

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-46**

**RESOLUTION AUTHORIZING THE PURCHASE OF FENCING FOR THE MILTON STREET PARK
FROM MONSTERS FENCE LLC IN THE AMOUNT OF \$6,375.00
PAID FROM THE ARPA FUND 2272.**

WHEREAS: The Board of Trustees approved adding updated playground equipment for ages 2-5 to the Milton Street Park in November of 2024; and

WHEREAS: The Board of Trustees were awarded \$150,000.00 from Butler County's ARPA/SLFR fundings (Resolution 24-99) for Milton Street playground improvements; and

WHEREAS: Fencing will need to be installed around the perimeter of the park once the new playground has been installed.

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 fencing for the Milton Street Park from Monsters Fence LLC in the amount of \$6,375.00 paid from the ARPA Fund 2272.

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 the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

SECTION 5: 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 6: This resolution shall take effect at the earliest period allowed by law.

Adopted: March 11, 2025

Board of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

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 11th day of March, 2025.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri
Katherine Barbieri, Township Law Director

ESTIMATE

MONSTERS FENCE LLC
8080 Beckett Center suit # 128
West chester township, OH 45069

monstersfencellc@icloud.com
+1 (513) 690-1361
<https://www.monstersfencellc.com/>



Bill to

Fairfield Township
2025 Milton Street. Hamilton Ohio 45015

Ship to

Fairfield Township
2025 Milton Street. Hamilton Ohio 45015

Estimate details

Estimate no.: 1132
Estimate date: 03/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		 4' high black chain-link		1	\$6,375.00	\$6,375.00
Total						\$6,375.00

Accepted date

Accepted by

40

81'

