed probes and diagnostic tests, including Cadre's own proprietary testing methodology, Cadre engineers can identify and quantify your exposure to potential information security risks and find solutions to overcome them. See Cadre Assessment Proposal for project details.	1	\$13,400.000	\$13,400.00
			Subtotal:	\$13,400.00
			GRAND TOTAL:	\$13,400.00

Comments:

- **Payment Terms.** Subject to continuing credit approval, terms of payment are net 30 days from the invoice due date unless otherwise noted.
- **Pricing.** Unless otherwise noted, prices quoted are good for 30 days and does not include applicable tax.
- **Freight.** Unless otherwise noted, prices do not include freight. All freight amounts are estimates only and are subject to change.
- **Returns.** Except for returns permitted under any end-user warranties provided by the manufacturer, all returns must be pre-approved by Cadre and the manufacturer. If approved such return may be subject to the vendor's specified restocking fee(s).
- **Cadre Professional Services.** Services will be documented in an agreed upon PSA (and one or more Statements of Work signed under that agreement) and will be provided to the client stated above.
- **International Shipping.** Orders that are shipped to countries outside of the US may be subject to additional fees which include import taxes, customs duties and handling fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. These additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates as well as

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Page 1 of 2

201 E 5th St Suite 1800 Cincinnati, OH 45202
 Phone: (513)762-6437 HQ: 888.862.2373 Fax: (513)762-6655
 Email: Jon.Roberto@cadre.net ❖ www.cadre.net



Sales Proposal

Created by: Jon Roberto

Proposal Date: 4/26/2016

Expiration Date:

Proposal Terms: 30 Days

City of Fairfield

Proposal No: O6UJ9A000CL7JMR

City of Fairfield-Assessment15

additional fees for storage of equipment. The freight, duty/vat (taxes), and handling charges referenced on this quote are an estimate only; provided to you for general information purposes. Recipient of the shipment is responsible for all fees upon delivery or invoicing.

This information is confidential, and the property of Cadre. The contents are provided specifically for the client and without authorization from Cadre not to be distributed.

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

ITEM:

DATE: 05/09/2016

An appropriation of funds is requested for the purchase of online services/software from GovernmentJobs.com (dba NEOGOV) for human resources recruitment and personnel management software.

FINANCIAL IMPACT:

Funding for this project is included in the 2016-2020 Capital Improvement Program.

SYNOPSIS:

NEGOV is an on-demand human resources software specifically designed for the public sector. With this software, the Human Resources Office will be able to automate several parts of the recruiting and onboarding process. Specifically, this will assist in making the recruiting, onboarding and performance review processes more efficient for all personnel and potential applicants.

BACKGROUND:

NEGOV provides an online application and tracking system that streamlines the application process and makes it easier to receive applications from and communicate with applicants for open positions. In addition, the program is able to transfer data to Munis once an applicant is hired which reduces the amount of time HR needs to enter the information once an applicant is hired. Other services available will assist HR with the onboarding of new personnel and conducting performance reviews of staff.

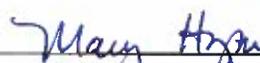
RECOMMENDATION:

It is recommended that City Council authorize appropriation in the amount of \$30,348.00 from the Capital Improvement Program for services with NEOGOV. Rules suspension is requested to expedite the ability to begin training and utilization of the services.

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

Prepared by:  Greg Preece, Asst. City Manager

Approved for Content by:  Mark T. Wendling, City Manager

Financial Review (where applicable):  Mary I. Hopton, Finance Director

Legal Review (where applicable):  John H. Clemmons, Law Director

Accepted for Council Agenda:  Alisha A. Wilson, Clerk of Council

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2016, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **City of Fairfield, OH**, a public entity acting by and through its duly appointed representative (“Customer”).

1. **Provision of Online Services.**

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. **Additional NEOGOV Responsibilities.** In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV’s logos, including the “powered by” logo, will appear on the “employment opportunities”, “job description” and other NEOGOV hosted pages.

(b) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system.

4. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and the Customer marks may both be displayed on and through NEOGOV’s system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV’s software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV’s software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer’s standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of __OH__, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality,

performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of last date of use (and provided within notification of termination of this Agreement), NEOGOV shall provide Customer with either read only access or a dedicated data file from the Insight system (flat file format). The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of __OH__, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Order Form

Customer:

Bill To:

Fairfield, City of (OH)

Attention: Greg Preece

Insight, Onboard, Perform & New-Hire Integration

Email: gpreece@fairfield-city.org

Phone: 513-867-5350

Quote Date: 04/20/2016

Revision: 1

Valid From: 04/20/2016

Valid To: 05/13/2016

Order Number:

Requested Service Date:

TBD

Initial Term:

12 Months

Order Form

Order Summary

Annual Recurring Fees

Line	Description¹	Annual Recurring Cost
1.	Insight Enterprise Edition (IN)	
	IN License	\$9,523.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	N/A
	GJC License	
3.	Onboard (ON)	
	ON License	\$4,762.00
4.	Perform (PE)	
	PE License (350 employees x \$39)	\$13,650.00
5.	NEOGOV Integrations – New-Hire Integration	
	Integration Maintenance (Multi-Product Discount)	WAIVED
	Sub Total:	\$27,935.00
	*20% Multi-Product License Discount Sub-Total:	-\$5,587.00
	Total:	\$22,348.00

Order Form

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Provisioning	\$2,500.00
	Lifetime Online Training Membership	\$2,500.00
7.	Onboard (ON)	
	Setup and Implementation	\$1,500.00
	Lifetime Online Training Membership	\$1,500.00
8.	Perform (PE)	
	Setup and Provisioning (*Waived)	\$2,500.00
	Lifetime Online Training Discount (*Waived)	\$2,500.00
9.	NEOGOV Integrations	
	Setup and Configuration (Multi-Product Discount)	WAIVED
	Sub Total:	\$8,000.00
	Order Total:	\$30,348.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W2 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:
Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Form

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Business Process Re-engineering
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV to re-configure integrations

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Order Form

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of the NEOGOV creation of the associated production environment for the Customer. (LICENSE)

Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of NEOGOV delivery of training materials for the associated production environment. (TRAINING)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of NEOGOV delivery of implementation materials for the associated production environment. (SETUP)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

ITEM:DATE: 05/09/16

An appropriation in the amount of \$35,000.00 is being requested to design, develop and upgrade the Wastewater Treatment Plant's Supervisory Control and Data Acquisition (SCADA) Human Machine Interface (HMI) graphics.

