

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

Tuesday, May 27, 2014

7:00 PM

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

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

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

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

1. **Call to Order**
2. **Prayer/Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Modifications**
5. **Executive Session Requests**
6. **Public Hearing(s)**
7. **Special Presentations and Citizen Comments**
 - a) Lupus Awareness Proclamation
 - b) Post Office Beautification Proclamation
 - c) Craig Moore, Police Officer – Oath of Office
8. **Mayor/Council Reports**
9. **Approval of Minutes**
 - a) Regular Meeting Minutes of May 12, 2014
10. **OLD BUSINESS**
 - (A) **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 Mount Pleasant Blacktopping for the 2014 Asphalt Paving and Resurfacing Project.
 - Ordinance – Third Reading
 - Motion – Adoption
 - (2)  Ordinance to authorize the City Manager to enter into an agreement with Southeastern Equipment Company, Inc. for the purchase of a Case 721F Loader.
 - Ordinance – Second Reading

(3)  Ordinance to authorize the City Manager to enter into an agreement with Adleta Construction for the construction of the Ross Road/ Kenn Road Improvement project.

- Ordinance – Second Reading

(B) **PUBLIC UTILITIES COMMITTEE**

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

(1)  Ordinance to authorize the City Manager to enter into a contract with Synagro Central, LLC. for disposal of biosolid materials from the Wastewater Treatment Plant.

- Ordinance – Second Reading

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

Debbie Pennington, Chairman; Terry Senger, Vice Chairman, Marty Judd, Member

(1)  Ordinance to authorize the City Manager to enter into an agreement with Century Equipment, Incorporated for the purchase of one (1) Toro Groundsmaster 5910 Mower.

- Ordinance – Second Reading

11. NEW BUSINESS

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

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

(1) Simple Motion: Appointment of Carolyn Wright, of Cincinnati Insurance Companies, as Fairfield's representative on the Butler County Board of Health.

(B) **PUBLIC SAFETY COMMITTEE**

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

(1) Simple Motion: Motion to request hearing on liquor permit application in the name of Christopher M. Griffith dba Darkroom Café, 1195 Hicks Boulevard, Fairfield, OH 45014 (Permit Classes: D5).

(2) Simple Motion: Motion to approve liquor permit application in the name of Swright Productions LLC DBA Blue Note Lighthouse Café (Permit Classes: D1, D2, D3, D3A and D6).

(3) Resolution to declare three (3) Styker Model 6252 Stair Chairs as surplus and authorize their transfer to the Fairfield City School District and declaring an emergency.

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

(C) **PUBLIC UTILITIES COMMITTEE**

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

(1) Ordinance to authorize the City Manager to enter into a contract with National Water Services, LLC for cleaning and rehabilitating raw water production wells number 6 and 7 in the water division and declaring an emergency.

- Motion – Read by Title Only (Optional)

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

(2) Ordinance to authorize the City Manager to enter into a contract with Chemco Systems, L.P. to purchase one Slurry Lime Slaker with Rotary Feeder and Control Panel.

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

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

Debbie Pennington, Chairman; Terry Senger, Vice Chairman, Marty Judd, Member

(1) Ordinance to authorize the City Manager to enter into a contract with J.K. Designs, Inc., DBA National Sculpter's Guild, for an entry feature at the Community Arts Center and declaring an emergency.

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

(E) **FINANCE & BUDGET COMMITTEE**

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

(1) Ordinance providing for the issuance of not to exceed \$1,650,000 of renewal notes by the City of Fairfield, Ohio, in anticipation of the issuance of bonds to provide funds to renew bond anticipation notes.

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

(2) Ordinance to authorize an amended Employment Agreement for the City Manager.

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

(3) Contractual Appropriations - \$80,000 for cleaning and rehabilitating raw water production wells; \$150,000 to purchase one (1) Slurry Lime Slaker; \$67,500 for a bronze sculpture.

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

(4) Non-Contractual Appropriations - \$49,300 for upgrades and maintenance at the Community Arts Center; \$4,125 for upgrades of the Fairfield Greens South Trace irrigation system; \$5,000 for traffic signal system assistance; \$25,000 to purchase spare parts to support SCADA system; \$25,000 for engineering to update the

Bio Win Plant model; \$45,000 to replace the Aeration Systems Diffusers; \$14,000 for a Turblex Blower HMI Panel View upgrade.

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

12. Meeting Schedule

Monday, June 9	Regular Meeting, 7:00 p.m.
Monday, July 14	Regular Meeting, 7:00 p.m.
Monday, August 11	Regular Meeting, 7:00 p.m.

13. Executive Session of Council (if needed)

14. Adjournment

MINUTES

REGULAR MEETING OF COUNCIL

MAY 12, 2014

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 Debbie Pennington led in Prayer and Pledge of Allegiance.

Roll Call

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

Agenda Modifications

Councilmember Senger, seconded by Councilmember Snyder, moved to substitute the non-contractual ordinance for a revised version of the ordinance. City Manager Pizzano explained that the \$30,000 appropriation for work at the Community Arts Center was pulled pending more research on the item. Motion carried 7-0.

Executive Session Requests

Councilmember Snyder, seconded by Councilmember Pennington, moved for Executive Session for the purpose of discussing employment of personnel. Motion carried 7-0.

Public Hearing(s)

Special Presentations and Citizen Comments

Keith Davis of 1850 Vernon Pl. addressed council regarding his thoughts on energy aggregation and abandoned property maintenance. Mayor Miller referred both issues to Development Services Director Tim Bachman for further research and thanked Mr. Davis for bringing the topics to council.

Mayor/Council Reports

Councilmember Pennington reported on the Village Green concert series. The series begins May 22 and goes through the end of August. More information is online. This month's concert starts at 6:30 pm, and all other concerts will begin at 7:00 pm.

Councilmember Senger reported on the Hero's Ride. The ride will take place on August 23.

Councilmember Snyder congratulated and thanked the citizens of the City of Fairfield for passing the school levy. Mercy Health is having an event this Wednesday for cancer survivors from 6:30 pm to 8:00 pm. More information is available on their website.

Councilmember Woeste introduced Kurt Radel to speak about the Business Spotlight Program. He has been working with Development Services to showcase businesses. The program will involve bringing different business leaders to city council meetings periodically to talk about their respective businesses.

Mayor Miller read a letter commending the Fairfield Police Department for their assistance to the King County Washington Police Department and Prosecutor's office on a recent murder case. Mayor Miller also thanked the Police Department for assisting on the case.

Approval of Minutes

Regular Meeting Minutes of April 28, 2014

- The Regular Meeting Minutes of April 28, 2014 were approved as written

OLD BUSINESS

PUBLIC WORKS COMMITTEE

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

Ordinance to authorize the City Manager to enter into a contract with Mount Pleasant Blacktopping for the 2014 Asphalt Paving and Resurfacing Project.

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

NEW BUSINESS

COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

Simple Motion: Motion to approve 2014 Summer Meeting Schedule for City Council Meetings.

Councilmember Snyder, seconded by Councilmember Pennington, moved to approve the 2014 Summer Meeting Schedule. Motion carried 7-0. SIMPLE MOTION 11-14. APPROVED 7-0.

Simple Motion: Motion to appoint Lynda McGuire as Acting Clerk of Council on an as-needed basis.

Councilmember Snyder, seconded by Councilmember Woeste, moved to approve Lynda McGuire as Acting Clerk of Council on an as-needed basis. Motion carried 7-0. SIMPLE MOTION 12-14. APPROVED 7-0.

PUBLIC UTILITIES COMMITTEE

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

Ordinance to authorize the City Manager to enter into a contract with Synagro Central, LLC. for disposal of biosolid materials from the Wastewater Treatment Plant.

Councilmember Marty Judd, seconded by Councilmember Adam Jones moved to read one ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended the city enter into a contract with Synagro Central, LLC. for disposal of biosolid materials from the Wastewater Treatment Plant. Legislative Action: Councilmember Judd presented the first reading of this ordinance.

PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Debbie Pennington, Chairman; Terry Senger, Vice Chairman, Marty Judd, Member

Ordinance to authorize the City Manager to enter into an agreement with Century Equipment, Incorporated for the purchase of one (1) Toro Groundsmaster 5910 Mower.

Councilmember Debbie Pennington, seconded by Councilmember Marty Judd moved to read one ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended the city to enter into an agreement with Century Equipment, Incorporated to purchase one mower. Legislative Action: Councilmember Pennington presented the first reading of this ordinance.

PUBLIC WORKS COMMITTEE

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

Councilmember Chad Oberson, seconded by Councilmember Terry Senger moved to read seven ordinances and one resolution by title only. Motion Carried 7-0.

Ordinance to declare sixteen (16) city motor vehicles, a generator and a tractor as surplus and authorize the City Manager to sell the motor vehicles, generator and tractor on govdeals.com.

Background: City Manager Pizzano recommended the declaration and sale of surplus vehicles and equipment. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 42-14. APPROVED 7-0.

Resolution to allow the existing landscaping and parking area located at 6330 Pleasant Avenue (Ameristop Retail Center) to remain within the existing right-of-way for the project known as Pleasant Avenue Improvements and declaring an emergency.

Background: City Manager Pizzano recommended the city allow the existing landscaping and parking area located at 6330 Pleasant Ave. to remain within existing right of way for Pleasant Avenue Improvements. Legislative Action: Councilmember Oberson presented the first reading of this resolution.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0.

RESOLUTION NO. 7-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into an agreement with Fuller Ford for the purchase of

four (4) 4X4 trucks, two (2) dump trucks and one (1) Ford Police Interceptor Vehicle.

Background: City Manager Pizzano recommended the city enter into an agreement with Fuller Ford to purchase various vehicles. Legislative Action: Councilmember Oberson presented the first reading of this resolution.

Councilmember Chad Oberson, seconded by Councilmember Marty Judd moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Marty Judd moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 43-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into an agreement with Lebanon Ford for the purchase of five (5) Ford Police Interceptor Vehicles and one (1) Ford Fusion and declaring an emergency.

Background: City Manager Pizzano recommended the city enter into an agreement with Lebanon Ford to purchase various vehicles.

Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 44-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into an agreement with Southeastern Equipment Company, Inc. for the purchase of a Case 721F Loader.

Background: City Manager Pizzano recommended the city enter into an agreement with Southeastern Equipment Company, Inc. to purchase a Case Loader. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Ordinance to authorize the City Manager to enter into an agreement with Deere and Company and MoTrim Inc. for the purchase of a John Deere 5085M 4X4 Utility Tractor with MoTrim Mower Attachments.

Background: City Manager Pizzano recommended the city enter into an agreement with Deere and Company and MoTrim Inc. to purchase a utility tractor with attachments. Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 45-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into an agreement with Rush Truck Centers for the purchase of a single axle dump truck and declaring an emergency.

Background: City Manager Pizzano recommended the city enter into an agreement with Rush Truck Centers to purchase a dump truck. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 46-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into an agreement with Adleta Construction for the construction of the Ross Road/ Kenn Road Improvement project.

Background: City Manager Pizzano recommended the city enter into an agreement with Adleta Construction for construction of the Ross Rd/Kenn Rd Improvement project. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

FINANCE & BUDGET COMMITTEE

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

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to read two (2) ordinances by title only. Motion Carried 7-0.

Contractual Appropriations - \$88,100 for Toro Groundsmaster 5910 mower; \$243,421 for vehicles and related equipment; \$227,847 for vehicles and related quipment; \$168,540 for Case 721F Loader; \$83,857 for John Deere 5085M 4X4 Utility Tractor with MoTrim Mower Attachments; \$84,573 for Single Axle Dump Truck; \$210,000 for Ross Road/Kenn Road Improvements.

Background: City Manager Pizzano recommended the appropriations related to the contracts previously discussed during this meeting. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 47-14. APPROVED 7-0.

Non-Contractual Appropriations - \$13,682 for Woods 15' Batwing Mower Deck (Parks); \$18,289 for 10

Variable Frequency Drives (Justice Center); \$9,771 for software and firmware for Johnson Controls Building Automation Software; \$45,700 for shingled roof at Fire Station 32 (Dixie Hwy) and miscellaneous repairs at all firehouses (Fire); \$11,365 for Kimco Salt Hopper (Street Department); \$30,000 for balcony and terrace improvements at the Community Arts Center; \$25,000 for Power Assisted Stair Chairs (Fire); \$25,000 for Self Contained Breathing Apparatus Test Equipment (Fire); \$20,900 for 3 printers (Finance); \$4,000 for software for city business; \$25,462 for Bobcat Utility Vehicle with snow blower (Water); \$17,804 for sanitary sewer piping (Wastewater).

Background: City Manager Pizzano recommended the appropriations for several non-contractual items. He also mentioned again that the \$30,000 balcony and terrace improvement was removed from the agenda. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0.

Councilmember Terry Senger, seconded by Councilmember Mike Snyder moved to adopt . Motion Carried 7-0.

ORDINANCE NO. 48-14. APPROVED 7-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule.

- Tuesday, May 27 Regular Meeting, 7:00 p.m.
- Monday, June 9 Regular Meeting, 7:00 p.m.
- Monday, July 14 Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

Council adjourned to Executive Session at 7:35 pm.

Adjournment

Executive Session adjourned at 9:50 pm.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

City of Fairfield
 Bid Tabulation for "2014 Asphalt Paving and Resurfacing Project"
 Bid Opening: April 14, 2014

DOT Item #	Description	Est. Qty.	Unit	Unit Price	Total Price	BIDDER (Name/Address/Phone)	Unit Price	Total Price	Unit Price	Total Price
						John R. Jurgensen 11641 Moseller Rd. Cincinnati, OH 45241 513-771-0820				
						Barrett Paving Materials, Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4662				
						Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777				

1	Miles 644 Edge Line	0.93	Unit	\$ 3,000.00	\$ 2,790.00	\$ 2,825.00	\$ 2,627.25	\$ 3,248.00	\$ 3,020.64
2	Miles 644 Center Line (double yellow)	0.45	Unit	\$ 6,000.00	\$ 2,700.00	\$ 5,650.00	\$ 2,542.50	\$ 5,650.00	\$ 2,542.50
3	Miles 642 Center Line (double yellow)	0.89	Unit	\$ 1,300.00	\$ 1,157.00	\$ 1,200.00	\$ 1,068.00	\$ 1,200.00	\$ 1,068.00
4	Miles 642 Center Line (broken & solid yellow)	0.14	Unit	\$ 800.00	\$ 112.00	\$ 750.00	\$ 105.00	\$ 750.00	\$ 105.00
5	Each 642 Arrow	37	Unit	\$ 50.00	\$ 1,830.00	\$ 45.00	\$ 1,665.00	\$ 45.00	\$ 1,665.00
6	Each 642 Combo Arrow	2	Unit	\$ 60.00	\$ 120.00	\$ 55.00	\$ 110.00	\$ 55.00	\$ 110.00
7	Each 642 ONLY	-	Unit	\$ 65.00	\$ -	\$ 100.00	\$ -	\$ 65.00	\$ -
8	Each 642 SCHOOL	-	Unit	\$ 500.00	\$ -	\$ 100.00	\$ -	\$ 500.00	\$ -
9	Feet 642 STOP Bar (24")	82.00	Unit	\$ 4.00	\$ 328.00	\$ 3.00	\$ 246.00	\$ 3.00	\$ 246.00
10	Feet 642 Channel Line (8")	2,325.0	Unit	\$ 0.60	\$ 1,395.00	\$ 0.55	\$ 1,278.75	\$ 0.55	\$ 1,278.75
11	Feet 642 Crosswalk (8")	250.00	Unit	\$ 2.00	\$ 500.00	\$ 1.75	\$ 437.50	\$ 1.75	\$ 437.50
12	Each 642 Island Ball	5	Unit	\$ 56.00	\$ 280.00	\$ 55.00	\$ 275.00	\$ 55.00	\$ 275.00
13	Feet 642 Transverse (24")	45	Unit	\$ 2.00	\$ 90.00	\$ 1.50	\$ 67.50	\$ 1.50	\$ 67.50
Total Amount Thermoplastic Roadway Pavement					\$ 11,322.00	\$ 10,422.50	\$ 10,422.50	\$ 10,815.89	\$ 10,815.89
Miscellaneous									
Specification #5									

SPEC	* Asphalt Rejuvenating Agent	10,000	Sq. Yds	\$ 1.00	\$ 10,000.00	\$ 0.89	\$ 8,900.00	\$ 0.92	\$ 9,200.00
*Contingency item - to be used as directed by the Engineer									
Total Amount Asphalt Rejuvenating Agent					\$ 10,000.00	\$ 8,900.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00
Specification #6									

253	*Full Depth Asphalt Repairs	500	Sq. Yds	\$ 58.00	\$ 29,000.00	\$ 45.00	\$ 22,500.00	\$ 53.66	\$ 26,830.00
*Contingency item - to be used as directed by the Engineer									
Total Amount Full Depth Asphalt Repairs					\$ 29,000.00	\$ 22,500.00	\$ 22,500.00	\$ 26,830.00	\$ 26,830.00
Specification #7									

SPEC	Plastic Surface Seal	22,000	Sq. Yds	\$ 1.45	\$ 31,900.00	\$ 1.29	\$ 28,380.00	\$ 1.33	\$ 29,260.00
Total Mastic Surface Seal									
Specification #8					\$ 31,900.00	\$ 28,380.00	\$ 28,380.00	\$ 29,260.00	\$ 29,260.00

City of Fairfield
 Bid Tabulation for "2014 Asphalt Paving and Resurfacing Project"
 Bid Opening: April 14, 2014

		BIDDER (Name/Address/Phone)							
DDOT Item #	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

		BIDDER (Name/Address/Phone)		
		John R. Jurgensen 11641 Mosteller Rd. Cincinnati, OH 45241 513-771-0820	Barrett Paving Materials, Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4662	Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777
		\$ 255,334.00	\$ 200,000.00	\$ 185,157.50
		\$ 109,428.00	\$ 140,357.50	\$ 146,062.60
		\$ 364,762.00	\$ 340,357.50	\$ 331,220.10

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOUNT PLEASANT BLACKTOPPING FOR THE 2014 ASPHALT PAVING AND RESURFACING PROGRAM.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Mount Pleasant Blacktopping for the 2014 Asphalt Paving and Resurfacing Program 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 12, 2014

Purchase of a Case 721F Loader

FINANCIAL IMPACT:

\$168,540 (\$165,540 + \$3,000 for contingency). from the Water Surplus Fund

SYNOPSIS:

This request is for the purchase of a 2014 Case 721F Articulated Wheel Loader to be added to the fleet for daily operations. This loader is being purchased through Southeastern Equipment Company, Inc., listed under State of Ohio Contract #800185 and index #STS515 with options with contracts as listed authorizing the use by Municipal Corporations.

BACKGROUND:

This request is for the purchase of a 2014 Case 721F Articulated Wheel Loader to be added to the fleet for daily operations. The new loader will be an addition to the City's fleet making a total of three large front loaders in the Wastewater, Water and Public Works Departments.

The loader is listed in the CIP as # FLT-14-605 Purchase Wheel Loader (\$165,000)

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$168,540. for the purchase of a 2014 Case 721F Articulated Wheel Loader from Southeastern Equipment Company, Inc., 404 Breaden Rd., Monroe, Oh 45050.

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

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

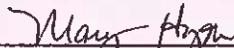
Prepared by:



Approved for Content by:



Financial Review (where applicable):



Legal Review (where applicable):



Accepted for Council Agenda:





Southeastern
EQUIPMENT CO., INC.

Scott Runnels
Sales Representative

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

QUOTATION

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

Date: March 20, 2014
 Phone: 513-867-4209
 Fax: 513-867-4206
 Mobile:
 Email: brian.rose@fairfield-city.org

Description	Price
ONE NEW CASE 721F ZBAR ARTICULATED WHEEL LOADER	\$299,470.00
CAB WITH HEAT & AC & RADIO STS DISCOUNT (45%) SCHEDULE# 800185	(\$134,761.50)
LIMITED SLIP DIFFERENTIALS & SKID PLATE	
COOLING SYSTEM WITH REVERSING FAN	
4 SPEED TRANSMISSION WITH REAR CAMARA	
2 SPOOL VALVE WITH JOYSTICK CONTROL	
CLOTH HEATED AIR SUSPENSION SEAT	
MICHELIN 20.5R25 RADIAL TIRES	
RIGHT AND LEFT REAR VIEW MIRRORS	
3.0 CU. YD. BUCKET WITH BOLT ON EDGE	
JRB LOADER BUCKET COUPLER & LOCKING HYDRAULICS FOR COUPLER	
RIDE CONTROL & HEAVY COUNTERWEIGHT & RIGHT/LEFT BRAKE PEDAL	
COLD WEATHER PACKAGE & REMOTE JUMP START TERMINALS & ROTATING BEACON	
2 FRONT ADDITIONAL CAB LIGHTS WITH A TOTAL OF FOUR FRONT & TWO REAR	
CASE PRO CARE WARRANTY: 5 YEAR/3000 HOUR-COMPLETE MACHINE & 3 YEAR SCHEDULED MAINTENANCE	
COMPLETE SET OF SERVICE AND PARTS MANUALS	832.00

Trade Information				
Year	Make	Model	Serial Number	Trade Value

Sale Price	165,540.50
Sales Tax	EXEMPT
FET	X
Document Fees	X
Insurance	X
Total	165,540.50
Less Trade	X
Down Payment	X
Balance Due	\$ 165,540.50

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

721F ARTICULATED WHEEL LOADER US PRICE LIST

(Ex Works Fargo, ND)

Standard Equipment

ENGINE:

FPT - F4HFE613Y

Displacement: 411 cu. in. (6.7 L)

Power:

Max Power Range:

- Net HP @ Rated RPM 179 hp
(133 kW) @ 2000 RPM
- Peak Net HP 179 hp
(133 kW) @ 2000 RPM

Standard Power Range:

- Net HP @ Rated RPM 144 hp
(107 kW) @ 2000 RPM
- Peak Net HP 163 hp
(121 kW) @ 1600 RPM

Economy Power Range:

- Net HP @ Rated RPM 121 hp
(90 kW) @ 2000 RPM
- Peak Net HP 138 hp
(103 kW) @ 1400 RPM

Air-to-air aftercooler

Anti-freeze solution -34°F (-37°C)

Fuel Tank: 65 gal. U.S. (246 L)

DEF Tank 16 gal. U.S. (60.6L)

Air cleaner - 2 stage with radial seal elements

Hydraulically driven fan with guard

Common rail electronic fuel injector

Mid-mounted cooling module

Auto idle control

DRIVE TRAIN:

AXLES:

- Limited slip differentials - Front and Rear

BRAKES:

4-Wheel, outboard mounted, wet disc hydraulic brakes

Parking brake; switch actuated, spring applied, hydraulic release

Separate front and rear brake systems

Single brake pedal

TRANSMISSION:

Speeds: 4F-3R

Computer controlled, full power, proportional shifting

Single lever electronic shift control on steering column

FNR shuttle shift on hydraulic controller

Programmable gear selection

Selectable fully-automatic and manual modes

Electronic transmission disconnect

On-board diagnostics with fault code storage and retrieval

Single, vertically mounted, spin-on oil filter

Low Temperature Cooler by-pass valve

HYDRAULICS:

Closed-center, load sensing

Single vertically mounted, spin-on oil filters

O-ring face seal hydraulic fittings

Full-flow oil cooler

Cushioned steering cylinders

Low Temperature Cooler by-pass valve

OPERATOR'S PROTECTIVE

STRUCTURE:

Cab with ROPS, AC and heater

Wipers, rear and intermittent front

Suspension seat, with 2" (50 mm) seat belt

Storage tray, cup holder

Tilt-steering wheel with integral steering knob

Fully adjustable wrist rest

Storage compartment

Lunch box

Front sunscreen

(1) Interior rearview mirror

721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

Standard Equipment

LOADER SYSTEM:

Automatic return-to-dig, Automatic height control and Automatic return-to-travel
Position indicator on bucket
Single lever/two spool loader control
Z-bar loader linkage - standard version
Single piece, flame cut, loader arms
Ground level lubrication points

INSTRUMENTATION:

Electronic Information Center
(Standard on both Cab and Canopy versions)

Digital Display of:

1. Tachometer
2. Speedometer
3. Gear selected
4. Trans Mode (auto/man)
5. Time
6. Trans direction
7. DEF Tank Gauge

Analog Gauges for:

1. Trans. Oil Temp.
2. Hyd. Oil Temp
3. Fuel Level
4. Engine Coolant Temp.

Indicator Lights for:

1. Master warning (yellow)
2. Master warning (red)
3. Turn signals
4. Steering pressure (low)
5. Low fuel
6. Brake pressure
7. High beam
8. Grid heater
9. Parking brake

