

# RECORD OF RESOLUTION

Resolution No. 2022 R- 07 Passed December 19, 2022  
YEAR

## VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO RESOLUTION NO. 2022-R-07

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO CONTRACT WITH PITTSBURG TANK & TOWER GROUP FOR WATER TOWER TANK MAINTENANCE AND DECLARING AN EMERGENCY

WHEREAS, the Village maintains a 1000,000-gallon, 129 foot, elevated water tank located on Ashtabula Street in the Village of North Fairfield; and

WHEREAS, prior to 2021, the last inspection of the water tower was performed on October 28, 2018; and

WHEREAS, the Village most recently contracted for a water tower inspection with Pittsburg Tank & Tower on September 3, 2021 who submitted a Report for Job No.: 321353; and

WHEREAS, the detailed Water Tower Inspection Report No.: 321353 recommended certain maintenance be performed; and

WHEREAS, after a review of the report and further discussions with Village Council and Pittsburg Tank, the Village Administrator obtain proposals and quotes from Pittsburg Tank; and

WHEREAS, Village Council now wishes to proceed with the maintenance of the Water Tower and authorize the Administrator to enter into contract with Pittsburgh Tank & Tower Group based upon the latest proposal of November 10, 2022; and

WHEREAS, Village council provided preliminary authorization to Administrator to enter into contract with Pittsburg Tank & Tower Group by Motion of Village Council on November 21, 2022.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

SECTION 1. That Village Council hereby accepts the proposal / quote submitted by Pittsburg Tank & Tower Group dated Thursday, November 10, 2022, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SECTION 2. That the Village Administrator is hereby authorized and instructed to enter into contract with Pittsburg Tank & Tower Group for the scope of work and terms

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outlined in the proposal dated Thursday, November 10, 2022.

SECTION 3. RETROACTIVE. That this authorization is retroactive to November 21, 2022.

Council expressly intends the authorization adopted herein to operate retrospectively pursuant to Section 1.48 of the Ohio Revised Code.

Council further finds that the retro activity herein to be remedial in nature and the retroactive application does not take away or impair vested rights acquired under current existing laws, nor does it create new obligations, nor imposes a new duty, nor attaches a new disability, in respect to transactions or considerations already passed and adopted.

SECTION 4. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 5. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

*To immediately assure to safe operation of the Village Water Works and preliminary authorization was granted by Motion of Council on November 21, 2022.*

SECTION 6. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this legislation shall take effect at the earliest period allowed by law.

PASSED AND ADOPTED on this 19<sup>th</sup> day of December, 2022.

Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

YEAS: 6 NAYS: 0 ABSTAIN: 0

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## AUTHENTICATION and ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.

  
MAYOR

  
FISCAL OFFICER

First Reading: December 5, 2022  
Second Reading: December 19, 2022 (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))  
Third Reading: December 19, 2022 (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:

  
VILLAGE SOLICITOR, Steve Palmer

## CERTIFICATE OF POSTING (RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority (See Ord 2019-O-12) for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Fiscal Officer Office, 3 East Main St., North Fairfield, Ohio; and
- 2) North Fairfield Village Hall, 3 East Main St., North Fairfield, Ohio.; and
- 3) North Fairfield Public Library, 5 East Main St., North Fairfield, Ohio; and
- 4) North Fairfield Post Office, 1 North Main St., North Fairfield, Ohio; and
- 5) Electronically online at official Village website

  
FISCAL OFFICER

ATTACHMENT

# PITTSBURG TANK & TOWER GROUP

MAINTENANCE DIVISION Since 1919

*"100 years and still climbing"*

1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: 270-826-9000  
F: 270-767-6912  
[www.pttg.com](http://www.pttg.com)

Thursday, November 10, 2022

Tom Leto  
Village Administrator  
Village of North Fairfield  
P.O. Box 188  
3 East Main Street  
North Fairfield, OH 44855  
419-744-2235  
419-541-7539 Cell  
[leets7272@yahoo.com](mailto:leets7272@yahoo.com)

Tom,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group**  
Maintenance Division

**Brandon Stone**  
National Account Manager  
270-869-9400 Ext: 4662  
270-873-8316 Fax  
[bstone@pttg.com](mailto:bstone@pttg.com)

# PITTSBURG TANK & TOWER GROUP

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Thursday, November 10, 2022

TO : Village of North Fairfield  
P.O. Box 188  
North Fairfield, OH 44855  
EMAIL : [leets7272@yahoo.com](mailto:leets7272@yahoo.com)

ATTN : Tom Leto  
Village Administrator  
PHONE : 419-744-2235  
CELL : 419-541-7539

**Re: Maintenance on tank located on Ashtabula Street, North Fairfield, OH 44855.**

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 100,000-gallon elevated water tank (D-30'; HWL-129'; LWL-99'; HR-30')**

## SCOPE OF WORK

Price	Work Proposed (Open Shop Wages)	Critical Deficiency	Non-Critical Deficiency	OSHA	Structural	Preventive Maintenance
\$1,200.00	Clean the area around the anchor bolts, tighten the anchor nuts to specifications, then tack weld on the circumference of the nut-to-base plate connections and bolt-to-nut connections.					X
\$2,000.00	Replace the existing drain valve with a frost proof drain valve, complete with a locking device and a splash pad. <i>Splash pad to be installed by owner.</i>		X			
\$16,500.00	Extend the overflow down the exterior to grade with same size pipe, complete with standoffs every 10' on center, an elbow fitted with a flapper valve and screen, and a splash pad. <i>Splash pad to be installed by owner.</i>		X			
\$9,000.00	Adjust the windage rods, as needed. This work should be performed on an emergency basis (3-Bays).	X			X	
\$5,675.00	Replace the existing roof vent with a vacuum-pressure, frost proof vent and screen. This work should be performed on an emergency basis.	X			X	
\$4,400.00	Reinforce the strut ends by welding				x	x

Depending on the number of items accepted, prices may vary. Please refer to applicable codes.

The above to be completed for the sum of..... **\$38,775.00**  
**Thirty-eight Thousand Seven Hundred Seventy-Five Dollars and Zero Cents.**

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by owner.

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
New and Used Tanks

Thursday, November 10, 2022

**Terms & Conditions**

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (c.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**TERMS**

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms  
**\*MasterCard, Visa and American Express are accepted, with prior authorization\***  
**Payments made by credit card will be subject to a processing fee of 3%.**  
**Interest will be applied to payments not received in accordance to payment terms.**

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS**

Accepted : \_\_\_\_\_, 2022

Company : Village of North Fairfield

By : 

Title : Administrator

Respectfully Submitted by:

**Pittsburg Tank & Tower Group  
Maintenance Division**

By : \_\_\_\_\_  
Jordan Pyles, Executive Director of Sales  
[jpyles@pttg.com](mailto:jpyles@pttg.com)  
270-869-9400 Ext: 4601

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
New and Used Tanks