FINANCIAL IMPACT:

Funding for this project is included in the 2016-2020 CIP Budget under project number WWD-16-016-Plant SCADA System Replacement. The funding source is the Sewer Surplus Fund.

SYNOPSIS:

Software development to create new graphical overview screens and related navigation in FactoryTalk View SE, installation of the new screens on both HMI Servers and all client workstations/laptops, testing and validation of data on the new screens is necessary to upgrade the Wastewater Treatment Plant's SCADA HMI graphic package to an industry standard level.

BACKGROUND:

SCADA is utilized at the Wastewater Treatment Plant in order to allow Treatment Plant Operators the ability to monitor and control treatment processes from one central location. The Wastewater Treatment Plant recently upgraded its SCADA system, migrating from an Andover control system, originally installed in 1988, to an Allen Bradley/Rockwell Automations platform.

Design and development services proposal by PCS Technologies LLC is attached.

RECOMMENDATION:

It is recommended that City Council authorize an appropriation in the amount of \$35,000.00 from the Sewer Surplus Fund to design, develop and upgrade SCADA HMI graphics. Rules suspension is requested to expedite the work.

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

Prepared by: Jason Hunold *JH*

Approved for Content by: *Allen M. Sutterlin*

Financial Review (where applicable): *Maya Hays*

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

Accepted for Council Agenda: *Tricia Wilson*

PCS Technologies LLC

6515 Winford Avenue – Suite B
 Hamilton, OH 45011
 Tel.: (513) 868-8727 Fax: (513) 844-8727

**PROPOSAL**

To:	Randy Hassler	Date:	April 6, 2016
From:	PCS Technologies LLC 6515 Winford Avenue Suite B Hamilton, OH 45011	Project:	Fairfield WWTP SCADA HMI Graphics Upgrade
		Spec Sections:	n/a
		Addenda:	
By:	Shawna Constantinides	Quote:	QM-040616

We are pleased to provide the following proposal for the programming and services listed below. The proposal includes development of Plant SCADA HMI Graphic Overview screens to replace the current Overview screens which contain tabular data and pilot lights or selector switches to represent equipment/signal states. The new screens will include graphical representations for equipment organized by process areas depicting the process flow through the plant.

Services Included:

The scope of this proposal includes software development to create new graphical overview screens and related navigation in FactoryTalk View SE, installation of the new screens on both HMI Servers and all client workstations/laptops, testing and validation of data on the new screens, preparation of an Operation Manual including live screenshots, and Operator training. The new screens will be tested prior to installation on the Plant SCADA Servers from a development laptop owned by PCS so that all data points can be validated by comparing data from the existing screens with the new screens. Since all commands and setpoints come from control popups, the commands and setpoints will not require testing, but the links to open the proper popup will be validated.

This proposal includes several meetings/workshops with Fairfield WWTP staff to discuss and review layout of screens, breakdown of process areas/overview screens, process flows and interconnections, process equipment graphic symbols, and navigation requirements. Prior to implementation, the complete set of overview screens will be submitted for review and approval by Fairfield WWTP.

Eight hours of Operator Training and a Training Handout will be provided to help ease the transition to the new graphics and navigation. In addition, a comprehensive Operations Manual will be developed with images of all overview screens and narrative operating instructions and control descriptions for the complete system.

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically the following are excluded:

1. Changes to OIT screens are not included as the OIT screens are already graphical.
2. Purchase of any computer hardware or software. PCS will use internal license for development purposes.

Total Price:\$ **31,410**

Please see following final page of this document for an itemized breakdown of services and cost estimate.

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 90 days. Retainage or liquated damages are not acceptable.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Shawna Constantinides
PCS Technologies LLC
(513) 868-8727
shawna@pcs-technologies.com

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

ITEM:

DATE: May 9, 2016

Purchase of a Suretrac 18 + 4 tilt deck trailer (Unit #2481) for the Sewer Division.

FINANCIAL IMPACT:

\$7,570 (\$7,170 for the trailer + \$400 for contingencies) from the Sewer Surplus Fund.

SYNOPSIS:

This request is for the purchase of a Suretrac 18 + 4 tilt deck trailer. This trailer is being purchased through Smith Trailer and Equipment Inc., Cincinnati, Ohio.

BACKGROUND:

This request is for the purchase of a Suretrac 18 + 4 tilt deck trailer to be used by the Sewer Division to haul the newly requested Case SR240 Skid Steer Loader to jobsites throughout the City. This equipment is an addition the Sewer Divisions Fleet and is needed for daily tasks at the Sewer Plant, excavation of the sanitary collection system throughout the city, and for restoration purposes.

The equipment is listed in the CIP as # FLT-16-402 Purchase of Skid Steer Loader (Sewer) (\$70,000)

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$7,570 from the Sewer Surplus Fund for this equipment

Rules Suspension is being requested to facilitate the purchase of this equipment..

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

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

Prepared by: *Brian Don*

Approved for Content by: *Chantal Butts*

Financial Review (where applicable): *Wendy Hogg*

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

Accepted for Council Agenda: *Sharon Wilson*

SMITH TRAILERS AND EQUIPMENT INC.
9677 CINCINNATI-COLUMBUS RD.
CINCINNATI, OH 45241
(513)755-2497

Quote No: 5335
Date: 04/15/16
Page: 1

Sold To: CITY OF FAIRFIELD
KEN BULACH
5350 PLEASANT AVE.
FAIRFIELD, OH 45014

Customer No: 4755
Phone No: 513-867-4239

Ship To: 5350 PLEASANT AVE.
FAIRFIELD, OH 45014

Cust. Order #:

Salesperson: #6 - Dave

Product Code	Item Description	Qty	Unit Price	Amount
	SURETRAC 18+4 SPLIT DECK/16K	1	6995.00	6995.00
	APPROXIMATEL 4-5 WEEKS TO HAVE BUILT			
	PINTLE	1	0.00	0.00
	12K JACK	1	175.00	175.00