ELECTRICAL:

24 volt system
Two heavy duty 12V 700 cold cranking amp (CCA) batteries
Halogen lights:
2 front flood (top mtd.)
2 front driving (hi/lo beam)
2 rear flood (top mtd.)
LED stop/tail lights
Front and rear turn signals and flashers
Alternator: 65 amp
Electrical disconnect switch
Horn
Backup alarm
Electric Hood
Telematics Ready
Wiring harness and 16-pin connector

OTHER BASIC EQUIPMENT:

Articulation and loader lift arm locking bars
Standard counterweight
Drawbar hitch (pins not included)
Front and rear fenders, partial coverage
Remote drain points
Front and rear lift and tie down points
CASE SiteWatch™ - on board telematics



Tire Matrix								
Model	Tire & Rim Type	OPT (FCS 16012)	Brand (FCS 16072)					
			482595 No Brand	482596 Bridgestone (Bias) Firestone (Radial)	482597 Goodyear	482598 Galaxy (Bias) Triangle (Radial)	482599 Michelin	482600 Titan
721F	20.5x25 L2 Bias-3pc 16PR	9420437	Available	Available	NA	Available	NA	Available
	20.5R25 L2 Radial-3pc	9420438	Available	Available	NA	Available	Available	NA
	20.5x25 L3 Bias-3pc 16PR	9420439	Available	Available	NA	Available	NA	NA
	20.5R25 L3 Radial-3pc	9420440	Available	Available	Available	Available	Available	Available
	20.5R25 Radial Michelin Snoplus-3pc	9420466	NA	NA	NA	NA	Available	NA
	20.5R25 Radial Bridgestone SnowWedge-3pc	9420474	NA	Available	NA	NA	NA	NA
	20.5x25 Brawler HD Solid Tires	9420492	Available	NA	NA	NA	NA	NA

Last updated March 2, 2012

Configure Your Commodity King

Features Developed Specifically For The Commodity King

Section	Ordering Code	Description	Reasoning
RADIATOR OPTION	482931	Heavy Debris Cooling System	Allow debris and animal hair to flow between fins without clogging, includes: <ul style="list-style-type: none"> • Wide fin spacing coolers • Variable speed, reversing fan • HD sloped cooling module cover • Syklone ejector-type precleaner • "Commodity King" decals
AXLES	782122	Limited Slip Axles (Standard)	Operations in dirt/mud/manure environment
	424235	Heavy Duty Axles	Concrete or Hard Pack Surfaces
BUCKETS	424245	3.5 cu. yd. pin on and Grapple	Max Material Density - with standard Z-bar = 2243 lb/yd ³ (light material)
	424246	5.5 cu. yd. pin on Light Material	Max Material Density - with standard Z-bar = 1768 lb/yd ³ (Hay/bales)



721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

Models

COMMERCIAL MODEL	BOOM	Weight	Factory Data	List Price
721F ZBAR T4	ZBar	26,600 LB		\$257,950.00
721F XR T4	Extended Reach	28,000 LB		\$261,656.00
Includes the following Equipment				
Heavy Counterweight (482059)		\$1,304.00		
721F XT T4	Tool Carrier/Parallel Linkage	28,500 LB		\$265,976.00
Includes the following Equipment				
Heavy Counterweight (482059)		\$1,304.00		



721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

Factory Supplied Options

Order Code	Description	Weight	Factory Data	List Price
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TRANSMISSION

SD V5600 TRANSMISSION

	424224	4-speed Transmission			No Charge
	424225	5-speed Transmission with Lockup Torque Converter, includes PowerInch progressive de-clutch Not for use with Trans Control Unit option 482918			\$3,159.00

AXLES

SD 15001 AXLES

	782122	Limited Slip Differentials Not for use with Trans Control Unit option 482918			No Charge
	424235	Heavy Duty Axles Larger size axles front and rear with automatic hydraulically-actuated differential lock on front axle, open differential on rear axle. Recommended for applications on hard surfaces or with solid tires, ballast, etc.	530 LB		\$3,742.00

COOLING SYSTEM

SD 02018 RADIATOR OPTIONS

	782454	Cooling System w/Hyd. Cooler Includes hydraulic oil cooler Not for use with Cold Weather Package option 482322	25 LB		No Charge
	482585	Cooling System w/Reversing Fan Includes hydraulic oil cooler, reversing and variable speed fan.	100 LB		\$816.00
	482931	Heavy Debris Cooling System Commodity King package, includes enhanced sealing of the cooling module covers, wider radiator, hydraulic and transmission cooler fin spacing (radiator = 6.5 fins/in, trans/hyd = 7.5 fins/in), Syklone engine air precleaner, "Commodity King" decal, and variable speed Reversing fan. Recommend for use with option 424235 - Heavy Duty Axles. This code is recommended for use in trash and high debris applications.	100 LB		\$4,706.00

**721F ARTICULATED WHEEL LOADER
US PRICE LIST**

(Ex Works Fargo, ND)

NOISE SUPPRESSION

SD 05134 SOUND SUPPRESSION

	X05134X	Standard Noise Suppression			No Charge
	782559	Sound Suppression Package Provides optimized external noise suppression	10 LB		\$2,788.00

OPERATOR'S PROTECTIVE STRUCTURE

SD 05127 CAB/CANOPY

	782859	ROPS Canopy			(\$11,787.00)
	782439	ROPS Cab with Heater	250 LB		(\$6,074.00)
	782440	ROPS Cab with Heater and A/C	300 LB		No Charge

STEERING SYSTEM

SD 20111 HYDRAULIC STEERING

	782441	Standard Hydraulic Steering Does NOT include secondary steering system.			No Charge
	782442	Secondary Steering System Includes secondary steering system that supplies hydraulic pressure to the steering circuit, if required.	100 LB		\$4,410.00
	482930	Joystick w/o Secondary Steering Joystick steering without secondary steering system. Provides award-winning, left-hand mounted joystick steering package with separate transmission speed and transmission control. Steering-wheel steering system is also included, allows operator to quickly switch between joystick and steering wheel steering.			\$7,065.00
	482913	Joystick w/ Secondary Steering Joystick steering with secondary steering system that supplies hydraulic pressure to the steering circuit, if required. Provides award-winning, left-hand mounted joystick steering package with separate transmission speed and transmission control. Steering-wheel steering system is also included, allows operator to quickly switch between joystick and steering wheel steering.	100 LB		\$11,480.00



**721F ARTICULATED WHEEL LOADER
US PRICE LIST**

(Ex Works Fargo, ND)

HYDRAULIC CONTROL VALVES

SD 20195 CONTROL VALVES

782489	2 Spool Valve with Joystick One joystick/lever controls loader lift arms and bucket.			No Charge
782486	2 Spool Valve, 2 Lever Left lever controls bucket and right lever controls loader lift arms.			\$212.00
782492	3 Spool Valve, 3 Lever Requires Cab option 782439 or 782440 First lever controls auxiliary functions, second lever controls bucket and third lever controls loader lift arms (includes hydraulic lines to lift arm cross tube.)			\$1,738.00
782495	3 Spool Valve, Joystick, Lever Joystick controls loader lift arms and bucket, separate single axis lever controls auxiliary hydraulics (includes hydraulic lines to lift arm cross tube.)			\$1,972.00

OPERATOR'S SEATS

SD 05133 SEAT/SAFETY BELT

482413	Vinyl Mech Susp Seat - 3" Belt Includes 3" (76 mm) seatbelt Required with ROPS Canopy option 782859			No Charge
782124	Cloth Mech Susp Seat - 2" Belt Includes 2" (51 mm) seatbelt Requires Cab option 782439 or 782440			No Charge
482103	Cloth Mech Susp Seat - 3" Belt Includes 3" (76 mm) seatbelt Requires Cab option 782439 or 782440	15 LB		\$334.00
482953	Cloth Heated Air Seat, 2" Belt Includes 2" (51 mm) seatbelt Requires Cab option 782439 or 782440			\$525.00
424912	Cloth Heated Air Seat, 3" Belt Includes 3" (76 mm) seatbelt Requires Cab option 782439 or 782440			\$615.00

STEPS, PLATFORMS AND FENDERS

SD 18009 STEPS/REAR FENDERS

782509	Standard Fenders w/LH Steps Left hand steps with front and rear standard width fenders			No Charge
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**721F ARTICULATED WHEEL LOADER
US PRICE LIST**

(Ex Works Fargo, ND)

		782510	Std Fenders w/RH & LH Steps Left and right hand stops with front and rear standard width fenders	35 LB		\$413.00
		482300	Wide Fender w/LH Steps Left hand steps with front and rear FULL WIDTH COVERAGE (wide fenders)			\$498.00
		782511	Wide Fenders w/RH & LH Steps Left and right hand steps with front and rear FULL WIDTH COVERAGE (wide fenders)	245 LB		\$1,357.00

WHEELS AND TIRES

SD 16012 4WS WHEELS

		9420437	20.5x25 L2 Bias (3 pc rim) 16 PR. Reference "Tire Matrix" page for brand availability.			No Charge
		9420439	20.5x25 L3 Bias (3 pc rim) 16 PR. Reference "Tire Matrix" page for brand availability.	325 LB		\$986.00
		9420438	20.5R25 L2 Radial (3 pc rim) Reference "Tire Matrix" page for brand availability.	100 LB		\$5,809.00
		9420440	20.5R25 L3 Radial (3 pc rim) Reference "Tire Matrix" page for brand availability.	480 LB		\$6,466.00
		9420466	20.5R25 Michelin Snoplus 3 pc Reference "Tire Matrix" page for brand availability.	225 LB		\$13,446.00
		9420474	20.5R25 Bridgestone SnowWedge Bridgestone Snow Wedge radial (3 pc rim) Reference "Tire Matrix" page for brand availability.			\$12,105.00
		9420492	20.5x25 Brawler HD Solid Tires Reference "Tire Matrix" page for brand availability. Brawler SolidFlex HD solid tires size 59x12x20.5 slick surface without traction cuts, with aperture holes for deflection and better ride, molded on 2-piece solid-specific adapter rims. Recommended for slow speed applications and to avoid excessive tire damage, for materials such as waste, recycling, scrap and demolition. For these applications, consider the belly pan and side guard options. Additionally, guarding is available from JRB. Requires options: Heavy Duty Axles, Axle Oscillation Stops, and Trans Control Unit - for max. 12 mph (20kph).			\$44,667.00

PIN-ON ATTACHMENTS

SD V5202 BUCKETS, PINS & COUPLERS

		XV5202X	No Loader Bucket			No Charge
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721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

782537	<p>Bucket Pins, No Bkt or Coupler</p> <p>ADDITIONAL BUCKETS AVAILABLE from Attachment Catalog: refer to PM-15851 CASE CE-US, PM-15852 CASE CE-CAN Light Material, pin-on buckets with BOE, sizes: 4.0, 5.0, 6.0 cu. yd. Multi-Purpose 4-1, pin-on buckets with BOE, sizes: 2.75, 3.0 cu. yd. (Refer to catalog for max. material densities)</p>			\$541.00
High Density Materials				
482396	<p>3.0 cu. yd. pin on bucket</p> <p>Base bucket with teeth provides 2.79 cu. yd. (2.13 cu. m.) heaped capacity. Bucket with teeth and segmented edges or full length bolt-on cutting edge provides 3.0 cu. yd. (2.3 cu. m.) heaped capacity. Order with teeth or bolt-on cutting edge from BUCKET ACCESSORIES section. Segmented edges are only available through dealer</p> <p>Not for use with 721F XT commercial model</p>			\$8,563.00
Medium Density Materials				
424243	<p>3.25 cu. yd. pin on bucket</p> <p>Base bucket with teeth provides 3.0 cu. yd. (2.3 cu. m.) heaped capacity. Bucket with teeth and segmented edges or full length bolt-on cutting edge provides 3.25 cu. yd. (2.5 cu. m.) heaped capacity. Order with teeth or bolt-on cutting edge from BUCKET ACCESSORIES section. Segmented edges are only available through dealer</p> <p>Not for use with 721F XT commercial model</p>			\$9,678.00
424244	<p>3.5 cu. yd. pin on bucket</p> <p>3.5 cu. yd. (2.7 cu. m.) heaped capacity</p> <p>Only available with bolt-on cutting edge option 424250.</p> <p>Not for use with 721F XT commercial model</p>			\$11,888.00
Coupler System				
734006	<p>CNH Coupler - ACS Compatible</p> <p>Case Coupler is comparable to the ACS Pro Series 2000 Size 30 Coupler.</p>			\$7,013.00
424248	<p>3.0 cu. yd. w/CNH Coupler(JRB)</p> <p>Base bucket with teeth provides 2.79 cu. yd. (2.13 cu. m.) heaped capacity. Bucket with teeth and segmented edges or full length bolt-on cutting edge provides 3.0 cu. yd. (2.25 cu. m.) heaped capacity. CNH Coupler and Bucket packages are compatible with JRB 416 Series attachments. Order with teeth or bolt-on cutting edge from BUCKET ACCESSORIES section. Segmented edges are only available through dealer</p>			\$16,499.00



721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

734009	3.0 cu. yd. w/CNH Coupler(ACS) Base bucket with teeth provides 2.8 cu. yd. heaped capacity. Bucket with teeth and segmented edges or full length bolt-on cutting edge provides 3.0 cu. yd. heaped capacity. Case Coupler is comparable to the ACS Pro Series 2000 Size 30 Coupler. Hydraulic latching and hydraulic supply kit. Order with teeth or bolt-on cutting edge from BUCKET ACCESSORIES section. Segmented edges are only available through dealer			\$18,403.00
482047	CNH Coupler - JRB Compatible CNH Quick Coupler is compatible with JRB 416 series attachments Only available with No Bucket Accessories Option XV5203X			\$7,015.00
Low Density Materials				
424245	3.5 cu. yd. pin on and grapple Grapple bucket, developed for Commodity King. 3.5 cu. yd. (2.7 cu. m.) when ordered with bolt on cutting edge or teeth and segments, 3.2 cu. yd. (2.4 cu. m.) with teeth only. Order with teeth or bolt-on cutting edge from BUCKET ACCESSORIES section. Segmented edges are only available through dealer Not available with 721F XT Commercial Model, 2 spool valve with joystick option 782489 or 2 spool valve, 2 lever option 782486. Maximum material density: 2,400 lb/cu. yd.	4,370 LB		\$23,495.00
424246	5.5 cu. yd. pin on bucket Light material bucket, developed for Commodity King. 5.5 cu. yd. (4.2 cu. m.) when ordered with bolt on cutting edge, not available with teeth. Order with bolt-on cutting edge from BUCKET ACCESSORIES section. Not available with 721F XT Commercial Model. Maximum material density: 1,600 lb/cu. yd.	3,025 LB		\$13,600.00

SD V5203 BUCKET ACCESSORIES

XV5203X	No Bucket Accessories For use with No bucket, Bucket pins only and Couplers only			No Charge
424250	Full length bolt-on edge Includes bolt-on cutting edge (BOCE). All sections are reversible. Skid plates included.	150 LB		No Charge
424249	Teeth Accessory CNH Smart-fit teeth. Skid plates included. Does not include segmented edges. Segmented edges are only available through dealer			\$535.00

**721F ARTICULATED WHEEL LOADER
US PRICE LIST**

(Ex Works Fargo, ND)

COUNTERWEIGHTS

SD 40003 COUNTERWEIGHT

	782895	Standard Counterweight			No Charge
	482059	Heavy Counterweight Additional 525 lbs. Included in XT and XR Commercial Models.			\$1,304.00

DECALS AND LITERATURE

SD 32003 DECALS & LITERATURE

	482105	English			No Charge
	482106	French			No Charge
	482107	Spanish			No Charge

ADDITIONAL EQUIPMENT WHL

SD 02025 COLD WEATHER STARTING

	X02025X	No Grid Heater/Cold Start			No Charge
	482322	Cold Weather Package Includes: Heavy duty batteries (2 x 950 CCA), low-temp Hytran Ultra hydraulic oil, hydraulic oil cooler bypass, hydraulic heat load valve, engine block heater, air-intake grid heater, and fuel warmer. Requires: 482585 Cooling System with Reversing Fan or 482931 Heavy Debris Cooling System			\$2,290.00

SD 02055 AIR PRECLEANER

	X02055X	Standard/No Precleaner			No Charge
	482015	Full-View Air Precleaner			\$498.00
	424223	Ejector Type Precleaner Sy-Klone brand. Included in option 482931 Heavy Debris Cooling System - Commodity King package.			\$509.00

SD 02060 REMOTE JUMP START

	X02060X	No Remote Jump Start			No Charge
	726013	Remote Jump Start Positive and Negative posts under lockable cover with hood switch and battery disconnect.			\$239.00

SD 05042 CONVENIENCE PACKAGE

	X05042X	No Convenience Package			No Charge
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**721F ARTICULATED WHEEL LOADER
US PRICE LIST**

(Ex Works Fargo, ND)

		782777	Operator Convenience Package Requires Cab option 782439 or 782440 Includes: ashtray, 24V cigar lighter and cell phone holder			\$281.00
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SD 05093 EXTERIOR REAR VIEW MIRRORS

		X05093X	No Right/Left Rear View Mirror			No Charge
		782203	Right/Left Rear View Mirrors External right and left rear view mirrors			\$260.00
		734005	Right/Left Heated Mirrors External right and left rear view mirrors			\$710.00

SD 06069 ADDITIONAL WORK LIGHTS

		X06069X	Standard Work Lights Standard Lights - two front/two rear			No Charge
		782067	2 Front Additional Cab Lights Provides machine with a total of four front facing and two rear facing cab-mounted work lights.			\$111.00

SD 21015 CONTROL UNIT FOR TRANS

		X21015X	No Control Unit for Power			No Charge
		482918	Trans Control Unit Limits unit speed to 12 mph (20 kph). For use with solid tires.			No Charge

SD 30005 FIRE EXTINGUISHER

		X30005X	No Fire Extinguisher			No Charge
		780100	Fire Extinguisher			\$154.00

SD 30047 BEACON

		X30047X	No Beacon Light			No Charge
		782108	Rotating Amber Beacon Includes switch, wiring, fuse and beacon. Beacon is shipped loose in cab.			\$519.00

SD 43004 TOOL BOX RH

		X43004X	No Tool Box			No Charge
		482141	Tool Box			\$292.00

SD V9001 REAR VIEW ACCESSORIES

		XV9001X	No Rear View Camara			No Charge
		424913	Accessory Mount Vertical bar in-line with cab pillar for various in cab accessories (weigh-load, etc.)			\$74.00
		424234	Camera with Accessory Mount Rear mounted camera with display monitor mounted to accessory mount vertical bar in-line with cab pillar.			\$2,104.00



721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

SD 16072 TIRE BRAND PREFERENCE

	482595	No Tire Brand Preference			No Charge
	482596	Firestone/Bridgestone Brand			\$1,399.00
	482597	Goodyear Brand			\$933.00
	482598	Galaxy/Triangle Brand			\$933.00
	482599	Michelin Brand			\$3,503.00
	482600	Titan/General Brand			\$933.00

SINGLE WHEELS

SD 16043 SPARE RIM

	X16043X	No Spare Rim			No Charge
	782585	3 Piece Rim for 20.5x25 Tires			\$1,023.00

BRAKE OPTIONS

SD 05008 RIGHT BRAKE PEDAL

	X05008X	No Right Brake Pedal			No Charge
	782436	Right Brake Pedal Adds right hand brake pedal and linkage, for service brake system The right hand brake pedal is mechanically connected to the standard left hand brake pedal, so they actuate simultaneously.			\$318.00

SOUND SYSTEM AND ELECTRICAL OPTIONS

SD 05136 RADIO OPTION

	X05136X	No Radio			No Charge
	482134	Radio Ready Requires Cab option 782439 or 782440 Includes two 12V outlets, antenna, speakers, radio bracket, wiring harness, fuse and 20 amp 24V to 12V converter.			\$498.00
	782114	AM/FM Stereo Radio Requires Cab option 782439 or 782440 Includes remote tuner/amplifier chassis, two 12V outlets, antenna, speakers, auxiliary input jack for portable MP3 or CD player. This is a 12V radio, with a 20 amp/24V to 12V converter. Has weatherband and is Satellite radio ready.			\$869.00

MISCELLANEOUS

SD 05060 HEADREST

	X05060X	No Headrest			No Charge
	782774	Headrest			\$130.00



721F ARTICULATED WHEEL LOADER
US PRICE LIST

(Ex Works Fargo, ND)

HYDRAULIC SYSTEM OPTIONS (REQUIRE SELECTION)

SD 20178 RIDE CONTROL

	X20178X	No Ride Control/Glide Ride			No Charge
	782503	Ride Control/LTS Provides hydraulic cushioning of loader lift arms	115 LB		\$4,049.00

HYDRAULIC SYSTEM AND LATCHING OPTIONS

SD 50060 LOCKING HYDRAULICS

	X50060X	No Locking Hydraulics			No Charge
	424911	Locking Hydraulic for Coupler Used to actuate coupler locking pins and latching mechanisms fitted to machine. Oil supplied by pilot circuit 3447 kPa (500 psi) maximum pressure. Includes rocker switch, solenoid valve, hoses to lift arm cross tube and mounting hardware. Provides hydraulic lines to operate an aftermarket coupler. The factory-supplied couplers include the hydraulic lines to operate the coupler.			\$673.00

PROTECTION AND SHIELDING OPTIONS

SD 39008 SIDE COVERS

	X39008X	No Side Covers			No Charge
	782897	Rear Frame Side Covers Enclose the access openings to the transmission and remote drain cover. These are bolt-on covers. Recommended for waste handling and other debris applications.			\$509.00

SD 39038 SKID PLATE

	X39038X	No Skid Plate/Transmission Grd			No Charge
	482027	Skid Plate/Transmission Guard			\$1,182.00

SD V7000 WINDSCREEN GUARD

	XV7000X	No Windscreen Guard			No Charge
	734022	Windscreen Guard Designed to WCBG607 Standard for Medium Duty Screen Guard			\$3,403.00

LICENSE PLATE BRACKET OPTION

SD 30002 BRACKET LICENSE PLATE

	X30002X	No License Plate Bracket			No Charge
	482140	License Plate Bracket Front bracket and rear lit bracket			\$101.00

LIST
299,470.⁰⁰
- 134,761.⁵⁰

164,708.⁵⁰

(STS 4.5%) (134,761.⁵⁰)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTHEASTERN EQUIPMENT COMPANY, INC. FOR THE PURCHASE OF A CASE 721F LOADER.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Southeastern Equipment Company, Inc. for the purchase of Case 721F Loader in accordance with the State of Ohio 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
Bid Opening - Results**

Project(s): Ross Road/Kenn Road Improvements

Project Estimate: \$180,000

Date: April 14, 2014 (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Addendum (s)	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
Ford Development Corp. 11148 Woodward Lane Cincinnati, OH 45241 513-772-1521	\$224,128.50	N/A	Yes - Bond	Yes	Yes
Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777	\$256,308.75	N/A	Yes - Bond	Yes	Yes
Adleta Construction 389 S. Wayne Avenue Cincinnati, OH 45215 513-554-1469	\$190,275.14	N/A	Yes - Bond	Yes	Yes
Barrett Paving Materials Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4664	\$277,691.17	N/A	Yes - Bond	Yes	Yes
R.A. Miller Construction Company Inc. 4148 Augspurger Road Hamilton, OH 45011 513-896-5011	\$236,925.35	N/A	Yes - Bond	Yes	Yes

