

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 26-79**

**RESOLUTION APPROVING CHANGE ORDER #1 FOR THE HEROES PARK
TENNIS/PICKLEBALL COURTS FROM GAME CHANGER ATHLETICS
IN THE AMOUNT NOT TO EXCEED \$14,224.18.**

WHEREAS: The Board of Trustees entered into a contract with Game Changer Athletics on March 27, 2026 via Resolution 26-38 which allowed for the renovation of the existing tennis courts; and

WHEREAS: The total amount for the project was \$61,356.00; and

WHEREAS: During the course of repair work it was determined additional areas needed repaired/replaced such as upgrading the court with premium pickleball net system with heavy duty posts, moving the existing gate to the left about 10 to 15 feet to avoid entering the pickleball area, and pouring a new concrete walkway connecting the path to the new gate;

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 additional amount of \$14,224.18 from Game Changer Athletics. This additional amount will be paid from the General Fund No. 1000. The total will not exceed \$75,580.18.

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: August 11, 2026

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 August, 2026.

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri

Katherine Barbieri, Township Law Director

☐ Purchase Requisition

☐ Credit Card Receipt

Fairfield Township
PURCHASE REQUISITION

PO No: _____

Resolution No: _____

Department: Administration Department

Vendor Info: Gamechanger Athletics

Requested By: Chuck Goins

3761 Shawhan Road

Request Date: 7/20/2026

Morrow, OH 45152

Check Applicable: ☐ State Bid ☐ (3) Quotes Obtained ☐ W-9 Attached ☐ Current Vendor

Account Code	Description	Qty.	Unit Price (\$)	Total Price (\$)
	Change Order to Pickle ball/ Tennis Court Project	1	14,224.18	14,224.18
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
GRAND TOTAL				14,224.18

Authorization Required:

☐ Department Head (less than \$1500)

X

☐ Administrator (less than \$7500)

Department Head Signature

Date

☐ Board of Trustees (add to the meeting agenda)

Justification:

During the project several issues were discovered. Degraded tennis net system needs removed and upgraded. Placement of gate needed to be moved, and concrete walkway needed updated.
1000-610-360-0000 (Contracted Services – Parks)

Administrator's Review:

☐ Approved

☐ Denied

☒ Forwarded for Board Approval – Add to Agenda

X

Kimberly Laprade 7/20/26

Administrator's Signature

Date

Remarks:

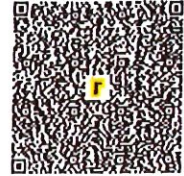
Gamechanger Athletics

3761 Shawhan Rd, Morrow, 45152
Presented by
Courtney Parks - (513) 375-3821



Estimate for Fairfield Township - Park

Chuck Goins
3653-3697 Millikin Rd, Hamilton, OH 45011
20 Jul 2026
Expires 04 Aug 2026
Change-order #10



Scan the QR code to access documents, track progress, approve changes, make payments, and chat with us.

Project scope

	Qty	Price
Jackhammer Existing Footer to Below Grade	2 each	\$550.00
Jackhammer and lower existing concrete footing approximately 4-6 inches below grade to prevent surface visibility. Finish by backfilling and topcoating with soil for complete concealment.		
Covering over old net post sleeves	2 each	\$500.00
Jackhammer existing footer down 2-4 inches and filling with concrete to create a level area to match match court surface level. **Does not include painting		
Spoils Removal	1 each	\$550.00
During site preparation, grass, excess soil, roots, and other debris may need to be hauled off-site if there is no suitable area for disposal on the property. An estimated quantity will be reviewed with the client prior to excavation, and final costs will be determined after excavation based on the actual number of loads removed.		
Acrylic Resurfacing: Over Existing Acrylic -	14,400 each	\$31,680.00
This coating refresh includes two precision-applied coats of textured 100% acrylic paint over the existing acrylic system. Surface prep is excluded from this scope, including pressure washing, crack repair, leveling, and other remediation, as well as any black resurfacer coat that may be required to achieve a uniform finish. These items can be added at an additional cost if needed.		
Pickleball Lines	4 each	\$3,180.00
Get a regulation court with our precision pickleball line painting. Using exact measurements and premium materials, we deliver crisp, accurate, long-lasting lines that elevate both playability and appearance.		
Pickleball Net System	4 each	\$10,800.00
Upgrade your court with this premium pickleball net system, built for durability, stability, and pro-level play. Heavy-duty posts, a tournament-quality net, and precision tensioning ensure a consistently taut, reliable surface. Installation includes concrete footers, regulation-spaced posts, and complete net and hardware setup for a long-lasting, high-performance system.		
Prevailing Wage Adjustment		\$14,096.00

