

First Reading: December 3, 2009
Second Reading: dispensed

RESOLUTION 2009- 155

**A RESOLUTION AUTHORIZING A CONTRACT FOR THE REFURBISHING OF A
FIRE APPARATUS, DISPENSING WITH THE SECOND READING, AND
DECLARING AN EMERGENCY**

WHEREAS, Sycamore Township has experienced some warranty issues with a Seagrave Fire Apparatus and Seagrave Fire Apparatus, LLC has agreed to perform the warranty items and has suggested a refurbishment to the apparatus while the warranty repairs are being made; and

WHEREAS, Sycamore Township desires to have the Seagrave fire apparatus refurbished in order to extend its useful life rather than expend the funds for a new apparatus;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. That the Township Administrator, Robert Molloy, is hereby authorized to execute the attached contract on behalf of the Township in order to provide for the warranty repairs and refurbishment on Fire Pumper Engine 92.

SECTION 2. The Board of Township Trustees of Sycamore Township, by at least a majority vote of all of its members, dispenses with the requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of Sycamore Township. The reason for the emergency is to provide the necessary vehicles to the Township EMS and Fire Department and to initiate the repairs and refurbishment as soon as possible.

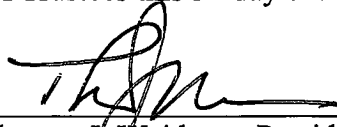
VOTE RECORD:

Mr. Bishop YES

Mr. Kent YES

Mr. Weidman YES

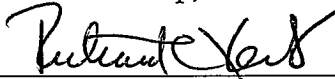
PASSED at the meeting of the Board of Trustees this 3rd day of December, 2009.



Thomas J. Weidman, President



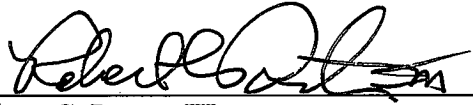
Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

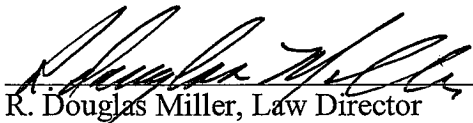
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Clerk, this 3rd day of December, 2009.



Robert C. Porter, III
Sycamore Township Fiscal Officer

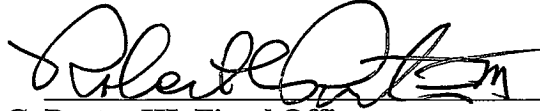
APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on _____ by posting in the five most public places as established by the Board of Township Trustees such places being the Sycamore Township Government Complex, Bob Meyer Park, Bechtold Park, the Robert L. Schuler Sports Complex, and the Clete McDaniel Sports Complex.

A handwritten signature in black ink, appearing to read "Robert C. Porter III", written over a horizontal line.

Robert C. Porter III, Fiscal Officer



SEAGRAVE FIRE APPARATUS, LLC

REFURBISHMENT AGREEMENT

THIS REFURBISHMENT AGREEMENT (this "Agreement"), dated as of this 18th day of November, 2009, is made by and between Seagrave Fire Apparatus, LLC, a Delaware limited liability company with an address of 105 E. 12th Street, Clintonville, Wisconsin 54929 ("Seagrave"), and The Board of Township Trustees of Sycamore Township, an Ohio Township with an address of 8540 Kenwood Road, Sycamore Township, OH 45236. ("Customer").

WHEREAS, Customer owns and controls the apparatus and equipment (the "Equipment") set forth on Schedule A attached hereto (the "Equipment Schedule");

WHEREAS, Customer desires to have repaired and refurbished, and Seagrave desires to repair and refurbish, the Equipment in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and intending to be legally bound hereby, Seagrave and Customer hereby agree as follows:

1. Services. Seagrave hereby agrees to (a) repair and refurbish the Equipment in accordance with the terms and provisions set forth on the Equipment Schedule and (b) provide such other services as are set forth on the Equipment Schedule (collectively, the "Services"). Customer hereby authorizes Seagrave to perform the Services and to take any and all actions in connection therewith, including, without limitation, the operation of the Equipment.

