

FAIRFIELD TOWNSHIP
RESOLUTION NO. 18-147

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW SIGN FOR THE
ADMINISTRATION BUILDING FROM STEWART SIGNS,
AT A TOTAL COST OF \$18,000.00.**

WHEREAS: It has been determined that a new sign for the Administration Building will benefit to the Township residents and will make the Administration Department run more efficiently; and

WHEREAS: The sign will be purchased out of Fund No. 1000-760-730;

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 purchase of a new sign for the Administration Building, from Stewart Signs at a total cost of \$18,000.00, as listed on the attached 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: September 19, 2018

Board of Trustees

Susan Berding: Susan Berding
Shannon Hartkemeyer: Shannon Hartkemeyer
Joe McAbee: Joe McAbee

Vote of Trustees

Yes
Yes
No

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 19th day of Sept, 2018.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

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



Fairfield Township
6032 Morris Road
City View Heights, OH 45011

Consultant:
Jane Hyde, x174
jhyde@stewartsigns.com
Direct Fax: (888) 328-4524
Customer ID: 3145872
Quote #: 921430 / 1
Quoted: 9/11/2018

Attn: Tim Thomas
513-785-2240

DESCRIPTION

5'x 8' Double Sided 16mm TekStar Sign Cabinet with 40x 140 Full Color LED Display. Thermoformed Makrolon SL
Faces Decorated on Inside Surface with 3M Vinyl Graphics. 12" Deep Extruded Aluminum Hinged Cabinet.

Face / Cabinet Details

Internal TekStar Cabinet with Complete LED Display
Assembly, 16mm 40x140 Color

Electrical Information

Horizontal LED Illumination Package for a 3' x 8' Cabinet
Dusk To Dawn Sensor

One 20 Amp Circuit, 240 Volts; Max Draw: 11 Amps
LED Communication Method: Short-range Wireless;
connectivity requires line-of-sight between sign antenna
and wireless device antenna mounted on building by
customer. Maximum distance of 1,500 feet* between
antennas.

SignCommand.com Cloud-Based Software Included FREE for
Lifetime of Product. Please visit www.signcommand.com
for more information**.

TekStar USB Box with 3' flexible conduit attached to
cabinet and the USB Box to be remote mounted by
customer

Structural Details

Mount Style: 2"x 2" x 1/4" Aluminum Mounting Brackets: 1
Set per Side and 2 Sets on Bottom.

Miscellaneous Items

Shipping included

*** Review Custom Artwork for Text, Graphic and Layout Details ***

Draft: White

Header Copy: White

Investment:	\$20,881.00
Special Price:	\$18,000.00

Unless otherwise noted in Special
Instructions, these prices are valid for 30
days.

Freight, storage, other freight services and
applicable sales tax will be added to your
invoice.

Organizations exempt from sales tax must
include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: Net 30 Days

** By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Your Consultant: Jane Hyde (800) 237-3928, x174	Customer ID: 3145872	Quote Number: 921430 / 1	Date Quoted: 9/11/2018
--	----------------------	--------------------------	------------------------

Customer's Authorized Signature

Print Name

Date

Jane Hyde, Regional Sales Manager - Muni/Civic
Divisions
(800) 237-3928, x174

9/11/2018

Date

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3145872

Quote Number: 921430 / 1

Date Quoted: 9/11/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)

Fairfield Township
6032 Morris Road
City View Heights, OH 45011

*** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below ***

INVOICE (via USPS)

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for a period of three (3) years.
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3145872