Additional Work	1 unit	\$14,224.18
Pickleball Net System Upgrade your court with this premium pickleball net system, built for durability, stability, and pro-level play. Heavy-duty posts, a tournament-quality net, and precision tensioning ensure a consistently taut, reliable surface. Installation includes concrete footers, regulation-spaced posts, and complete net and hardware setup for a long-lasting, high-performance system.	1 each	\$2,700.00
Complete Removal of Existing Concrete Footer Complete removal of existing concrete footer via Jackhammering. Scope includes collection, removal, and off-site disposal of all concrete materials.	2 each	\$2,000.00
Gate and Fence Work Move gate to left 10-15'. New post to be added and old gate location repaired.	1 each	\$3,000.00
Concrete Pad Concrete walkway connecting court to path. 26'x8'	1 each	\$4,500.00
Concrete Logistics, Buggy A buggy will be used to transport the concrete from the truck to the court.	1 each	\$375.00
Prevailing Wage Adjustment	1 each	\$1,649.18
Subtotal:		\$75,580.18
Grand total:		\$75,580.18

Kimberly L. Lipse 7/20/26

Payment terms

Rolling Basis Payments

Pay as work is completed. You'll be notified when it's time to pay for each finished and quality-approved item.

- Gain clear insight into costs and track progress in real time.
- Pay for items as they're completed, reducing large upfront expenses and improving budget management.
- Payments tied to progress ensure quality and scope meet expectations.

Terms and conditions

GAMECHANGER ATHLETICS, LLC MASTER TERMS AND CONDITIONS

These Master Terms and Conditions ("Agreement") govern all proposals, contracts, sales, rentals, deliveries, construction, installation, resurfacing, and services performed by GameChanger Athletics, LLC ("GCA"). Acceptance of a proposal, payment, or authorization to begin work constitutes acceptance of this Agreement.

1. SITE ACCESS, WORKING CONDITIONS & UTILITIES

1.1 Customer shall provide safe, clean, unobstructed access.

1.2 Water and adequate electrical service must be available. If unavailable, GCA may provide generators, water hauling, or alternate provisions at additional cost.

1.3 Delays due to site readiness, restricted access, other trades, or customer scheduling changes are chargeable and extend timelines.

1.4 Trip and labor charges apply if cancellation occurs after crew dispatch or travel has commenced, or if the site is not ready upon arrival. Installation and completion dates are estimates only and are not guaranteed. GCA will make reasonable efforts to meet projected timelines.

2. PERMITS, HOA, REGULATORY & LIGHTING COMPLIANCE

2.1 Customer is responsible for permits, inspections, surveys, zoning, HOA approvals, and compliance with laws unless GCA expressly agrees in writing to perform such services for an additional fee.

2.2 GCA is not responsible for lighting disputes, footcandle measurements, pole height restrictions, or glare complaints unless certified photometric design is separately contracted.

2.3 GCA relies on Customer-provided property lines and site information and is not liable for placement disputes.

3. SUBSURFACE CONDITIONS & UTILITIES

3.1 GCA will request public utility markings.

3.2 Customer must identify private utilities. Damage to unmarked systems is not GCA's responsibility.

3.3 Hidden conditions including rock, groundwater, unstable soils, or buried debris constitute a change in work requiring additional compensation.

4. WORK BY OTHERS; CONCRETE, ASPHALT & SUB-BASE

4.1 When concrete, asphalt, or sub-base work is performed by others, GCA accepts such surfaces strictly "as-is."

4.2 GCA is not responsible for flatness, cracking, moisture, drainage, slope, compaction, or structural performance of work not performed by GCA.