2. Pricing and Invoices. Customer agrees to pay the fees set forth on the Equipment Schedule for the Services, in U.S. dollars. Customer shall pay Seagrave 1/3rd of the amount due hereunder with the order, 1/3rd payment when the refurbishment project commences (or when the cab/chassis/body starts assembly) and the remainder of the amount due shall be paid ("Final Payment") before the truck is shipped from the repair facility. The Parties hereto will execute a change order to cover any additional fees if unforeseen items are found at teardown or items are not previously discussed or estimated. The Customer will supply the required change order at that time in writing. Each invoice shall include a description of the Services provided. Invoices shall be due thirty (30) days from receipt by Customer. Interest on past due amounts will be charged at the rate of one percent (1%) per month or the maximum rate allowable by law, whichever is less. All invoices must be paid in full by Customer prior to the Equipment leaving Seagrave's facilities. The Customer shall have the right to inspect the equipment upon completion of the work and prior to the equipment leaving Seagrave's facilities to insure the completeness of the work. The cost of the inspection, including travel and accommodations shall

SEAGRAVE FIRE APPARATUS, LLC

be paid by the customer. Unless an invoice is in dispute by the customer, the Customer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seagrave in connection with the collection of any past due invoices hereunder.

3. Taxes. Unless Customer provides Seagrave with a valid tax-exempt certificate, Customer will be charged applicable sales tax in connection with the Services provided hereunder. Customer hereby agrees to pay any such sales tax. Invoices shall separately identify any sales tax and shall include either Seagrave's sales tax or use tax permit number.

4. Time for Performance. Unless otherwise provided on the Equipment Schedule, all Services shall be provided within 240 calendar days of the date of this Agreement; provided, however, such time for performance may be extended in the event the Services set forth on the Equipment Schedule are modified or amended by the parties hereto.

5. Place of Performance. Performance by Seagrave of the Services shall take place at Seagrave's facility in Clintonville, Wisconsin (the "Facility"). Unless otherwise provided on the Equipment Schedule, Customer shall be responsible for the transportation of the Equipment to and from the Facility and all costs related thereto. In addition, Customer shall be responsible for the costs of any inspection trips.

6. Parts. Unless the Equipment Schedule indicates that parts are included, Customer will pay Seagrave's then current list price for any replacement parts necessary for the performance of the Services. The parts used by Seagrave to perform the Services will either be new or equivalent to new.

7. Term and Termination.

(a) Term. The term of this Agreement shall commence on the date of this Agreement and will remain in force unless terminated in accordance with provisions of this Agreement

(b) Termination for Default. Either party may terminate this Agreement for cause upon a material default by the other party, which default remains uncured thirty (30) days after written notice thereof is given to the defaulting party.

8. Incorporation By Reference; Conflict. The terms and conditions of the Equipment Schedule are incorporated by reference herein. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Equipment Schedule, the terms and conditions of the Equipment Schedule shall prevail.

SEAGRAVE FIRE APPARATUS, LLC

9. Independent Contractor. The Services of Seagrave shall be rendered as an independent contractor.

10. Limitation of Liability.

(a) Customer Articles. Seagrave shall not be liable for any damage or loss to any articles or personal property of Customer left in or on the Equipment.

(b) NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE EQUIPMENT SCHEDULE, SEAGRAVE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF ANTICIPATED PROFITS, ON ACCOUNT OF OR ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF ANY OBLIGATIONS UNDER THIS AGREEMENT.

