



FAIRFIELD TOWNSHIP BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 10, 2023
7:00 P.M.

CALL TO ORDER: Board President

ROLL CALL: Fiscal Officer, Shelly Schultz

Trustee Chairperson, Michael Berding _____

Trustee Vice Chairperson, Shannon Hartkemeyer _____

Trustee, Joe McAbee _____

INVOCATION: Deacon Rick Reder

PLEDGE OF ALLEGIANCE

I. PRESENTATION

II. OLD BUSINESS

III. ITEMS FOR BOARD DISCUSSION

- A. ARPA Money Potential Uses
- B. Police Vehicles – Chief Chabali
- C. Fire Chief Interview Process

IV. COMMUNICATION

This is the Portion of the meeting where you, the residents of Fairfield Township, are invited to share your thoughts with the Board. Please know that this time has been set aside from the Board to listen to you. Your comments are valued and will be taken into careful consideration. The Board will not engage in dialogue at this time. Presentations are limited to three (3) minutes each.

V. COMMITTEE REPORTS

- A. TID – Trustee McAbee
- B. EMA – Trustee Hartkemeyer
- C. OKI – Trustee Hartkemeyer
- D. CLOUT – Trustee Hartkemeyer
- E. OTHER - Trustees

VI. FISCAL OFFICER'S RECOMMENDATIONS AND REPORTS

- A. Fiscal Officer's Report – Shelly Schultz

B. Recommend motion to suspend reading of the minutes of the following meeting:

- a. Trustee Regular Meeting, September 12, 2023
- b. Trustee Special Meeting, September 26, 2023

1. Motion to suspend the reading of the minutes: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____
2. Motion to approve the minutes: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____

C. Recommend motion to approve payment of the bills by the Fiscal Office

1. Motion to approve the recommendation: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

VII. ADMINISTRATOR'S REPORT – Julie Vonderhaar

VIII. MOTIONS

IX. RESOLUTIONS – Julie Vonderhaar

A. Resolution No. 23-130 approving open Purchase Order Balances

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

B Resolution No. 23-131 authorizing project agreement with Butler County for the King Avenue stormwater improvement project

1. Motion to adopt the resolution; _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

C. Resolution No. 23-132 authorizing project agreement with Butler County for the Pater Avenue stormwater improvement project

1. Motion to adopt the resolution; _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

D. Resolution No. 23-133 authorizing Administrator to enter contract with T.R. Gear Landscaping for the Princeton Road Medians

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

E. Resolution No. 23-134 appointing Paul Johnson as full-time Public Works employee

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

F. Resolution No. 23-135 approving 2024 paving estimate

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

G. Resolution No. 23-136 authorizing new year tax rates

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

H. Resolution No. 23-137 declaring nuisance and ordering abatement on properties

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

X. ANNOUNCEMENTS

- Fairfield Township Fire Department Open House, Saturday, October 14, 2023, 12:00 PM – 3:00 PM
- School Travel Plan Public Meeting, Fairfield East Elementary School, Tuesday, October 24, 2023 – 4:00 – 6:00 PM
- Butler Tech Fairfield Twp Campus Career Fair - Wednesday, October 25, 2023
- Treat Street at Bridgewater Falls – Saturday, October 28, 2023 - 2:00 PM - 4:00 PM
- Trick or Treat – Tuesday, October 31, 2023 – 6:00 PM – 8:00 PM
- Offices closed for Veterans Day Holiday – Friday, November 10, 2023
- Fairfield Township Board of Trustees Meeting – Tuesday, November 14, 2023, at 7:00 PM

XI. BOARD MEMBER COMMENTS

XII. ADJOURNMENT

- Motion to Adjourn: _____; 2nd _____
- a. _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares meeting adjourned _____ P.M.



FAIRFIELD TOWNSHIP BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 10, 2023
7:00 P.M.