4.3 Required slab tolerances for athletic surfacing are $\pm 1/8"$ within a 10' radius unless otherwise specified by manufacturer. Moisture levels must meet manufacturer requirements.

4.4 Correction of slabs or sub-bases is excluded unless separately contracted.

4.5 Reinforcement, saw cuts, and crack repair reduce but do not prevent cracking.

5. SURFACE PREPARATION, COATINGS & SEALERS

5.1 Proper surface preparation is critical. If Customer performs cleaning or pressure washing, GCA is not responsible for adhesion failures.

5.2 Existing sealers, curing compounds, or contaminants may require mechanical preparation at additional cost and may still affect results.

5.3 Leveling or crack repair improves but does not eliminate sub-base movement. Coatings may reflect future cracking or movement.

5.4 Concrete sealer is not included unless expressly stated.

5.5 Surface System General Limitations (Applies to 5.5–5.8)

All acrylic coatings, epoxy and resinous systems, modular tile systems, and wood athletic flooring installed by GCA are finish systems only and are not structural components. These systems rely upon the integrity, stability, moisture condition, and performance of the underlying substrate, slab, sub-base, soil conditions, building structure, and environmental controls.

Customer acknowledges and agrees that:

- Surface systems may telegraph, mirror, or reflect existing and future cracks, joints, control cuts, patchwork, surface irregularities, and substrate movement.
- Substrate movement, slab settlement, expansion, contraction, soil instability, temperature fluctuation, freeze-thaw cycles, moisture vapor transmission, hydrostatic pressure, condensation, humidity variation, and other environmental conditions beyond GCA's control may impact performance.
- Surface systems do not correct pre-existing or future flatness, slope, drainage, structural, moisture, or substrate deficiencies unless expressly included in writing as a separate scope item.
- Minor surface variations, texture differences, shading variation, visible crack repairs, seam visibility, aesthetic inconsistencies, or cosmetic irregularities are inherent characteristics of construction and do not constitute defective workmanship.
- Future cracking, movement, minor puddling within manufacturer tolerances, or substrate-related conditions are not warranty claims.

Correction of underlying slab, sub-base, structural, drainage, soil, or environmental deficiencies is excluded unless specifically contracted in writing.

5.6 Acrylic Surfacing Systems – Additional Provisions

Acrylic surfacing systems are coating applications designed to provide decorative and athletic performance characteristics only.

Low spots, birdbaths, or minor drainage imperfections may remain or reappear following resurfacing. Standing water within manufacturer tolerances shall not constitute a warranty issue.

Resurfacing improves appearance but does not prevent future cracking or movement.

5.7 Epoxy & Resinous Flooring – Additional Provisions

Epoxy and resinous flooring systems require proper substrate preparation and mechanical profile.

Even where moisture mitigation or mechanical preparation is performed, future substrate conditions beyond GCA's control may affect performance.

Pinholes, roller marks, minor texture differences, and expansion joint visibility are inherent characteristics of resinous systems and do not constitute defective workmanship.

5.8 Modular Tile & Wood Athletic Flooring – Additional Provisions

(a) Modular & Interlocking Tile Systems

Modular systems are floating or mechanically connected assemblies.

Expansion, contraction, minor shifting, audible movement, seam visibility, and panel separation within manufacturer tolerances may occur during normal use.

Heavy point loads, improper footwear, dragging equipment, lack of expansion clearance, or failure to follow manufacturer maintenance guidelines may void applicable warranties.

(b) Wood Athletic Flooring

Wood flooring is a natural, hygroscopic material that expands and contracts in response to temperature and humidity changes.

Seasonal gapping, cupping, crowning, minor warping, grain variation, and color variation are normal characteristics and do not constitute defective workmanship.

Customer is solely responsible for maintaining proper HVAC operation and humidity control following installation.

Sanding and refinishing improve surface appearance but do not correct structural movement, subfloor instability, or building-related moisture conditions unless expressly included in writing.

