

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-68

RESOLUTION AUTHORIZING THE PURCHASE OF LANDSCAPING FOR THE MILTON STREET PARK FROM TR GEAR LANDSCAPING IN THE AMOUNT OF \$9,832.71 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: Landscaping, rocks, seed and straw will need to be installed around the perimeter of the park to finish the project.

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 landscaping for the Milton Street Park from TR Gear Landscaping in the amount of \$9,832.71 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: April 29, 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 29th day of April, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri

Katherine Barbieri, Township Law Director



3300 Port Union Road I Fairfield, OH 45014
Office: 513.860.3300

PROPOSAL

261155

DATE

4/18/2025

Customer	Location
Fairfield Township 6032 Morris Road Hamilton, OH 45011	2025 Milton Street Pocket Park 2025 Milton Street Fairfield Township, OH 45015
Description	

Item	QTY	Units	Unit Price	Total Price
2025 Milton Street Pocket Park	1.00	Ea	\$9,832.71	\$9,832.71
			Subtotal	\$9,832.71
			Tax	\$0.00
			Total	\$9,832.71

Customer	Date	Contractor	Date
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Terms and Conditions

Proposal Valid: This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

Payment Terms: Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Special Provisions:

1. All plant materials are guaranteed for 1 year provided proper maintenance is given.
2. We do not accept responsibility for damages caused by owner neglect or other circumstances beyond our control.
3. We will call Utility Protection to mark all utilities under their program. Owner or owner's agent must locate and mark all other utilities and systems, (e.g. Landscape, lighting electric dog fences, etc) T.R. Gear Landscaping accepts no responsibility for damages to unmarked utilities and systems.
4. Our bid includes planting per T. R. Gear specifications, copy attached.
5. Our bid excludes guarantee of seeding work performed outside the following dates:
March 15th to May 15th and August 15th to October 15th.



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6. Our bid excludes guarantee of transplanted plant material.
7. Our bid includes staking trees at T. R. Gear's discretion, we guarantee all trees to be straight.
8. Our bid excludes any guarantee that this work will solve or correct any drainage or erosion control problem that may exist.



2385 Jacksonburg Rd.
Hamilton, OH 45011
513-863-5831 - Phone
513-863-8337 - Fax
www.wilsongardencenter.com
chris@wilsongardencenter.com

Estimate

Date	Estimate #
3/22/2025	28356

Name / Address	Customer E-mail: jbennett@fairfieldtwp.org
Fairfield Township 6032 Morris Rd. Hamilton, Ohio 45011	Customer Phone: 513-939-6567 - Jeff
	Customer Alt. Phone:
	Customer Fax:

Terms

Net 30

Description	Qty	Rate	Total
Playground area - Topdress both planting areas with shredded topsoil. Install 7 - 3 Gal. Maiden Grass, 2 - 1.75" Ivory Silk Lilac, 47 - 2 Gal. Dwf. Fountain Grass, and 4 - 3 Gal. Limelight Hydrangea per layout. Apply pre-emergence and install playground mulch to match existing playground mulch in both beds.	1	6,231.00	6,231.00
Install five - 6-7' Green Giant Arborvitae along south side of new playground. Install landscape fabric and oversize rock in between fence on new playground and railroad ties on north side of old playground, approximately 80' x 14'.	1	6,057.50	6,057.50

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather and delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. The bid proposal reflects accessibility with required equipment (i.e. bucket truck, skidsteer, and/or necessary trucks) to perform work as quoted. Company will not be responsible for lawn damage. Removal of trees does not include stump grinding unless specified. Bid may be withdrawn if not accepted within 30 days.

Installation of plants and lawns require regular watering to survive. Company will not warranty plants and lawn that were not properly maintained. Company will not be responsible for unmarked underground lines and/or sprinkler systems.

TERMS: Balance due upon completion. All accounts are due and payable on invoice and delinquent fourteen days after. In the event of collection the buyer agrees to pay all cost of collection including all attorney's fees incurred by Wilson Garden Center Inc. All past due and delinquent sums including costs for collection and attorney's fees, shall bear a service charge of 2% per month (24% per year) from the delinquent date.

A 2% convenience fee will be charged to any customer who chooses to use a credit card on all service work.