CALL TO ORDER: Board President

ROLL CALL: Fiscal Officer, Shelly Schultz

Trustee Chairperson, Michael Berding _____

Trustee Vice Chairperson, Shannon Hartkemeyer _____

Trustee, Joe McAbee _____

INVOCATION: Deacon Rick Reder

PLEDGE OF ALLEGIANCE

I. PRESENTATION

II. OLD BUSINESS

III. ITEMS FOR BOARD DISCUSSION

- A. ARPA Money Potential Uses
- B. Police Vehicles – Chief Chabali
- C. Fire Chief Interview Process

IV. COMMUNICATION

This is the Portion of the meeting where you, the residents of Fairfield Township, are invited to share your thoughts with the Board. Please know that this time has been set aside from the Board to listen to you. Your comments are valued and will be taken into careful consideration. The Board will not engage in dialogue at this time. Presentations are limited to three (3) minutes each.

V. COMMITTEE REPORTS

- A. TID – Trustee McAbee
- B. EMA – Trustee Hartkemeyer
- C. OKI – Trustee Hartkemeyer
- D. CLOUT – Trustee Hartkemeyer
- E. OTHER - Trustees

VI. FISCAL OFFICER’S RECOMMENDATIONS AND REPORTS

- A. Fiscal Officer’s Report – Shelly Schultz

B. Recommend motion to suspend reading of the minutes of the following meeting:

- a. Trustee Regular Meeting, September 12, 2023
- b. Trustee Special Meeting, September 26, 2023

1. Motion to suspend the reading of the minutes: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____
2. Motion to approve the minutes: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____

C. Recommend motion to approve payment of the bills by the Fiscal Office

1. Motion to approve the recommendation: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

VII. ADMINISTRATOR'S REPORT – Julie Vonderhaar

VIII. MOTIONS

IX. RESOLUTIONS – Julie Vonderhaar

A. Resolution No. 23-130 approving open Purchase Order Balances

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

B. Resolution No. 23-131 authorizing project agreement with Butler County for the King Avenue stormwater improvement project

1. Motion to adopt the resolution; _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

C. Resolution No. 23-132 authorizing project agreement with Butler County for the Pater Avenue stormwater improvement project

1. Motion to adopt the resolution; _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

D. Resolution No. 23-133 authorizing Administrator to enter contract with T.R. Gear Landscaping for the Princeton Road Medians

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

E. Resolution No. 23-134 appointing Paul Johnson as full-time Public Works employee

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

F. Resolution No. 23-135 approving 2024 paving estimate

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

G. Resolution No. 23-136 authorizing new year tax rates

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

H. Resolution No. 23-137 declaring nuisance and ordering abatement on properties

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

X. ANNOUNCEMENTS

- Fairfield Township Fire Department Open House, Saturday, October 14, 2023, 12:00 PM – 3:00 PM
- School Travel Plan Public Meeting, Fairfield East Elementary School, Tuesday, October 24, 2023 – 4:00 – 6:00 PM
- Butler Tech Fairfield Twp Campus Career Fair - Wednesday, October 25, 2023
- Treat Street at Bridgewater Falls – Saturday, October 28, 2023 - 2:00 PM - 4:00 PM
- Trick or Treat – Tuesday, October 31, 2023 – 6:00 PM – 8:00 PM
- Offices closed for Veterans Day Holiday – Friday, November 10, 2023
- Fairfield Township Board of Trustees Meeting – Tuesday, November 14, 2023, at 7:00 PM

XI. BOARD MEMBER COMMENTS

XII. ADJOURNMENT

- Motion to Adjourn: _____; 2nd _____
- a. _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares meeting adjourned _____ P.M.