(c) LIMITATION OF REMEDIES. SEAGRAVE'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND THE EQUIPMENT SCHEDULE SHALL BE LIMITED TO, AT SEAGRAVE'S OPTION, EITHER RE-PERFORMANCE OF ANY DEFECTIVE SERVICES OR REFUND OF THE FEES PAID FOR SUCH SERVICES. IN NO EVENT WILL SEAGRAVE'S LIABILITY EXCEED THE AMOUNT RECEIVED BY SEAGRAVE FOR ANY SERVICES PROVIDED HEREUNDER. SEAGRAVE SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE EXTENT ANY SUCH DAMAGES WERE CAUSED BY THE ACTS OR OMISSIONS OF CUSTOMER, ITS EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any applicable conflicts of laws.

12. Entire Agreement. This Agreement, the schedules and other writings referred to herein or delivered pursuant hereto that form a part hereof, contain the entire understanding of the parties with respect to its subject matter. This Agreement supercedes all prior understandings and agreements or representations by or between Seagrave and Customer with respect to the subject matter.

13. Notice. Any notices required or made hereunder shall be provided in writing by overnight delivery service, certified mail, return receipt requested, or confirmed facsimile transmission to the address of the party set forth in the preamble of this Agreement. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

SEAGRAVE FIRE APPARATUS, LLC

14. Amendments. This Agreement may be amended only by a written instrument duly executed by both the parties.

15. Arbitration. Any dispute, controversy or claim that cannot be resolved by the parties arising out of this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and a judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Arbitration shall be held in Milwaukee, Wisconsin or in such other location as the parties may mutually agree upon. Any arbitrators in connection with such proceeding may not award non-monetary or equitable relief of any sort or any punitive damages or other damages not measured by the prevailing parties' actual damages. All aspects of any such arbitration shall be treated as confidential.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together constitute a single instrument.

17. Force Majeure. If the performance of any obligation under this Agreement by Seagrave is prevented or delayed, in whole or in part, by reason of force majeure, or the consequence thereof, affecting Seagrave, such force majeure to include, but not limited to, acts of God, fire, flood, terrorism, war, civil unrest, government restrictions, lack of materials, lockouts, labor disputes or other causes not within the control of Seagrave, then Seagrave shall be given such additional time as is reasonable to perform in view of the nature and extent of the force majeure.

[Signature Pages to Follow]

SEAGRAVE FIRE APPARATUS, LLC

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement effective as of the last day and year set forth below.

SEAGRAVE FIRE APPARATUS, LLC

By: _____
Name: Mary J. Wenzel
Title: Executive V.P. / CFO

Date: _____

The Board of Trustee of Sycamore Township

By: _____
Name: Robert Molloy
Title: Township Administrator

Date: _____

Equipment Schedule / Schedule "A"

Customer:	Sycamore Township EMS & Fire Department
Equipment:	Seagrave Pumper, Engine # 92, S/N 78936 VIN 1F9E028T1XCST2036

As outlined in my letter dated June 15 2009, Seagrave Fire Apparatus is quoting the following repairs to your old E-92, Seagrave *SIN* 78936. Please review this proposal, approve those repairs to be performed and return the approved document with Purchase Order for those repairs required.

1. CAB and BODY REPAIRS Build replacement body from stainless steel for *SIN* 78936 including:
 - 1.1. New stainless steel doors installed where original galvanized steel or aluminum doors are installed on body
 - 1.2. body will be painted base coat/clear coat green as per other Sycamore Township. FD units
 - 1.3. to minimize the labor of transferring components from old body to replacement body, the replacement body will be constructed similarly to the original body. As such, the existing compartment door hinges, ladder rack, fenderettes, and other reusable components will be installed on the replacement body.