Subtotal	\$12,288.50
Sales Tax (6.5%)	\$0.00
Total	\$12,288.50



QUOTE

2504-527745 R2 PAGE 1 OF 1

SOLD TO
Jeff Bennett Fairfield Twp Parks 2025 Milton Street 45015 Hamilton OH 45015

JOB ADDRESS
Jeff Bennett Fairfield Twp Parks 2025 Milton Street 45015 Hamilton OH 45015 513-939-6567

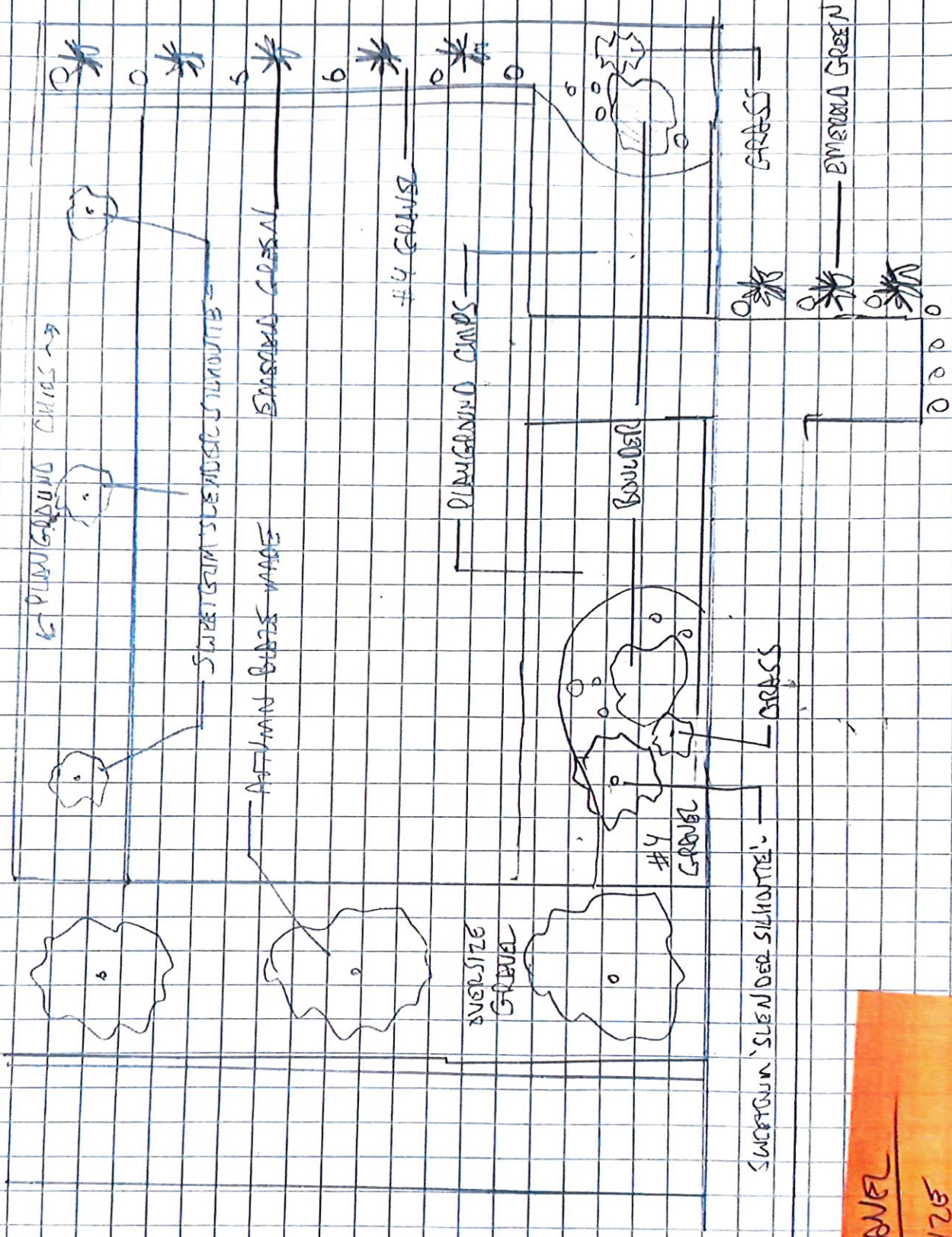
ACCOUNT	JOB
BENNETTJE	0
CREATED ON	04/17/2025
EXPIRES ON	07/16/2025
BRANCH	1000
CUSTOMER PO#	
STATION	0007
CASHIER	JA
SALESPERSON	
ORDER ENTRY	ECP
MODIFIED BY	JA

Thank you for your business!