playground

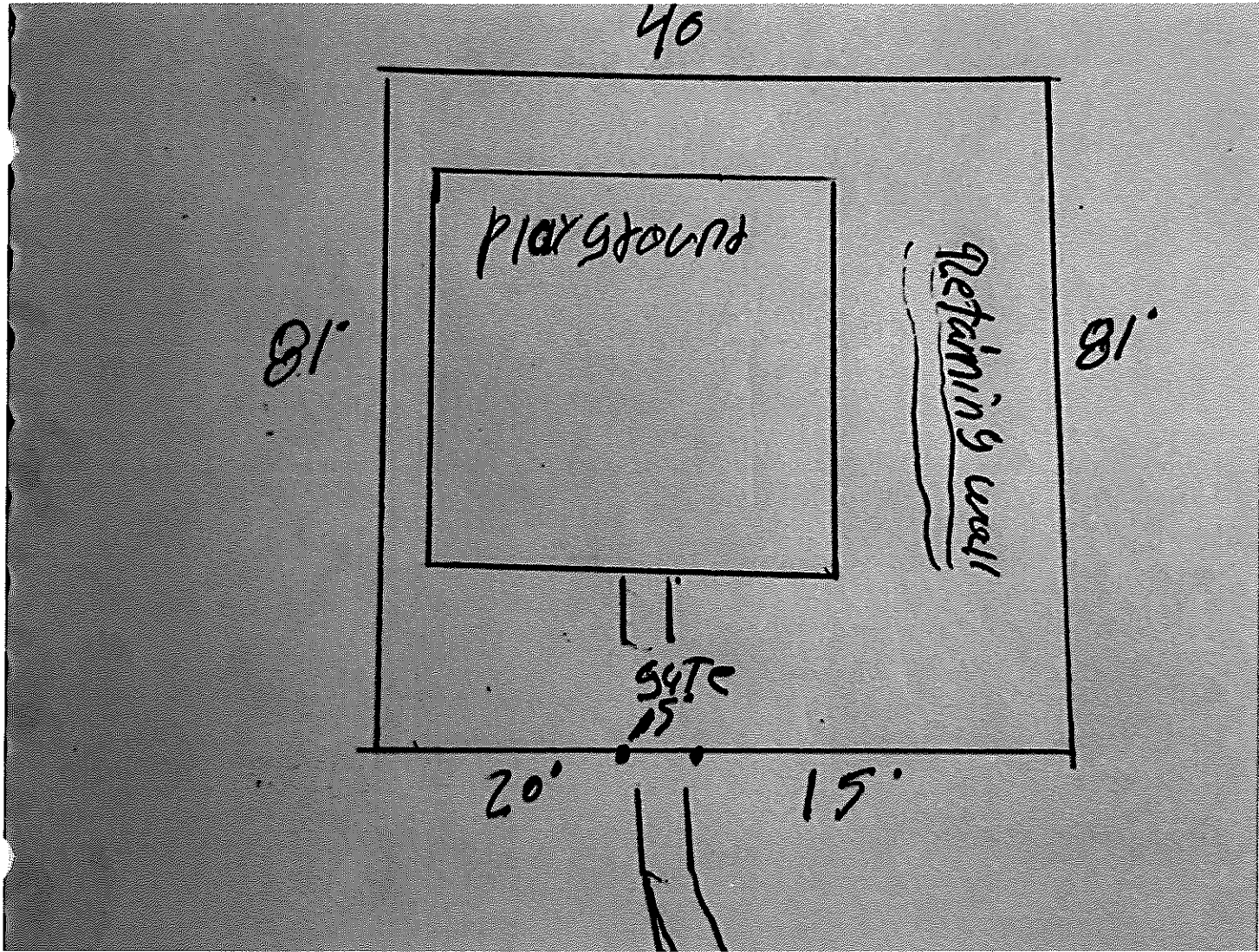
Retaining wall

81'

gate

20'

15'







Fusion Company
 4741 Devitt Drive
 Cincinnati, Ohio 45246
 513-715-1306

03/04/2025

Company Representative
 Nick Schumann
 Phone: (513) 349-9466
 nick@fusionrfco.com

Jeff Bennett
Fairfield Public Works
 2025 Milton Street
 Hamilton, OH 45015
 (513) 939-6567

Job: Jeff Bennett

4' Commercial Black PVC Coated Chain Link Fence (228')

- Auger holes and install all posts in concrete. Terminal posts to be 2 7/8" and line posts 2 3/8".
- Install approximately 228 ft of 4' tall galvanized PVC coated commercial grade chain link fence.
- Right side of fence will be install along a retaining wall.
- Fabric will be 9 gauge with 2" mesh. Top rail to be 1 5/8".
- Fasten loop caps on all line posts at the top rail and post caps on terminal posts.
- Hang one 5' single gate over the walk way(see map for location)
- Dirt spoils to be spread evenly through the turf at all posts and large rocks removed.

Approximate Start Date: 2-3 weeks from paid 30% deposit.