5.9 Color Selection & Approval.

Customer must provide written color specifications, manufacturer color codes, or industry references for all custom colors. Verbal descriptions, sample approximations, digital renderings, or marketing images are not binding.

Color variation may occur due to lighting conditions, substrate characteristics, batch differences, environmental factors, and normal manufacturing tolerances. Minor shading or tonal variation does not constitute defective workmanship.

Unless a specific manufacturer color code is identified in writing within the proposal or approved submittals, GCA shall not be responsible for subjective color interpretation disputes.

Approved color selections are final upon material procurement. Changes requested after materials are ordered or tinted constitute a change in work and are subject to additional cost, restocking fees, freight, and schedule adjustments.

6. SITE DISTURBANCE & SPOILS

6.1 Yard Disturbance Acknowledgment.

Customer acknowledges and agrees that construction activities will cause disturbance to the yard, driveway, landscaping, and surrounding areas. Such disturbance may include, without limitation:

- Crushed, flattened, or displaced grass
- Tire tracks, equipment tracks, or soil compaction
- Ruts, depressions, or uneven surfaces
- Mud displacement or tracking
- Surface staining or discoloration
- Damage to turf, sod, or vegetation
- Minor grading irregularities
- Disturbance from delivery vehicles, machinery, or material staging

These conditions are inherent to construction and shall not be considered property

damage or defective performance.

GCA will make reasonable efforts to minimize unnecessary disturbance; however, preservation or restoration of existing turf, landscaping, yard conditions, or soil structure is not guaranteed. Customer acknowledges that ground conditions, weather, soil saturation, equipment access requirements, and site limitations may increase the extent of disturbance beyond what is anticipated.

6.2 Rough Grading Limitation.

Rough grading utilizing existing onsite material only is included unless otherwise specified in writing. Finish grading, topsoil importation, seed, sod, irrigation repair, landscaping restoration, cosmetic yard repair, soil conditioning, or restoration to pre-construction appearance are excluded unless expressly included in the written proposal.

6.3 Spills.

Excavated spoils remain onsite unless removal is expressly included in writing. If Customer directs spoils to be stockpiled onsite, they will be placed in a pile within fifty (50) feet of the construction area. No grading, spreading, redistribution, or relocation of such spoils is included unless separately contracted.

7. PRODUCT PERFORMANCE EXPECTATIONS

7.1 Athletic surfaces may exhibit scuffing, minor shifting, seams, expansion gaps, and cosmetic imperfections.

7.2 Final installed dimensions may vary to accommodate expansion, drainage, and field conditions.

7.3 Rolling/static loads exceeding manufacturer limits void warranties.

7.4 Protective measures must be used when moving equipment across finished surfaces.

8. SPECIALTY DISCLAIMERS

8.1 Vegetation and cracks may reappear in resurfacing projects. For turf installations, Owner must maintain brushing, infill levels, drainage systems, and routine care in accordance with manufacturer guidelines.

8.2 Irrigation or private lines beneath slabs may be damaged; identification and repair are Customer responsibility.

8.3 Footer excavation assumes clear soil conditions; concealed obstructions require additional compensation. Newly poured concrete requires proper curing prior to heavy use, loading, or athletic play.

9. CHANGES, STORAGE & RESTOCKING

9.1 Changes require written approval.

9.2 Product changes after ordering are subject to 20% restocking plus freight.

9.3 Storage beyond 90 days due to Customer delay may incur \$100/month warehousing.

10. PAYMENT, COLLECTION & LIEN RIGHTS

10.1 Payment schedule applies per proposal.

10.2 Late balances accrue 2% monthly interest plus coordination fees.

10.3 GCA retains mechanic's lien rights under Ohio law.

10.4 Materials remain property of GCA until paid in full. Labor, service visits, or work outside the original scope are billable at prevailing rates.

10.5 Site Security & Risk of Loss.

Upon delivery of materials, equipment, or components to the project site, risk of loss immediately transfers to Customer, regardless of whether installation has commenced or been completed.

Customer is solely responsible for securing and protecting all delivered materials, equipment, tools, and partially completed work from theft, vandalism, weather exposure, moisture intrusion, damage by third parties, or acts of nature.