** 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 bid.

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

Project(s): Ross Road/Kenn Road Improvements

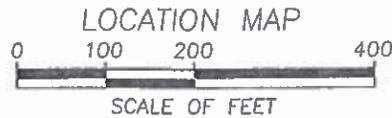
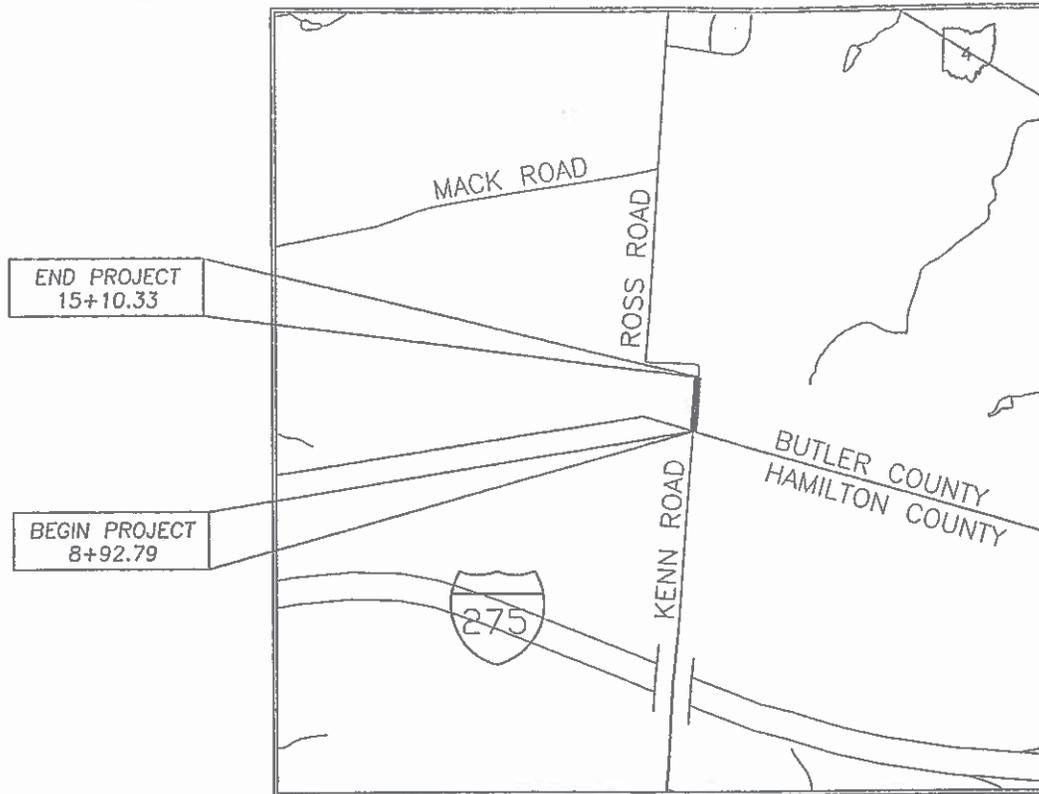
Project Estimate: \$180,000

Date: April 14, 2014 (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Addendum (\$)	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
W.G. Stang LLC 2403 Jacksonburg Road Hamilton, OH 45011 513-863-6924	\$206,167.00	N/A	Yes - Bond	Yes	Yes
Advanced Contractors and Estimators 115 Hosea Avenue Cincinnati, OH 45215 513-761-1400	\$192,378.00	N/A	Yes - Bond	Yes	Yes

** 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 bid.

ROSS ROAD/KENN ROAD IMPROVEMENTS CITY OF FAIRFIELD BUTLER COUNTY, OHIO



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ADLETA CONSTRUCTION FOR THE CONSTRUCTION OF THE ROSS ROAD/KENN ROAD IMPROVEMENT PROJECT.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Adleta Construction for the construction of the Ross Road/Kenn Road Improvement Project in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

**City of Fairfield
 Bid Tabulation for "Biosolids Disposal Project"
 Bid Opening: April 28, 2014, City of Fairfield Council Chambers**

Burch Hydro Inc.
 17860 Ankneytown Road
 Fredericktown, OH 43019-0230
 740-694-9146

Quasar Energy Group
 5755 Granger Road, Suite 320
 Independence, OH 44131
 216-986-9999

Synagro Central, LLC
 435 Williams Court, Suite 100
 Baltimore, MD 21220
 443-489-9000

Cake (cost per wet ton)	Year 1			Year 2			Year 3		
1 Year Contract		\$17.80							
2 Year Contract		\$17.80	\$18.16						
3 Year Contract		\$17.80	\$18.16	\$18.52					

Year 1	Year 2	Year 3	Year 1			Year 2			Year 3		
\$17.40											
\$17.40	\$17.80										
\$17.40	\$17.80	\$18.20									

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SYNAGRO CENTRAL, LLC FOR DISPOSAL OF BIOSOLID MATERIALS FROM THE WASTEWATER 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 contract with Synagro Central, LLC for disposal of biosolid materials from the Wastewater Treatment Plant 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 COMMUNICATIONS

ITEM:

DATE: 5/12/14

It is necessary that City Council authorize the legislation and appropriation for the purchase of one (1) Toro Groundsmaster 5910 mower, for use within the Park Maintenance Division from Century Equipment, Incorporated.

FINANCIAL IMPACT:

An appropriation of \$88,100.00 is necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize the City Manager to enter into an agreement with Century Equipment, Incorporated for the purchase of one (1) Toro Groundsmaster 5910 Mower. This unit is being purchased from Century Equipment, Incorporated, through the State of Ohio Purchasing Contract #800261-STS515.

BACKGROUND:

The Fairfield Parks and Recreation Department identified in its 2014-2018 Capital Improvement Program the purchase and/or replacement of turf maintenance equipment for use within the Park Maintenance and/or Golf Maintenance Division (PRK-14-005). The mower being purchased will replace a 2001 Jacobsen 16' rotary unit and will be used as a primary mowing unit within the park maintenance division. The 2001 unit has become unreliable and a maintenance burden. The mower is also suitable for use within the golf maintenance division. The specifications and quote for this piece of turf maintenance equipment are attached.

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into an agreement with Century Equipment, Incorporated for the purchase of one (1) Toro Groundsmaster 5910 Mower.

LEGISLATIVE ACTION:

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

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

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

Project Number: PRK-14-005
Dept: PARKS

Bid Date: 04/01/2014
Priority: Minor
Need: Maintain Current Service Level

Replacement of Park Equipment

Periodic replacement of carts, mowers and other related equipment for the Park Maintenance Division.

2014 - Replacement of 15' Rotary Mower

2015-2018 - Routine replacement of carts, mowers, and/or related equipment



2014	2015	2016	2017	2018
\$90,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00

City Funding Source:

Capital Improvement Fund

Amount:
 \$250,000.00

Planning / Engineering / Legal: \$0.00
Acquisition of Property / ROW: \$0.00
Construction: \$0.00
Equipment / Vehicle: \$250,000.00

Impact On Operating Personnel Costs: \$0.00
Other Costs: \$0.00
Total Operating Costs: \$0.00

City's Cost: \$250,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$250,000.00

CENTURY *Equipment*

QUOTATION

Date 04/17/14

For: CITY OF FAIRFIELD
 DIVISION OF PARKS AND RECREATION

 FAIRFIELD OHIO

From: Cincinnati Office located at:
 8650 Berk Road
 Hamilton, OH 45015
 800-346-0066

Attn: GREG MORROW, SUPERINTENDENT OF PARKS

SalesRep: Scott Papania

Qty	Model#	Description	Sell Price	Extension
	GM5900	<i>(OH State Contract# 800261-STS515)</i>		
1	31599	Groundsmaster 5910 (Cummins® Turbo-charged 99 hp Diesel Engine)	87,813.00	87,813.00
		Sub-Total:		87,813.00
	Other Items			
10	Foam Tires	Foam Filled Tires for deck	20.00	200.00
		Sub-Total:		200.00
		2001 Jacobsen 9016		
			Merchandise Total	88,013.00
			Trade-In Credit	(2,500.00)
			Destination Charge	0.00
			0.00% * Sales Tax	0.00
Terms: Net 15 Days (Upon Credit Approval)			85,513.00	

This Quote Is Good for 30 Days
 NOTE: Pricing as per current Ohio State Contract.

* Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery

Accepted By: _____ Date: _____

Conditional Sale Financing Base = \$85,513.00		Rate Factor	Payment
___ 2 Years	Toro/TCF \$1.Buy-out Municipal Financing, annual pay	0.524429	\$44,845.50
___ 3 Years	Toro/TCF \$1.Buy-out Municipal Financing, annual pay	0.356116	\$30,452.55
___ 4 Years	Toro/TCF \$1.Buy-out Municipal Financing, annual pay	0.272962	\$23,341.80
___ 5 Years	Toro/TCF \$1.Buy-out Municipal Financing, annual pay	0.223807	\$19,138.41



Name: Golf Course Professionals | Models: Rough | Groundsmaster® 5900 / 5910 | Groundsmaster® 5910 (31599)

Select your printing preference:

- Overview
- Features
- Technical Specs
- Attachments
- Manuals
- PRINT

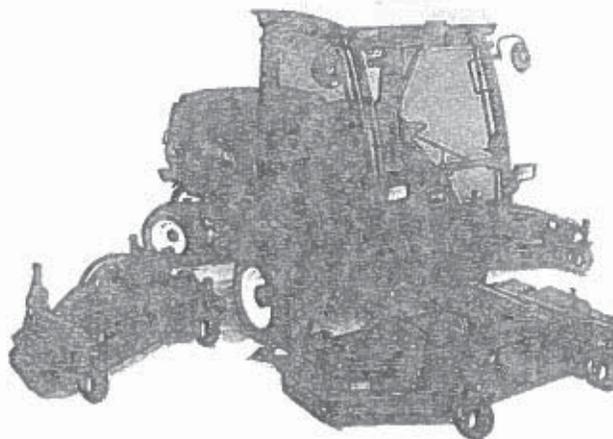
Groundsmaster® 5910 (31599)

Full 16-ft (4.9 m) Cutting Width

Cummins® Turbo-Charged Diesel Engine, 99 hp (73.8 kw)

InfoCenter™ Onboard Diagnostics

SmartCool™ System With Auto-Reversing Cooling Fan



Microsite

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTURY EQUIPMENT, INC. FOR THE PURCHASE OF ONE (1) TORO GROUNDSMASTER 5910 MOWER.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Century Equipment, Inc. for the purchase of one (1) Toro Groundsmaster 5910 Mower in accordance with the State of Ohio bid on file in the office of the City Manager.

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

Passed _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

Item No. 11(A)(1)

May 27, 2014

Item

Appointment of Carolyn Wright, of Cincinnati Insurance Companies, as Fairfield's representative on the Butler County Board of Health.

Financial Impact

None

Synopsis/Background

In 1971, the City of Fairfield entered into a contract with Butler County, Ohio to join the Butler County Combined General Health District which is administered by the Butler County Board of Health to provide health services for the citizens of Fairfield. Pursuant to the contract approved by City Council in Resolution No. 7-71 on January 25, 1971, one member of the Board is appointed to represent the City of Fairfield for a three year term of office.

Recommendation

It is recommended that Council, via simple motion, formally appoint Carolyn Wright for a new term of office beginning May 27, 2014 and expiring on May 31, 2017.

LEGISLATIVE ACTION:

SIMPLE MOTION

Prepared by: Alisha Wilson

Approved for Content by: Alisha Wilson

Financial Review (where applicable) by: _____

Legal Review (where applicable) by: [Signature]

Accepted by Council Agenda: Alisha Wilson

May 27

(1/1/1)

Alisha Wilson

From: Pat Burg <BurgP@butlercountyohio.org>
Sent: Tuesday, May 13, 2014 3:38 PM
To: Alisha Wilson
Subject: Board of Health

Eff. May 27, 2014
 End May 31, 2014

Alicia,

Here is the information for the prospective Board of Health member from Fairfield City.

Thank you for working with us on this and if you need any further information, please give us a call.

Carolyn Wright, CBCP
 ISO - Business Continuity
 Cincinnati Insurance Companies
 6200 South Gilmore Rd.
 Fairfield, Ohio 45014-5141
 (513) 870-2300 ext. 6057
Carolyn.Wright@CINFIN.COM

Pat

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 27, 2014

Liquor permit application in the name of Christopher M. Griffith dba Darkroom Café, 1195 Hicks boulevard, Fairfield, OH 45014 (Permit Classes: D5).

FINANCIAL IMPACT:

No financial impact.

SYNOPSIS/BACKGROUND:

The City of Fairfield is in receipt of an application from the Ohio Department of Liquor Control for a D5 permit for the above establishment.

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

RECOMMENDATION:

It is recommended that City Council request, via simple motion, that *a hearing be held* on the advisability of issuing the liquor permit application in the name of Christopher M. Griffith dba Darkroom Cafe for the reasons stated by the Police Department.

LEGISLATIVE ACTION REQUIRED: Simple Motion of Council

Prepared by: Heather Wilson

Approved for Content by: Heather Wilson

Financial Review (where applicable) by: _____

Legal Review (where applicable) by: Christy Hillier

Accepted for Council Agenda: Heather Wilson

DEPARTMENTAL
CORRESPONDENCE

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 05/13/2014

Attached is a liquor permit application in the name of Christopher M. Griffith dba Darkroom Café, 1195 Hicks Boulevard, Fairfield, OH 45014 (Permit Classes: D5)

Please complete the necessary background check and submit your findings to me no later than 3:00 PM on Monday, May 19, 2014.

This item will be added to Council's Regular Meeting agenda of Tuesday, May 27, 2014.

Thank you for your assistance.

c: Arthur E. Pizzano, City Manager
Peggy Flaig, Development Services
File

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

1461641		NEW	CHRISTOPHER M GRIFFITH	
PERMIT NUMBER		TYPE	DBA DARKROOM CAFE	
ISSUE DATE		1195 HICKS BLVD		
05 06 2014		FAIRFIELD OH 45014		
FILING DATE				
D5				
PERMIT CLASSES				
09	011	A	A43433	
TAX DISTRICT			RECEIPT NO.	

FROM 05/08/2014

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



MAILED 05/08/2014

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/09/2014

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 1461641

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

NAME OF ESTABLISHMENT Swright Productions LLC
ADDRESS DBA Blue Note Lighthouse Cafe
6121 Dixie Hwy Unit B
Fairfield, OH 45014

YES NO

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

REMARKS:



Michael J. Dickey
Chief of Police

HEARING REQUESTED: Yes No

Date: May 15, 2014

To: City Council & Mayor Miller

From: Timothy Bachman, Development Services Director *T.G.B.*

RE: Liquor Permit Dark Room Café

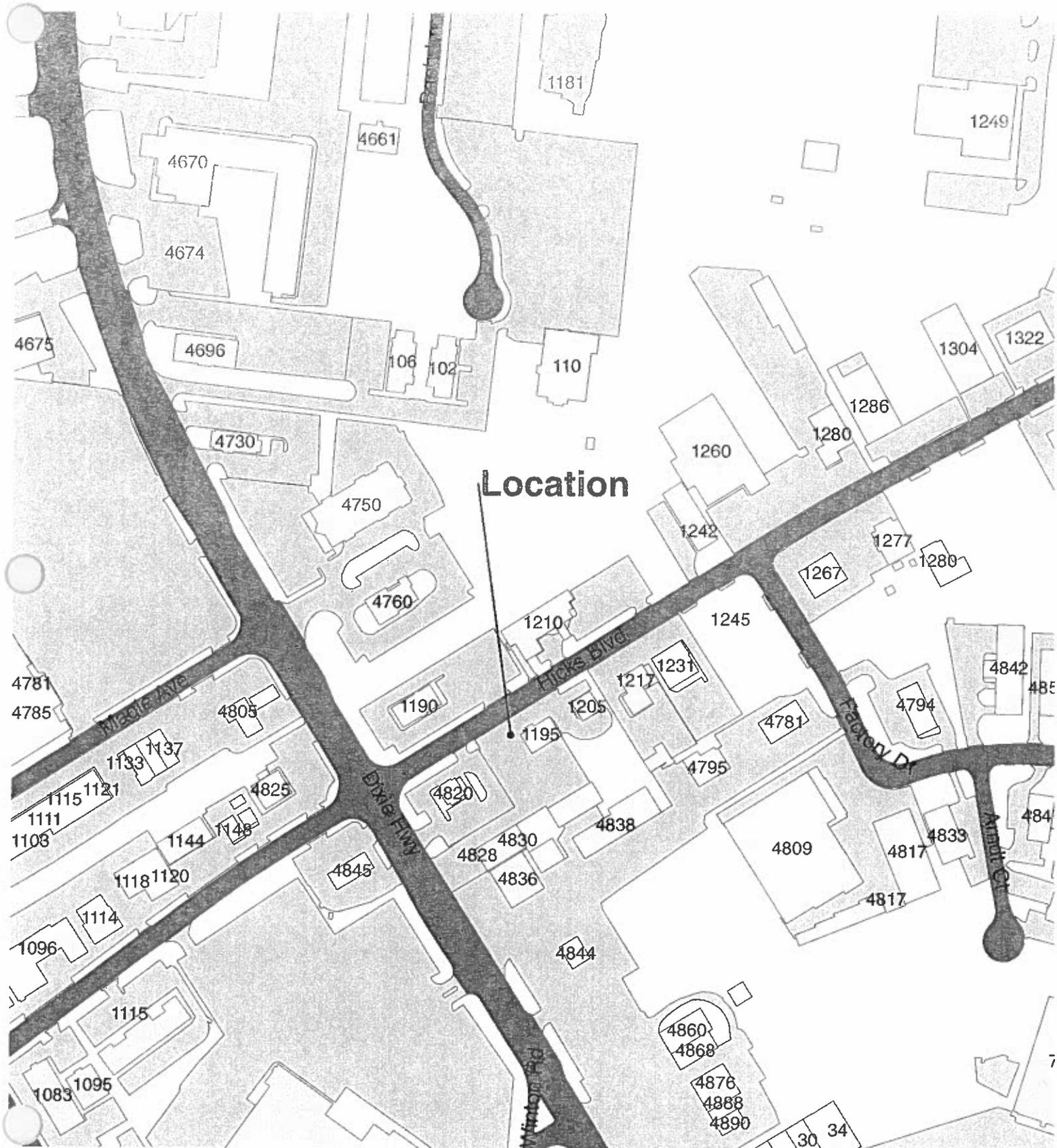
Date: May 19, 2014

The D-5 liquor permit application mailed by Ohio Division of Liquor control on May 8, 2014 represents a new bar location at 1195 Hicks Blvd which most recently was the Dark Room photographic laboratory/production space.

Since this a new on premises consumption facility, a conditional use must be approved by the Planning Commission and appropriate back ground check completed. No conditional use permit has been applied for, let alone granted. The police department actually discussed the use with the building owner who was not aware of the individual named on the liquor permit application. Given these issues, there are concerns regarding the use and operators of the proposed facility.

Due to the 30 day window (expiration June 9, 2014) imposed by the Ohio Division of Liquor control, It is recommended City Council ask for a hearing on this matter.

Liquor Permit Application - Dark Room Cafe



CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 27, 2014

Liquor permit application in the name of Swright Productions LLC DBA Blue Note Lighthouse Café (Permit Classes: D1, D2, D3, D3A and D6)

FINANCIAL IMPACT:

No financial impact.

SYNOPSIS:

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a D1, D2, D3, D3A and D6 permit for the above liquor permit applicant.

BACKGROUND:

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

RECOMMENDATION:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Swright Productions LLC DBA Blue Note Lighthouse Café (Permit Classes D1, D2, D3, D3A and D6).

LEGISLATIVE ACTION REQUIRED: Simple Motion of Council

Prepared by: Alishe Wilson

Approved for Content by: Alishe Wilson

Financial Review (where applicable) by: Jana Williams

Legal Review (where applicable) by: John W. Williams

Accepted by Council Agenda: Alishe Wilson

**DEPARTMENTAL
CORRESPONDENCE**

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council *aw*

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

DATE **5/9/2014**

Attached is a liquor permit application in the name of Swright Productions LLC DBA Blue Note Lighthouse Cafe (Permit Classes: D1, D2, D3, D3A and D6).

Please complete the necessary background check and submit your findings to me **no later than 3:00 PM on Monday, May 19, 2014.**

This item will be added to Council's Regular Meeting agenda of Tuesday, May 27, 2014.

Thank you for your assistance.

c: Arthur E. Pizzano, City Manager
Peggy Flaig, Development Services
File

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

8747728		TRFO		SWRIGHT PRODUCTIONS LLC	
06 01 2013		05 06 2014		DBA BLUE NOTE LIGHTHOUSE CAFE	
D1 D2 D3 D3A D6		09 011		6121 DIXIE HWY UNIT B	
09 011		A		FAIRFIELD OHIO 45014	
09 011		A		F11968	

FROM 05/08/2014

0084289				AJS FAIRFIELD INC	
06 01 2013		05 06 2014		DBA MAURYS LIGHTHOUSE CAFE	
D1 D2 D3 D3A D6		09 011		6121 DIXIE HWY UNIT B	
09 011		A		FAIRFIELD OHIO 45014	
09 011		A		F11968	



MAILED 05/08/2014

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/09/2014

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 8747728**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

8747728 PERMIT NBR
SWRIGHT PRODUCTIONS LLC
A BLUE NOTE LIGHTHOUSE CAFE
6121 DIXIE HWY UNIT B
FAIRFIELD OHIO 45014

SHARON WRIGHT 05/06/2014 ACTIVE CEO MNMB5%V5%M

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

**DEPARTMENTAL
CORRESPONDENCE**

City
of
Fairfield



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

SUBJECT Liquor Permit Application

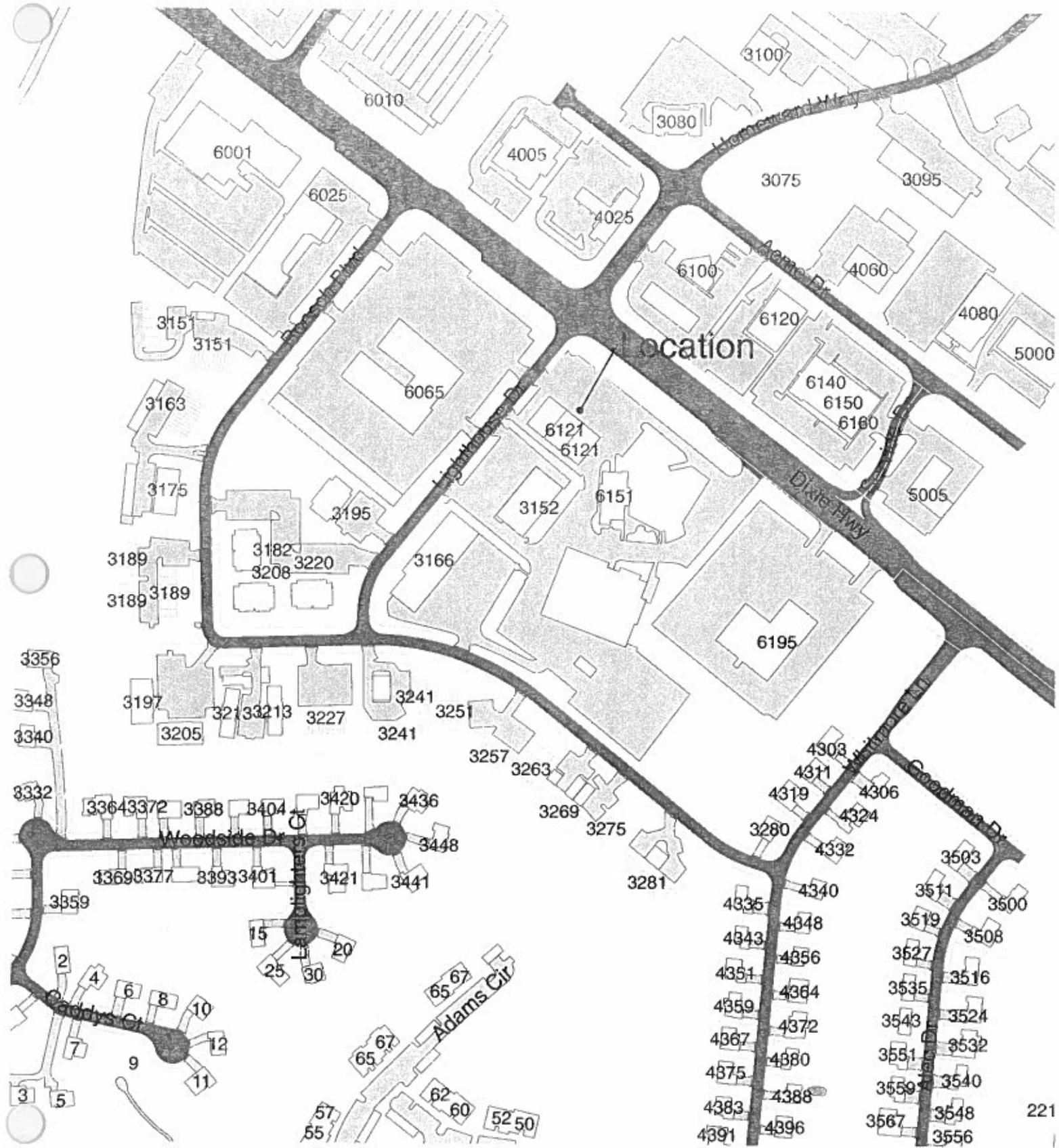
DATE 05/13/14

The business located at 6121 Dixie Highway, Unit B, in the name of Swright Productions LLC, doing business as Blue Note Lighthouse Cafe, is in a C-3A, General Business District Modified and is a permitted use.


Timothy Bachman
Development Services Director

plf

Liquor Permit - Blue Note Lighthouse Cafe - 6121 B Dixie Hwy.