=====
Sub-Total: 7170.00
:
Shipping: 0.00
Tax [0]: EXEMPT *
=====
Total: 7170.00

DEPOSITS ARE NONREFUNDABLE
CUSTOMERS ARE RESPONSIBLE FOR ALL
TRAILER HOOKUPS PRIOR TO LEAVING PREMISE

=====
Amount Paid: 0.00
Amount Due: 0.00
Change: 0.00

Q U O T A T I O N



173 N. Brookwood Avenue
Hamilton, Oh 45013-1287
Phone 513-894-3291
Fax 513-894-3758
www.aljoesonline.com
e-mail aljoel@fuse.net

PHONE #: (513)867-4225
CELL #: (513)256-71580
ALT. #: (513)319-8560
P.O.#:
TERMS: 10th of the month
TYPE: Quote

DATE: 4/26/2016
ORDER #: 1260577
CUSTOMER #: 19663
CP: GaryG
LOCATION: 1
STATUS: Active

BILL TO 19663

Fairfield Streets Department
8870 North Gilmore Road
Fairfield, OH 45014 USA

SHIP TO

Fairfield Streets Department
8870 North Gilmore Road
Fairfield, OH 45014

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
TOR	74947	Z Master 6000 Professional 34hp cp EFI w/72" Turbo Force Dec	1	\$14,099.00	\$10,966.20	\$10,966.20
****	TRADE-IN	Hustler Zero Turn Machine has a 5 Year 1200 Hour warranty 3 Year Engine Warran	1	\$0.00	(\$2,200.00)	(\$2,200.00)

Prices reflected on this quote are valid for 30 days.
Our hours are M-F 8:30-7:00 pm Sat 8:30-5:00 pm
513-894-3291 aljoes@fuse.net

SUBTOTAL:	\$8,766.20
TAX:	\$0.00
ORDER TOTAL:	<u>\$8,766.20</u>

Authorized By: _____

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800261EFFECTIVE DATES: 10/01/2012 TO 09/30/2017

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

TORO®

Model_Number	Model_Description	F16 U.S. MSRP	State of Ohio Discount
Commercial Walk-Behind Mowers			
TurfMaster Walk-Behind Mowers			
22200	[LIMITED SUPPLY] TurfMaster 30", Kawasaki FJ180V, Self-Propel, BBC	\$2,110.00	27%
22210	TurfMaster 30", Kawasaki FJ180V, Self-Propel, BBC	\$2,110.00	27%
21" Commercial Heavy-Duty Recycler Walk-Behind Mowers			
22289	Toro 159cc OHV, Push, Zone Start	\$943.00	29%
22290	Kawasaki FJ180V, Variable Speed, 2-Bail, Zone Start	\$1,110.00	29%
22297	Kawasaki FJ180V KAI, 3-Speed, Single Bail, Zone Start	\$1,388.00	29%
22298	Kawasaki FJ180V KAI, 3-Speed, Single Bail, BBC	\$1,499.00	29%
22295	Honda GXV160, 3-Speed, Single-Bail, Zone Start	\$1,610.00	29%
22296	Honda GXV160, 3-Speed, Single Bail, BBC	\$1,721.00	29%
Commercial Mid-Size Walk-Behind Mowers			
Mid-Size Walk-Behind Mowers - Fixed Deck, Gear Drive, Pistol Grip			
30632	14.5 HP Kawasaki FS w/ 32" TURBO FORCE Fixed Deck	\$3,610.00	27%
39634	14.5 HP Kawasaki FS w/ 36" TURBO FORCE Fixed Deck [50 State]	\$3,943.00	27%
39638	14.5 HP Kawasaki FS w/ 48" TURBO FORCE Fixed Deck [50 State]	\$4,221.00	27%
Mid-Size Walk-Behind Mowers - Fixed Deck, Gear Drive, T-Bar			
30672	14.5 HP Kawasaki FS w/ 32" TURBO FORCE Fixed Deck	\$3,610.00	27%
39674	14.5 HP Kawasaki FS w/ 36" TURBO FORCE Fixed Deck [50 State]	\$3,943.00	27%
39678	14.5 HP Kawasaki FS w/ 48" TURBO FORCE Fixed Deck [50 State]	\$4,221.00	27%
Mid-Size Walk-Behind Mowers - Fixed Deck, Hydro Drive, Pistol Grip			
39934	14.5 HP Kawasaki FS w/ 36" TURBO FORCE Fixed Deck [50 State]	\$6,054.00	27%
39938	14.5 HP Kawasaki FS w/ 48" TURBO FORCE Fixed Deck [50 State]	\$6,332.00	27%
Mid-Size Walk-Behind Mowers - Floating Deck, Gear Drive, T-Bar			
39074	14.5 HP Kawasaki FS w/ 36" TURBO FORCE Deck [50 State]	\$5,221.00	27%
39078	15 HP Kawasaki FS w/ 48" TURBO FORCE Deck [50 State]	\$5,777.00	27%
Mid-Size Walk-Behind Mowers - Floating Deck, Hydro Drive, Twin Lever			
30488	18.5 HP Kawasaki FS, Electric Start w/ 48" TURBO FORCE Deck	\$7,777.00	27%
30489	18.5 HP Kawasaki FS, Electric Start w/ 52" TURBO FORCE Deck	\$7,999.00	27%
Commercial Stand-on Mowers			
GrandStand Stand-on Mowers			
74534	15 HP Kawasaki FS w/ 36" TURBO FORCE Deck	\$8,499.00	27%
74536	15 HP Kawasaki FS w/ 40" TURBO FORCE Deck	\$8,832.00	27%
74504	22 HP Kawasaki FX w/ 48" TURBO FORCE Deck	\$9,832.00	27%
74505	22 HP Kawasaki FX w/ 52" TURBO FORCE Deck	\$9,943.00	27%
74518	23 HP Kohler Command Pro EFI w/ 48" TURBO FORCE Deck	\$10,388.00	27%
74519	25 HP Kohler Command Pro EFI w/ 52" TURBO FORCE Deck	\$10,721.00	27%
74513	25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE Deck	\$11,277.00	27%
74529	MULTI FORCE 26.5 HP Kohler Cmd Pro EFI w/ 52" TF Deck [1]	\$11,832.00	27%
74523	MULTI FORCE 26.5 HP Kohler Cmd Pro EFI w/ 60" TF Deck [1]	\$12,388.00	27%
Commercial Zero-Turn Riding Mowers			
Z Master Zero-Turn Riders - Commercial 2000 Series			
74141	20.5 HP Kawasaki FX w/ 48" TURBO FORCE Deck	\$7,777.00	27%
74143	22 HP Kawasaki FX w/ 52" TURBO FORCE Deck	\$8,332.00	27%
74145	23.5 HP Kawasaki FX w/ 60" TURBO FORCE Deck	\$8,666.00	27%
Z Master Zero-Turn Riders - Commercial 3000 Series			
74952	20.5 HP Kawasaki FX w/ 48" TURBO FORCE Deck	\$9,332.00	27%
74955	25 HP Kohler Command Pro w/ 52" TURBO FORCE Deck	\$9,666.00	27%
74994	25 HP Kohler Command Pro w/ 52" TURBO FORCE - MyRIDE	\$10,999.00	27%
74950	25.5 HP Kawasaki FX w/ 60" TURBO FORCE Deck	\$10,332.00	27%
74996	25.5 HP Kawasaki FX w/ 60" TURBO FORCE Deck - MyRIDE	\$11,666.00	27%
74958	25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE Deck	\$10,666.00	27%
74959	25 HP Kohler Command Pro w/ 72" TURBO FORCE Deck	\$10,666.00	27%
Z Master Zero-Turn Riders - Professional 5000 Series			
74904	23 HP Kohler Command Pro EFI w/ 48" TURBO FORCE Deck	\$11,221.00	27%
74906	25 HP Kohler Command Pro EFI w/ 52" TURBO FORCE Deck	\$11,554.00	27%
74995	25 HP Kohler Command Pro EFI w/ 52" TURBO FORCE-MyRIDE	\$12,666.00	27%
74915	25 HP Kohler Command Pro w/ 60" TURBO FORCE Deck	\$11,888.00	27%
74930	25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE Deck	\$12,443.00	27%
74991	25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE-MyRIDE	\$13,554.00	27%
74918	26.5 HP Kohler Command Pro EFI w/ 72" TURBO FORCE Deck	\$13,110.00	27%
74933	Kohler Command Pro EFI Propane w/ 60" TURBO FORCE Deck	\$15,332.00	27%
74934	Kohler Command Pro EFI Propane w/ 72" TURBO FORCE Deck	\$15,777.00	27%
74942	25 HP Kohler CP EFI w/ 60" TURBO FORCE RD Deck	\$13,110.00	27%
74944	26.5 HP Kohler CP EFI w/ 72" TURBO FORCE RD Deck	\$13,554.00	27%