* 2 Year workmanship warranty *

** FULL BALANCE DUE AT COMPLETION**

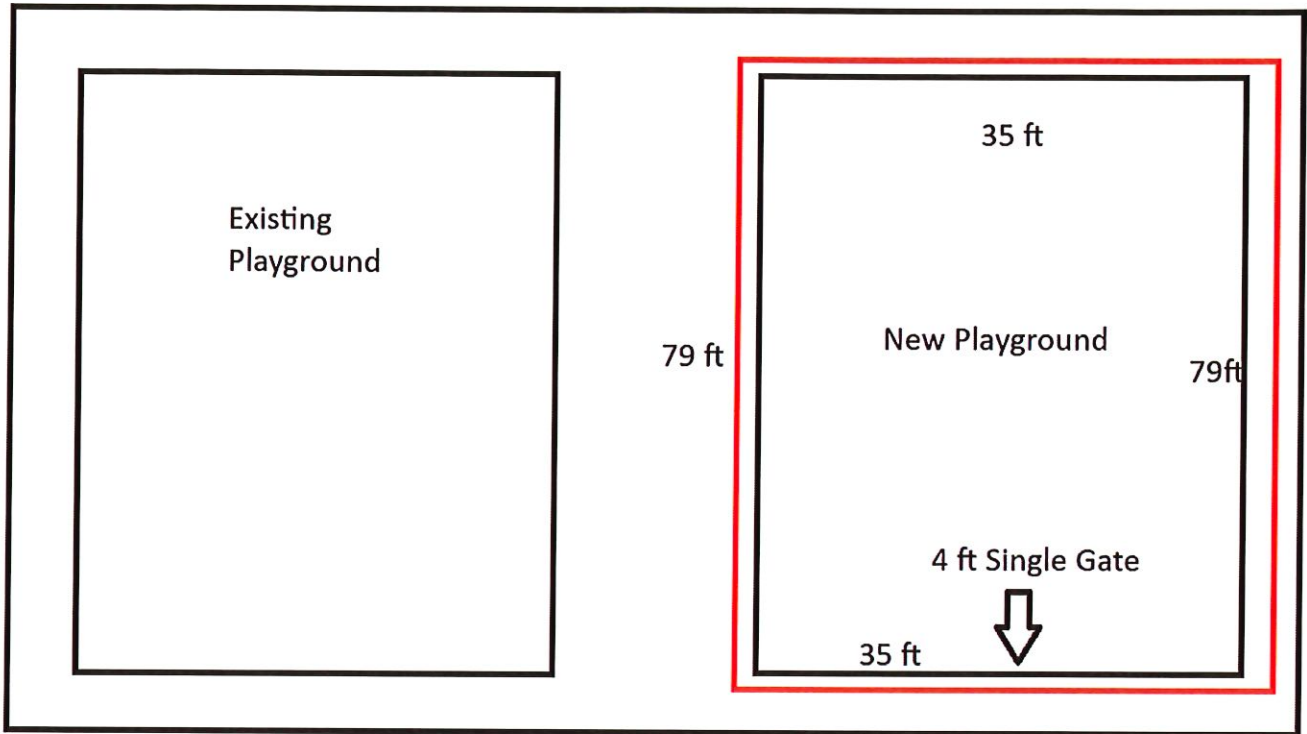
- * Removal of underground blockages such as tree roots, concrete, and rocks larger than 1' in diameter to be additionally charged to the customer on a time and materials basis at \$50 per man hour.
- * Customer to have fence line cleared of obstructions and proposed line to be properly staked or marked.
- * No warranty against warping, splitting, and cracking of lumber after installation has been completed.
- * Fusion Fence Company is not responsible for damage to public or private underground utilities, invisible dog fence wires, irrigation lines, electric lines, drain or plumbing lines, or landscaping.
- * Property owner is responsible for pulling permits, if needed.
- * Homeowner is responsible for verifying property line boundaries prior to installation.

TOTAL

\$8,482.41

Starting at **\$164/month** with **Acorn** FINANCE • **APPLY**

- The prices noted, specifications, and conditions are satisfactory and are hereby accepted.
- Fusion is authorized to do the work as specified.
- Overdue invoices will incur a 2% late fee per month.
- Credit card transactions will incur a 3% processing fee. Online bank transfers have no additional charges.
- Receipt of signed proposal and payment of required deposit, if any, will place work into the queue for installation.
- Payment is due immediately upon completion of work.
- Products are installed to meet manufacturers' specifications.
- In the event of a default by the customer, herein, the customer shall be responsible for all of seller's expenses incurred in connection with the enforcement of this agreement, including attorney fees and court costs, and other collection expenses.