May 27, 2014

City of Fairfield, Ohio
City Council Communication

Item:

Resolution authorizing the transfer of three (3) Styker Model 6252 Stair Chairs to the Fairfield City Schools.

Financial Impact:

The value of the items being transferred is approximately \$4,000.

Synopsis:

Several months ago we received a call from Laurie C. Burnham who is a physical therapist with the Fairfield City Schools. We discussed the various challenges faced by her staff should the need to evacuate students with special mobility issues arise during an emergency incident. Our personnel worked with various pieces of equipment to determine what would be the best "fit" for their application.

It was determined the use of a stair chair was the easiest, safest, and fastest means available to extricate students from the building. With the purchase of the new powered stair chairs we feel the most appropriate use of the surplus equipment would be to transfer the equipment to the Fairfield City Schools for their use.

The Fire Department will be maintaining one (1) as a spare should service be required on one of the newly acquired powered stair chairs.

Recommendations:

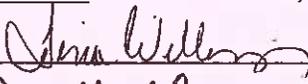
It is recommended that City Council adopt a resolution approving the transfer of this equipment to the Fairfield City Schools.

Legislative Actions: Suspension of Rules and Adoption Requested? Yes X No

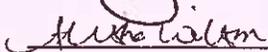
Emergency Provision Needed? Yes X No

Prepared by:  Donald G. Bennett, Fire Chief

Approved for Content by:  Donald G. Bennett, Fire Chief

Financial Review (where applicable) by: 

Legal Review (where applicable) by: 

Accepted for Council Agenda: 

RESOLUTION NO. _____

RESOLUTION TO DECLARE THREE (3) STYKER MODEL 6252 STAIR CHAIRS AS SURPLUS AND AUTHORIZE THEIR TRANSFER TO THE FAIRFIELD CITY SCHOOL DISTRICT AND DECLARING AN EMERGENCY.

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

Section 1. Three (3) Styker Model 6252 Stair Chairs are hereby declared surplus and not needed for municipal purposes and the City Manager or designee is hereby authorized to transfer them to the Fairfield City School District.

Section 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the Fairfield City School District has immediate need for the equipment; wherefore, this Resolution shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

11(c)(1)a

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

Project(s): Cleaning Water Wells #6 & #7

Project Estimate: no amount

Date: May 5, 2014 (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Addendum (s)	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
National Water Services, LLC. 524 North East Third Street P.O. Box 230 Paoli, IN 47454 812-723-2108	\$29,700.00	n/a	Yes (bond)	Yes	Yes
Moody's of Dayton, Inc. 4359 Infirmary Road Miamisburg, OH 45342-1231 937-859-4482	\$38,700.00	n/a	Yes (bond)	Yes	No
Jamison Well Drilling, Inc. 258 Central Avenue Mansfield, OH 44905 419-524-8560	\$66,993.60	n/a	Yes (bond)	Yes	Yes
Layne Christenen Company 6451 Germantown Road Middletown, OH 45042 513-424-7287	\$38,500.00	n/a	Yes (bond)	Yes	Yes

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

CITY OF FAIRFIELD, OHIO
SECTION N BID FORM
WATER WELLS #6 AND #7

REF NO.	ITEM NO.	ITEM	QTY	EST. UNIT	UNIT PRICE	TOTAL PRICE
1		Mobilization/Demobilization - Pump Test	1	L.S.	1500 00	1500 00
2		Removal/Reinstallation of Motor Assembly	2	Each	500 00	500 00
3		Removal/Reinstallation of Pump & Pump Assembly	2	Each	1500 00	3000 00
4		Closed Circuit Underwater Television Inspection before and after cleaning.	2	Each	500 00	1000 00
5		Repair and/or Replace the Following:				
5-A		A. Repair Pump Assembly	TBD	Per Unit		TBD
5-B		B. Replace Pump Assembly	TBD	Per Unit		TBD
5-C		C. Column and Couplings	TBD	Per Unit		TBD
5-D		D. Shaft and Shaft Spiders	TBD	Per Unit		TBD
6		Testing of Well Flow and Drawdown before and after cleaning	2	Each	500 00	1000 00
7		Technical Report Furnished After Well Rehabilitation	2	Each	100 00	200 00
8		Clean Well and Screen (Includes All Chemicals Needed)	2	Each	11,000 00	22,000 00

TBD -- To be determined based on field inspection and inspection after removal.

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE/CHANGE THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID	\$29,700.00
CONSIDERATION FOR MATERIAL	3,000.00
CONSIDERATION FOR LABOR	\$26,700.00
TOTAL LABOR AND MATERIAL	\$29,700.00
TOTAL AMOUNT WRITTEN IN WORDS	Twenty Nine Thousand Seven Hundred Dollars

CITY OF FAIRFIELD, OHIO
SECTION N BID FORM
WATER WELLS #6 AND #7

REF NO.	ITEM NO.	ITEM	QTY	EST. UNIT	UNIT PRICE		TOTAL PRICE	
1		Mobilization/Demobilization - Pump Test	1	L.S.	2,000	00	2,000	00
2		Removal/Reinstallation of Motor Assembly	2	Each	800	00	1,600	00
3		Removal/Reinstallation of Pump & Pump Assembly	2	Each	4,100	00	8,200	00
4		Closed Circuit Underwater Television Inspection before and after cleaning.	2	Each	1,500	00	3,000	00
5		Repair and/or Replace the Following:						
5-A		A. Repair Pump Assembly	TBD	Per Unit	3,060	00	TBD	
5-B		B. Replace Pump Assembly *	TBD	Per Unit	4,600	00	TBD	
5-C		C. Column and Couplings	TBD	Per Unit	710	00	TBD	
5-D		D. Shaft and Shaft Spiders	TBD	Per Unit	460	00	TBD	
6		Testing of Well Flow and Drawdown before and after cleaning	2	Each	1,000	00	2,000	00
7		Technical Report Furnished After Well Rehabilitation	2	Each	100	00	200	00
8		Clean Well and Screen (Includes All Chemicals Needed) **	2	Each	10,750	00	21,500	00

TBD - To be determined based on field inspection and inspection after removal.

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE/CHANGE THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID	\$ 38,500.00
CONSIDERATION FOR MATERIAL	8,890.00
CONSIDERATION FOR LABOR	29,610.00
TOTAL LABOR AND MATERIAL	\$ 38,500.00

TOTAL AMOUNT WRITTEN IN WORDS Thirty eight thousand five hundred dollars &

00/100

* Goulds FDLC 3-stage

** See attached protocol

CITY OF FAIRFIELD, OHIO
SECTION N BID FORM
WATER WELLS #6 AND #7

REF NO.	ITEM NO.	ITEM	QTY	EST. UNIT	UNIT PRICE	TOTAL PRICE
1		Mobilization/Demobilization - Pump Test	1	LS.	7313 60	7313 60
2		Removal/Reinstallation of Motor Assembly	2	Each	1800 00	3600 00
3		Removal/Reinstallation of Pump & Pump Assembly	2	Each	8630 00	17260 00
4		Closed Circuit Underwater Television Inspection before and after cleaning.	2	Each	1900 00	3800 00
5		Repair and/or Replace the Following:				
5-A		A. Repair Pump Assembly	TBD	Per Unit	4050 00	TBD
5-B		B. Replace Pump Assembly	TBD	Per Unit	7910 00	TBD
5-C		C. Column and Couplings	TBD	Per Unit	7835 20	TBD
5-D		D. Shaft and Shaft Spiders	TBD	Per Unit	595 00	TBD
6		Testing of Well Flow and Drawdown before and after cleaning	2	Each	2520 00	5040 00
7		Technical Report Furnished After Well Rehabilitation	2	Each	200 00	400 00
8		Clean Well and Screen (Includes All Chemicals Needed)	2	Each	14790 00	29580 00

TBD - To be determined based on field inspection and inspection after removal.

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE/CHANGE THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID \$ 66,993.60

CONSIDERATION FOR MATERIAL \$ 24,000.00

CONSIDERATION FOR LABOR \$ 42,993.60

TOTAL LABOR AND MATERIAL \$ 66,993.60

TOTAL AMOUNT WRITTEN IN WORDS Sixty six thousand nine hundred ninety three Dollars and 60/100

CITY OF FAIRFIELD, OHIO
SECTION N BID FORM
WATER WELLS #6 AND #7

Moody's of
Dayton

REF NO.	ITEM NO.	ITEM	QTY	EST. UNIT	UNIT PRICE	TOTAL PRICE
1		Mobilization/Demobilization - Pump Test	1	L.S.	500 00	500 00
2		Removal/Reinstallation of Motor Assembly	2	Each	500 00	1000 00
3		Removal/Reinstallation of Pump & Pump Assembly	2	Each	3000 00	6000 00
4		Closed Circuit Underwater Television Inspection before and after cleaning.	2	Each	1000 00	2000 00
5		Repair and/or Replace the Following:				
5-A		A. Repair Pump Assembly	TBD	Per Unit		TBD
5-B		B. Replace Pump Assembly	TBD	Per Unit		TBD
5-C		C. Column and Couplings	TBD	Per Unit		TBD
5-D		D. Shaft and Shaft Spiders	TBD	Per Unit		TBD
6		Testing of Well Flow and Drawdown before and after cleaning	2	Each	500 00	1000 00
7		Technical Report Furnished After Well Rehabilitation	2	Each	100 00	200 00
8		Clean Well and Screen (Includes All Chemicals Needed)	2	Each	14,000 00	28,000 00

TBD - To be determined based on field inspection and inspection after removal.

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE/CHANGE THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID

Thirty Eight Thousand Seven Hundred dollars

CONSIDERATION FOR MATERIAL

8,700.00

CONSIDERATION FOR LABOR

\$30,000.00

TOTAL LABOR AND MATERIAL

TOTAL AMOUNT WRITTEN IN WORDS

Thirty Eight Thousand Seven Hundred Dollars

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NATIONAL WATER SERVICES, LLC FOR CLEANING AND REHABILITATING RAW WATER PRODUCTION WELL NUMBERS 6 AND 7 IN THE WATER DIVISION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with National Water Services, LLC for cleaning and rehabilitating raw water production well numbers 6 and 7 in the water division in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the work can be performed ahead of the high water demand period which occurs from July through September; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2014\National Water Services LLC - Ord

Active Clients\City of Fairfield\Ordinances\2012\

ITEM NO. _____

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATIONS

ITEM:

DATE: 05/27/14

It is necessary that City Council authorize the legislation and the appropriation for the purchase of an entry feature at the Community Arts Center.

FINANCIAL IMPACT:

An appropriation of \$67,500.00 from the Downtown Development Fund is necessary and was included in the 2014-2018 Capital Improvement Program.

SYNOPSIS:

It is necessary for City Council to authorize the City Manager to enter into an agreement with J. K. Designs, Inc., DBA National Sculptors' Guild, for the purchase of an entry feature at the Community Arts Center.

BACKGROUND:

In 2001, the City, through its Capital Improvement Program, began a series of improvements within the Village Green/Town Center area, which included the placement of bronze sculptures throughout the Village Green/Town Center area. The site placements that were identified for the sculptures were the Village Green Park, the Gateway Park, the Village Green Plaza, the Veterans Memorial Park, the Village Green Library and the entrances to the Fairfield Community Arts Center. The final bronze sculpture in the program was included in the 2014-2018 Capital Improvement Program (PRK-14-004) and will be located at the southern entrance to the Community Arts Center. The bronze will complement the piece located at the northern entrance and will reflect the artistic/musical component of the venue. The photograph of the bronze sculpture chosen for placement at the southern entrance of the Community Arts Center is attached. The piece chosen was *Jazz* by Gary Alsum. Mr. Alsum is a nationally recognized artist from Loveland, CO. The cost of the sculpture is guaranteed until June 30, 2014; after which a pricing increase of \$15,000.00 will occur due to rising foundry and bronze costs.

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into an agreement with J.K. Designs, Inc., DBA National Sculptors' Guild for the purchase of an entry feature for the Community Arts Center in accordance with proposal on file in the office of the City Manager. Due to a pricing increase effective July 1, 2014, the suspension of rules/adoption/emergency provision is requested so that the sculpture may be reserved for the City.

LEGISLATIVE ACTION:

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

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

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

Fairfield Capital Improvement Program

PARKS

	2014	2015	2016	2017	2018	Amount	Other Source	Amount	Total
PRK-14-001									
Capital Improvement Fund									
Community Arts Center									
Minor									
(Improve Current Service Level)									
	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$150,000.00	-	-	\$150,000.00
PRK-14-002									
Tax Recreation Fund									
Playground Equipment									
Minor									
(Quality Of Life Development Driven)									
	\$20,000.00	\$20,000.00	-	\$80,000.00	-	\$120,000.00	-	-	\$120,000.00
PRK-14-003									
Capital Improvement Fund									
Overlay/Sealing Program									
Minor									
(Maintain Current Service Level)									
	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$175,000.00	-	-	\$175,000.00
PRK-14-004									
Downtown Development Fund									
Village Green Park/Town Center Campus									
Minor									
(Quality Of Life Development Driven)									
	\$85,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$145,000.00	-	-	\$145,000.00
PRK-14-005									
Capital Improvement Fund									
Replacement of Park Equipment									
Minor									
(Maintain Current Service Level)									
	\$90,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$250,000.00	-	-	\$250,000.00
PRK-14-006									
Capital Improvement Fund									
Replacement of Park Site Amenities									
Minor									
(Improve Efficiency Service Level)									
	\$50,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$140,000.00	-	-	\$140,000.00
PRK-14-007									
Capital Improvement Fund									
Master Plan									
Minor									
(Quality Of Life Development Driven)									
	\$30,000.00	-	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00	-	-	\$50,000.00

Project Number: PRK-14-004
Dept: PARKS

Bid Date: 04/01/2014
Priority: Minor
Need: Quality Of Life Development Driven

Village Green Park/Town Center Campus

Misc. upgrades / renovations to Village Green Park, Library and Town Center;

2014 - Miscellaneous repairs/renovations/upgrades within campus area and CAC Entry Feature

2015-2018 - Miscellaneous repairs/renovations/upgrades within campus area



2014	2015	2016	2017	2018
\$85,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

City Funding Source:

Downtown Development Fund

Amount:
\$145,000.00

Planning / Engineering / Legal: \$0.00
Acquisition of Property / ROW: \$0.00
Construction: \$75,000.00
Equipment / Vehicle: \$70,000.00

Impact On Operating Personnel Costs: \$0.00
Other Costs: \$0.00
Total Operating Costs: \$0.00

City's Cost: \$145,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$145,000.00

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contract executed by June 30, 2014

Gary Alsum - National Sculptors' Guild

Total due \$67,500, payable as follows:

- One-Half (50%) down (\$33,750) upon execution of the contract,
- \$12,375 upon the metal being poured at the foundry,
- \$12,375 upon the sculpture being completed at the foundry,
- \$6,500 upon installation, and
- \$2,500 shipping/freight.

Contract executed after June 30, 2014

Gary Alsum - National Sculptors' Guild

Total due \$82,500, payable as follows:

- One-Half (50%) down (\$41,250) upon execution of the contract,
- \$16,125 upon the metal being poured at the foundry,
- \$16,125 upon the sculpture being completed at the foundry,
- \$6,500 upon installation, and
- \$2,500 shipping/freight.

All payments shall be made within 30 days after receipt of a written statement. All checks shall be made payable to the National Sculptors' Guild. Payments received outside of the 30 day payment period shall bear interest at the rate of 1.5% (18% per annum) and the project completion time shall be extended by the number of days the payment is delinquent.





ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH J.K. DESIGNS, INC. DBA NATIONAL SCULPTER'S GUILD FOR AN ENTRY FEATURE AT THE COMMUNITY ARTS CENTER AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with J.K. Designs, Inc. DBA National Sculpter's Guild for an entry feature at the Community Arts Center in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that as of July 2, 2014 the price of the sculpture will increase; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/27/14

An appropriation in the amount of \$150,000 for purchase of one Slurry Lime Slaker with Rotary Feeder and Control Panel, demolition of old equipment, rigging and installation of equipment.

FINANCIAL IMPACT:

Funding for this project is included in the approved 2014-2018 Capital Improvements Program under project WAT-14-010.

SYNOPSIS:

This equipment is essential to the water softening and treatment process at the Fairfield Water Treatment Plant. The unit scheduled for replacement is one of two that serve the 24 hour operation. This equipment is scheduled for routine replacement as the existing unit is nearing the end of its useful life. The new system offers better operating efficiency from a treatment, maintenance and energy use standpoint. The base price of the unit is \$117,183. The balance of the appropriation will be used for rigging, electrical and fabrication work to be completed in large part in-house.

BACKGROUND:

The Lime Slaker converts Pebble Lime into a solution of Milk of Lime that is then mixed with the raw well water to raise the pH and precipitate out hardness and metals for removal as part of the normal treatment and softening process. This specialized equipment is not offered through the Ohio State Bid process. The equipment is offered through a recognized national co-operative purchasing program, Buyboard, which the City is a member and eligible to purchase through.

RECOMMENDATION:

It is recommended that City Council authorize the appropriation of \$150,000 from the Water Surplus Fund and purchase of the Slurry Lime Slaker from CHEMCO Systems, L.P. through the national co-operative purchasing program Buyboard under the City's 2014-2018 Capital Improvements Program for the Water Division. Rules suspension is requested to expedite the purchase of this necessary equipment.

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): Mary Hagan
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: [Signature]



CHEMCO Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063

• Tele.: (724) 258-7333 • Fax.: (724) 258-7350
• E-mail: sales@chemcosystems.net

May 15, 2014

Andy Eddy
City of Fairfield
Water Treatment Plant
5021 Groh Lane
Fairfield, OH 45014

RE: Lime Slaker Replacement
CHEMCO Proposal No. 40508

CHEMCO proposes to supply one slurry slaker with rotary feeder and control panel, which will consist of the items listed on the enclosed equipment description.

Base Price for Slurry Slaker \$117,183.00

Equipment Description and Terms and Conditions sheets are enclosed for your review and reference.

Please call if you have any questions or require any additional information.

Sincerely,

CHEMCO SYSTEMS, L.P.

Jeff Tennant

Jeffrey A. Tennant

cc: Dan Sullivan, Sullivan Environmental Technologies

TERMS & CONDITIONS	
DELIVERY:	Approximately 10 – 12 weeks after drawing approval.
F.O.B.:	Jobsite – freight prepaid and included.
TERMS:	30% with drawing submittal, 70% Net 30 days after shipment. 1-1/2% per month on unpaid balances.
TAXES:	This quotation does not include sales, use, or transportation taxes. The purchaser is responsible for all taxes.
VALIDITY:	This quotation is for prompt acceptance by the buyer. Prices are firm for thirty (30) days from the date of this quotation and are thereafter subject to change without notice.
NOTE:	Shipments delayed by the Purchaser for more than one year from purchase order date are subject to billing at the prevailing rate, unless specifically addressed elsewhere in this proposal.
	<p>Due to limited storage space CHEMCO is unable to store the equipment beyond the scheduled shipping date. CHEMCO will invoice for the equipment based on the original schedule even though the equipment is not shipped, as long as the equipment is ready for shipping. If the Customer's construction site is not prepared to receive the equipment on the schedule ship date, then the Customer must designate an alternate site. CHEMCO will then ship the equipment to the designated alternate site.</p> <ul style="list-style-type: none"> • If the Customer does not designate an alternate site at least one week prior to the scheduled ship date, then CHEMCO will choose a storage facility and inform the Customer of the selection and the associated costs. The Customer will be billed for the following charges: • Labor & materials for long-term horizontal storage, • Freight from CHEMCO to a Subcontractor's storage facility, • Subcontractor's storage fee, • Crane rental to load and unload the equipment, • CHEMCO shipper's labor to arrange for storage, • Labor to clean the equipment & to put it in "as new" condition when the Customer is ready for delivery.

TERMS & CONDITIONS	
	These charges will be billed to the Customer "at cost".
START-UP/SUPERVISION:	CHEMCO start-up will be limited to installation checkout and operator instruction. This service will be performed after the equipment is installed, utilities are connected and the chemicals are on hand. This service will be limited to a maximum of three (3) 8-hour days and one (1) trip included in the price. If requested, additional start-up service will be provided at the per diem rate of \$1,250 plus living and travel expense.
WARRANTY:	CHEMCO will warrant the system for twelve (12) months from initial operation, not to exceed eighteen (18) months from shipment. This will be limited to the supply of parts and materials only. Defective parts must be returned to CHEMCO for inspection and evaluation. Labor costs for parts replacement, if installed by CHEMCO personnel, will be billed at our prevailing per diem rate. Parts, which fail due to abnormal operating conditions, which were not known at the time of bid or system design, are not covered under this warranty.

SLURRY SLAKER EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
100	1	<p>CHEMCO rotary vane feeder</p> <ul style="list-style-type: none"> • 1,000 pounds per hour feed rate • Type 304 stainless steel fabricated housing • Carbon steel fabricated rotor with flexible blades • Outboard bearings • Vibrator • Bias plate • Sample chute • 1/4 HP 230/460 Volt, 3 phase, 60 Hertz, TENV, inverter duty motor • Variable speed VFD controller located in the slaker control panel • Factory installed and wired on the slaker
101	1	<p>CHEMCO Model DS1000 slurry retention type slaker</p> <ul style="list-style-type: none"> • 1,000 pounds per hour capacity • Type 304 stainless steel exterior construction • 1/4" carbon steel wear plates • Waterproof insulation • Integral heat exchanger with electric auxiliary heaters • RTD temperature sensor • Temperature indicator • 1-1/2 HP, 230/460 volt, 3 phase, 60 hertz mixer with T1 impeller • Mixer torque sensor • Slaker water inlet • Feeder inlet • Cooling water inlet • Drain • Dust and vapor remover • Overflow weir • Elevated screw type grit removal device <ul style="list-style-type: none"> • 1/3 HP, 230/460 volt, 3 phase, 60 hertz motor • Lime slurry inlet weir • Dilution water inlet • Grit removal screw • Grit wash water • Overflow weir • Field installation by the Purchaser.

SLURRY SLAKER EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
102	1	<p>Inlet water line assembly</p> <ul style="list-style-type: none"> • One manually operated isolation ball valve • One bronze pressure reducing valve with integral strainer • One pressure switch • One pressure gauge • Lot of Schedule 80 PVC pipe • Factory installed and piped on the rotameter panel
103	1	<p>Rotameter panel to measure and control the slaking, dilution, and torque/temperature water entering the slaker</p> <ul style="list-style-type: none"> • Five manually operated bronze ball valves • Two rotameters with polysulfone body and connectors, Viton O-ring seals, and 316 stainless steel internals • Three normally closed brass solenoid valves • One manually operated brass globe valve • Lot of Schedule 80 PVC pipe • Type 304 stainless steel back plate • Field installation by the Purchaser
104	1	<p>Slaker dust and vapor arrestor booster fan</p> <ul style="list-style-type: none"> • 1/3 HP, 230/460 volt, 3 phase, 60 hertz, TEFC motor • Field installation, piping, and wiring by the Purchaser
105	1	<p>Lime slaker control panel</p> <ul style="list-style-type: none"> • NEMA 4X Type 304 stainless steel enclosure • IEC motor starter/protector • Transformer • Main disconnect • Fuses • Allen-Bradley CompactLogix programmable logic controller • Operator interface terminal • Alarm siren • Push button • Terminal blocks • Field installation and wiring by the Purchaser

SLURRY SLAKER EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
SERVICES AND ITEMS NOT INCLUDED IN CHEMCO'S PROPOSAL:		
<ul style="list-style-type: none">• Unloading• Erection• Installation• Design or supply of anchor bolts• Design or supply of concrete foundations• Hook-up of utilities• Supply of interconnecting piping between components• Supply of interconnecting wiring between components• Supply or design of access/maintenance platforms• Supply of slaker elevation support platform, if required• Supply of chemicals• Supply of any other materials or services unless specifically mentioned above		


**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and

disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in United States District Court Eastern District of Virginia.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the Commonwealth of Virginia.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The National Purchasing Cooperative,
acting on behalf of all other Cooperative Members

By: _____
Deputy Executive Director

Date: _____

[Additional signature page follows.]

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Mailing Address

City

State Zip Code

Telephone

Fax

Email

[Last page. Nothing follows.]

NATIONAL PURCHASING COOPERATIVE BYLAWS

The National Purchasing Cooperative ("Cooperative") was established on May 26, 2010, by the entry of certain governmental entities into an Organizational Interlocal Agreement ("OIA"), pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009).

The Cooperative was formed for the benefit of its members, which are eligible governmental entities in the United States of America. The Cooperative exists and operates under the OIA, these bylaws, and interlocal or intergovernmental agreements authorized by the Cooperative for its members ("Cooperative Members").