Model_Number	Model_Description	F16 U.S. MSRP	State of Ohio Discount
Z Master Zero-Turn Riders - Professional 6000 Series			
74923	24.5 HP Kawasaki FX w/ 52" TURBO FORCE Deck	\$12,332.00	27%
74960	31 HP Kawasaki FX w/ 60" TURBO FORCE Deck	\$13,888.00	27%
74997	31 HP Kawasaki FX w/ 60" TURBO FORCE Deck - MyRIDE	\$14,999.00	27%
74961	31 HP Kawasaki FX w/ 72" TURBO FORCE Deck	\$14,443.00	27%
74998	31 HP Kawasaki FX w/ 72" TURBO FORCE Deck - MyRIDE	\$15,554.00	27%
74926	26.5 HP Kohler EFI w/ 60" TURBO FORCE Deck	\$13,777.00	27%
74928	26.5 HP Kohler EFI w/ 72" TURBO FORCE Deck	\$14,332.00	27%
74946	34 HP Kohler CP EFI-60" TURBO FORCE Deck w/HORIZON™ Technology	\$15,110.00	27%
74947	34 HP Kohler CP EFI-72" TURBO FORCE Deck w/HORIZON™ Technology	\$15,666.00	27%
Z Master Zero-Turn Riders - Professional 7000 Diesel Series			
74266	25 HP Kubota Diesel w/ 52" TURBO FORCE Deck	\$17,443.00	27%
74267	25 HP Kubota Diesel w/ 60" TURBO FORCE Deck	\$17,999.00	27%
74274	25 HP Kubota Diesel w/ 72" TURBO FORCE Deck	\$18,554.00	27%
8000 Series Direct Collect Z			
74310	20.5 HP Kohler Command Pro w/42" Deck-(includes Hopper) [1]	\$15,777.00	27%
74313	25 HP Kohler Command Pro w/48" Deck-(includes Hopper) [1]	\$16,666.00	27%
74312	23 HP Kohler Command Pro EFI w/48" Deck-(includes Hopper) [1]	\$17,443.00	27%
Z Master Attachments			
Z Master E-Z VAC Blower & Deck Drive Kits			
78536	Z400 Series Blower & Drive Kit for 48" Deck	\$1,221.00	27%
78537	Z400/Z500/7000 Series Blower & Drive Kit for 52" Deck	\$1,221.00	27%
78538	Z500/7000 Series Blower & Drive Kit for 60" Deck	\$1,221.00	27%
78539	Z500/7000 Series Blower & Drive Kit for 72" Deck	\$1,221.00	27%
78551	Comm/Prof Series E-Z Vac Blower & Drive Kit for 48" Deck	\$1,221.00	27%
78552	Comm/Prof Series E-Z Vac Blower & Drive Kit for 52" Deck	\$1,221.00	27%
78553	Comm/Prof Series E-Z Vac Blower & Drive Kit for 60" Deck	\$1,221.00	27%
78554	Comm/Prof Series E-Z Vac Blower & Drive Kit for 72" Deck	\$1,221.00	27%
78571	Comm 2000 Series E-Z Vac Blower & Drive Kit for 48" Deck [1]	\$1,221.00	27%
78572	Comm 2000 Series E-Z Vac Blower & Drive Kit for 52" Deck [1]	\$1,221.00	27%
78573	Comm 2000 Series E-Z Vac Blower & Drive Kit for 60" Deck [1]	\$1,221.00	27%
Z Master E-Z VAC Soft Bag Collection Systems			
78531	Z400 Series Twin Soft Bagger for 48" Deck (For use with 78536)	\$1,443.00	27%
78532	Z400 Series Twin Soft Bagger for 52" Deck (For use with 78537)	\$1,443.00	27%
78533	Z500/7000 Twin Soft Bagger for 52" Deck (For use with 78537)	\$1,766.00	27%
78534	Z500/7000 Triple Soft Bagger for 60" Deck (For use with 78538)	\$2,366.00	27%
78535	Z500/7000 Triple Soft Bagger for 72" Deck (For use with 78539)	\$2,366.00	27%
78562	Comm/Prof - Twin Soft Bagger-48"/52" Deck (use w/ 78551/78552)	\$1,554.00	27%
78563	Comm/Prof - Triple Soft Bagger-60" Deck (use with 78553)	\$2,443.00	27%
78564	Comm/Prof - Triple Soft Bagger-72" Deck (use with 78554)	\$2,443.00	27%
78569	Comm 2000 -Twin Soft Bagger 48-60" Deck (use w/ 78571/72/73)	\$1,554.00	27%
Z Master E-Z VAC DFS Collection Systems			
78541	Z400 Series DFS Rear Bagger for 48" Deck (For use with 78536)	\$1,966.00	27%
78542	Z400 Series DFS Rear Bagger for 52" Deck (For use with 78537)	\$1,966.00	27%
78544	Z500/7000 DFS Rear Bagger for 60" Deck (For use with 78538)	\$2,721.00	27%
78545	Z500/7000 DFS Rear Bagger for 72" Deck (For use with 78539)	\$2,721.00	27%
78566	Comm/Prof - DFS Rear Bagger-48"/52" Deck (use w/ 78551/78552)	\$2,221.00	27%
78567	Comm/Prof - DFS Rear Bagger-60" Deck (For use with 78553)	\$2,766.00	27%
78568	Comm/Prof - DFS Rear Bagger-72" Deck (For use with 78554)	\$2,821.00	27%
Turf Renovation Equipment			
Aerators			
39518	30" Stand-on Aerator	\$11,221.00	27%
33515	21" Single Hydro Aerator	\$4,443.00	27%
33516	18" Mechanical Aerator	\$3,221.00	27%
Spreader Sprayer			
34215	Stand-on Spreader Sprayer	\$10,777.00	27%
Seeders			
33510	20" Hydro Slit Seeder	\$4,443.00	27%
33511	18" Mechanical Slit Seeder	\$2,332.00	27%
Power Rake			
33513	18" Mechanical Power Rake	\$1,999.00	27%
Rotary Broom			
38700	Power Broom	\$4,399.99	27%
Snow Equipment			