Board of County Commissioners Butler County, Ohio

EXECUTIVE SUMMARY

23-09-01494

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

American Rescue Plan Act Funding - Local Community Allocation

**Commissioners Administrative Office - County Administrator Target Meeting: 9/18/23
An Inter-Departmental Review**

Summary

Affirm funds from the American Rescue Plan Act may be expended only to cover costs incurred consistent with the requirements of Section 603(c)(1) of the Social Security Act and the Department of the Treasury's Final Rule and any applicable amendments or regulations; approve the Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund; allocate funds in the amount of \$7,950,000.00 to be distributed as 1) ARPA principal funds to the City of Fairfield in the amount of one million dollars (\$1,000,000.00), to the City of Hamilton in the amount of two million dollars (\$2,000,000.00), to the City of Middletown in the amount of two million dollars (\$2,000,000.00), and to the City of Oxford in the amount of one million dollars (\$1,000,000.00); and 2) accrued interest balance to date to the 13 Butler County townships in the amount of one hundred fifty thousand dollars (\$150,000.00) per township to be used for disparate populations within the respective community and to mitigate the needs of the underserved; and authorize the County Administrator to take and make any and all lawful and necessary actions with Prosecutor's Office approval to effectuate and implement the said Plan.

Justification

The Board of County Commissioners determined it is necessary to award nearly the full amount of its balance of American Rescue Plan Act/State and Local Fiscal Recovery Fund, principal amount and accrued interest to date, in the amount of \$7,950,000.00 to four Butler County's cities with ARPA principal funds and 13 townships with accrued interest balance to date to be used for disparate populations within the respective community and to mitigate the needs of the underserved.

ADOPTED

SEPTEMBER 18, 2023

Recommendation

The Board of Commissioners recommends approval.

Approved by:

Judi Boyko

Judi Boyko, County Administrator

9/20/2023



County Commissioners

Butler County, Ohio

RESOLUTION

23-09-01494

T.C. Rogers
President**Cindy Carpenter**
Vice President**Donald L. Dixon**
Member**American Rescue Plan Act Funding - Local Community Allocation**

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 18th day of September, 2023 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas the Board of County Commissioners adopted Resolution No. 22-07-01122 on July 25, 2022, approving the Board of Commissioners Project and Program Uses Plan - Phase I of the American Rescue Plan Act/State and Local Fiscal Recovery Fund (ARPA/SLFRF); adopted Resolution No. 22-12-01985, on December 19, 2022, approving the Board of Commissioners Project and Program Uses Plan - Phase II of the American Rescue Plan Act/State and Local Fiscal Recovery Fund; and adopted each's respective amendments at various times for various purposes, authorizing allocations to projects and programs of its ARPA/SLFRF funding;

Whereas in order to expend nearly the remaining amount of ARPA/SLFRF funds, the Board of County Commissioners determines it is necessary to approve the Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund (the "Allocation") and allocate funds in the amount of \$7,950,000.00 to be distributed as 1) ARPA principal funds to the City of Fairfield in the amount of one million dollars (\$1,000,000.00), to the City of Hamilton in the amount of two million dollars (\$2,000,000.00), to the City of Middletown in the amount of two million dollars (\$2,000,000.00), and to the City of Oxford in the amount of one million dollars (\$1,000,000.00); and 2) as accrued interest balance to date to the 13 Butler County townships in the amount of one hundred fifty thousand dollars (\$150,000.00) per township to be used for disparate populations within the respective community and to mitigate the needs of the underserved; and

Whereas the Board of Commissioners affirms funds will be distributed and expended only on qualified American Rescue Plan Act expenses and will continue to be

subject to the Treasury's Final Rule four-step process to calculate the County's revenue loss amount;

Whereas the Coronavirus Local Fiscal Recovery Fund (aka American Rescue Plan Act, ARPA) was signed into law by the President of the United States on March 11, 2021 (the "Act");

Whereas Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, the Coronavirus Local Fiscal Recovery Fund (CLFRF), which provided \$65.1 billion financial assistance to eligible county governments with a Federal Award Date of April 15, 2021;

Whereas on May 10, 2021, the United States Department of the Treasury (hereinafter "U.S. TREASURY") published initial guidance; subsequent interim guidance and frequently asked questions; and the initial Final Rule on January 6, 2022 regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA/SLFRF;

Whereas the U.S. TREASURY established a methodology for allocating funds to counties based on each county's population, and Butler County, as published by the U.S. TREASURY, was allocated a total of \$74,419,288.00, payable in two tranches. The Assistance Listing number (fka CFDA) for this award is 21.027;