1. PURPOSE

1.1 The general purposes of the Cooperative are to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a cooperative effort to (a) comply with the governmental procurement requirements applicable to the State of purchase; (b) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (c) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (d) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.

2. MEMBERSHIP

2.1 Membership in the Cooperative is open to any school district or other governmental entity, including a county, municipality, state agency or other entity which is authorized to be a party to an interlocal, intergovernmental, joint powers or similar agreement under applicable State laws and as may be determined by the Cooperative. Further, income to such entity must qualify for exemption under Section 115 of the Internal Revenue Code.

3. WITHDRAWAL FROM MEMBERSHIP

3.1 Any Cooperative Member may withdraw from the Cooperative in accordance with the terms of the membership agreement executed with the Cooperative. A Cooperative Member who withdraws from the Cooperative must still honor any and all pending contractual obligations with Cooperative vendors.

4. GOVERNANCE

4.1 The Cooperative shall be governed by a Board of Directors.

4.2 The Board shall govern and manage the Cooperative in accordance with the terms of the OIA, these bylaws, and agreements and policies adopted by the Board from time to time. The Board shall have the further functions, powers, and duties as provided by law.

4.3 All Cooperative Board members, though maintaining their official capacity as elected or appointed officials or employees of their respective governmental entities, shall act in the interest of all Cooperative Members with respect to Cooperative business.

5. BOARD QUALIFICATIONS

5.1 Each Board member must be either an elected or appointed official or employee of a Cooperative Member or of NSBA, TASB, RIASC and MABE, and no Cooperative Member shall hold more than one seat on the Board. Any Board member who vacates his/her position as elected or appointed official or employee of a Cooperative Member shall be deemed to have vacated the position on the Cooperative Board.

5.2 No Board member may serve more than three (3) full terms, including initial terms, on the Board.

6. COMPOSITION OF BOARD

6.1 First Cycle.

6.1.1 The initial Board shall be composed of eight (8) individuals: one director appointed by each of the four (4) undersigned Organizing Local Governments, as identified in the OIA; and one (1) director each appointed by the National School Boards Association (NSBA), the Texas Association of School Boards, the Rhode Island Association of School Committees (RIASC), and the Maryland Association of Boards of Education (MABE).

6.1.2 The initial Board shall serve in staggered initial terms, determined by lot or other means acceptable to the Board, as follows: two (2) director terms shall end on August 31, 2011; three (3) director terms shall end on August 31, 2012; and three (3) director terms shall end on August 31, 2013.

6.2 Second Cycle. After the expiration of each initial term, all staggered terms on the Board shall be for a period of three (3) years appointed as follows: four (4) directors appointed by the Board from four (4) participating Cooperative Members; and one (1) director each appointed by NSBA, TASB, RIASC, and MABE.

6.3 Third Cycle. Thereafter, the Board shall be composed and shall have such terms as set forth in the Cooperative's bylaws.

6.4 Appointments. In all appointments that are made to the Board, care shall be exercised to appoint only those individuals whose resident state school board association demonstrates support for this cooperative undertaking. Further, all appointments by the Board shall strive to achieve national diversity in order to broaden the reach of the Cooperative.

7. VACANCY

7.1 Any vacancy that occurs in the initial term of an initial Board member shall be filled by the entity authorized to make that appointment under the OIA. Thereafter, any vacancy on the Board, whether for a full or partial term, shall be filled by the entity authorized to make the appointment under these bylaws (i.e., this Board or the association described in Section 6). If a vacancy is not filled within 90 days of the date the seat becomes vacant, the Board shall fill the vacancy as provided in Section 6, above, regardless of the entity normally authorized to make such appointment. For all purposes, including the determination of a quorum, each vacancy on the Board shall reduce full membership of the Board by one (1) until such time as the vacancy is filled; however, in no event shall the Board's membership constitute fewer than three (3) individuals.

8. REMOVAL

8.1 Any Board member who is absent from three (3) consecutively scheduled meetings may be subject to removal by a majority of the remaining Board members. Additionally, if a Board member is unable or unwilling to serve, that Board seat may be declared vacant by a majority of the remaining Board members.

9. MEETINGS

9.1 The Chair shall call meetings of the Board as follows:

9.1.1 In the Spring of each year for the transaction of business required by these bylaws to take place at the annual meeting.

9.1.2 When any three Board members submit to the Chair a request in writing for a meeting. In such event, the Chair shall then call a meeting within 30 days of the latest of the three Board members' requests.

9.1.3 At such other times that the Chair deems necessary or appropriate.

9.2 Board members shall have a minimum of 15 days written notice of any meeting of the Board. Notice may be fewer than 15 days if a majority of the entire Board affirmatively waives such time period, in writing or by vote or other action. A Board member's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not properly called or convened.

9.3 A meeting of the Board may be conducted in person or by alternate means, such as teleconference, videoconference, the Internet, or any other means through which each meeting participant can communicate with all other meeting participants.

9.4 All meetings of the Board shall be conducted pursuant to the latest edition of Robert's Rules of Order.

10. QUORUM AND VOTING

10.1 A majority of the Board, including those participating pursuant to Section 9.3 above, shall constitute a quorum. When a quorum exists, concurrence of a majority of those present and voting at any Board meeting shall be necessary for any official action taken by the Board, unless otherwise provided by these bylaws.

10.2 On any occasion when a meeting is called and a quorum is not present, the Chair may conduct valid business by polling the Board members who are present and then polling the absent Board members by telephone or other electronic means. Similarly, on any occasion when the Chair deems that a meeting is not feasible, the Board members may be polled by telephone or other electronic means. In any poll taken by telephone or other electronic means, the Board members who are polled shall confirm their action in writing, and such writing (whether in a single document or several) shall be made part of the minutes. A majority of the entire Board must concur for any action taken by poll.

10.3 A Board Member, may participate in any Board meeting by proxy by submitting to the Board in writing a notice of Board member substitution before the start of the meeting at which the proxy is to take effect.

11. OFFICERS

11.1 At its annual meeting, the Board shall elect the following Officers from among its members for a one-year term: Chair, Vice Chair, and Secretary.

12. CHAIR

12.1 The Chair shall preside at all meetings of the Board, perform such other duties as provided in these bylaws, and have such other authority and powers as the Board may prescribe.

12.2 The Chair, on behalf of the Cooperative, shall have the authority to sign and execute all contracts and other instruments.

12.3 The Chair may delegate to a member of the Board any authority or power vested in the Chair by these Bylaws as necessary and appropriate to conduct the business of the Cooperative and as approved by the Board.

13. VICE CHAIR

13.1 In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so acting shall have all the duties of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be assigned by the Chair.

14. SECRETARY

14.1 The Secretary shall keep the minutes of all meetings of the Board and shall attend to the giving and serving of all notices.

14.2 The Secretary shall have charge of the Cooperative's books, records, and such other books and papers as the Board may direct and shall have the authority to sign and execute contracts and other instruments as delegated by the Board or Chair. The Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

14.3 In the absence of the Secretary, the Chair may appoint any person, other than the Chair, to act as Secretary during such absence. In any meeting of the Board at which both the Chair and Vice Chair are absent, the Secretary shall initially preside over such meeting for the sole purpose of having the Board members appoint a presiding officer for the duration of the meeting.

15. COMMITTEES

15.1 The Chair may appoint committees of the Board as the Chair deems necessary to properly perform or more effectively carry out the mission and purposes of the Cooperative.

15.2 Unless the Board has authorized otherwise, all committees shall cease to exist when the term of the Chair expires.

16. EXPENSE REIMBURSEMENT

16.1 Board members shall serve without compensation. In accordance with Board policy, the Cooperative may reimburse reasonable expenses incurred by Board members in attending to the business of the Cooperative, including certain expenses which may be characterized as "compensation" for federal tax purposes. However, under no circumstances may a Board member simultaneously serve as an employee, consultant, or independent contractor of the Cooperative.

17. POWERS AND DUTIES

17.1 The Board, in addition to other powers and duties conferred or authorized by law, shall have the following powers and duties:

- 17.1.1 To enter into contracts as the Board deems necessary or appropriate, and to fix the time, manner and payment there for;
- 17.1.2 To set a budget and provide for the proper financial accounting and reporting of the activities of the Cooperative;
- 17.1.3 To require an audit at such times the Board deems appropriate;
- 17.1.4 To carry out all of the duties necessary for the proper operation and administration of the Cooperative on behalf of Cooperative Members and, to that end, have all powers necessary for the effective administration of the affairs of the Cooperative, including the delegation of powers;
- 17.1.5 To arrange for the investment of assets according to an approved investment policy. The Board shall appoint, by resolution, one or more investment officers, who may or may not be a member of the Board, to be responsible for the investment of Cooperative assets;
- 17.1.6 To require, at the Board's discretion, the securing of a fidelity bond for those entities or persons charged with handling any of the monies or investments of the Cooperative;
- 17.1.7 To engage an administrator, attorney, accountant, or other professional or service provider that the Board deems necessary for the proper administration of the Cooperative;
- 17.1.8 To terminate the membership of any Cooperative Member in accordance with the Cooperative's bylaws, agreements or policies;
- 17.1.9 To authorize the commencement, defense, or other appearance of the Cooperative in any litigation, claim, or dispute related to Cooperative matters, and to engage counsel and appropriate experts in respect of such litigation.

18. PRINCIPAL OFFICE

18.1 The principal office of the Cooperative is located at 1680 Duke Street, Alexandria, Virginia 22314, which is also its mailing address. The Cooperative also may have such other offices and places of operation as the Board may designate.

19. FISCAL YEAR

19.1 The fiscal year for the Cooperative shall begin on the first (1st) day of September and end on the 31st day of August of the succeeding year. Except where otherwise indicated, any reference to "annual" or "annually" in these bylaws shall mean the fiscal year of the Cooperative.

20. BOOKS AND RECORDS

20.1 The Cooperative shall keep books and records of account, minutes of the proceedings of the Board, and shall keep at its principal office a record of the names and addresses of the Cooperative Members.

21. MISCELLANEOUS PROVISIONS

21.1 Any notice required or permitted by these bylaws to be given to a Board member, Cooperative Member, or other person, may be given in person or by U.S. mail, facsimile, e-mail or other mode of delivery typically used in commerce and accessible to the intended recipient. If mailed, a notice is deemed delivered when deposited in the U.S. mail addressed to the person at his or her address as it appears in the Cooperative's records, with postage prepaid. If given by facsimile, a notice is deemed delivered when printed confirmation of receipt is obtained from the transmitting mechanism. If given by e-mail, a notice is deemed delivered at the moment it is sent. A person or entity may give notice of a change in address in writing to the Secretary.

21.2 If the conclusion of any time period provided for herein falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

21.3 These bylaws shall be construed under the laws of the State of Rhode Island. All references in these laws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

21.4 To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unregistered entities, such as the Cooperative.

21.5 If any bylaws provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

22. IMMUNITY

22.1 To the greatest extent authorized by law, no provision of these bylaws or any agreement or policy approved by the Board, shall be construed to waive the governmental immunity afforded to the Cooperative and any Cooperative Member under law. The Cooperative, its Board, agents and representatives, and Cooperative Members retain all governmental and official immunities conferred by law.

23. LIABILITY AND INDEMNIFICATION

23.1 The Cooperative is not formed as a trust; therefore, the members of the Board shall not be deemed to have the duties or liabilities of directors under the laws of any State regulating trusts.

23.2 The Cooperative will not hold members of the Board, its officers and agents or representatives liable for acts taken in good faith and reasonably within the Cooperative's best interest.

23.3 The Cooperative shall indemnify, defend, and hold harmless (with or without insurance) all Board members and officers, to the fullest extent permitted by law, in any claim, litigation, or other proceeding and cover all reasonable expenses, including, but not limited to, attorney's fees, costs, judgments, settlement payments and penalties. The Board may have the Cooperative indemnify, defend, and hold harmless its administrator, sponsor or any endorser, agent or representative it deems appropriate, to the extent permitted by law.

24. TERMINATION AND DISSOLUTION

24.1 Termination of the Cooperative shall only occur by action of a two-thirds majority of the entire Board. Notwithstanding anything contained herein to the contrary, upon dissolution of the Cooperative, assets will be first used to pay all debts and obligations of the Cooperative and any remaining funds shall be distributed to the Cooperative Members under a formula of distribution which shall be determined by the Board at the time of dissolution. The precise formula of distribution shall set forth the amount of distribution and the Cooperative Members eligible for such distribution.

25. AMENDMENTS TO BYLAWS

25.1 These bylaws may be amended by the affirmative vote of a majority of the entire Board. The Board must not take final action to adopt any amendment until at least 90 days have elapsed from the date the Board initially received notice of the material terms of such proposed amendment. The Board may waive this 90-day waiting period by unanimous consent.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CHEMCO SYSTEMS, L.P. TO PURCHASE ONE (1) SLURRY LIME SLAKER WITH ROTARY FEEDER AND CONTROL PANEL.

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 CHEMCO Systems, L.P. to purchase one (1) Slurry Lime Slaker with Rotary Feeder and Control Panel in accordance with the Buyboard National Cooperative Purchasing 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 NO. 11(6)(1)

May 27, 2014

ITEM

It is necessary for the City Council to authorize issuance of \$1.65 million in various purpose long-term General Obligation Bond Anticipation Notes. This note was originally issued in 2012 and combined Bond Anticipation Notes (BANs) of \$750,000 for Road Improvements, originally issued in 2011 and \$900,000 for Wastewater Improvements, originally issued in 2002.

FINANCIAL IMPACT

By reissuing this Bond Anticipation Note, the City will take advantage of the City's bond rating of Aa1 to obtain a better interest rate for the combined issue of \$1.65 million.

SYNOPSIS

The Road Improvement BAN issued in 2011 and the Wastewater Improvement BAN issued in 2002 were combined under one BAN in 2012 allowing the City to take advantage of low interest rates as well as reducing the issuance cost.

BACKGROUND

The 2002 Wastewater Improvement BAN has been renewed since 2003 and will be down to \$900,000. In 2012, the City issued a BAN for \$1.75 million for Road Improvements for the Winton Road/Exit 39 Interchange and will be down to \$750,000. The City total principal payment is \$700,000 on the two issues to bring the new BAN down to \$1.65 million. The City's intent is to issue this BAN for a term of one year, which is the maximum allowed for short-term debt.

STAFF RECOMMENDATION

It is recommended that Council authorize and direct the preparation of legislation to issue \$1.65 million in Various Purpose Long-term General Obligation Bond Anticipation Notes. It is estimated that rate of interest will be in the range of 1 to 2%. To accommodate the pricing of the BAN on July 8th, a suspension of the second and third readings is requested. The settlement of the new BAN will be July 22, 2014.

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?
Emergency Provision Needed?

Yes
No

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

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$1,650,000 OF RENEWAL NOTES BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO RENEW BOND ANTICIPATION NOTES.

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years and certified the maximum maturity of the bonds as thirty-three (33) years, and of the notes to be issued in anticipation thereof as seventeen (17) years;

WHEREAS, the Council of the City of Fairfield, County of Butler, Ohio (the "Council") has previously adopted two separate ordinances which authorized the issuance of Notes in an aggregate principal amount of not to exceed \$1,650,000 for the purposes of (i) refinancing the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system; and

WHEREAS, the notes previously issued in the principal amount of \$2,350,000 are about to mature and should be renewed in the reduced principal amount of \$1,650,000; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (herein the "City"), County of Butler, Ohio:

SECTION 1. That it is necessary to issue bonds of the City of Fairfield, Ohio, in the principal sum of not to exceed \$1,650,000 for the purpose of (i) refinancing the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system. Said bonds shall be dated approximately July 1, 2015, shall bear interest at the rate of approximately five percent (5%) per annum, and shall mature in substantially equal annual or semiannual installments over a period not exceeding thirty-three (33) years after their issuance.

SECTION 2. That it is hereby determined that notes (herein the "Notes") in the principal amount of not to exceed \$1,650,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That said anticipatory notes shall be dated as of their date of issuance, shall bear interest, payable at maturity, at the rate per annum agreed upon by the Finance Director and the purchaser, and shall mature on such date as is selected by the Finance Director, but not later than one year from their date of issuance. The final terms of the Notes shall be set forth in a Certificate of Award which is hereby authorized and which shall be executed by the Finance Director without further action of this Council.

SECTION 4. That said Notes shall be executed by the City Manager and Finance Director and shall bear the seal of the corporation. Said Notes shall be designated "Various

Purpose Bond Anticipation Notes Series 2012, Second (2014) Renewal", and shall be payable at The Bank of New York Mellon Trust Company, N.A., and shall express upon their faces the purposes for which they are issued and that they are issued in pursuance of this ordinance.

SECTION 5. That the Notes shall be sold by the Finance Director to Fifth Third Securities, Inc., at not less than the par value of such notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used to pay the cost of the project for no other purpose. Accrued interest, if any, received on sale of said notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said notes in the manner provided by law.

SECTION 6. That said Notes shall be the full general obligations of this City and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. The par value received from the sale of bonds anticipated by said notes, and any excess fund resulting from the issue of said notes, shall, to the extent necessary, be used only to pay costs of issuance of the Note or for the retirement of said Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the period while such Notes run there shall be levied upon all of the taxable property in the City of Fairfield, Ohio, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, that in each year to the extent that other revenues (including revenues received from the water system) are available for the payment of the Notes or such bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such revenues so available and appropriated.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the interest on and principal of the Notes and the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 8. That the notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Finance Director and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the City with respect to other matters as are appropriate under Section 265(b)(3).

SECTION 9. That this council, for and on behalf of the City of Fairfield, County of Butler, Ohio, hereby covenants that it will restrict the use of the proceeds of the notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the

issuance of said notes is authorized and directed to give an appropriate certificate on behalf of the City on the date of delivery of said notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 10. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 11. That the firm of Peck, Shaffer & Williams, a division of Dinsmore & Shohl LLP, is hereby engaged as the City's "bond counsel" and that the City Manager is hereby authorized and directed to execute and deliver the engagement letter in the form on file with the City.

SECTION 12. The Council of the City of Fairfield, Ohio, hereby finds and determines that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code, and the rules of this council adopted in accordance therewith.

SECTION 13. The Finance Director is hereby further authorized to take such actions as may be reasonably requested by the purchaser of the Notes in order to make the Notes eligible for the services of The Depository Trust Company, New York, New York.

SECTION 14. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor of the County of Butler, Ohio.

SECTION 15. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED _____, 2014.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2014.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2014.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2014.

County Auditor

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Fairfield, Ohio, met in regular session, at _____ m., on the _____ day of _____, 2014, in Council Chambers, with the following members present:

There was presented and read to Council Ordinance No. _____, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$1,650,000 OF RENEWAL NOTES BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO RENEW BOND ANTICIPATION NOTES.

M _____ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M _____ then moved that Ordinance No. _____ be adopted. M _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2014.

CERTIFICATE

The undersigned, Clerk of Council of said city, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said city, held on the _____ day of _____, 2014, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance of not to exceed \$1,650,000 Various Purpose Bond Anticipation Notes Series 2012, Second (2014) Renewal, dated as their date of issuance:

Mayor	_____
Finance Director	_____
City Manager	_____
Clerk of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Law Director	_____

Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Fairfield, County of Butler, Ohio, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$1,650,000 of bonds, for the purposes of (i) refinancing notes originally issued to pay the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Bond Law of the Ohio Revised Code, is thirty-three (33) years, and the maximum maturity of notes issued in anticipation thereof is seventeen (17) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2014.

Finance Director

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATIONDATE: 5/26/14**ITEM:**

Amended Employment Agreement for the City Manager.

FINANCIAL IMPACT:

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

SYNOPSIS:

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

BACKGROUND:

The City Manager has served the City since March, 1998. The Employment Agreement provides for an annual review of the Manager's performance; which has been accomplished. The City Council desires to provide an increase in annual compensation to the Manager based upon a finding of excellent performance.

RECOMMENDATION:

It is recommended that City Council adopt an Ordinance authorizing an amendment to the Employment Agreement of the City Manager. A 6% adjustment will take effect as of the Manager's anniversary date of March 9, 2014. This adjustment will pre-empt further modification in March 2015.

LEGISLATIVE ACTION:

Rules suspension is requested so that the amendment can take place in a timely manner relative to the effective date.

Suspension of Rules and Adoption Requested? Yes X No
If yes, explain above.Emergency Provision Needed? Yes No X
If yes, explain above.Prepared By: John H. Clemmons John H. Clemmons, Law DirectorApproved for Content: John H. Clemmons John H. Clemmons, Law DirectorFinancial Review: Mary Hopton Mary Hopton, Finance DirectorLegal Review: John H. Clemmons John H. Clemmons, Law DirectorApproved for Agenda: Alisha Wilson Alisha Wilson, Clerk of Council

ORDINANCE NO. _____

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

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

Section 1. An Amendment to the Employment Agreement for the City Manager to provide for an increase in annual compensation commencing on or about the Manager's anniversary date on March 9, 2014 in accordance with the amendment on file in the offices of the City Manager and Clerk of Council is hereby authorized and approved.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 27, 2014

Request for appropriation for contractual agenda items.

FINANCIAL IMPACT:

\$297,500.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested to fund the contracts appearing under New Business on Council's meeting agenda dated May 27, 2014:

\$ 80,000 for cleaning and rehabilitating raw water production wells
 \$150,000 to purchase one (1) Slurry Lime Slaker
 \$ 67,500 for a bronze sculpture

BACKGROUND:

Please refer to specific Council Communications dated May 27, 2014 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 abovePrepared by: Alisha WilsonApproved for Content by: Alisha Wilson

Financial Review (where applicable) by: _____

Legal Review (where applicable) by: John A. WilliamsAccepted by Council Agenda: Alisha Wilson

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-13 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, 2014, AND ENDING DECEMBER 31, 2014."

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

Section 1. Ordinance No. 109-13, the 2014 Appropriation Ordinance, is hereby amended in the following respects:

From: Unappropriated Capital Improvement Fund \$67,500
To: 40216025-252000 Improvements Other Than Building \$67,500
(Sculpture for Village Green/Town Center Area)

From: Unappropriated Water Surplus Fund \$230,000
To: 60516025-252000 Improvements Other Than Building \$230,000
(Rehabilitation of Raw Water Production Wells #6 & #7 (\$80,000); Replace Lime Slaker (\$150,000))

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

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 27, 2014

Request for appropriation for non-contractual agenda items.

FINANCIAL IMPACT:

\$167,425.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested:

\$49,300 for upgrades and maintenance at the Community Arts Center
 \$4,125 for upgrades of the Fairfield Greens South Trace irrigation system
 \$5,000 for traffic signal system assistance
 \$25,000 to purchase of spare parts to support SCADA system
 \$25,000 for engineering to update the Bio Win Plant model
 \$45,000 to replace the Aeration Systems Diffusers
 \$14,000 for a Turblex Blower HMI Panel View upgrade.

BACKGROUND:

Please refer to specific Council Communications dated May 27, 2014 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 abovePrepared by: Melissa WilsonApproved for Content by: Melissa Wilson

Financial Review (where applicable) by: _____

Legal Review (where applicable) by: _____

Accepted by Council Agenda: Melissa Wilson

ITEM NO. 11(E)(4)a

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/27/14

It is necessary for City Council to authorize an appropriation for upgrades and maintenance at the Community Arts Center.

FINANCIAL IMPACT:

An appropriation of \$49,300.00 will be necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize an appropriation for upgrades and maintenance at the Community Arts Center.

BACKGROUND:

In the Parks and Recreation Board's 2014-2018 Capital Improvement Program, the Board identified a series of upgrades and/or maintenance items for the Community Arts Center (PRK-14-001). These items include the replacement of the theater sound board, the installation of a sound system in the lower level exercise/children/senior room, secure alcohol storage shelving/cage for Café, repair/replacement of theater spot lights, installation of dedicated lighting circuit for theater light beams (above stage), and replacement of children's chairs in Pre-School room.

A variety of vendors, listed below, are being used for the purchase of these items and the proposals are attached:

VENDOR	ITEMS	AMOUNT
Gesell Electric	Theater Lighting Circuit	5,189.00
ICB Audio/Video	Theater Sound Board	29,076.00
ICB Audio/Video	Lower Level Sound System	3,328.00
Unistrut	Café Shelving	3,807.00
Vincent Lighting	Theater Spot Lights	3,520.00
Gress Products	Pre-school Room Chairs	4,337.00
TOTAL		49,257.00

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing an appropriation for upgrades and maintenance at the Community Arts Center.

