



RESOLUTION G2017-024

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AGREEMENT WITH LEGENDS TO REDESIGN THE WEBSITE AND ADD ENEWSLETTER AND LIST-SERVE CAPABILITIES IN AN AMOUNT NOT TO EXCEED \$5,000.00

WHEREAS, the Trustees have determined that the website needs to be updated to provide better communication with the residents and to incorporate enewsletter and list-serve capabilities; and

WHEREAS, the Township Administrator looked at multiple vendors and has recommended Legends to upgrade the website; and

WHEREAS, the Trustees feel that it is in their best interest to provide clear communication to the residents and to move to a greener approach in the future where the township will have the ability to email newsletters and blast out information to residents via email or text message; and

WHEREAS, the Township Administrator has reviewed this cost and finds that it is a reasonable expense and will increase our communications with the community; and

WHEREAS, the Township Trustees have agreed to update the website and hire Legends to redesign our page and add the listserve and enewsletter capabilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. The Symmes Township Trustees hereby authorizes the Township Administrator to sign an agreement with Legends to redesign the website and add ENewsletter and List-serve capabilities in an amount not to exceed \$5,000.00.

Section 2. The funds for this shall be allocated from the General Fund (#01).

Section 3. The Fiscal Officer is hereby authorized to make payment to Legends, 8118 Corporate Way, Suite 105, Mason, Ohio in an amount not to exceed \$5,000.00 upon receipt of the invoice.

Section 4. Upon majority vote does hereby dispense with the requirement that this

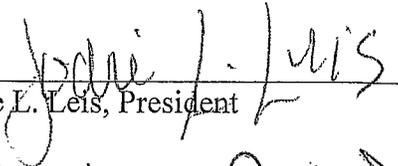
Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 5. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

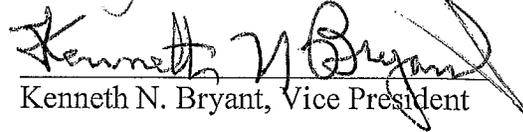
ADOPTED MAY 2, 2017 – RESOLUTION G2017-024

Vote Record: Ms. Leis AYe Mr. Bryant Aye Mr. Beck Aye

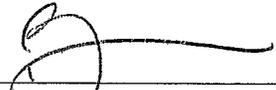
BOARD OF TRUSTEES:



Jodie L. Leis, President



Kenneth N. Bryant, Vice President



Philip I. Beck, Trustee

ATTEST:

Carol A. Sims, Fiscal Officer

APPROVED AS TO FORM:



Kevin McDonough, Law Director



LEGEND WEB WORKS LLC

8118 Corporate Way, suite 105 ▪ Mason, OH 45040
phone 877.353.4363 ▪ fax 866.902.8959 ▪ www.LegendWebWorks.com ▪ sales@legendwebworks.com

Web Service Agreement (Responsive)

Thank you for choosing Legend Web Works, LLC as your service provider.

I. Service Terms and Conditions

Your primary domain name is: **www.SymmesTownship.org.com**

Your service includes:

- o One custom branded home page
- o One custom online form with up to 10 fields
- o Admin tools to edit text and photos
- o Admin tools to edit seo information
- o Built-in website statistics
- o Management of 1 domain of your choosing
- o Secure business class hosting
- o Up to 10 email accounts
- o Three moodboard choices
- o Four design consultations
- o Up to **12** modules from our software library.

Please Note: The following items may incur additional cost if they are not included in this agreement.

- o Entering or importing any website content.
- o Creating original text, images or logos for the website including logos not submitted in vector eps format
- o Any consultations or requests beyond the terms of this agreement
- o All offsite consultations including travel time. Consultations may be at Legend Web Works or via online meeting.

