

FAIRFIELD TOWNSHIP
RESOLUTION NO. 18-101

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE A SALT CONTRACT
WITH THE BUTLER COUNTY ENGINEER'S OFFICE FOR THE
2018-2019 WINTER SEASON.**

WHEREAS: Fairfield Township annually enters into an agreement for the purchase of road salt through the Butler County Engineer's Office; and

WHEREAS: The Butler County Engineer's Office meets all applicable State and local requirements through its bid process for road salt; and

WHEREAS: A copy of the salt contract has been attached and made a part of this resolution by reference;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to execute an agreement to participate with the Butler County Engineer's Office for the bidding and purchasing of road salt for the 2018/2019 seasons which will be \$62.98 per/ton for dump, attached hereto as Exhibit "A".

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: June 27, 2018

Board of Trustees

Susan Berding: Susan Berding

Shannon Hartkemeyer: Shannon Hartkemeyer

Joe McAbee: Joe McAbee

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 27th day of June, 2018.

ATTEST:

Shelley Schultz
Shelley Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director

CONTRACT NO. 2018-1M

THIS CONTRACT, made and entered into this 18 day of June in the year Two Thousand Eighteen by and between the Board of County Commissioners of Butler County, Ohio ("COUNTY"), and Cargill, Inc. ("CONTRACTOR").


WITNESSETH: That the CONTRACTOR has agreed, and by these presents does agree with the COUNTY for the consideration herein below mentioned, to provide at CONTRACTOR'S own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm, and substantial manner the Furnishing of ODOT Spec. 712.03 Bulk-Treated Sodium Chloride for Butler County, Cities, Villages and Townships. The provisions contained in the "Specifications" and in the "Schedule for Billing and Delivery," which were presented in the Invitation to Bid, are attached hereto as Exhibit A and Exhibit B, respectively, and are hereby incorporated into this contract.

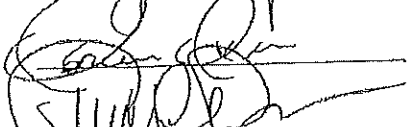
The quantity of 8,830 tons (more or less, as provided in the Specifications) of ODOT Spec. 712.03 Bulk-Treated Sodium Chloride for County use shall be provided at a unit price of \$68.48 per ton for pile and \$62.98 per ton for dump. The quantity of 6,580 tons (more or less, as provided in the Specifications) of ODOT Spec. 712.03 Bulk-Treated Sodium Chloride for City and Village use shall be provided at a unit price of \$68.48 per ton for pile and \$62.98 per ton for dump. The quantity of 13,475 tons (more or less, as provided in the Specifications) of ODOT Spec. 712.03 Bulk-Treated Sodium Chloride for Township use shall be provided at a unit price of \$68.48 per ton for pile and \$62.98 per ton for dump. The quantities for County, City, Village and Township use are to be billed and shipped directly to the County, City, Village or Township, as indicated on the "Schedule for Billing and Delivery" and as arranged directly between each jurisdiction and the CONTRACTOR, at the foregoing unit prices without further cost to any jurisdiction for delivery.

CONTRACTOR hereby agrees to release, indemnify, defend, and hold harmless Butler County and its agencies, offices, officials, and all employees thereof from and against any and all liability, actions, claims, suits, demands, costs, expenses, penalties, fines, or judgments on account of any loss or damage to any person or property or any failure to comply with governmental laws and regulations which result from or arise out of any act or omission of the Contractor or its subcontractors or the agents, officers, employees, or material men of either, jointly or severally, while engaged in the work to be performed under this contract.

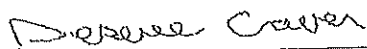
CONTRACTOR shall be responsible for the Contractor's work under this contract, and for the work of other parties undertaking any portion of the Contractor's responsibility or obligation, including compliance with all applicable local, State, and Federal laws and regulations concerning workplace safety.

IN WITNESS WHEREOF, the said COUNTY of Butler, Ohio, has caused its name to be affixed by the Board of County Commissioners, and CONTRACTOR has set its hand on the day and year aforesaid.





Board of County Commissioners



Authorized Representative of Contractor

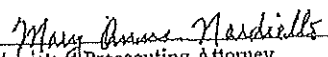
Desree Caver

Printed Name

Customer Care Representative

Title

Approved as to form only:



Assistant Prosecuting Attorney