Item	Description	D	Quantity	U/M	Price	Per	Amount
226	Sweet Gum Slender Silhouette #15		4	EACH	199.9900	EACH	799.96
2020	Arborvitae Emerald Green 5'		8	EACH	199.9900	EACH	1,599.92
605	Grass Miscanthus Variegated #3		2	EACH	31.9900	EACH	63.98
2790	Maple Autumn Blaze #15		3	EACH	199.9900	EACH	599.97
3142	Daylily Happy Returns #2		27	EACH	15.9900	EACH	431.73
3	Plant Installs		1	EA	3495.5600	EA	3,495.56
BOULDER100	\$100 Boulder		2	EACH	100.0000	EACH	200.00
2379	Boulder Placement		1	EA	200.0000	EA	200.00
508	Premium Wood Chips		25	CUBI	47.0000	CUBI	1,175.00
2432	Mulch Install Labor		25	EA	65.0000	EA	1,625.00
339	Oversize Gravel by the Yard		3	CUBI	75.0000	CUBI	225.00
315	#4 Gravel 2"-4" by the Yard		6	CUBI	60.0000	CUBI	360.00
59	Gravel Install		9	YARD	65.0000	YARD	585.00
1047	Weed Fabric 6x250		1,500	SQUA	0.3000	SQUA	450.00
797	Sod Staple 5"		120	PIEC	0.1000	PIEC	12.00
2058	Weed Fabric Install		1,500	SQUA	0.5000	SQUA	750.00
5	Delivery 200		8	EACH	200.0000	EACH	1,600.00
GC	General Conditions		1	-	708.6600	-	708.66
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					Subtotal		14,881.78
					Sales Tax		967.32
					Total		15,849.10

Signature

PLAYGROUND



GRANUL
- OVERSIZE
#4

**JAMIE'S MULCH AND TOPSOIL, INC.
RESIDENTIAL SERVICE CONTRACT**

Customer

Company

Jamie's Mulch and Topsoil, Inc.
8408 Princeton Glendale Rd, West Chester
Township, OH 45069

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, by and between _____ ("Customer") and Jamie's Mulch and Topsoil, Inc. ("Company"), as follows:

1. **The Service.** Customer hereby appoints Company to provide landscaping service ("Service"). The specifics of said Service are set forth in the attached "Estimate" which is attached hereto and incorporated herein by reference.

2. **Term.** The Agreement will be effective as of the date of Customer's acceptance thereof and will remain effective until the service is completed, or the Agreement is terminated by either party.

3. **Relationship.** Company will act in the capacity of and will be an independent contractor, and not a partner, employee, agent, or joint venture of Customer. Company will not hold itself out to third parties as a partner, employee, or agent of Customer, in the provision of services under this Agreement.

4. **Successors.** Notwithstanding any language to the contrary contained herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

5. **Compensation.** As consideration for the services received under this Agreement, Customer agrees to compensate Company for the services rendered under this Agreement as set forth in the attached estimate for services. Upon acceptance of the terms of this Agreement, as evidenced by signature below, fifty percent (50%) of the total cost of the job will be due immediately. The remaining fifty percent (50%) will be due no later than forty-eight hours following the completion of all work. However, if the total estimated cost of the services is over ten thousand dollars (\$10,000), then fifty percent (50%) of the total cost of the job will be due immediately upon acceptance of the terms of this agreement, installment fees of ten percent (10%) of the total cost of the job will be paid every two weeks after the initial payment and as work continues. Upon completion of the contracted work, any remaining payments due under the contract will be due no later than forty-eight hours following the completion of all work. Any check issued to Jamie's Mulch and Topsoil Inc. that are returned for "non-sufficient funds" will have an additional charge of \$38.00 per item returned.

*** Credit Cards will be charged in full if account is unpaid by payment due date ***

Card Type: _____ Visa _____ Mastercard _____ Discover

Name on Card: _____ Card Number: _____

Expiration Date: _____ CVN Code: _____ Billing Zip Code: _____

Credit Card processing fee is an additional 3-3.5% to invoice

6. **Additional Costs including Labor and Equipment Costs.** Unless included in the description of work, all restoration to property is not included. Company will try to limit damage to lawn or property, but soil seeding, sod, grading, will be extra charge. Design alterations after completions in whole or in part will be charged hourly. Additional charges will be made by the hour as such: laborers \$60, masons \$85, supervisors \$95, Bobcat and trucks \$95, plus all other material costs. If additional equipment is necessary, rates will be quoted as required.