Whereas the County receipted the first fifty percent (50%) of its SLFRF allocation (\$37,209,644.00) on June 25, 2021;

Whereas the County receipted the remaining fifty percent (50%) of its SLFRF allocation (\$37,209,644.00) on July 1, 2022;

Whereas Butler County acknowledges the funds received from the ARPA may be and affirms that it will only be expended to cover qualified and eligible costs of the political subdivision or its sub-grantees consistent with the requirements of section 603(c)(1) of the Social Security Act and the Department of the Treasury's Interim Final Rule, adopted May 10, 2021, and the Department of the Treasury's Final Rule, effective April 1, 2022, or any amendments to or clarifications of, and any current or future applicable regulation and guidance to cover expenses in general which support public health endeavors and that:

- 1) *Respond to the public health emergency or its negative economic impacts, including assistance or households, small businesses, and nonprofits, or aid*

to impacted industries such as tourism, travel and hospitality;

- 2) *Provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;*
- 3) *Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; and*
- 4) *Make necessary investments in water, sewer, or broadband infrastructure; and*
- 5) *Accommodate provisions for general government services, utilizing revenue loss calculations and amount; and*
- 6) *Allow administrative costs to be covered.*

Whereas the Board of Commissioners adopted the Butler County Recovery Plan on August 30, 2021 through Resolution No. 21-08-01197 which states "The American Rescue Plan Act's Coronavirus State and Local Fiscal Recovery Funds intend to support Butler County's response to the economic and public health impacts of COVID-19; though, Butler County leadership will strive to use the SLFRF funding to create new and build better existing programs, delivery of services, and customer point interactions than presently enacted and implemented. The SLFRF funding was designed in an effort to mitigate the impact on communities, neighborhoods, residents, and businesses. The Board of Commissioners pledges to wisely and fiscally soundly apply funding to those projects and programs which demonstrate the greatest investment in communities, systems, and most importantly people. These projects will have a significant, long-term, productive impact on Butler County, addressing remnant effects and impacts on the various modes of the micro and macro economy in Butler County and the communities, neighborhoods, and people it affected.";

Whereas the Butler County Board of Commissioners is committed to a strategic approach to wisely expend SLFRF funds in an adaptable and evolving manner aligned with changing economic indicators as the nation, State of Ohio, and specifically Butler County recover from COVID-19 and with the Board's policy agenda and aspirational objectives for a sustainable Butler County;

Whereas the Board of Commissioners conducted public work sessions in August and September 2021 and received over 25 proposals, totaling nearly \$200.0M in project costs;

Whereas through adoption of Resolution No. 22-07-01122 on July 25, 2022, its first amendment through Resolution No. 22-10-01596 on October 10, 2022 and its second amendment through Resolution No. 23-06-00947 on June 12,

2023, the Board of Commissioners awarded \$52.4M as its Phase I allocation;

Whereas through adoption of Resolution No. 22-12-01985 on December 19, 2023, its amendment through Resolution No. 23-06-00948 on June 12, 2023, the Board of Commissioners awarded \$16.1M as its Phase II allocation;

Whereas on September 18, 2023, the Board of County Commissioners discussed and funded the following local communities in Butler County referred to as Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund (the "Allocation"):

Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund		
SUBRECIPIENT OR BENEFICIARY AGREEMENT	AWARD AMOUNT	FUNDING SOURCE
City of Fairfield	\$1,000,000.00	ARPA principal
City of Hamilton	\$2,000,000.00	ARPA principal
City of Middletown	\$2,000,000.00	ARPA principal
City of Oxford	\$1,000,000.00	ARPA principal
Fairfield Township	\$150,000.00	Accrued interest
Hanover Township	\$150,000.00	Accrued interest
Lemon Township	\$150,000.00	Accrued interest
Liberty Township	\$150,000.00	Accrued interest
Madison Township	\$150,000.00	Accrued interest
Milford Township	\$150,000.00	Accrued interest
Morgan Township	\$150,000.00	Accrued interest
Oxford Township	\$150,000.00	Accrued interest
Reily Township	\$150,000.00	Accrued interest
Ross Township	\$150,000.00	Accrued interest
St. Clair Township	\$150,000.00	Accrued interest
Wayne Township	\$150,000.00	Accrued interest
West Chester Township	\$150,000.00	Accrued interest
TOTAL Butler County Commissioners Local Community Allocation Uses Plan of the ARPA/SLFRF	\$7,950,000.00	