- 1.4. Seagrave would Repair Cab corrosion as noted by Pat Schutt in his recent review of truck including:
 - wheel well corrosion
 - front headlight panels corrosion
 - front nose skin corrosion
 - cab doors corrosion
 - refinish cab

No Charge

2. CUSTOMER CAB REPAIRS & TRANSFER REUSABLE COMPONENTS to NEW BODY
 - 2.1. install new compartment door hardware, i.e. latches, door rods, door struts, etc.
 - 2.2. labor to remove existing body and install new body on chassis
 - 2.3. labor to transfer reusable components to new body, e.g. door hinges, hosebed dividers, hosebed flooring, tool boards and shelves, ladder rack, fenderettes, lighting (compartment & exterior), handrails, folding steps, booster tank, aluminum tread plate & trim pieces and fasteners.
 - 2.4. labor to repair dings, dents, scratches, etc. on exterior surfaces of cab including front, sides, roof or doors.
 - 2.5. costs to refinish entire exterior of cab (green & white) in excess of Seagrave's cab repairs
 - 2.6. removal of existing bright finish "belly band" to match newer trucks \$54,900.00

2.7. Additional Cost items not priced which would be customer responsibility:

Replacement of damaged/unusable components, e.g. rub rails, ladder rack pump and cylinder, lights, fenderettes, sirens/speakers, bumper/gravel shields, etc. as determined during transfer of components to new body.

3. Replace Tailboard Step (damaged)	\$1,350.00
4. Replace Rubrails (w/black poly style like 78F61)	\$750.00
5. Replace existing exterior Handrails on Cab & Body w/Knurled Handrails	\$775.00
6. Replace existing seats & seatbelts w/new Bostrom Air Sierra (Driver) and Tanker 450 Officer and Rear-Facing Seats wired seatbelts; remove bench seat	\$6,100.00
7. Install Zico Folding Wheel Chocks (2) & Holders on body	\$776.00
8. Replace pump house running boards (damaged)	\$1550.00
9. Install stop for front Trash Line swivel (prevent cab damages)	\$125.00
10. Install Croft Backstop for Tailboard protection	\$3,420.00
11. Cover Inner Back Wall w/Aluminum Tread plate (ATP) (existing shelf and cabinet will be removed and shipped loose)	\$1,889.00
12. Install Jump Seats & Seatbelts on Back Wall	\$1,928.00
13. Replace Headliner and Engine Tunnel Cover	\$2,228.00
14. Clean & prep existing Pump Panels & refinish with Linex (black)	\$1,506.00
15. Replace existing Crew Area flooring w/NFPA Compliant ATP	\$2,172.00
16. Replace hinged Battery Box Cover	\$950.00
17. Replace emergency lighting and running lights (where possible) with LED lights. (Specific lighting change details available from Command Seagrave)	\$16,988.00
18. Transportation -roundtrip from Sycamore Township to Clintonville, WI	\$3,100.00
19. Install Graphics & Striping	\$2,000.00
20. Provide & install mounting and Igloo #431 Water Cooler (grey Zolatone)	\$578.00

- 21. Provide & install EMS tray on back wall (DA finish on exterior) \$570.00
- 22. Provide & install Hose Troughs on Crew Area floor (DA exterior finish) \$896.00

23. Repairs or upgrades performed by Seagrave Fire Apparatus would be warranted for 1 year against defects in materials or workmanship. The replacement body would receive a 10 year structural warranty and 10 year rust-through corrosion warranty against defects in materials or workmanship.

23.1. Existing running, ground step and compartment lights will be transferred to replacement body. Some of these items may be subsequently replaced by Command Seagrave as part of the lighting upgrades which they have proposed.

23.2. As noted previously, we will need your written approval of the specific items noted above and a Purchase Order for the total amount of all repairs desired before we can proceed with ordering replacement body.

24. The undersigned is prepared to manufacture for you, upon an order being placed by you for final acceptance by Seagrave Fire Apparatus, LLC, at its home office in Clintonville, Wisconsin, the apparatus and equipment herein named and for the following prices:

- {1} 1999 Seagrave Pumper, S/N 78936 Refurbishment for the sum of \$104,551.00 Each
One Hundred Four Thousand, Five Hundred Fifty One & 00/100 Dollars

TOTAL \$104,551.00
(State, Federal, FET or Local Taxes Not Included.)

25. Unless accepted within (60) days from the date bid, the right is reserved to withdraw this proposal.