LEGISLATIVE ACTION:

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

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

Prepared by: Heidi Sibilla
Approved for Content by: [Signature]
Financial Review (where applicable): Aldy Hopt
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: [Signature]

Project Number: PRK-14-001
Dept: PARKS

Bid Date: 04/01/2014
Priority: Minor
Need: Improve Current Service Level

Community Arts Center

Renovations / Upgrades at the Community Arts Center

2014 - Theater sound board, banquet chair replacement, basement/fitness sound system and misc. FF&E
2015-2018 Sound/Light Contingency and FF&E



2014	2015	2016	2017	2018
\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

City Funding Source:

Capital Improvement Fund

Amount:
\$150,000.00

Planning / Engineering / Legal: \$0.00
Acquisition of Property / ROW: \$0.00
Construction: \$0.00
Equipment / Vehicle: \$150,000.00

Impact On Operating Personnel Costs: \$0.00
Other Costs: \$0.00
Total Operating Costs: \$0.00

City's Cost: \$150,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$150,000.00



Jason Hauslein
City of Fairfield
Community Arts Center
411 Wessel Drive
Fairfield Ohio 45014
513-896-8425

Necessary material and labor to install a dedicated lighting circuit on each of the three lighting beams above the stage. Each circuit will be switched separate and will come out of the panel that is back the stage. We will use rubber cord so the beams will still be able to be lowered and raised. We will do this for the sum of three thousand seven hundred and sixty three dollars (\$3,763.00).

Necessary material and labor to install three new dedicated circuits back stage in prop building area. These circuits will feed three cord reels installed on the ceiling. They will also be feed from the panel back stage. We will do this for the sum of one thousand four hundred and twenty six dollars (\$1,426.00). Thank you, if you have any questions give me a call.

Kyle Broermann
Gesell Electric, Inc.
84 Margaret Ave
Hamilton, Ohio 45015
(513)863-2994
(513)678-5539



QUOTE

QUOTE #	CITY OF FAIRFIELD
DATE	4/29/14
JOB #	

1) DANCE STUDIO SOUND

<u>QTY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>PRICE QTY</u>
2	QSC AD-S8T	SPKR	\$376.92	\$753.85
1	QSC GX5	AMP	\$383.33	\$383.33
1	SHURE SCM268	MIXER	\$299.21	\$299.21
1	TASCAM CD-200BT	CD/BLUETOOTH REC	\$358.96	\$358.96
1	PRO CO IRACK	IPOD INTERFACE	\$141.51	\$141.51
1	MID AT EWR-12-22	RACK	\$441.65	\$441.65
1	MID AT VFD-12	VENT DOOR	\$163.59	\$163.59
1	MID AT PD-915R	POWER	\$89.31	\$89.31
1	CABLING	CABLING	\$96.15	\$96.15
1	PROGRAMMING LABOR	PROGRAMMING LABOR		\$600.00
TOTAL				\$3,327.56

CIP: MK-11-001



UNISTRUT®

The Original Metal Framing

QUOTE

Date: April 23, 2014

1275 Hillsmith Dr.
Cincinnati, OH 45215
Phone: 800-586-4787 Fax: 800-465-8039
mikehoff@unistrut.biz

VISIT OUR NEW WEBSITE:
WWW.UNISTRUT.BIZ

TO Heidi Schiller- City of Fairfield

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mike Hoff		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	14'8" Quick Fence Partition with (3) 4' Wide Sliding Doors for Access -6' tall doors are needed for this space and have a 2-3 week lead time.	2,020.00	\$2,020.00
1	Labor to Install Fencing	810.00	\$810.00
1	Republic Wedge Lock Shelving Units (18" Deep) -(1) 6' wide by 6' Tall with 4 shelves -(2) 4' Wide by 6' Tall with 4 Shelves	656.25	\$656.25
1	Freight on Shelving	120.00	\$120.00
1	Labor to Install Shelving	200.00	\$200.00
SUBTOTAL			\$3,806.25
SALES TAX			0.00
TOTAL			\$3,806.25

Quotation prepared by: Michael Hoff _____

This is a quotation on the goods named, subject to the conditions noted below: This quote does NOT include taxes, applicable freight charges unless specifically mentioned. Terms are good for 90 days from time of issue. Please call with any questions: 1-800-586-4787

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Quote

VINCENT
LIGHTING SYSTEMS

5161 Cochran Rd
Fairfield, OH 44139
(216) 475-7600

Quote Number: 0073720

Quote Date: 4/23/2014

This Quote is valid until 5/23/2014.

All agreements are contingent upon delays and other circumstances beyond our control.
Terms are NET 30 days upon credit approval.

Salesperson: Melissa Rapp

Customer Number: FAIR123

FREIGHT ADDITIONAL

Sold To:

Fairfield Parks & Recreation
Community Arts Center
411 Wessel Dr.
Fairfield, OH 45014

Confirm To:

Jason Hauslein

Ship To:

Fairfield Parks & Recreation
Community Arts Center
411 Wessel Dr.
Fairfield, OH 45014

Customer P.O.	Ship VIA	F.O.B.	Terms			
	UPSG	Origin	NET 30 DAYS			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
*LGTMSPLE3012 Apollo MultiSpot HT3012	EACH	4.000	0.000	0.000	305.00	1,220.00
*LGHT5102000 Apollo MultiSpot GII-HS5034	EACH	4.000	0.000	0.000	575.00	2,300.00

A Service Charge of 2% per month will be applied to all invoices not paid within 30 days. Any collection fees will be paid by customer.

VLS Federal ID - 34-1500351

Net Order: 3,520.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 3,520.00

Bob Schappacher

From: Cindi Lewellyn
Sent: Monday, April 28, 2014 2:23 PM
To: Bob Schappacher
Subject: FW: Chair quote

Below is the pricing for the chairs and totals let me know how much I need to cut out.

ITEM #	DESCRIPTION	Price (EA)
809330	14 - Chair "Favorit", Seat Height 12 1/4"	\$ 199.00 2786.00
809340	1 - Chair "Favorit", Seat Height 13 3/4"	\$ 191.00 191.00
809360	3 - Chair "Favorit", Seat Height 17"	\$ 310.00 930.00

Total \$3907.00

+ 430.⁰⁰ Freight

\$4,337.⁰⁰

From: joe p [mailto:joe@danbinford.com]
Sent: Monday, April 28, 2014 2:17 PM
To: Cindi Lewellyn
Cc: Caroline Kasprzak; danbinford
Subject: Fwd: Chair quote

Hi, Cindy:

Pricing follows.

Thank you

----- Forwarded message -----

From: **Caroline Kasprzak** <caroline@gresscoltd.com>
Date: Mon, Apr 28, 2014 at 2:09 PM
Subject: RE: Chair quote
To: "DanBinford@aol.com" <DanBinford@aol.com>
Cc: "joe@danbinford.com" <joe@danbinford.com>

Dan & Joe -

Pricing is below -

ITEM #	DESCRIPTION	Price (EA)
809330	Chair "Favorit", Seat Height 12 1/4"	\$ 199.00
809340	Chair "Favorit", Seat Height 13 3/4"	\$ 191.00
809360	Chair "Favorit", Seat Height 17"	\$ 310.00

Freight is 11% of total to Ohio.

Thank you!

Caroline Kasprzak

----- Forwarded message -----
From: **Cindi Lewellyn** <clewellyn@fairfield-city.org>
Date: Mon, Apr 28, 2014 at 11:28 AM
Subject: Chair quote
To: joe@danbinford.com

I would like to receive a quote for the following products.

- **14 - "Favorit" Chair- Seat Height 12 1/4"- Natural**

Product Number: 809330

Brand: HABA

Quick Overview

Stackable non-tip solid Beech wood chair 12 1/4" H x 12" W x 10 3/4" D

- **1 - "Favorit" Chair- Seat Height 13 3/4"- Natural**

Product Number: 809340

Brand: HABA

Quick Overview

Stackable non-tip solid Beech wood chair 13 3/4" H x 13" W x 12" D

- **3 - "Favorit" Chair- Seat Height 17"- Natural**

Product Number: 809360

Brand: HABA

Quick Overview

Stackable non-tip solid Beech wood chair 17" H x 15 3/4" W x 15" D

Thanks,

Lucinda Lewellyn

Fairfield Parks and Recreation

411 Wessel Drive

Fairfield, Ohio 45014

513-896-8429



CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/27/14

It is necessary for City Council to authorize an appropriation for upgrades of the Fairfield Greens South Trace irrigation system.

FINANCIAL IMPACT:

An appropriation of \$4,125.00 will be necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize an appropriation for upgrades of the Fairfield Greens South Trace irrigation system.

BACKGROUND:

The Parks and Recreation Board's 2014-2018 Capital Improvement Program (REC-14-003) lists a series of improvements, maintenance and renovations within the Fairfield Greens Golf Course facilities. In 2014-2017, these funds are allocated for a series of repairs/replacements projects associated with the South Trace golf course irrigation system. This portion of the project is for upgrades of the software/hardware associated with the computerized irrigation system. The irrigation system is a stand-alone computerized system, not associated with the City's server/computer system.

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing an appropriation for the funding of the work described above.

LEGISLATIVE ACTION:

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

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

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

Project Number: REC-14-003 **Dept:** AQUATIC/GOLF FACILITIES **Bid Date:** 04/01/2014 **Priority:** Minor **Need:** Quality Of Life Development Driven

Golf Course Improvements, Maintenance and Renovation

2014 - 2017 South Trace irrigation system renovations (irrigation system is original 1970's system)
 2018 - A/E Poindexter Property / # 2 Hole renovation



2014	2015	2016	2017	2018
\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

City Funding Source:

Capital Improvement Fund

Amount:
\$250,000.00

Planning / Engineering / Legal: \$10,000.00

Acquisition of Property / ROW: \$0.00

Construction: \$240,000.00

Equipment / Vehicle: \$0.00

Impact On Operating

Personnel Costs: \$0.00

Other Costs: \$0.00

Total Operating Costs: \$0.00

City's Cost: \$250,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$250,000.00



NSN.

National Support Network

QUOTE

Date: May 15, 2014
Quote # 415150-67
Expiration Date: 08/15/2014

ATTN: GREG MORROW

To: CITY OF FAIRFIELD
2200 JOHN GRAY RD
FAIRFIELD, OH 45014

Salesperson	Job	Payment Terms	Quote Date
Mark S	962544 CITY OF FAIRFIELD	Net 30	05/15/2014

Qty	Item #	Description	Unit Price	Line Total
1	NSN-ANNUAL-L	TORO Irrigation Central	\$1,668.00.00	\$1,668.00
		Support and Warranty		
		Software and Hardware		
		Support, Warranty and Service		
		07/01/2014 - 06/30/2015		
1	997-25	Standard Irrigation Central	\$2,450.00	\$2,450.00
		Win 7 and Peripherals		
		Specs attached		

Subtotal	4,118.00
Sales Tax	Exempt
Total	\$4,118.00

Quotation prepared by: Mark Stockdale; Sales Manager; Toro NSN, Abilene, TX

This is a quotation on the goods named, subject to the conditions noted below: **This quote will no longer be valid after 08/15/14.**

Thank you for your business!

Toro NSN, PO Box 3339, Abilene, TX 79603 Phone (888) 676-8676 Fax (325) 673-8765 mark.stockdale@toro.com



The Toro Company

P.O. Box 3339, Abilene, Texas 79604-3339
• Phone 325/673-8762 • www.toronsn.com • Fax 325/673-8765

March 14, 2014

GREG MORROW
CITY OF FAIRFIELD
2605 AUGUSTA BLVD
FAIRFIELD, OH 45014
USA

Dear Greg,

On June 30, 2014, your support agreement with TORO NSN will expire. In order to ensure continuous hardware warranty, technical service and support from the NSN technical staff, it is necessary that you renew your contract prior to Monday, June 30.

Should you choose not to renew, your TORO controller will no longer be covered by the TORO hardware warranty, you will not be eligible to receive 24-hour replacement service, access to NSN Connect, 24-hour technical support, and preferred member discounts on future TORO central control systems software modules. Software and hardware support will be directed to your local distributor. We are concerned about that risk and do not want you to incur extraordinary costs for non-warranty replacements, billed service labor, and the hassles and worries of downtime or interruption of system operations

To better serve your needs, look over the enclosed plans, decide which plan is right for your facility and contact Cory Patterson at 1-888-676-8676. Press option 4 for Cory. We can send you a contract and invoice or answer any questions you may have about the renewal options. Should you have any special circumstances, or a presentation to make to a committee or manager, Toro NSN sales will be glad to help you in any way possible. Please review the attached brochure for plan and pricing information.

In deciding which plan is right for your installation, you may want to take into consideration the following:

- TORO has released the Windows 7 version of Sitepro and it is now available for upgrade..
- All customers must be on Windows XP professional or higher to be eligible for renewal.
- If you purchased your irrigation hardware more than eight years ago, it may be considered obsolete and you will need to upgrade your hardware as you renew. Contact us if you fall into this category so we can help you choose the best option for your needs.
- If your distributor has demonstrated the new LYNX software and you are thinking of going to LYNX, you must have a Win 7 computer and peripherals.

PLEASE REMEMBER THAT THE NEW FCC GUIDELINES REQUIRE THAT ALL WIDE BAND TRANSMITTERS IN THE UNITED STATES MUST BE CONVERTED TO NARROW BAND BEFORE 2013. IF YOUR COURSE IS STILL USING WIDE BAND BASE STATIONS WE WILL BE UNABLE TO RENEW YOUR SERVICE UNTIL THIS CONVERSION HAS BEEN COMPLETED.

All of us at TORO National Support have enjoyed working with you. We want to provide you with the most efficient responses to your questions and controller support needs. Do not hesitate to call if you need assistance in finding the ideal plan for you.

Sincerely,

Cory Patterson
Sales Coordinator, Toro NSN

Option 1668/year for next 2 yrs. 7454

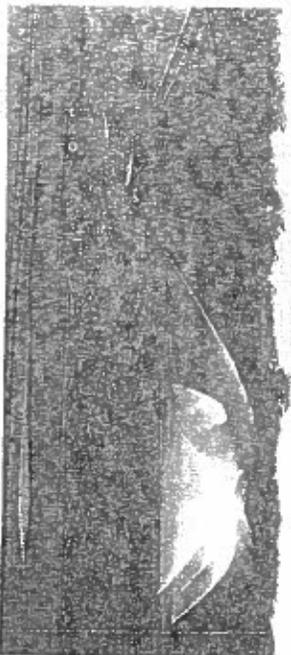
*4118⁰⁰ down-deal! Classic 36 SYSTEM
4650⁰⁰ 1 year Pymts. } 223 mo./36 mo.
500 INITIAL*

*MICROSOFT ?
Now Supported
After 2020*

*7669 lump sum
for 3 yrs.*

TORO

**CONNECTING YOU
WITH THE SUPPORT
YOU NEED**



NSN Connect

Remote Access Through Your Internet Service Provider

NSN Connect gives you the ability to access your irrigation controller anywhere - simply and securely!

You can access your Lynx™, or SitePro™ Control System (and all your programs, files and e-mail) whether you are at home or on the road. All you need is a web capable computer or hand-held device and Internet access. No need to learn another piece of software; and there is no charge for the full feature set for current NSN subscribers!

Have secure access to your irrigation computer through a partner that has earned your trust, made your job easier, and been there to make sure you are always up and running - Toro NSN.



Why should I purchase a Toro® Computer system?

There are a lot of reasons to utilize one our custom built computer systems. Our computers are extremely durable and made with the highest quality standards and are optimized for running Toro® software. But, the most important reason is that only Toro® computers are eligible for our rapid replacement service. If your Toro® system should fail for any reason. We will send you a replacement system within 24 hours so that you can get up and running again as soon as possible.



TORO

Count on it.

Contact us at
1-888-676-8676
or by email at
NSNSales@toro.com

**NSN® Service
Renewal Options
for Lynx® and
Sitepro® Systems**



TORO

NSN®

Contact us at
1-888-676-8676
or by email at
NSNSales@toro.com
or visit us at
TORONSN.COM



RENEWAL PLANS WITH COMPLETE UPGRADES

The Ultimate Plan

- 5 Years of NSN® Support
- A Premium Computer System
- Microsoft® Office® Professional Edition
- A 2 Day GCSAA Certified Regional Training Class
- NSN Connect® Remote Access

\$1,000 Initial payment and \$223 per month for 60 months
Or a lump sum of \$12,389

The Optimum Plan

- 3 Years of NSN® Support
- A Premium Computer System
- A 2 Day GCSAA Certified Regional Training Class
- NSN Connect® Remote Access

\$500.00 Initial payment and \$258 per month for 36 months
Or a lump sum of \$8,999

The Classic 36 Plan

- 3 Years of NSN® Support
- A Standard Computer System
- A 2 Day GCSAA Certified Regional Training Class
- NSN Connect® Remote Access

\$500 Initial payment and \$223 per month for 36 months
Or a lump sum of \$7,669

On a budget but still need to upgrade?

TOWER ONLY UPGRADE PLANS

The Premium Tower Plan

- 3 Years of NSN® Support
- A Premium Computer Tower
- NSN Connect® Remote Access

\$212 / mo for 36 months
Or a lump sum of \$6,869

The Standard Tower Plan

- 3 Years of NSN® Support
- A Standard Computer Tower
- NSN Connect® Remote Access

\$192 / mo for 36 months
Or a lump sum of \$6,405.00

Not sure which plan is right for you?

Contact us at
1-888-676-8676
or by email at
NSNSales@toro.com
or visit us at
TORONSN.COM

Plan pricing effective January 1, 2013. All pricing subject to sales tax where applicable. This publication supersedes all previous price lists. Prices and specification are subject to change without notice. Availability and pricing of NSN products and services may vary by international region.

RENEWAL PLANS FOR CUSTOMERS WHO DO NOT NEED UPGRADED HARDWARE

The Essentials Plan

- 3 Years of NSN® Support*
- NSN Connect® Remote Access

\$139 / mo for 36 months
Or a lump sum of \$4,536

*This plan is also available in 2 and 5 year increments

The Annual Plan

- 1 Year of NSN® Support
- NSN Connect® Remote Access

A lump sum of \$2,190

What's the next step?

When you are ready to renew your service, simply call Cory Patterson at 1-888-676-8676 or email him at cory.patterson@toro.com. We'll help you find the plan that is right for your needs that fits into your budget and get you all the information you need to renew your NSN® Support Service. Call today!



CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 1118(SU)2

DATE: 05/27/2014

ITEM:

Traffic Signal System Assistance.

FINANCIAL IMPACT:

\$5,000.00 from the County Motor Vehicle Fund.

SYNOPSIS:

This project is to have consultant assistance to perform small modifications and model work to the existing traffic signal system as needed. It would benefit the City to utilize the experience and opinion of an independent traffic engineer.

This project is in the proposed Capital Improvements Program and is included in the 2014-2018 CIP as PWA-14-014.

BACKGROUND:

The city purchased the Centrac System so we would be able to monitor and communicate with most of our traffic signals (60 of our 61 intersections are currently connected). This system also allows staff to use the PTZ cameras as a traffic congestion monitoring system. It gives staff the capabilities to adjust timing on an as needed basis depending on congestion.

Staff has used TMS Engineers Inc. for this service in the past. TMS worked with the City for the installation of the Central System and several other projects. TMS is familiar with our system and our practices and procedures.

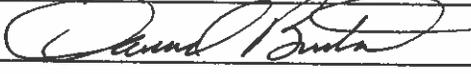
STAFF RECOMMENDATION:

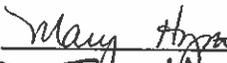
It is recommended that City Council authorize an appropriation of \$5,000.00 from the County Motor Vehicle Fund for traffic signal system assistance.

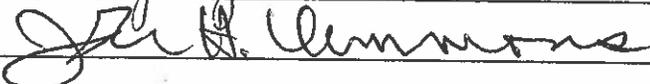
LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested? yes no **If yes, explain above.**

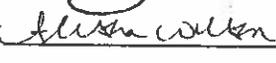
Emergency Provision Needed? yes no **If yes, explain above.**

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. _____

ITEM:

DATE: 5/27/14

Appropriation in the amount of \$25,000 from the Sewer Replacement and Improvement Fund for purchase of PLC Units, Input Output Modules and HMI interface components for use as spare parts to support the Wastewater Division SCADA and instrumentation systems.

FINANCIAL IMPACT:

Funding for Instrumentation Replacement parts was included in the 2014-2018 Capital Improvement Program under Project No. WWD-14-011.

SYNOPSIS:

The purchase would provide backup equipment to repair the Wastewater Division, Supervisory Control and Data Acquisition (SCADA) system.

BACKGROUND:

The Wastewater Treatment Plant is completing a major upgrade of the SCADA system for the entire Wastewater Treatment Plant. This system is used to control and monitor all plant functions. This sensitive highly technical equipment is comprised of program logic controllers, sensors and other computer related ancillary equipment. At times failures occur and can be caused by electrical surges, static electricity, lightning, heat and normal life expectancy type failures. Due to the special and highly technical nature of these components they are not always readily available from our local suppliers.

Adequate funding was not available to buy spare parts during our major SCADA upgrade and as a result the spare parts were included in the 2014 CIP budget. The Public Utilities Department has obtained multiple quotes which are attached for reference.

RECOMMENDATION:

It is recommended that City Council appropriate funding in the amount of \$25,000 from the Sewer Replacement and Improvement Fund for purchase spare parts for use by the Wastewater Division.

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

Randy Hassler

From: Peter Constantinides <peterc@pcs-technologies.com>
Sent: Thursday, April 17, 2014 5:28 PM
To: Randy Hassler
Subject: RE: Quote

Randy,

Here's pricing I've gotten from CBT. If you'd like to buy these through us, I will add a 10% markup (total would be \$21334.5). There were some discrepancies between some modules quoted by CBT – I've made changes to make comparable to your original BOM.

Let me know if you'd like a formal quote.

1	1734-IB8	89.25
1	1734-IE8C	741
1	1734-OE4C	416.25
1	1756-IA16	364.5
1	1756-IB16I	438.75
1	1756-IF61	1627.5
1	1756-L72	6045
1	1756-OA16I	643.5
1	1756-PA75	885
1	1769-IA16	222.75
1	1769-IF8	613.5
1	1769-L16ER-BB1B	1095
1	1769-L18ER-BB1B	1327.5
1	1769-L35E	2940
1	1769-OA16	341.25
1	1769-OF8C	1147.5
	1769-PA4	356.25
1	1783-USO5T	100.5
	Subtotal	19395
	With 10% m/u	21334.5

These are additional items we discussed that weren't on original; BOM you requested from CBT.

1	1756ENBT	1756-ENBT	1612.5
	ControlLogix Communication Module		
1	1783RMS10T	1783-RMS10T	3510
	Stratix 8300 10 Port Ethernet Switch		
		Subtotal	5122.5
		With 10% m/u	5634.75

24,969.25

Let me know if you've got any questions.