Whereas the Board of Commissioners maintains it is in the best interest to encumber the funds as provided for and described herein this Resolution, accounting for various needs and demands of the local jurisdictions, the continuity of local services and operations, social service providers, and the desire to fund local communities which place the County in the most effective position to address the immediate impacts and long term effects COVID-19 has placed on County resources, both human and capital;

Whereas the Department of the Treasury's Interim Final Rule, adopted May 10, 2021, and the Department of the Treasury's Final Rule, effective April 1, 2022, further clarify recipients can use SLFRF funds on provisions for government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the Final Rule four-step process;

Whereas the Butler County Board of Commissioners continues to acknowledge Butler County, since its initial report in September 2021, has reported to the Department of Treasury its revenue loss amount as calculated from the guidance provided by the Final Rule four-step process; the 2022 figure, using the Treasury's Final Rule four-step revenue loss process, was reported at \$36,159,477.69;

Whereas to date, as of the time of this Resolution, the Board of Butler County Commissioners has allocated and expended, through Resolution No. 23-08-01239, \$18,698,535.00 as Expenditure Category 6.1, Provision of Government Services;

Whereas the Butler County Board of Commissioners adopted, through previous resolutions, the revenue loss amount, as calculated by the Treasury's Final Rule four-step process, and continues to acknowledge any expenditure for general government provisions must still comply with applicable rules, regulations, and standards of the Treasury's Final Rule; now, therefore be it

Resolved the Board of Commissioners approves the Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund; be it further

Resolved consistent with the U.S. Department of Treasury and all federal and state requirements and obligations, the Board of County Commissioners hereby proposes to encumber ARPA/SLFRF funding consistent with Board of Commissioners Local Community Allocation Uses Plan of the American

Rescue Plan Act/State and Local Fiscal Recovery Fund unless subsequently modified by the Board of Commissioners at a public meeting; be it further

Resolved the Board of Butler County Commissioners allocates funds in the amount of \$7,950,000.00 to be distributed as:

1) ARPA principal funds to the City of Fairfield in the amount of one million dollars (\$1,000,000.00), to the City of Hamilton in the amount of two million dollars (\$2,000,000.00), to the City of Middletown in the amount of two million dollars (\$2,000,000.00), and to the City of Oxford in the amount of one million dollars (\$1,000,000.00). Each City's respective expenditure is subject to an eligible Expenditure Category and must be consistent with the U.S. Treasury and all federal and state requirements and obligations; and

2) Accrued interest to date to the 13 Butler County townships in the amount of one hundred fifty thousand dollars (\$150,000.00) per township; and

Every political subdivision must use its funding allocation for disparate populations within the respective community and to mitigate the needs of the underserved; be it further

Resolved the Board of Commissioners authorizes the County Administrator to take and make any and all lawful and necessary actions with Prosecutor's Office approval as to from to effectuate and implement the said Allocation; be it further

Resolved the Board of Commissioners authorizes the County Auditor, after the County Administrator has appropriately processed budget amendments and any other necessary transaction to comply with financial procedures and after approved by the Board consistent with existing financial transaction procedures, to encumber such funds as appropriated to the American Rescue Plan Act Distributions (1406) and as determined eligible by the Board of Commissioners; now, therefore be it finally

Resolved the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

ADOPTED

SEPTEMBER 18, 2023

Commissioner Rogers moved for the adoption of the foregoing resolution, Commissioner Dixon seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted

AYES: T.C. Rogers, Cindy Carpenter, Donald Dixon

State of Ohio, County of Butler, on this 18th day of September, 2023, the Clerk of the Board does hereby certify that 23-09-01494 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



**FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-130**

RESOLUTION TO APPROVE OPEN PURCHASE ORDER BALANCES.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the Open Purchase Order Balances, attached hereto as Exhibit "A".