Model_Number	Model_Description	F16 U.S. MSRP	State of Ohio Discount
Single Stage			
38741	Power Clear 721 R	\$559.00	25%
38742	Power Clear 721 E	\$629.00	25%
38743	Power Clear 721QZR	\$679.00	25%
38744	Power Clear 721 QZE	\$779.00	25%
38751	Power Clear 721 R-C	\$659.00	25%
Two Stage			
37779	Power Max 724 OE	\$899.00	25%
37780	Power Max 826 OE	\$999.00	25%
37781	Power Max 826 OXE	\$1,099.00	25%
38801	Power MaxHD 928 OHXE	\$1,599.00	25%
38802	Power MaxHD 1028 OHXE	\$1,899.00	25%

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

ITEM:

DATE: 5/9/16

The appropriation of funds for the cart path repairs at the Fairfield Greens Golf Course/South Trace.

FINANCIAL IMPACT:

An appropriation of \$7,400.00 will be needed.

SYNOPSIS:

The repair to golf cart paths at the Fairfield Greens/South Trace Golf Course was anticipated in the 2016-2020 Capital Improvement Program (REC-16-001).

BACKGROUND:

The Parks and Recreation Board's 2016-2020 Capital Improvement Program (REC-16-001) lists the routine repairs of the golf cart paths at the Fairfield Greens/South Trace Golf Course as part of its 2016 projects. Proposals were solicited and are attached.

RECOMMENDATION:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of \$7,400.00 for this project.

LEGISLATIVE ACTION:

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

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

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

Proposal

Barry L Brown Paving
3210 Homeward Way
Fairfield, OH 45014
513-874-1588

Date: 4/14/2016

Proposal Submitted To:
Fairfield Greens

Job Name and Location:

We hereby submit specifications and estimates for:

Hole #1: repave 180' of cart path with 2" 448 asphalt grade swale and along cart path	\$3,000
Hole #15 remove existing cart path around tee box excavate about 125' around front of tee box to relocate cart path pave with 6" 304 gravel and 2 " 448 asphalt use topsoil that was removed to fill in and grade where old cart path was taken out.	\$4,200
Hole #8 clean out swale and add new rocks to clean area up	\$200

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

seven thousand four hundred dollars \$7,400

Chad Brown
Authorized Signature

4/14/2016
Date

Acceptance of Proposal

Date

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Project Number: REC-16-001 **Dept:** AQUATIC/GOLF FACILITIES **Bid Date:** 04/01/2016 **Priority:** Minor **Need:** Maintain Current Service Level

Blacktop/Overlay
Sealing/Striping/Paving/Repairs of parking lots and/or golf paths at the North/South Trace.

2016	2017	2018	2019	2020
\$10,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00



City Funding Source:
Recreation Facilities Fund **Amount:** \$85,000.00

Planning / Engineering / Legal: \$0.00 **Impact On Operating**
Acquisition of Property / ROW: \$0.00 **Personnel Costs:** \$0.00
Construction: \$85,000.00 **Other Costs:** \$0.00
Equipment / Vehicle: \$0.00 **Total Operating Costs:** \$0.00

City's Cost: \$85,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$85,000.00

J&A CONSTRUCTION INC.