6315 Wiehe Road | Cincinnati, OH 45237
 (513) 631-0333 | www.millsfence.com

RECIPIENT:

Fairfield Twp Public Works

2025 Milton Street
 Hamilton, Ohio 45015
 Phone: 513-939-6567

Estimate #24504

Sent on 03/06/2025
 Job Ces Navera
 Estimator: ces@millsfence.com
 (937) 304-2703
 Job Contact Info Jeff Bennett
 jbenett@fairfieldtwp.org
 Prevailing Wage? No
 Job Type (Res. or Comm.)? Commercial
 Job Title 03.04.2025 - Fairfield Twp
 Public Works Proposal

Total \$10,822.00

Product/Service	Description	Total
Commercial Black Vinyl-Coated Chain Link	<p>FURNISH & INSTALL: - 233 LF of Black Vinyl Chain Link Fence with bottom rail and one (1) single walk gate</p> <p>SPECIFICATIONS: - 4' high, commercial grade, SS-40 weight steel pipe, Black powder coated fence frame - Chain link mesh to be Black Vinyl coated 9 gauge core wire/6 gauge finish - 1-5/8" top & bottom rails, 2-1/2" line posts, and 3" end/terminal posts - 5' wide single walk gate with standard hardware (bulldog hinges & strong arm latch) - All posts to be set in concrete</p> <p>Total Investment: \$10,822</p> <p>Note: One (1) year labor warranty from Mills Fence</p> <p>OUPS: Rear/B Sides ***** Point/Off Road: ~ 45 LF ***** Dist/Cross St: Belmont Avenue</p>	\$10,822.00*

Total \$10,822.00



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(513) 631-0333 | www.millsfence.com

Terms and Conditions of Sale

Terms of payment are noted on Mills Fence's invoice. Interest will be charged at 1-1/2% per month (18% per year) on all past due accounts. With respect to commercial customers only, all costs of enforcement of these terms and conditions of sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Mills Fence, shall be paid by customer. Mills Fence reserves the right to cancel this order, delay delivery, repossess materials or demand immediate full or partial payment in advance of delivery if customer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligation owed to Mills Fence. 50% deposit required upon proposal acceptance for all residential installations. Deposit only refundable within 72 hours of transferring funds to Mills Fence. Installation dates and times are approximate, are not guaranteed and are subject to change.

Mills Fence will arrange to have public underground utilities marked prior to installation. Mills Fence assumes no responsibility for any unmarked public or private underground obstructions such as underground utilities, sprinkling systems, pipes, cables, drain tiles, tree roots, vegetation, or property lines. Customer understands that the fence line must be clear of all obstructions and that s/he will stake or mark the fence line. All customers are required to obtain their own permit, by contacting their local municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Mills Fence will repair or replace at our option any of our work that may prove to be defective in its workmanship or materials within a period of one year from the date of installation. As a condition precedent to this warranty, Customer grants Mills Fence the right to place a sign on the fence that is no more than 12" wide and no more than 6" high in a location solely determined by Mills Fence. MILLS FENCE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF MATERIAL (i.e., WOOD PRODUCTS) SOLD BY MILLS FENCE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN MILLS FENCE ARE THEIRS, NOT MILLS FENCE'S, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.

Wood will warp, twist, and develop cracks during the drying process. Wood privacy fence will also develop small gaps between boards due to shrinkage. This is natural and expected and is not covered under warranty. Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

The laws of the State of Ohio shall apply in the construction of these terms of the contract or any dispute arising hereunder without giving effect to such jurisdiction's conflict of laws principles. Customer submits to jurisdiction in the courts of Hamilton County, Ohio.

In the event any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner. This proposal may be withdrawn if not accepted within 30 days

Signature: _____ Date: _____

Fairfield Twp Public Works - Playground (Jeff Bennett)