Regards,

Pete Constantinides
PCS Technologies LLC
6515 Winford Ave - Suite B
Hamilton, OH 45011
(513) 868-8727
(513) 844-8727 Fax
peterc@pcs-technologies.com

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From: Randy Hassler [mailto:rhassler@fairfield-city.org]
Sent: Wednesday, April 16, 2014 6:35 PM
To: Peter Constantinides
Subject: Quote

SCADA Spare Parts

1756-L72	\$
1756-IA16I	\$
1756-IB16I	\$
1756-IF61	\$
1756-OA16I	\$
1756-PA75	\$
1769-L35E	\$
1769-PA4	\$
1769-IA16	\$
1769-OA16	\$
1769-IF8	\$
1769-OF8C	\$
1769-L18ER-BB1B	\$
1769-L16ER-BB1B	\$
1734-IB8	\$
1734-IE8C	\$
1734-OE4C	\$
1783-RMS10T	\$
1783-USO5T	\$
1756-ENBT	\$

Total \$ 26,969.25

QUOTATION

CBT Company
 130 Advanced Drive
 Springboro, OH 45066-1800
 PHONE: 937-746-7356 FAX: 937-746-7852



Order Number	
2047560	
Order Date	Page
4/4/2014 15:37:15	1 of 2

Bill To:
 CITY OF FAIRFIELD
 5350 PLEASANT AVE
 FAIRFIELD, OH 450143567
 US

Ship To:
 CITY OF FAIRFIELD WATE WATER
 ATTN: RANDY HASSLER
 4799 GROH LANE
 FAIRFIELD, OH 45014

513-867-5300

Requested By: Randy Hassler

Customer ID: 288201

Job Name:

<i>Customer PO Number</i>		<i>Ship Route</i>	<i>Ship Method</i>	<i>Taken by</i>		
		NOR	UPS GROUND	DGS		
<i>Quantities</i>			<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>Unit Size</i>		

Order Note: SPARES NEEDED. NOT SURE WHICH ONES THEY WILL PURCHASE

1.000 Required: 4/5/2014	EA	1.0	1756L72 AB ControlLogix 4 MB Controller	EA	7,657.0000	7,657.00
1.000 Required: 4/5/2014	EA	1.0	1756IA16I AB ControlLogix Input Module	EA	580.4500	580.45
1.000 Required: 4/5/2014	EA	1.0	1756IB16I AB ControlLogix Input Module	EA	555.7500	555.75
			Ordered As: 1756IB16I			
1.000 Required: 4/5/2014	EA	1.0	1756IF6I AB ControlLogix 6 Point A/I Module	EA	2,061.5000	2,061.50
1.000 Required: 4/5/2014	EA	1.0	1756OA16I AB ControlLogix 16 Point D/O Module	EA	815.1000	815.10
1.000 Required: 4/5/2014	EA	1.0	1756PA75 AB ControlLogix AC Power Supply	EA	1,121.0000	1,121.00
			Ordered As: 1756PA75			
1.000 Required: 4/5/2014	EA	1.0	1769L35E AB CompactLogix 1.5MB Controller	EA	3,724.0000	3,724.00
			Ordered As: 1769L35E			
1.000 Required: 4/5/2014	EA	1.0	1769PA4 AB CompactLogix Power Supply	EA	451.2500	451.25
			Ordered As: 1769PA4			
1.000 Required: 4/5/2014	EA	1.0	1769IA16 AB CompactLogix 16 Point D/I Module	EA	282.1500	282.15
			Ordered As: 1769IA16			
1.000 Required: 4/5/2014	EA	1.0	1769OA16 AB CompactLogix 16 Point D/O Module	EA	432.2500	432.25
			Ordered As: 1769OA16			

QUOTATION

CBT Company
 130 Advanced Drive
 Springboro, OH 45066-1800
 PHONE: 937-746-7356 FAX: 937-746-7852



Order Number 2047560	
Order Date 4/4/2014 15:37:15	Page 2 of 2

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.000 Required: 4/5/2014			EA 1.0		17691F8 AB CompactLogix 8 Point Analog Input Module <i>Ordered As: 17691F8</i>	EA 1.0	777.1000	777.10
1.000 Required: 4/5/2014			EA 1.0		1769OF8C AB CompactLogix 8 Point A/O Module <i>Ordered As: 1769OF8C</i>	EA 1.0	1,453.5000	1,453.50
1.000 Required: 4/5/2014			EA 1.0		1769L18ERBB1B AB COMPACTLOGIX 0.5MB CONTROLLER	EA 1.0	1,681.5000	1,681.50
1.000 Required: 4/5/2014			EA 1.0		1769L16ERBB1B AB COMPACTLOGIX 384KB CONTROLLER <i>Ordered As: 1769L16ERBB1B</i>	EA 1.0	1,387.0000	1,387.00
1.000 Required: 4/5/2014			EA 1.0		17341B8 AB POINT 8 Point Input <i>Ordered As: 17341B8</i>	EA 1.0	113.0500	113.05
1.000 Required: 4/5/2014			EA 1.0		1734IE8C AB POINT I/O 8 Point Input Module	EA 1.0	938.6000	938.60
1.000 Required: 4/5/2014			EA 1.0		1734OE4C AB POINT I/O 4 Point Output Module	EA 1.0	527.2500	527.25
1.000 Required: 4/5/2014			EA 1.0		1783US05T AB Stratix 2000 5 Port Ethernet Switch	EA 1.0	214.7000	214.70

Total Lines: 18

SUB-TOTAL: 24,773.15

TAX: 0.00

AMOUNT DUE: 24,773.15

CBT appreciates your business.
 Please reference CBT order number : 2047560

U.S. Dollars

1783-RMS10T 3931.2
 1756-ENBT 1842.

\$ 30,546.2



Engineering & Controls

04152014 – Fairfield Spares

Derek Eads
3988 McMann Road
Cincinnati, OH 45245
April 15, 2014

Dear Randy:

Adgo Engineering is pleased to quote the following items for the Fairfield spares.
Quantity is one each:

- 1756-L72
- 1756-IA16I
- 1756-IB16I
- 1756-IF6I
- 1756-OA16I
- 1756-PA75
- 1769-L35E
- 1769-PA4
- 1769-IA16
- 1769-OA16
- 1769-IF8
- 1769-OF8C
- 1769-L18ER-BB1B
- 1769-L16ER-BB1B
- 1734-IB8
- 1734-IE8C
- 1734-OE4C
- 1783-USO5T
- 1783-RMS10T
- 1756-ENBT

Total \$24,442.00

Terms – -.5% NET 10, NET 30 days

Sincerely,
Derek Eads

Exhibit 1
DRAFT Proposed Scope of Work
City of Fairfield, OH
Phosphorus Removal Evaluation
Revised 11/13/2013

Background and Project Overview

The City of Fairfield, OH (City) is proactively evaluating required capital improvements to address potential phosphorus limits at its wastewater treatment plant (WWTP). BioWin sampling, model development and calibration, and conceptual consideration of biological N and P removal was completed in 2011. The City would like to evaluate options for meeting a potential phosphorus limit of 1 mg/l, based on potential changes to NPDES permit requirements proposed by the Ohio Environmental Protection Agency.

The existing model calibration will be validated using recent data. The model will then be used to aid in the evaluation of potential options for P removal. The evaluation will build on the previous model work and enable Hazen and Sawyer to cost effectively perform an alternatives analysis.

Life cycle costs will be developed for identified options to evaluate present worth and to determine the most feasible alternatives for the short term permit changes. Consideration will also be given to future and more stringent improvements. A brief technical memorandum will be prepared to document the evaluation and recommendations.

Project Objectives

The main objectives for the project are as follows:

- Update design criteria based on historical data provided by City.
- Identify and evaluation alternatives for P removal.
- Perform life cycle cost (LCC) analysis for P removal alternatives.
- Summarize recommendations in a brief technical memorandum.

Project Scope

The Scope of Services to be performed is divided into the following tasks as described below.

1. Establish Future Flows and Loads and Design Criteria

ENGINEER will add data provided by City to current operational data spreadsheet and develop minimum month, annual average, 30-day max average, and peak wet weather flows and loads. ENGINEER will also evaluate current P removal efficiencies through review of existing operational data. The peak flow criteria will be estimated based on the available data provided by the City. No flow monitoring or collection system analysis will be performed as part of this project. Future flow projections from the City will be used to establish future flow criteria.

The existing plant data will be used to review the BioWin model calibration previously completed. Changes, if necessary, will be made based on additional data provided by the City.

2. Evaluate Alternatives

ENGINEER will prepare hydraulic profile calculations for portions of the plant relevant to the evaluation of alternatives. ENGINEER will use in-house hydraulic profile model to develop hydraulic calculations.

ENGINEER will identify and evaluate up to four alternatives for P removal. Expected alternatives include the following:

- Chemical phosphorus precipitation
- Enhanced biological phosphorus removal
- Sidestream treatment / removal and/or recovery

Prior to evaluation, ENGINEER will review alternatives with the City for approval. Modifications to the alternative list will be made based on discussion with the City. Conceptual level layouts will be used to determine planning level estimates for capital cost. Yearly operation and maintenance costs will also be developed based on estimated costs of chemicals and operational costs associated with additional process units. Present worth costs for each alternative will be calculated for an estimated project lifespan, typically 20 to 30 years.

3. Technical Memorandum

A brief technical memorandum will be prepared to summarize the evaluation and recommendations. Detailed spreadsheet results for the capital cost estimates and present worth calculations will be included in an appendix.

Meetings

The following meetings are included as part of this project:

- Kickoff meeting / site investigation: Review project scope and responsibilities, and tour facilities.
- Alternatives Review: Review proposed alternatives.
- Memorandum review: City comments will be gathered on the DRAFT memorandum.

Schedule

We anticipate delivering the draft technical memorandum within six weeks of notice to proceed. The final technical memorandum will be delivered within eight weeks after notice to proceed, including a one week review time for the draft technical memorandum.

City of Fairfield, OH
Phosphorus Removal Evaluation
 Exhibit 2 - Fee Estimate - Revised 11/13/2013

TASK	PP/OC	SA/PM	A	SPE	PE	Eng	Admin	CAD	Sheets	Total Hours	Fee Labor
Task 1 - Establish Future Flows, Loads, and Effluent Requirements											
Confirm future flows and loads / design criteria	1	2			4	8				15	\$ 1,938
Review existing Biowin calibration		2				6				8	\$ 1,023
										0	\$ -
										0	\$ -
TASK TOTAL	1	4	0	0	4	14	0	0	0	23	\$ 2,961
Task 2 - Evaluate Alternatives											
Evaluate Plant Hydraulics	1	4			8	16				29	\$ 3,674
Evaluate Alternatives	4	6			22	52				86	\$ 10,664
Determine LCC of Alternatives	2	4								6	\$ 1,147
										0	\$ -
										121	\$ 15,485
Task 3 - Technical Memorandum											
Prepare P Removal Technical Memorandum	4	4			8	24	4	8		52	\$ 6,225
										0	\$ -
TASK TOTAL	4	4	0	0	8	24	4	8	0	52	\$ 6,225
Total Labor	12	24	0	0	42	106	4	8	0	196	
Labor Fee Subtotal											\$ 24,670

Multiplier 3.40

	Total	\$
--	--------------	-----------

Hazen and Sawyer Labor Classifications
 PP/PM - Project Principal / Project Manager
 SA Senior Associate
 A- Associate
 SPE - Senior Principle Engineer
 PE- Project Engineer
 Eng - Assistant Engineer
 Admin - Administrative
 CAD - CAD Designer

Category	No.	Unit	Rate	Total
Mileage	200	miles		
Sampling Consumables	1	ls	\$ 0.510	\$ 0.510
Shipping	1	ls		
Outside Repro	1	ls		
Miscellaneous	1	ls		
Other Direct Costs Subtotal				\$ 130

HAZEN AND SAWYER
 Environmental Engineers & Scientists

GRAND TOTAL FEE FOR PROJECT	\$ 24,800
------------------------------------	------------------

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/27/14

An appropriation in the amount of \$45,000, from the Sewer Surplus Fund for the replacement of the Aeration System Diffusers is being requested.

FINANCIAL IMPACT:

Funding for this project is included in the 2014–2018 Capital Improvement Program under Project WWD-14-019.

SYNOPSIS:

The Wastewater Treatment Plant system one, tanks three, four, and five diffusers are scheduled for replacement this year. These diffusers were replaced in the fall of 2001 and have a life expectancy of 10 years. Division personnel will remove and install the new diffusers.

BACKGROUND:

The fine bubble aeration diffusers supply dissolved oxygen to microorganisms that are an essential part of the Advanced Activated Sludge Treatment Process.

Pelton Environmental is the representative for Environmental Dynamics Inc (EDI), the original manufacturer. A quote from Pelton Environmental Products is attached.

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to enter into a contract with Pelton Environmental Products and appropriate funding in the amount of \$45,000 from the Sewer Surplus Fund.

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): Mary Hyatt
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: [Signature]



PELTON
ENVIRONMENTAL
PRODUCTS

QUOTATION

To: JASON HUNOLD

DATE: JANUARY 22, 2014

FROM: JIM PELTON

RE: FAIRFIELD WWTP – DIFFUSER REPLACEMENT

Twelve Hundred and Twenty Four (1224) replacement diffuser tubes, model number 91-502. Including the following:

- EPDM Membrane with Micropore perforations
- 3/4" stainless steel threaded inlet connection
- Diffuser inlet adaptor
- Support tube
- Clamps (2 per diffuser)
- Factory assembled
- Freight to site

Price: \$41,126.00

Availability: Units are in stock. 1-2 weeks for shipping.

Terms and Conditions

Prices shown are FOB factory. Payment Terms: 100% net 30 days. Prices shown do not include any taxes or fees. Quote is valid for 30 days. If this quote is accepted, please place order to Pelton Environmental Products, P.O. Box 41279 Brecksville, OH 44141.

JIM PELTON

440-838-1221

jimpelton@peltonenv.com
Covington, KY 41011





ENVIRONMENTAL DYNAMICS INC.

5601 Paris Rd. Columbia, MO 65202 USA
Phone: +1.573.474.9456 Fax: +1.573.474.6988

www.wastewater.com

edi@wastewater.com

REPRESENTATIVE CONTRACT

FOR SALE OF ENVIRONMENTAL DYNAMICS INC.
WATER AND WASTEWATER TREATMENT PRODUCTS

This agreement, executed on the 5th day of November, 2010 at Columbia, Missouri, by and between Environmental Dynamics Inc. (EDI), a corporation organized under the laws of the State of Missouri, with an office at 5601 Paris Road, Columbia, Missouri, hereinafter referred to as "MANUFACTURER", and Pelton Environmental Products, Inc. hereinafter referred to as "REPRESENTATIVE", witnesseth:

IN CONSIDERATION of the covenants and mutual promises herein contained, the parties hereto agree with each other as follows:

1. **TERM OF CONTRACT:** This contract is to remain in force from the date of signing by both parties until canceled in accordance with item No. 21 of this contract. It shall also be recognized that review of Representative performance and review of Company performance for each representative firm shall be conducted every year by the Territory Manager. Performance reviews shall be used to assist MANUFACTURER and the Representative firm to focus on opportunities, performance and any areas of difficulty in or for each territory. Some items to review include:
 - A. Major Competitive Representatives in each Territory
 - B. Major Active Manufacturers in each Territory
 - C. Review of Projects Bid in each Territory
 - D. Percent of Projects Specified in each Territory
 - E. Design Trends in each Territory
 - F. Areas for Improving EDI and Representative Performance
 - G. Specific suggestions for EDI assistance to Representative
2. Manufacturer does hereby appoint Representative as a Sales Representative, subject to Manufacturer's existing sales policies, and to such policy as may hereafter be established or adopted by Manufacturer.
3. **PRODUCTS -** MANUFACTURER equipment and services for the treatment of water, waste water, and industrial fluids, hereinafter referred to as "PRODUCTS", are to be offered for specification and sale by the Manufacturer, in the Territory listed below, by Representative who agrees to advocate, promote, aid and develop the sale of such products to the best of his ability, and to work diligently for Manufacturer's best interest.
4. **TERRITORY -** The Sales Territory to be covered by the Representative is as follows:

State of Ohio

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11 (E) (4)

ITEM:

DATE: 5/27/14

An appropriation in the amount of \$14,000, from the Sewer Surplus Fund for a Turblex Blower HMI Panel View Upgrade

FINANCIAL IMPACT:

Funding for this project is included in the 2014-2018 Capital Improvement Program under Project WWD-14-017.

SYNOPSIS:

The Turblex Blower HMI Panel View enables staff to program and interface with the Turblex Blower.

BACKGROUND:

The Turblex unit is a critical part of the equipment which supplies dissolved oxygen for the activated sludge treatment process. The new panel view will include the required electrical engineering and software conversion to interface with the existing Turblex Blower.

The Turblex Blower is proprietary and staff requested a quote from Siemens Demag Delaval Turbomachinery, Inc. Siemens is the only factory authorized service agent for this equipment. A copy of the quote and sole source service letter is attached.

RECOMMENDATION:

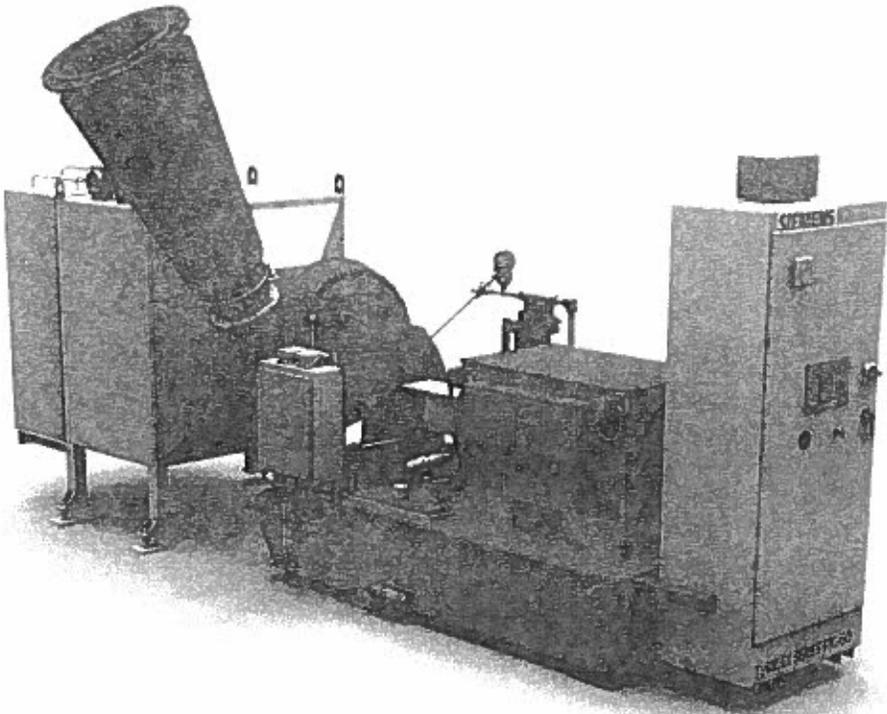
It is recommended that City Council authorize the City Manager to enter into a contract with Siemens Demag Delaval Turbomachinery, Inc. and appropriate funding in the amount of \$14,000 from the Sewer Surplus Fund for service of the Turblex Blower unit.

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

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

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

Proposal Package w/ Attachments



WASTEWATER AERATION COMPRESSORS

SIEMENS

HMI Upgrade

Opportunity: Fairfield WWTP
Location: Fairfield, OH
Quote No: 20004211
Date: 4/25/2014
Contact: Jason Hunold
Email: JHunold@fairfield-city.org

Represented by: Curtis Rogers
Siemens Demag Delaval Turbomachinery, Inc.
4654 W. Farm Road130
Springfield, MO 65802
Phone: (417) 864-5599
Fax: (417) 866-0235
Email: curtis.rogers@siemens.com

This proposal is for the replacement of (1) one operator interface in the existing Siemens blower serial number 5951. Installation of the physical equipment will be performed by others.

Standard Major Components:

(1) One new PanelView Plus Compact color operator interface module
Electrical engineering time for software conversion of the existing panel mate HMI to the upgraded Panelview.

Payment Terms: Any applicable taxes should be paid direct to the proper authority by the customer. Freight costs on domestic shipments will be EXW Springfield MO; freight costs on international shipments will be for the customer's account, including all duties, taxes, etc. Terms are 100 percent of invoiced value without deduction and to be paid Net 30 days after invoice date. Payment shall not be dependent on the contractor being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner.

Shipment:

Shipment should be 6-10 weeks after order acceptance by Siemens.
No formal dossier of final drawings is compiled by Siemens as standard, but can be arranged at additional cost.

Extended Shipment:

Add one percent (1%) escalation for each partial or full quarter that shipment is extended beyond one year after order acceptance.

Warranty:

Warranties will expire (12) months after installation (which shall be the Siemens certified date the equipment is available for beneficial use), whichever occurs first. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the attached Siemens standard terms and conditions.

Items Not Included:

Installation ,drawings, taxes or bonds, blower, main motor, anchor bolts, interconnecting pipe, fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants, or any other items not specifically listed above.

Note: Door may need to be modified to accept new HMI.

STANDARD EQUIPMENT PRICING RECORD

Total Base Price, (U.S. Dollars):	\$ 13,736.
Freight:	\$ 50.00
Total:	\$13,786

THIS IS A BUDGETARY OFFER. UNDER NO CIRCUMSTANCES SHALL IT ESTABLISH ANY OBLIGATION ON SIEMENS BEHALF NOR SHALL IT BE CONSIDERED TO BE A FIRM OR BINDING OFFER BY SIEMENS.

THE TERMS AND CONDITIONS ON THE BACK OF THIS SALES AGREEMENT ARE INCORPORATED HEREIN AND MADE PART OF THE AGREEMENT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

SIEMENS

March 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Customer/Supplier,

As you may be aware, on January 1, 2014, the Siemens rotating equipment that has been serviced from Siemens Energy, Inc. from the Springfield, MO facility will now be managed by our North American service group, **Siemens Demag Delaval Turbomachinery, Inc.**

If you have tax exempt status on any of your contracts or agreements placed with Siemens Energy, Inc., please remember that we need to obtain a new valid tax exemption certificate from your company that reflects our new legal company name, **Siemens Demag Delaval Turbomachinery, Inc.**

Please email, the requested exemption documentation to the undersigned, or with your purchase order.

If we do not receive the requested sales tax exemption documentation, we will assume all purchases are taxable, and all future invoices will include tax in each jurisdiction for which we have not received valid exemption documentation.

We appreciate your business and look forward to working with you in the future.

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
4654 W Farm Road 130
Springfield, MO 65802
United States of America

Tel.: +1 417-864-5599
Fax: +1 417-866-0235
<mailto:curtis.rogers@siemens.com>

Dan Chekay
Product Line Manager – Compressors and Pumps

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
840 Nottingham Way
Trenton, NJ 08638
United States of America

Tel.: +1 609 890-5839
Fax: +1 609 587-7790
Mobile: +1 609 462-9344
<mailto:daniel.chekay@siemens.com>

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

Field Service Rate Sheet

Services for USA (onshore)

All Siemens Industrial Steam and Gas Turbines, Compressors and Pumps

Daily Labor Rates					
Personnel Category	daily rate	daily rate	daily rate	hourly rate	hourly rate
	Mon - Fri based on 8 hour work days	Saturday based on 8 hour work day	Sunday or local holiday based on 8 hour work day	in excess of 8 hours worked Mon - Sat	in excess of 8 hours worked Sunday or local holiday
Specialist Services	\$ 1,976 USD	\$ 2,964 USD	\$ 3,952 USD	\$ 371 USD	\$ 494 USD
Technical Field Advisor (TFA)	\$ 1,588 USD	\$ 2,382 USD	\$ 3,176 USD	\$ 298 USD	\$ 397 USD
Field Service Technician	\$ 1,312 USD	\$ 1,968 USD	\$ 2,624 USD	\$ 246 USD	\$ 328 USD

Mobilization / Demobilization Fees (based on one way travel time):					
Up to 4 hours*	Up to 8 hours*	Up to 12 hours USA / Canada *	Up to 12 hours International *	Up to 24 hours*	Up to 36 hours*
\$ 1,750	\$ 3,500	\$ 5,000	\$ 5,750	\$ 10,900	\$ 14,500

*Excludes airfare. Airfare is billed at cost plus 15% administration fee.
Daily Per Diem Charge: \$320 from arriving at location or cost plus 15% administration fee.

The above rates are in US Dollars and include expenses as referenced in the attached Charging Appendix.

Validity: From January 1, 2014 to December 31, 2014

Contacts: For Parts, Repairs and Service Support, please contact your local Siemens Power Systems Sales Person, Local District Service Manager, or 609-890-5000.

Siemens After-hours Emergency Cell Phone: 609-890-5555



"ZERO" harm to people and the environment is the ultimate goal in our business.

Siemens Demag Delaval Turbomachinery Inc.
100 Nottingham Way
Hamilton, NJ 08638

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Subject to change without prior notice.

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Doc Code:
TNT/ON/USD/2014/v0

Answers for energy.

SIEMENS

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

I. Selling Policy

All prices contained herein are subject to the terms and conditions of the Siemens Demag Delaval Turbomachinery, Inc. ("Siemens") Selling Policy 1200 for the Sale of Equipment and Services ("Selling Policy") in effect on the date an order is received, unless other terms are agreed to in writing by the parties. Capitalized terms used in this document shall have the definition set forth herein or, if no such definition is specified in this document, then they shall be as defined in the Selling Policy.

II. Price Policy

All rates and prices are subject to change without notice. Unless otherwise agreed, Siemens rates are expressed on the Field Service Rates Sheet as daily rates per category of Siemens personnel ("Daily Labor Rates"), plus Mobilization/Demobilization Fees and Per Diem Charges. Unless contracted otherwise, rates and prices for ongoing contracts will be those in effect at the time the work is performed. All rates shall be valid only for the period of validity set forth on the attached price list. Airfare and additional costs are billed as set forth herein. No personnel will be dispatched until a Purchase Order, or written authorization acknowledging acceptance of terms, pricing and agreement to pay is received.

III. Services Definitions

A. Specialist Services

Specialist Services are the following: (i) an engineer, project manager, or technical field advisor (TFA) directing Siemens personnel or advising Customer personnel to Siemens procedures and process specifications; (ii) TFA providing planning, scheduling, material management support or working directly with Customer's labor supervisor; (iii) diagnostic and operational trouble-shooting and commissioning of rotating equipment (conducted onsite or by telecommunication); (iv) diagnostic electrical testing, evaluation and set-up activities on control systems, voltage regulator systems, any on-line diagnostics or Level III NDE and balancing; (v) engineers located at Siemens home facilities, including District Offices and the Technical Support Center, providing technical studies and information relating to the design and operating parameters of rotating equipment. A job specific readiness fee will apply to all orders for Specialist Services that are not firm priced. This fee will cover pre-job efforts and will be quoted separately.