Quote Number: 921430 / 1

Date Quoted: 9/11/2018

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

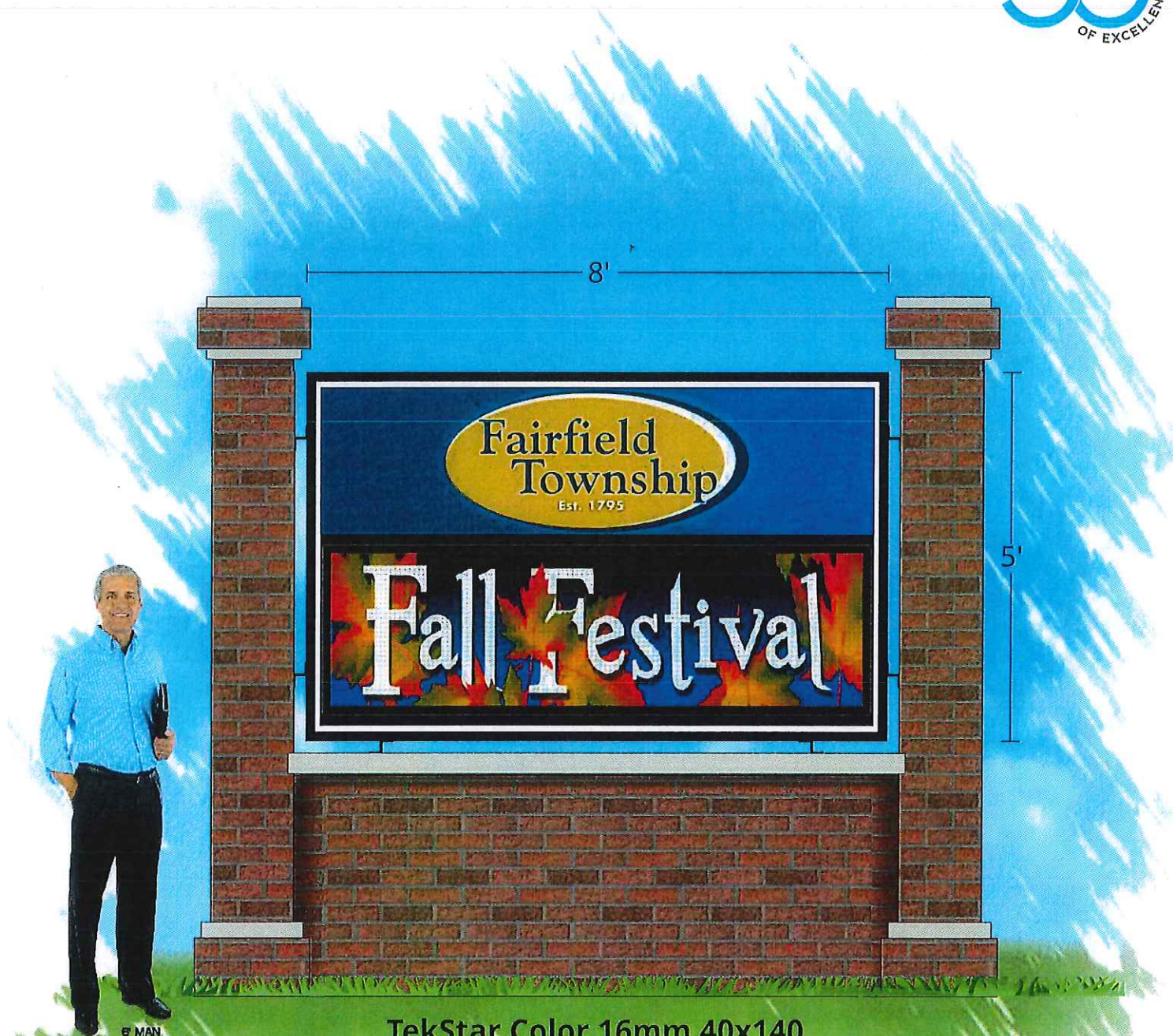
Stewart Signs Customer Satisfaction

2201 Cantu Court, Suite 215

Sarasota, FL 34232

Phone: 855-841-4624

Web: www.stewartsigns.com/support/



TekStar Color 16mm 40x140

CABINET SIZE: 5'x8'

CAPABILITIES 1 TO 5 ROWS 4.4" TO 25.2" CHARACTERS

REMOTE USB

NOTE:

In order to ensure that the sign does not over heat;
any masonry structure will need to be built such that a 2"
air gap is maintained around the sign's cabinet.

Header Vinyl: Photo Real

Paint Color: Black

Text Color: Photo Real

Draft: White

Cowling Text Vinyl: N/A

Approved as shown

Date _____

Approved with listed changes

Date _____

GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match between ink, vinyl, paint, or LED color. Brickwork, masonry and landscaping is not included in the proposal. Measurements shown are approximations; dimensions of final product may vary. LED images shown are simulated to replicate optimum viewing distance. Sign is designed to be illuminated at all times. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics appearing darker than expected.



stewart signs
America's Premier Sign Company

1/2"=1'

Sk: 921430-1

Cust: 3145872

8/28/2018

Ca/JHyde

PROPOSAL

ORIGINAL DESIGN DO NOT DUPLICATE

PH. 1-800-237-3928 - FAX 1-800-485-4280