7. **Late Payment.** If payments are not made as prescribed in Paragraphs 5 and 6, the customer shall incur late penalties of \$25 per day until the account balance is paid in full.

8. **Equipment.** All equipment provided by the Company is acknowledged to be and shall remain the property of the Company. The Customer agrees to provide a suitable site for the equipment and shall provide the Company with access to said equipment at all reasonable times. Customer acknowledges that the Company shall not be liable for any damage to pavement or driving surfaces resulting from Company's trucks and equipment.

9. **Underground Objects and Property Considerations.** Company will attempt to have the utilities protection service mark all utilities on the property. The owner is responsible for locating any other underground items. Company will not be liable for damage to any of these underground objects. Property owner is responsible for marking property lines.

10. **Guarantee.** Company provides a limited, one-year, guarantee for its work that lapses at the close of one year following installation. Company will replace, only once during the period of said one year guarantee, any plant or tree that fails to survive the one year guarantee period at Company's stock and labor cost. Guarantee does not apply to damage to installed materials resulting from vandalism, extreme weather conditions, strikes, riots, fires, and any other acts of God. Any late payment or non-payment immediately voids this guarantee. Replacements will be made with the same variety and style material or plant as the original. If an exact duplicate of the original item is not available or is out of stock, a substitute of similar quality and appearance will be offered. This limited guarantee is the only guarantee applicable to the material and labor subject to this proposal, and Jamie's Mulch and Topsoil, Inc. makes no further guarantee or warranties expressed or implied.

11. **Insurance.** Company agrees to carry general liability and worker's compensation insurance.

12. **Indemnification.** To the fullest extent permitted by law, Customer expressly agrees to indemnify, defend and hold harmless Company, including its owners, affiliates, officers, agents, and employees from and against any and all claims, liability, actions, complaints and demands whatsoever, including, but not limited to, claims of bodily injury, personal injury, sickness, disease, death or property damage arising out of, or alleged as a result of the performance or work of the Customer or other subcontractors, independent contractors, employees or agents of the Customer, on the project for which Company is providing service under this Agreement, except damages or claims resulting from the negligence of the company. The Customer, at its sole expense, will promptly defend any lawsuit and pay any judgment rendered against Company as a result of Customer's performance or work just described above in this paragraph. Customer shall indemnify and hold harmless Company from these claims regardless of whether such claim is alleged to be caused in part by any joint or concurrent negligent act or omission by the Company. The Customer shall not be obligated to indemnify a claim resulting from the sole negligence of Company.

13. **Limited Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF COMPANY AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED TWENTY-FIVE PERCENT (25%) THE TOTAL AMOUNT PAYABLE BY CUSTOMER UNDER THIS AGREEMENT.

14. **Contingencies.** Company shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to inclement weather, illness, strikes, riots, fires, and acts of God.

15. **Termination.** Customer may terminate this Agreement at any time with 5 days written notification. Payment for any work completed will be due at the time of termination. Without limiting other remedies, Company or its affiliates may suspend or terminate this Agreement, if Customer is in breach of this Agreement; Customer does not remit payment to Company as set forth in Paragraphs 5 through 7, if Customer is acting inconsistently with the letter or spirit of Company's policies, engaging in fraudulent, or illegal activities, or for other similar reasons, with immediate effect and without recourse to the courts. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination

of the Agreement, including without limitation, all representations, warranties and indemnification obligations.

16. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Ohio.

17. **Miscellaneous.** This Agreement may be amended only by a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not. The captions in the Agreement are not part of the Agreement but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Payment, indemnity, provisions limiting liability and disclaiming warranties, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. Customer may not transfer the Agreement without Company's prior written consent.

18. **Entire Agreement.** This Agreement together with Estimate constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior understanding or communication, written or oral.

19. By signing this Agreement, you consent to our use of photographs, video, and any other media that captures our work on your property. Specifically, we will use photos and videos to promote our business via social media. By signing this agreement, you waive any and all rights to any cause of action related to such media and our use of such media.

Company
Jamie's Mulch and Topsoil, Inc.

By: _____ / ____ / ____
Its authorized agent Date

Customer

By: _____ / ____ / ____
Its authorized agent Date