B. Technical Field Advisor (TFA)

TFA services are a TFA rendering advice and making recommendations based on Siemens procedures and drawings during disassembly, inspection, and replacement of parts, routine repair and reassembly of existing and installation of new Siemens supplied rotating equipment to Customer's employees.

C. Field Service Technician

Field Service Technician services are the performance of the disassembly, inspection, and replacement of parts, routine repair and reassembly of rotating equipment, or the complete removal and re-installation of the entire unit.

IV. Rates Payable

Except for small gas turbine services performed internationally, a Standard Day for on-shore work is defined as 8 hours working time. A Standard Day for off-shore work is defined as 12 hours working time. For small gas turbine services performed internationally outside of USA or Canada, a Standard Day is defined as 12 hours working time.

Minimum billing is the Daily Labor Rate. The applicable Daily Labor Rate applies to all time worked or traveled (excluding Mobilization/Demobilization travel time), with an allowance for lunch time. Overtime rates apply for time worked in excess of a Standard Day. This is an hourly charge, based upon actual additional time worked in excess of a Standard Day. Two overtime rates apply; one for time worked in excess of a Standard Day Monday through Saturday and one for time worked in excess of a Standard Day on a Sunday or local holiday.

The Daily Labor Rates include the supply and use of basic PPE (Personal Protective Equipment) and the use of standard small hand tools, as required by Field Service Technicians.

Siemens may offer a priority service, when the relevant Siemens personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable Daily Labor Rate will be charged where Siemens personnel are requested to be mobilized within 24 hours of the request being received. This charge is to cover for the disruption to job schedules and the re-allocation of manpower to accommodate the priority call. If Siemens is unable to meet the 24 hour mobilization request, there will be no additional charge.

V. Payment Terms for Supply of Personnel

Payment shall be as follows: Where the duration of the services is less than one month, payment will be 100% of the price of the balance of the services upon completion of the services. Where the duration of the services is greater than one month then the balance of the services shall be invoiced on a monthly basis until completion of the services. Payment shall be received within 30 days of the date of the invoice.

VI. Traveling and Other Expenses

A. Travel and Expenses: The Daily Labor Rates exclude the following costs, which shall be for Customer's account and will be charged separately:

- a) Mobilization/Demobilization Fees shall be charged at a graded fixed fee dependent on the required travel time from base location to the Site. Mobilization/Demobilization fees include preparation time, visa costs and all travel time and expenses (excluding: (i) airfare; (ii) Per Diem Charge as defined in Section VI(A)(b)). The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- b) Per Diem Charge: Accommodation, meals, local transportation and allowances, where not provided by the Customer will be charged on a lump sum daily basis. By agreement, the Customer may be charged actual cost of the accommodation, meals, local transportation and allowances plus a 15% fee for handling and administration costs.
- c) The Per Diem Charge will be assessed for each calendar day an individual is assigned to a project including non-working weekend days for jobs extending over the week-end(s).
- d) Where the Customer provides accommodation and food, it is to be to a standard which is acceptable to Siemens. In the event that this is, in Siemens' opinion, unsuitable, Siemens reserves the right to find an alternative which will be charged for as above.
- e) In the event that unusual expenses are required in traveling from the place of accommodation to the Site, Siemens reserves the right to charge the Customer for such expenses at cost plus 15% for handling and administration expenses.
- f) Siemens reserves the right to charge business class flights.
- g) All separately invoiced items over and above the Daily Labor Rate, Per Diem Charge, Mobilization/Demobilization Fees and/or airfare will be charged at cost plus 15% fee for handling and administration costs.

B. Departure Delay and Cancellation

a) Departure delay - Standby in Home Base

If the fixed date for the personnel delegation is delayed due to reason by the Customer, Siemens is prepared to keep the nominated personnel on stand-by up to 7 calendar days. In this case Siemens shall charge a delay fee of the full applicable Daily Labor Rate per calendar day of delay.

b) Departure Delay - At Point of Embarkation

Should departure of personnel be delayed at the point of embarkation for any reason beyond Siemens control, the applicable Daily Labor Rate will be charged per day of delay. Accommodation and meals where provided by Sie-

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

mens will also be charged according to the published rates.

c) Cancellation

Where Siemens is notified by the Customer of a cancellation less than 7 days prior to planned mobilization, a cancellation fee of one single day at 100% of the applicable Daily Labor Rate will be charged.

Should any job be cancelled or postponed by the Customer after the representative has been dispatched, all costs incurred for time and expenses will be charged in accordance with the terms of this Field Service Rate Sheet and Charging Appendix.

C. Home Leave

- a) For USA/Canadian service personnel, when a project is expected to exceed 5 continuous weeks of duration, following every 3 weeks of continuous attendance at an onshore site, including any days spent traveling, the Customer will allow each member of Siemens personnel an extended weekend home leave journey at the Customer's expense. For International personnel, home leave is permitted every 2 months for 10 days at the Customer's expense.
- b) If continuous attendance of Siemens personnel is requested and Siemens agrees to delegate substitute personnel, the applicable Mobilization/Demobilization Fee shall be paid by Customer..
- c) Following every fourteen days of continuous attendance off-shore, Siemens reserves the right to charge the Customer a further mobilization fee for each member of Siemens personnel.
- d) Days spent traveling with respect to home leave shall be charged at the applicable Daily Labor Rate. Should any member of Siemens personnel cancel a home leave journey, the Customer shall be charged for the airfare and/or other travel costs incurred by Siemens.

D. Tools

- a) Charges for equipment, tools, measuring instruments and special assembly tools supplied with Siemens field service personnel for use by Siemens or its subcontractors ("Tools") will be quoted by your local Siemens representative. Costs of transportation of Tools (including all applicable transportation charges, insurance, customs/duties, etc.) will also be charged at cost plus 15% fee for handling and administration costs. The rental time applies from the day of dispatch from base to return receipt.
- b) Siemens will catalogue the Tools required to be returned to base. If for any event the catalogued Tools are not returned within 30 days after leaving site, Siemens will charge the Customer the current replacement cost.
- c) Prices quoted will include normal replenishment and re-calibration. Ex-

cessive loss or damaged Tools beyond the control of Siemens will be charged to the Customer.

E. Shift Work

Shift work is defined as those circumstances where, in a given day, more than one service crew is engaged to perform the service activity. In such instances Siemens reserves the right to charge a shift premium in addition to the applicable Daily Labor Rates.

F. Technical Consultation

- a) During on-site service work it might be necessary to involve specialists from Siemens headquarters for particularly complicated technical questions such as certain analysis, calculations or similar tasks. For such technical consultation, Siemens will invoice this charge on an hourly basis according to the Specialist Services rates as defined in the published rates sheet.
- b) Where technical consultation is required to be provided at Site, charges will be in accordance with the published rate sheets for Specialist Services. Before such work is commenced, a separate agreement has to be established, unless it is already agreed upon in the order.

VII. Working Conditions and Special Costs

Costs for factory security officers, medical services, industrial safety and supporting activities at the Customer site will be for the account of the Customer. Where additional security is required to comply with Siemens travel regulations (based on Siemens Corporate Security Office), this will be charged at cost plus 15% fee for handling and administration costs.

In case of accident or illness, the Customer undertakes to provide immediate medical assistance and if necessary, to transfer any injured or sick person to a hospital preferably conforming to North American standards. Should repatriation become necessary as a result of serious illness or death, the Customer shall attend to all formalities and pay all the costs incurred thereby. Should replacement personnel be required, the costs for same shall be borne by the Customer.

The Customer shall make available free of charge to Siemens personnel: office space, telephone, high speed internet connection and telex/fax (communication with home office shall be free of charge) and all such other facilities as are available to Customer's own personnel.

Any social amenities available at the job site or introduced there during the progress of site work, as well as any special benefits granted, shall be made available to Siemens personnel in the same manner and extent as accorded to any other foreign personnel at the job site.

In the interests of avoiding language difficulties, the Customer shall, for own account, make available the services of interpreters where work is being performed.

If an incident occurs whereby the Siemens personnel are unable to safely continue working at Site and which, in agreement with the Customer, results in their repatriation to home base the cost for both the repatriation and subsequent return to Site of the personnel or their replacements shall be borne by the Customer.

VIII. Additional Notes

- a) In the event Siemens uses outside or subsidiary personnel to perform services that would normally be performed by Siemens personnel, Siemens will invoice Customer for such personnel at the hourly rates published herein.
- b) Non-Siemens parts or materials supplied during the work will be charged at cost plus 25%.



Siemens Demag Delaval Turbomachinery, Inc.
A Siemens Company
840 Nottingham Way
Trenton, New Jersey, U.S.A. 08638

Selling Policy 1200

(For Sales in the U.S.A.
Excluding the States of Louisiana and Mississippi)

November 1, 2012
Supersedes Selling Policy 1200 dated May 1, 2005

**These Terms and Conditions Govern
the Sale of Equipment and Services**

The terms and conditions set forth in the Siemens Demag Delaval Turbomachinery, Inc. proposal and in this Selling Policy 1200 are the terms and conditions governing the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for sixty (60) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and this Selling Policy 1200.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- B. "Agreement" means the Siemens proposal, this Selling Policy 1200, Purchaser's purchase order, as accepted by Siemens, (excluding any pre-printed terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- C. "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- D. "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.
- E. "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- F. "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- G. "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- H. "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- I. "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- J. "Party" means individually either Siemens or Purchaser.
- K. "Parties" means collectively both Siemens and Purchaser.
- L. "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- M. "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- N. "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- O. "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- P. "Services on Third Party Parts" means Services in connection with Third Party Parts.
- Q. "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- R. "Siemens" means Siemens Demag Delaval Turbomachinery, Inc. and its affiliated companies and their subsidiaries, successors and assigns, and each of their respective partners, principals, shareholders, directors, officers, employees, and agents.
- S. "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- T. "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both on line and off line. This work may be conducted on Site or by telecommunication.

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U. "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.

V. "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.

W. "Technical Field Assistance" means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:

- (1) installation, inspection, repair and/or maintenance activities performed by others at the Site, and
- (2) any Siemens recommended quality assurance procedures for activities performed at the Site.

Technical Field Assistance does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

X. "Technical Services" means (i) Technical Field Assistance; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

Y. "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

For an Agreement for Equipment supply only, unless otherwise stated in the Siemens proposal, the price does not include disassembly and reassembly of Equipment at the Site.

Prices are firm for (i) Equipment with a scheduled shipment date of sixty (60) weeks or less from Siemens' acceptance of the Purchase Order and (ii) Services which are scheduled to be performed within sixty (60) weeks from Siemens' acceptance of the Purchase Order.

For (i) Equipment with a scheduled shipment date in excess of sixty (60) weeks and (ii) Services scheduled to be completed beyond sixty (60) weeks from Siemens' acceptance of the Purchase Order, the prices are subject to adjustment upward or downward for changes in the specified labor and material indexes in accordance with the provisions of the applicable Siemens Price Adjustment Policy.

4. Terms of Payment

A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed, but no more often than monthly. In any event, all invoices shall be paid within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11, Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current work load and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

E. If there exists a good faith dispute over the amounts to be paid, Purchaser shall notify Siemens in writing that such dispute exists and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with that portion, together with the interest charge specified in Paragraph D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above and/or provision of the remedy set

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forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made Ex Works (Incoterms 2010) at the manufacturing plant ("Delivery"). Subject to the provisions of Paragraph B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Subsuppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

- (1) to Purchaser's designated destination when shipped by highway transport, or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding Paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

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If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. **Software Warranty and Exclusive Remedy:** If Equipment includes Software, Siemens also warrants that the Software will be free of errors which materially affect its utility until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period").

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, Siemens will at its option and expense correct the nonconformity by correction in the medium originally supplied or by providing a procedure to Purchaser for correction of the nonconformity. Third party Software shall be warranted on a pass through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. **Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy:** Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this Paragraph C referred to as the "Work"), will be free of defects in design, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. **Technical Services Warranty and Exclusive Remedy:** Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period").

If during the Technical Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. **Title:** Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. **Warranty Conditions:** The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse; and

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to Paragraph 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

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I. **Additional Conditions Applicable to the Sale of Monitoring Devices:** Monitoring devices supplied by Siemens pursuant to the Agreement, such as but not limited to, monitors for generator condition and for steam chemistry, may enable users to better diagnose and control conditions within a turbine generator. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in a turbine generator and Purchaser acknowledges the same.

J. **Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing:** Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens will not be responsible for the consequences of undetected defects including undetected cracks.

K. **Additional Conditions Applicable to Technical Field Assistance:** Where Siemens furnishes Technical Field Assistance under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Assistance directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Subsuppliers are required to pay or are incurred by Siemens and its Subsuppliers.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither Siemens nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold Siemens and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Subsuppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared;

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act (including delay, failure to act or priority) of any governmental authority or Purchaser; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Suppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. Should the work be delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, or should any payment from Purchaser be thirty (30) days or more past due, at the option of Siemens, Siemens may deem the Agreement to have been terminated by Purchaser. Termination Charges under this Section 11 will be either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Subsuppliers, and any applicable cost allocated in contemplation of performance. Siemens will make every reasonable effort to minimize the Termination Charges. The Parties agree that such Termination Charges, including termination fees set forth in the Termination Fee Schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to twenty percent (20%) of the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses incurred by Siemens as a result of such breach. Siemens may terminate the Agreement for cause in the event of a material breach of the Agreement by Purchaser. If Siemens terminates the Agreement pursuant to this Paragraph 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Paragraph 11.A) within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Paragraph 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

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C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to paragraphs 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

D. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

C. Transfer contrary to the provisions of paragraph 15.A. above or in breach of paragraph 15.B. above, shall make Purchaser the indemnitor of Siemens and its Subsuppliers against any liabilities incurred by Siemens and its Subsuppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

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

16. Software License

Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and/or registration requirements and limitations on copying and use.

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17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of Purchaser's work at Subsupplier's premises.

20. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

21. Purchaser's Third Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

22. Indemnity

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Section 22 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

Until the expiration of the applicable Warranty Period, Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Section 22 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.

23. Siemens Insurance

In connection with the Agreement, Siemens shall maintain insurance (or self insurance) as specified below:

A. **Worker's Compensation:** Siemens shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

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B. **Commercial General Liability:** Siemens shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury; Property Damage, Explosion, Collapse and Underground hazards (XCU); Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

C. **Business Automobile Liability:** Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

D. **Umbrella Liability:** Siemens shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Siemens or its Subsuppliers.

24. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. **All Risk Builders Risk:** Purchaser shall purchase and maintain throughout construction of the project, "All Risk" Builders Risk insurance for the Site. Such insurance shall be purchased and in effect at least ten (10) calendar days before the start of any Services at the Site or the arrival of the first item of Equipment at the Site, whichever first occurs. Siemens and its Subsuppliers shall be named as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment once at the Site and the Purchaser's Material) on such All Risk Builders Risk policy.

B. **Property Insurance:** Upon completion of the project, Purchaser shall purchase and maintain property damage insurance for the facilities at the Site until the expiration of the last of the applicable Warranty Periods. Such insurance will name Siemens and its Subsuppliers as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material).

C. **Worker's Compensation:** Purchaser shall comply with applicable workers compensation laws (or equivalent), and shall maintain a Workers Compensation and Employers Liability insurance policy. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

D. **Commercial General Liability:** shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury; Property Damage, Explosion, Collapse and Underground (XCU) hazards; Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

E. **Business Automobile Liability:** Purchaser shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

F. **Umbrella Liability:** Purchaser shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

G. The coverages set forth in D, E and F above shall include Siemens as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors.

25. Miscellaneous Provisions

A. **Shipment Dates:** Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. **Waivers:** The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. **Assignment:** Except for assignment by Siemens to an affiliate of Siemens, the Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

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F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey without application of its choice of law or conflict of law rules.

G. **Personnel:** Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. **Environmental Compliance:** Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. **Asbestos and Thermal Insulation**

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Paragraph 25.J(1) above and this Paragraph 25.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(ii) such activities do not require a permit, license, or authorization;

(iii) such activities are not likely to generate airborne asbestos fibers, and

(iv) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 25.J.

K. **Integration:** The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

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L. **Survival:** The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer, Ownership and Export Compliance," "Software License," the second Paragraph of "Delivery, Title and Risk of Loss or Damage," and subsection (5) of the provision entitled "Asbestos and Thermal Insulation" shall survive termination, expiration or cancellation of the Agreement.

M. **Site Safety:** Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

N. **Severability:** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

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January 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

SIEMENS

In the United States

Purchase orders should be addressed to:
Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
USA

Remit to:
Siemens Demag Delaval Turbomachinery, Inc.
Dept. AT 40131
Atlanta, GA 31192-0131

Remit via Bank Wire to:
Mellon Bank
Pittsburgh, PA
RT# 043000261 Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
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Springfield, MO 65802
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Dan Chekay
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<mailto:daniel.chekay@siemens.com>

Section G.1 – Suggested Preventative Maintenance Schedule by Plant Personnel

1.0 Routine Inspections

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Sample and conduct oil analysis/change oil as required
- D. Inspect and change oil filter(s) as required (See Section H, Item 0740).
- E. Check lube oil level / fill as required (Max full equals lower 1 inch of your dip stick)
- F. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- G. Verify surge detection unit operates properly / Clean per Section H, Item 1370

2.0 Annual Inspections

- A. Repeat routine inspections, plus - - -
- B. Inspect inlet filters and silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- D. Verify proper operation of blow-off, and butterfly valves
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Calibrate inlet guide vane and variable diffuser vane operating span
- G. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- H. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- I. Test Limit switches

3.0 Drive Motor

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Service and Lubricate as indicated in the O&M. Follow instructions found in the Components section of this manual (See Section H, Item 0020).

4.0 Auxiliary Oil Pump

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Lubricate bearings every three (3) years. Follow instructions found in the Components section of this manual (See Section H, Item 0705).

5.0 Solenoid Valve and Butterfly Valve

- A. While unit is off-line, operate the valve once a month to insure proper opening and closing.

Note: Change of Lube Oil

- A. The lube oil should be changed after the first 500 hours of operation. Subsequent oil samples should be evaluated by an oil analysis service every three (3) months, with change of lube oil to take place according to the recommendation of the oil analysis service.

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.

Suggested PM Schedule – GK, GA, GL Series Gearbox

Revision: 1

Date: 7/13

SIEMENS

Section G.1 – Suggested Preventative Maintenance Schedule by Authorized SIEMENS ENERGY, INC. Personnel

Siemens offers the following services independently or through our preventative maintenance program. These services are designed to provide long term performance and maximized power savings throughout the life of the blower. Aeration and process control service and tuning is also available.

1.0 Annual Inspections -

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Check lube oil level
- D. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- E. Verify surge detection unit operates properly / Clean per Section H, Item 1370
- F. Inspect inlet filters and silencer for cleanliness and general condition
- G. Verify discharge check valve operates properly to prevent back flows
- H. Verify proper operation of blow-off, and butterfly valves
- I. Inspect control arm(s) of variable control vanes for slippage
- J. Calibrate inlet guide vane and variable diffuser vane operating span
- K. Inspect all mechanical and electrical connections are secure (up to discharge cone)
- L. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- M. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- N. Test Limit switches

2.0 Class I Inspection - (air-end)

- A. First recommended inspection is at approximately 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. Class I Inspection includes the following:
 1. Repeat annual inspection, plus - - -
 2. Dismantle compressor air-end
 3. Remove gearbox access covers for visual observation of internal condition. (GL gearbox only)
 4. Inspect and clean variable vane system
 5. Check variable vane geometry
 6. Check axial movement on high and low-speed shafts
 7. Check unit alignment before re-start as required

3.0 Class II Inspection - (air-end and gearbox)

- A. Second recommended inspection is at approximately 36,000 – 50,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 6-8 days, per unit, assuming one (1) local helper and crane facilities. Class II Inspection includes the following:
 1. Repeat Class I Inspection, plus - - -
 2. Dismantle gearbox
 3. Inspect gearwheels, bearings & seals and check clearances, adjust clearances as required.
 4. Replace flexible seals (O-rings)
 5. Reassemble gearbox
 6. Visually inspect electric motor, oil pump, oil cooler, coupling, valves, etc.
 7. Provide recommendations for corrections of unusual findings and future services

To schedule a Siemens Energy, Inc. Field Service Technician, please contact the Siemens Service Department at Tel: 417-864-5599; Fax: 417-866-0235

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.

Suggested PM Schedule – GK, GA, GL Series Gearbox

Revision: 1

Date: 7/13

SIEMENS

SIEMENS PRE-SERVICE CHECKLIST

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

YES	NO	
-----	----	--

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Sufficient lifting equipment is available. |
| <input type="checkbox"/> | <input type="checkbox"/> | Siemens special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the Siemens O&M manual for a complete listing of these special tools with illustrations. |

These tools are required for disassembly/reassembly of your Siemens compressors(s). If you do not have a Siemens special tool kit, please let us know.

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | At-least one local helper will be available to assist Siemens personnel with service work. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Siemens personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Siemens labor hours required.) |

We look forward to working with you in the near future!

If you have any questions, please contact us at toll-free: 800-299-1035.

Mandatory Asbestos Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

29 CFR 1926.1101, Toxic and Hazardous Substances

OHSA requires that building and/or facility owners notify all employers of employees who will be performing work within or adjacent to areas containing ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Asbestos Information:

Site contains ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) in or adjacent to work sites in buildings or facilities where Siemens employees may be performing work.

Yes No

If yes, then detailed information shall be attached in regard to:

1. The location and quantify of materials.
2. How the site achieves compliance with permissible exposure limits.
3. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____

Title: _____

Contact Information: _____

Mandatory Lifting Device Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Siemens employees may be performing work. Devices are in accordance with local, state and federal regulations.

Yes No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor, C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

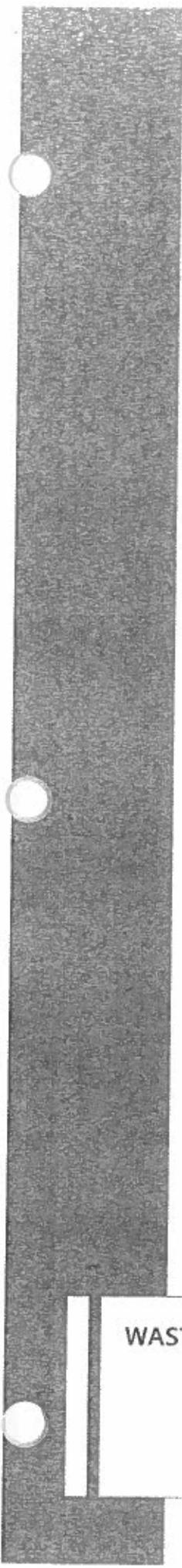
The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____



WASTEWATER AERATION TURBOCOMPRESSORS

SIEMENS

SIEMENS

January 1, 2014

Subject: Factory Authorized Service

Dear Siemens Energy Equipment Owners,

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, NJ with offices in Springfield, MO and Houston, TX is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- HV-Turbo / Cord -Turbo / Turblex / Siemens Energy, Inc – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

For technical support and/or spare parts for your Siemens equipment, contact us toll free at 1-800-299-1035

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
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Dan Chekay
Product Line Manager – Compressors and Pumps

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ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-13 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, 2014, AND ENDING DECEMBER 31, 2014."

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

Section 1. Ordinance No. 109-13, the 2014 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$53,425
To:	40216025-252000 Improvements Other Than Building <i>(Community Arts Center Upgrades (\$49,300); South Trace Irrigation Upgrade (\$4,125))</i>	\$53,425
From:	Unappropriated County Motor Vehicle Fund	\$5,000
To:	20516023-233300 Engineering Services <i>(Consultation on Traffic Signal Improvements)</i>	\$5,000
From:	Unappropriated Sewer Surplus Fund	\$84,000
To:	62416023-233300 Engineering Services <i>(Engineering Services for Bio Win Plant Model)</i>	\$25,000
To:	62416025-252000 Improvements Other Than Building <i>(Replacement Diffusers for Wastewater Treatment Plant)</i>	\$45,000
To:	62416025-253200 Capital Equipment <i>(Turblex Blower HMI Panel View Upgrade)</i>	\$14,000
From:	Unappropriated Sewer Replacement and Improvement Fund	\$25,000
To:	62316025-253200 Capital Equipment <i>(SCADA System Upgrades at Wastewater Treatment Plant)</i>	\$25,000

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