(P.O. Box 996) 3609 Children's Home Bradford - Greenville, OH 45331

April 26, 2016

2 pages

Phone: 513-867-4213

Fax: 513-867-4205

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

**RE: Crack Sealing
Proposal**

To Whom It May Concern:

J&A Construction Inc. is pleased to provide a preliminary proposal for the above referenced project. The following paragraph explains the general scope of work that we are proposing to complete for this particular project.

Scope of Work

We are proposing to crack seal various Fairfield. This entails blowing the cracks and sealing the joints with a heavy-duty rubber compound. The sealant that we use complies with both ODOT and The Federal standards. To complete this project, we will need to put up fresh tar signs during the day hours of crack sealing. The project has been priced assuming that the city will have all vehicles removed from streets during sealing.

Based on this criterion, we developed the following price:

ODOT Type 4 polymer sealant with 2% fiber

\$1.20 a pound for material, labor, and equipment for Crack sealing

Type 2 rubber sealant

\$1.15 a pound for material, labor, and equipment for Crack sealing

****First price listed under each crack sealed road is for ODOT Type 4 polymer sealant. Second price is for Type 2 rubber sealant. The first is the better of the two materials.*

Prices above are good for the state bid 101G-17 Asphalt Concrete, Bituminous Mixes, Equipment Rental, and Material Hauling of which is on ODOT's purchasing website.

Office 937-547-1723

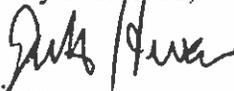
Cell 937-459-7963

Fax 937-547-1719

If awarded contract, we guarantee to do the job in a competent manner to your complete satisfaction. We are fully covered by Ohio Worker's Compensation and have public liability and property damage insurance. Payment is to be made in full within thirty days after invoicing. A service charge will be charged on any unpaid balance remaining thirty days after invoicing. The attached pricing will

be held for thirty (30) days. Pricing subject to change after thirty (30) days. If you other questions or concerns please feel free to contact me at 937-459-7963.

Respectfully submitted,



Justin Hines
President

If you award this contract to our company, please sign below and fax or mail it back to us. We appreciate your business.

J&A CONSTRUCTION, INC.
P.O. Box 996 Greenville, OH 45331
Fax: 937-547-1719

Contract Accepted By: _____ Date: _____



OHIO DEPARTMENT OF TRANSPORTATION

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

March 1, 2016

J & A Construction, Inc
3609 Childerns Hm Bradford Rd PO Box 996
Greenville, OH 45331

Re: 101G-17
Asphalt Concrete, Bituminous Mixes, Equipment Rental, and Material Hauling

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Asphalt Concrete, Bituminous Mixes, Equipment Rental, and Material Hauling. The contract will be in effect from March 1, 2016 to February 28, 2017.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Jim Schurch is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 644-7870 or (800) 459-3778.

Respectfully,

Jerry Wray
Director
Ohio Department of Transportation

JW:jas

c: file

101G-17 PRICING 1/26/16

Sealing, HOT APPLIED (423)

Vendor Name: J & A Construction Inc. 3609 Childrens Home Bradford Rd. Greenville, OH 45331

Please quote your lowest net unit price per pound applied for crack and joint sealant materials all in accordance with the Construction and Material Specification 423 and provisions contained herein, firm for the contract duration. Do not use ditto marks, arrows or other markings in lieu of the actual unit price. Do not insert a unit cost with more than 3 digits to the right of the decimal point. Digits beyond 3 after the decimal point will be dropped. Invoices will only be paid to the 3rd decimal point. You may bid on any or all Districts in accordance to the attached map: All products must conform to the 2008 Construction and Materials Specifications 423.

Dist. *	Type 1	Type 1 with Routing	Type I with Sawing	Type II	Fibers Type III	Type IV
Cost Per Pound Applied						
1	\$1.200	\$3.000	\$4.000	\$1.600	\$1.950	\$1.200
2	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
3	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
4	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
5	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
6	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
7	\$1.200	\$3.000	\$4.000	\$1.600	\$1.950	\$1.200
8	\$1.200	\$3.000	\$4.000	\$1.600	\$1.950	\$1.200
9	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
10	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
11	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250
12	\$1.250	\$3.000	\$4.000	\$1.650	\$2.000	\$1.250

ALTERNATE MATERIALS: Bidder must specify Type

Dist. *	ALTERNATE 1		ALTERNATE 2	
	Cost Per Pound Applied	Type	Product Name	Product Name
1	\$0.640			
2	\$0.690			
3	\$0.690			
4	\$0.690			
5	\$0.690			
6	\$0.690			
7	\$0.640			
8	\$0.640			
9	\$0.690			
10	\$0.690			
11	\$0.690			
12	\$0.690			

Please quote your lowest net unit price per pound applied for crack and joint sealant materials all in accordance with the Construction and Material Specification 423 and provisions contained herein, firm for the contract duration. Do not use ditto marks, arrows or other markings in lieu of the actual unit price. Do not insert a unit cost with more than 3 digits to the right of the decimal point. Digits beyond 3 after the decimal point will be dropped. Invoices will only be paid to the 3rd decimal point. You may bid on any or all Districts in accordance to the attached map: All products must conform to the 2008 Construction and Materials Specifications 423.



April 6, 2016

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

Subject: Sole Source

Dear Mr. Abner,

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

If you require further information please feel free to contact me.

Thank you very much.