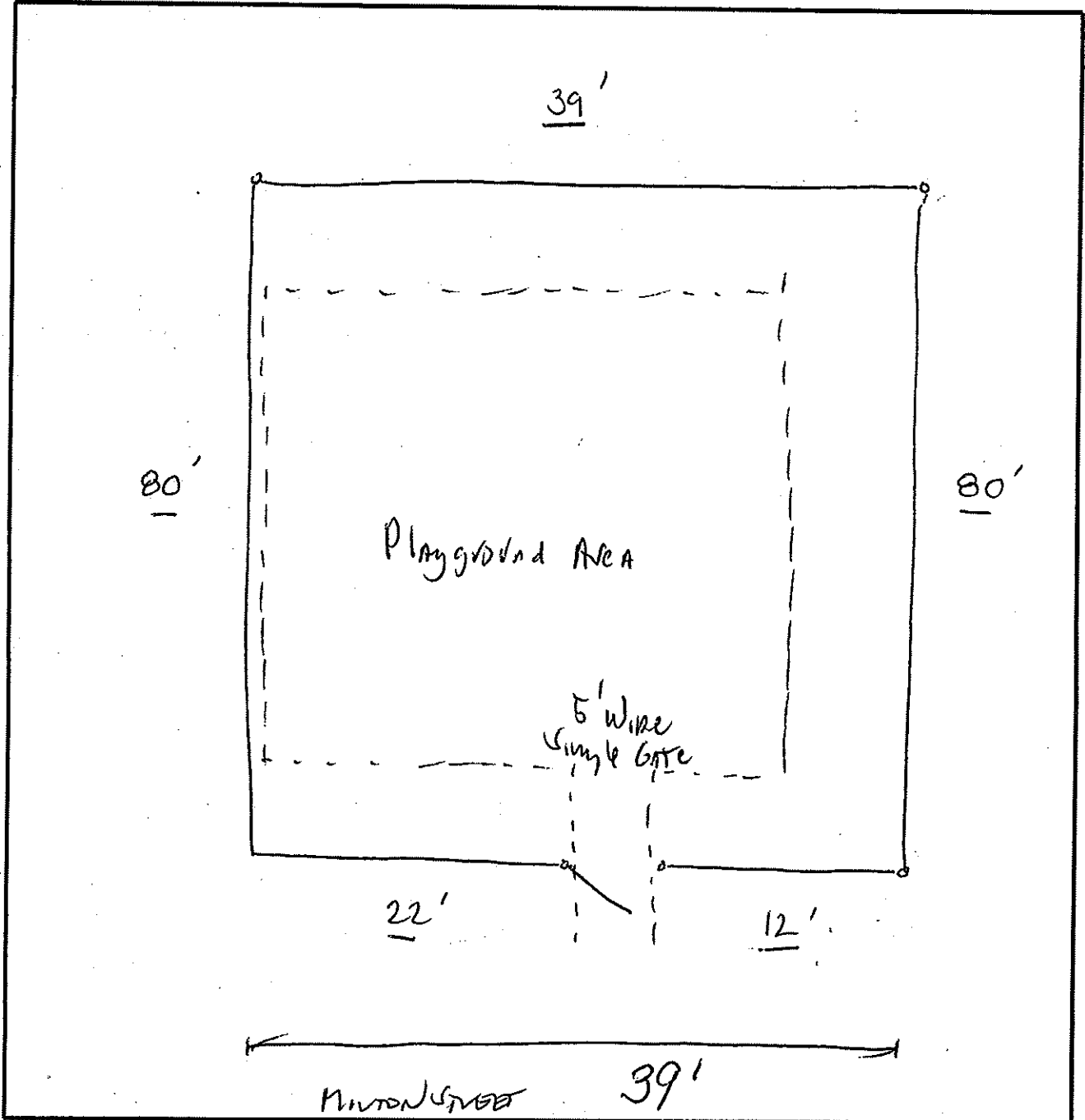
Customer Name & Address: 2015 Milton Street, Hamilton, OH 45015

Customer Signature: Jeff Bennett Date: 3/4/2015

E-Mail Address: JBENNETT@FAIRFIELDWP.ORG Phone: 513-939-6567 (JEFF)

Type of Fence: Commercial Ditch Vinyl Chain Link - 4' High w/ Top & Bottom Rails

OUPS: Rear/B Sides Point/Off Road 45 Dist/Cross St Belmont Avenue



This Diagram is a guide ONLY of the Layout and footage of the proposed fence work.
You will still need to be present at the start of the project to confirm the layout with the installer.
If this diagram is an accurate representation of your needs, please sign above. Thank you.