II. Payment Terms and Conditions

Optional services:

\$30 SSL Certificate (requires an additional annual fee of \$120)

\$250 Facebook setup and branding

Nonrefundable setup fee: **\$3,000** plus selected optional services

Recurring service fee: **\$75** plus tax due monthly

Service fee start date: **01-JUL-2017** (This offer is subject to change if not signed prior to the service fee start date)

Service term minimum: **12 months** (Thereafter your service will convert to a month-to-month term)

Please Note: All service fees within the service term minimum are due regardless of early cancellation.

- o We must receive your setup fee and a completed agreement prior to initiating any work.
- o Cancellation requests must be submitted via our Cancellation Form. A signed Cancellation Form must be received by Legend Web Works, LLC a minimum of **sixty (60) days** prior to the end of your Billing Cycle. Cancellations submitted later than this time may result in automatic renewal of your service plan.
- o Invoices and the current billing policy are available via your online account at www.LegendWebWorks.com.



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Service payments will be charged to the following payment information on file:

Payment Method: MasterCard Visa Discover AMEX eCheck (additional form required) *check*

Credit Card #: _____ Exp Date: ____/____ Sec Code: _____

Cardholder Name: _____

Billing Address: *9323 Union Cemetery Rd Symmes Township OH 45140*
billing address city state postal code

III. Additional Terms and Conditions

All computer code created by us for your website is the intellectual property of Legend Web Works, LLC. In the event you desire to use this computer code on your own or a third party's server, you must purchase the rights to such computer code at the current fair market value, but in no event less than \$2,500 plus \$250 per website page. Should you use this computer code on your own or a third party's server without our permission, we will invoice you for the fair market value of the computer code (but not less than \$2,500 plus \$250 per website page) and you agree to pay such invoice within thirty days of receipt.

You agree that any website content you provide to us for use in the website we create for you does not infringe the copyright or other intellectual property right of any third party.

Our maximum liability to you pursuant to this agreement shall not exceed one (1) month's service fees we have received from you pursuant to this agreement.

In the event we are required to pursue a legal remedy against you for your breach of this agreement, we shall be entitled to collect from you our reasonable attorney's fees and expenses incurred in pursuing such remedy.

This agreement will be governed by the laws of Ohio, and any disputes shall be resolved in the state courts sitting in Hamilton County, Ohio, or the United States District Court for the Southern District of Ohio, and you agree to submit to the personal jurisdiction of any such court in the event of a dispute.

Legend Web Works, LLC reserves the right to modify or terminate this agreement at any time with 60 days written notice.

Authorization

By signing below:

- o I agree to contract Legend Web Works, LLC to perform the services outlined in this agreement.
- o I agree to pay all service fees within the service term minimum regardless of early cancellation.
- o I have read and agree to the payment terms and conditions included at www.LegendWebWorks.com/BillingPolicy.pdf which terms and conditions are incorporated herein.

Authorized Representative: *Kimberly Ingersoll* Date: *5.2.17*

Kimberly A. Lapensee

From: Kedrick Fitzgerald <kedrick@legendwebworks.com>
Sent: Wednesday, March 22, 2017 10:31 AM
To: Kimberly A. Lapensee
Subject: Thank You
Attachments: IntroductionLetter.pdf

Importance: High

Kim,

Thank you for taking the time to meet with me yesterday. We appreciate the opportunity to work with Symmes Township.

I have attached an intro document for your board outlining our service and pricing.

In summary we can provide a new, custom branded, responsive website for:

Setup fee: \$3,000
Monthly fee: \$75
Hourly billable rate: \$100

We can also setup Contact Contact and train your staff how to manage it. Setting up the account and your first template may take 2-3 hours. Assuming training time is 6-8 hours we estimate approximately \$1,000 - \$1,200.

Your current turn around time for new websites is 10-12 weeks.

Please feel free to contact me with any questions.

Thank You

Kedrick Fitzgerald
Business Development
Legend Web Works, LLC
www.LegendWebWorks.com
513.492.9008 - phone
866.902.8959 - fax

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8118 Corporate Way • Suite 105 • Mason, OH 45040
phone 877.353.4363 • fax 866.902.8959 • kedrick@legendwebworks.com

Thank you for allowing Legend Web Works the opportunity to serve your organization.