Sincerely,

David Schuppe
Vice President Sales

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



Franklin Miller Inc.
 80 Okner Parkway
 Livingston, NJ 07039 USA
 Tel 973-535-8200
 Fax 973-535-8269
 info@franklinmiller.com

Quote No: 34954

April 27, 2016

Page 1 of 4
 FAI002

Bradley Abner
City Of Fairfield Wastewater Plant
 4799 Groh Lane
 Fairfield, OH 45014 USA
 Phone: 513-858-8347
 Fax: 513-858-7762

babner@fairfield-city.org

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

Salesperson:
 Joseph Macula, Regional Sales Manager
jmacula@franklinmiller.com

Dear Bradley ,

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

Quantity	Description	Price	Totals
<i>Ref: Matl: WASTEWATER Req: To replace Model CDD4010 Max: 7.8 MGD</i>			
1	EA Model DM-T20 Dimminutor® Open Channel Comminutors including: - Heavy-Duty Body Housing - Ductile Iron - Cantilevered Drive design - Mechanical seal -located above cutters - Stationary And Rotary Cutters - Hardened SS - Sizing Screen - Stainless steel		
1	EA Drive and Motor - Submersible - Full Submersible Capability - 3HP Subm/Expl. 230/460V. 3ph, 60 hz. Reliance Motor - Sealed Gear Reducer - Vertical - Grease Lube - 60 ft. cord		
1	EA Automatic Reversing Controller, Model S25060 - Nema 4X FRP Enclosure - Allen Bradley Micrologix PLC Model 850 - IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program - Copy of PLC program in Rockwell Connected Components Workbench Format		
1	EA Channel Frame: Model CF1000 -(4) Angles for easy mounting to channel -304 Stainless Steel		
1	DY Startup Services Normal Day Rate includes up to 8 hours,		

Total Lump Sum: \$41,635.00



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

Tel 973-535-9200
Fax 973-535-6289
info@franklinmiller.com

Quote No: 34954

April 27, 2016

Page 2 of 4

FAI002

Prices are Valid Until Friday, May 27, 2016

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

Freight Allowed to Jobsite.

Delivery is 8 to 10 weeks after receipt of approval.

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

Thank you for this opportunity to be of service.

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

FRANKLIN MILLER INC.
TERMS AND CONDITIONS
DATED 7/31/08

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

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

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

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

5. **SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS**

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

6. **PAYMENT OF PURCHASE PRICE**

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

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

7. **SECURITY INTEREST AND TITLE**

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

8. **VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE**

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

9. **CANCELLATION**

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

10. **STOP WORK ORDER OR DELAY:**

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

FRANKLIN MILLER INC.

TERMS AND CONDITIONS DATED 7/31/08

11. MISCELLANEOUS PROVISIONS

(a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect.

(b) Any amendment to any contract or contracts shall require the consent in writing of both parties.

(c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE

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

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

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

14. NOISE LEVEL REQUIREMENTS

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

15. OSHA CONDITIONS

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

16. DOCUMENTS REQUIRED

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

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION

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

18. TRADEMARKS AND COPYRIGHTS

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

19. INDEPENDENT CONTRACTORS

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

20. NON-ASSIGNMENT BY BUYER

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

21. APPLICABLE LAW

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

22. BUYER APPROVALS

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

23. STANDARD PRODUCTS

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

24. SIZES AND DIMENSIONS

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

25. ARBITRATION

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

26. FORUM.

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



April 14, 2016

Mr. Jeff Trimmer
GIS Analyst
City of Fairfield, OH
701 Wessel Drive
Fairfield, OH 45014

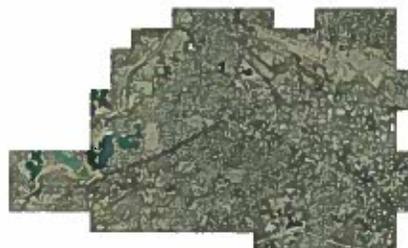
RE: 2016 City of Fairfield, Ohio Ortho-Imagery Project

Dear Mr. Trimmer:

Woolpert is pleased to submit our scope and fee proposal for the 2016 City of Fairfield Ortho Project.

Project Boundary

The image to the right depicts the 2016 City of Fairfield Ortho Project Boundary. In total, the project area is comprised of approximately 40 square miles.



Aerial Imagery Acquisition

Woolpert will acquire new 4-band, 8-bit aerial imagery covering the City of Fairfield. Aerial imagery will be acquired during the fall of 2016 (leaf-off conditions) with an average sidelap of 30%. The aerial imagery will support the generation of project area wide 1"=100' scale ortho-imagery with a pixel resolution of 3-inches.

Ground Control

Woolpert will utilize existing ground control established for previous projects, to support 1"=100' scale ortho base mapping. If any new ground control points are needed, Woolpert will perform the survey and supply a control diagram to the City of Fairfield depicting the proposed locations of the new horizontal and vertical GPS control points. Each new control point (if necessary) will consist of a photo identifiable point (ie. North edge of sidewalk at east edge of paved driveway).

Aerial Triangulation

Woolpert will perform aerial triangulation on the newly acquired aerial imagery acquired during the fall of 2016. Triangulation extends and densifies the ground control and will subsequently support the 1"=100' scale ortho base mapping.

Ortho Base Mapping

Woolpert will produce project area wide (40 square miles) 4-band 1"=100' scale ortho-imagery, with a pixel resolution of 3-inches. The existing OSIP LiDAR DEM will be used to rectify the new 3-inch aerial imagery.

The final ortho tiles will be delivered as 4-band (RGBN), 8-bit imagery. Utilizing the existing tiling system (1,250' x 1,250' tiles), the ortho tiles will be approximately 100 megabytes in size.

The imagery will be delivered in geotiff format, with the appropriate tiff world files and metadata. Upon acceptance of the ortho-imagery by the City, Woolpert will produce a project area wide MrSID Image.

Deliverables

Woolpert will supply the City of Fairfield with an external hard drive containing the digital ortho-imagery dataset (tiled geotiffs and citywide MrSID).

Schedule

- Weather/ground condition dependent, Woolpert will acquire new aerial imagery on or before October 31, 2016.
- The ortho-imagery will be cached and placed on Woolpert's SmartView Connect Server (for the City's Review) on or before December 31, 2016. After the City has completed and accepted the ortho-imagery, Woolpert will process the final 4-band, 8-bit ortho-imagery products (this process is estimated to complete within 2-weeks of acceptance by the City).