GCA is not responsible for loss, theft, vandalism, deterioration, or damage occurring after delivery to the site, including damage caused by other contractors, subcontractors, occupants, visitors, or unknown persons.

Replacement of stolen, damaged, deteriorated, or vandalized materials shall constitute a change in work and will be billed at prevailing rates, including additional labor, materials, freight, remobilization, and administrative costs.

Where materials are stored onsite at Customer's request or due to project scheduling delays beyond GCA's control, such storage is at Customer's sole risk. Customer is responsible for providing secure, weather-protected storage conditions in compliance with manufacturer requirements. Failure to provide proper storage or site security may void applicable warranties.

10.6 No Withholding, Backcharge, or Offset.

Customer shall not withhold, delay, offset, or backcharge any portion of amounts due without GCA's prior written agreement. Any claim for defective or incomplete work must be submitted in writing within seven (7) days of discovery. Undisputed amounts remain immediately due and payable.

Customer shall not engage third parties to perform corrective work without providing GCA written notice and a reasonable opportunity to inspect and cure. Unauthorized corrective work voids related warranty claims and shall not create reimbursement obligations.

10.7 Customer Insurance Responsibility.

Customer shall maintain property insurance covering the project site, delivered materials, and partially completed work against theft, vandalism, weather events, and casualty loss. Such insurance shall be primary to any claim against GCA. Customer waives subrogation rights against GCA to the extent losses are covered by insurance.

11. WARRANTIES & LIMITATION OF LIABILITY

11.1 One-year workmanship warranty under normal use.

11.2 Manufacturer warranties apply to materials.

11.3 GCA disclaims all implied warranties.

11.4 GCA shall not be liable for consequential, incidental, or punitive damages.

11.5 Total liability shall not exceed the lesser of contract amount paid or available insurance limits.

11.6 Expanded Consequential Damage Waiver.

To the fullest extent permitted by law, GCA shall not be liable for loss of use, loss of revenue, loss of profits, business interruption, event cancellation losses, rental replacement costs, reputational harm, delay damages, or any indirect, incidental, special, exemplary, or consequential damages, regardless of legal theory.

11.7 Notice and Opportunity to Cure.

Customer must provide written notice of any alleged defect and allow GCA a reasonable opportunity to inspect and cure prior to pursuing third-party repairs or legal remedies. Failure to provide such opportunity waives related claims to the fullest extent permitted by law.

12. FORCE MAJEURE Material shortages, supplier allocations, governmental restrictions, transportation delays, labor disruptions, and cost volatility may justify suspension or schedule extension without breach.

Delays due to weather, supply chain disruption, labor shortages, governmental actions, or other uncontrollable events extend schedule without penalty.

13. MUTUAL WAIVER OF SUBROGATION

Parties waive claims against each other for damages covered by property insurance.

14. DISPUTE RESOLUTION

Disputes shall proceed to mediation, then binding AAA arbitration in ^{Butler}~~Warren~~ County, Ohio. Jury trial waived.

15. PERSONAL GUARANTY (COMMERCIAL ACCOUNTS)

Individual signing on behalf of entity personally guarantees payment, jointly and severally, including fees and costs.

16. LIQUIDATED DAMAGES LIMITATION

No liquidated damages unless separately signed. If agreed, capped at \$500/day or 5% of contract, whichever less.

17. MATERIAL PRICE ESCALATION

GCA may adjust pricing for documented increases in material, freight, tariff, or supplier costs occurring after proposal issuance.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between parties and supersedes prior discussions. No modification or waiver is enforceable unless in a written document signed by an authorized representative of GCA.

Revised: April 2026

Approvals history

Having reviewed the Terms and Conditions and subsequently indicated your acceptance by entering your name in the designated signature box and selecting the 'I accept the Terms and Conditions' button at the bottom of the checkout page, you acknowledged and agreed to the terms of this Agreement and the Scope of Work outlined therein. This action constituted your legally binding acceptance of the Agreement, and you were thereby bound by its provisions.

Change-order #10 • \$75,580.18 (Version displayed)
This version was never approved by the client.