We are a **Google Certified Partner** currently supporting websites in more than 300 cities throughout the United States and Canada including **500+ local businesses** in our home market of Cincinnati.

We offer our turn-key website service in two packages:

1. **Responsive Package:** \$3,000 setup / \$75 per month
2. **Standard Package:** \$800 setup / \$65 per month

Each package includes:

- **A Dedicated Project Manager** who works with you to create a website and online marketing strategy based on your specific goals and industry needs.
- **Meetings with our Design Team** to create custom branding for your website. Our Design Team recognizes each organization has specific branding requirements and will work with you to ensure your website branding meets or exceeds your expectations.
- **Content Management Tools** to edit text, stream video, and upload photos or documents to your website. If you have questions about your Content Management Tools after your website is completed your Dedicated Project Manager is available to assist you.
- **Secure Domain Name Registration** ensuring your domain is properly registered and renewed.
- **Secure Business Hosting** in our Tier IV data center located within the continental United States. Tier IV data centers are the gold standard in our industry and are composed of multiple active power and cooling distribution paths, have redundant components, and are fault tolerant, providing 99.995% availability.
- **POP3 Email Service** compatible with Microsoft Outlook, Apple Mail, and most other email applications. Each email account comes with a web-based interface so you can view and manage your email anywhere in the world.
- **Online Tools** to track your website visitors and statistics.



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I have included summary information about our company below. You can find more in-depth information about us at www.LegendWebWorks.com.

- o During the past 15 years, we have served businesses from small start-up firms to major corporations. We currently maintain thousands of web pages for companies throughout North America. Some of our local clients include:
 - 1st National Bank
 - Cincinnati Dental Services
 - Cincinnati Nature Center
 - Grippo's Potato Chips
 - Lebanon City Schools
 - Lebanon Chamber of Commerce
 - Mason Bands
 - Millford Schools
 - Talbert House
 - Sharonville Chamber of Commerce
 - The Bon Bonerle
 - The Cincinnati Observatory
 - The Golden Lamb

- o We were included in the prestigious *Business Courier Book of Lists* for 2010, 2011, 2012, 2013, 2014, 2015 and 2016 as one of the leading web design firms in the Tri-State region.

- o All of our team members are full-time employees of Legend Web Works and work in our Mason, OH office. This ensures we have complete control over the quality of our work and the ability to address client issues quickly when a need arises.

Thank you for your time and consideration.

Kedrick Fitzgerald
Business Development
513.492.9008
Kedrick@LegendWebWorks.com



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RESOLUTION G2017-025

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO PURCHASE A WORK TRUCK FOR THE PARKS DEPARTMENT FROM BOB ROSS GMC AND KE ROSE IN THE AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, it has been determined by the Public Works Director that a work truck that is now being used by the Parks Department is in need of replacement due to its age and mileage; and

WHEREAS, the Trustees did budget to replace the truck this year; and

WHEREAS, it is necessary to maintain the parks for the safe and effective operation of Symmes Township public works services and the general public and the truck is used to maintain all of the parks; and

WHEREAS, Symmes Township participates in the Ohio State Bid program therefore the Township would not be required to bid out the truck to multiple vendors; and

WHEREAS, the Symmes Township Trustees have decided to replace the work truck for the Parks Department and trade in the old vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. The Symmes Township Trustees hereby authorizes the Township Administrator to purchase a new work truck from Bob Ross GMC and outfit the truck from KE Rose in an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00).

Section 2. The funds for the work truck shall be taken from the Parks Levy Fund (#12).

Section 3. The Fiscal Officer is hereby authorized to make payment to Bob Ross GMC and KE Rose in an amount not to exceed \$40,000.00 with the trade in value once the truck has been delivered and the Public Works Director has given final approval.

Section 4. That the appropriation for line item 12-A-05 be increased from \$18,000.00 to \$58,000.00 to accommodate this purchase.