Fee Estimated

City of Fairfield Area (approximately 55 square miles in size)

4-Band, 8-Bit Ortho-Imagery 1"=100' Scale Base Mapping	
Service	Fee
Total - 3-Inch Pixel Resolution (4-band, 8-bit)	\$22,470.00

Jeff Trimmer
April 14, 2016
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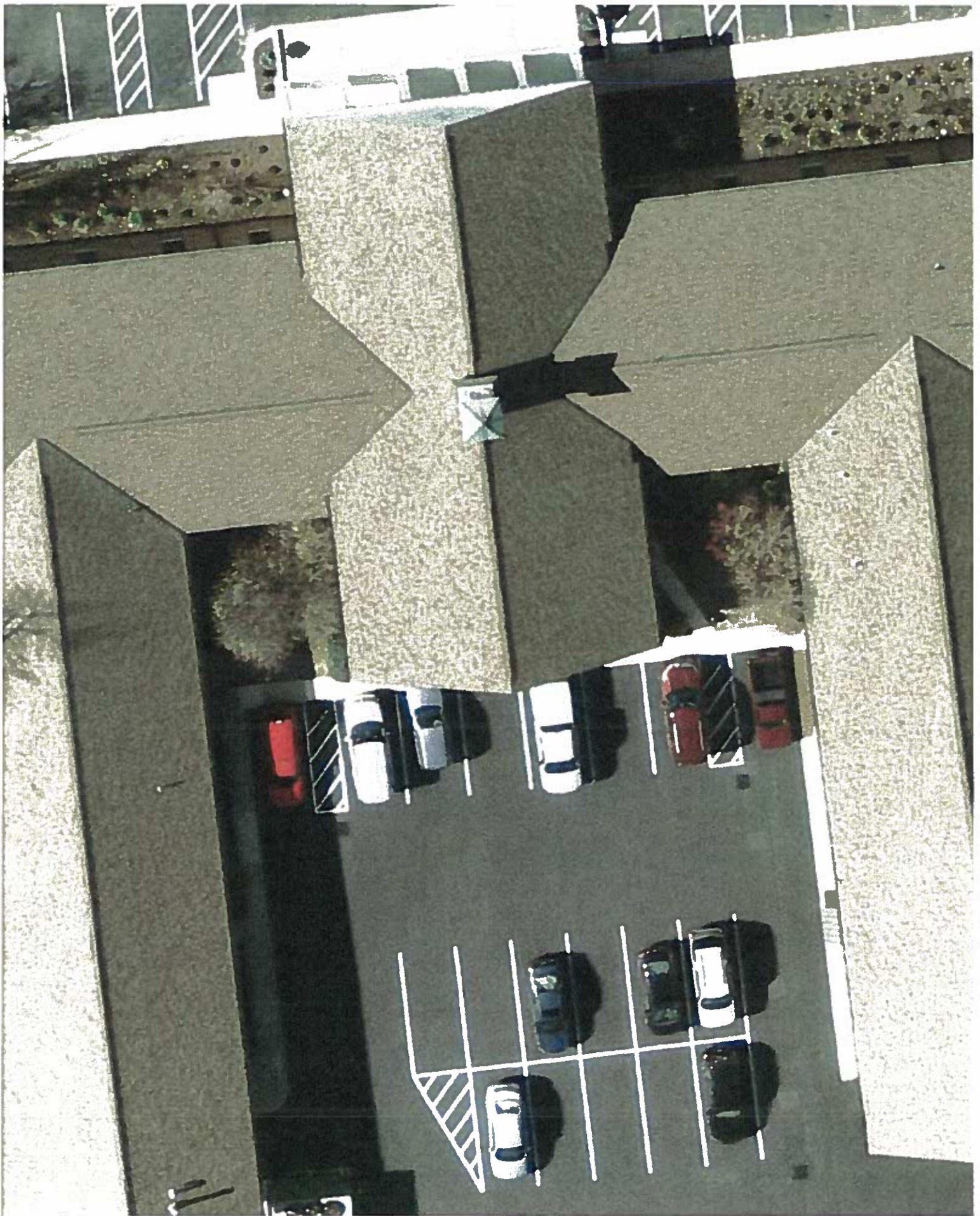
We appreciate the opportunity to present this price proposal and look forward to again working with you and your team. If you have any questions or need further clarification regarding the above, please call me at 614.827.6155. I can also be reached via my e-mail address: brian.stevens@woolpert.com.

Sincerely,

WOOLPERT Inc.

A handwritten signature in black ink, appearing to read "Brian Stevens", written over a horizontal line.

Brian Stevens, CP, SP
Project Manager



ORDINANCE NO. _____

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

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

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

From:	Unappropriated Capital Improvement Fund	\$89,083
To:	40216025-253200 Capital Equipment <i>(Replacement John Deere 4WD Mower (\$32,350) & Purchase of Tire Changer (\$12,985))</i>	\$45,335
To:	40216023-233900 Other Professional Services <i>(CADRE Security Assessment)</i>	\$13,400
To:	40216025-253400 Computer Equipment <i>(NeoGov Software for Human Resources)</i>	\$30,348
From:	Unappropriated Sewer Surplus Fund	\$56,412
To:	62416025-253200 Capital Equipment <i>(SCADA System Upgrades at Wastewater Treatment Plant (\$35,000) & Replace Mower for Sewer Division (\$9,767))</i>	\$44,767
To:	62416025-252000 Improvements Other than Buildings <i>(Aerial Photography for GIS Imagery)</i>	\$4,075
To:	62416025-253100 Automotive Equipment <i>(Trailer for Skid Loader)</i>	\$7,570

From:	Unappropriated Recreation Facilities Fund	\$7,400
To:	64052025-252000 Improvements Other Than Building <i>(Repair/Replacement of Cart Paths)</i>	\$7,400
From:	Unappropriated Street Improvement Fund	\$34,650
To:	40116025-252000 Improvements Other Than Building <i>(2016 Crack Sealing Street Program (\$26,500) & Aerial Photography for GIS (\$8,150))</i>	\$34,650
From:	Unappropriated General Fund	\$8,150
To:	10016025-252000 Improvements Other than Buildings <i>(Aerial Photography for GIS)</i>	\$8,150
From:	Unappropriated Water Surplus Fund	\$4,075
To:	60516025-252000 Improvements Other than Buildings <i>(Aerial Photography for GIS)</i>	\$4,075
From:	Unappropriated Sewer Expansion Fund	\$42,000
To:	40816025-253200 Capital Equipment <i>(Replace Channel Grinder)</i>	\$42,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2016\Non Contractual 5-9 - Ord