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director

		UNIT PRICE	\$84.84	\$2.56	\$2.63	\$231.96	\$1,756.23	4.00%	0.50%	0.50%	5.00%		
		ITEM	253	254	448	802	614		802				
Fairfield Township 2024 Paving Estimate September 27, 2023													
Road	Start	Finish	Pavement Repair, 8.5"	Pavement Planing, Profile 0-1.5"	Pavement Planing, 1.5"	Surface Course Type 1, 1.5" , APP	Mobilization APP	Maintaining Traffic	Premium On Bid Bond	Premium On Insurance	Contingencies	COST	
JESSES WAY	MORRIS	TYLERSVILLE RD	435.92	6227	0	259	1	4,594.80	574.35	574.35	5,743.49	\$126,356.88	
JERRI TERRACE	ALL	ALL	134.77	1925	0	80	0	1,398.81	174.85	174.85	1,748.52	\$38,467.34	
KRISTINE DR	ALL	ALL	212.57	3037	0	127	0	2,206.32	275.79	275.79	2,757.90	\$60,673.91	
WANDA WAY	ALL	ALL	206.15	2945	0	123	0	2,139.71	267.46	267.46	2,674.64	\$58,842.03	
URMSTON AVE	2623 UMSTON AVE	CULDESAC	203.57	2908	0	121	0	2,112.91	264.11	264.11	2,641.14	\$58,105.04	
SARA CT	ALL	ALL	171.71	2453	0	102	0	1,782.24	222.78	222.78	2,227.80	\$49,011.65	
ELISSA DR	ALL	ALL	95.43	1363	0	57	0	990.50	123.81	123.81	1,238.13	\$27,238.75	
JAMES PLACE	ALL	ALL	346.58	4951	0	206	0	3,597.28	449.66	449.66	4,496.60	\$98,925.22	
FAYETTA DR	ALL	ALL	444.52	6350	0	265	0	4,613.84	576.73	576.73	5,767.31	\$126,880.72	
LORINDA DR	ALL	ALL	112.73	1610	0	67	0	1,170.09	146.26	146.26	1,462.61	\$32,177.34	
LAKEBROOK CT	ALL	ALL	126.18	1803	0	75	0	1,309.68	163.71	163.71	1,637.09	\$36,016.09	
LAKEWOOD CT	ALL	ALL	332.84	4755	0	198	0	3,454.66	431.83	431.83	4,318.32	\$95,003.07	
LAKEWOOD DR*	CLEARVIEW LAKE	WINDLAKE	55.17	0	788	33	0	574.84	71.86	71.86	718.55	\$15,808.16	Southbound Lane Only
MAPLE CREST DR	LIBERTY FAIRFIELD	MAPLE CREST CT	45.72	653	0	27	0	474.53	59.32	59.32	593.16	\$13,049.60	
MAPLE CREST CT	4150 HICKORY VIEW		303.42	4335	0	181	0	3,149.28	393.66	393.66	3,936.60	\$86,605.23	
CREEKSIDE WAY	WEST SIDE CULDESAC	WALDEN PONDS CIR	90.72	1296	0	54	0	941.58	117.70	117.70	1,176.97	\$25,893.37	
CREEKSIDE WAY	WALDEN PONDS CIR	CYPRESS HILL DR	177.27	2532	0	106	0	1,839.93	229.99	229.99	2,299.91	\$50,598.13	
OLD MILL CT	ALL	ALL	70.67	1010	0	42	0	733.51	91.69	91.69	916.88	\$20,171.40	
MILL CREEK CT	ALL	ALL	100.64	1438	0	60	0	1,044.58	130.57	130.57	1,305.73	\$28,726.00	
PEBBLE RIDGE CT	ALL	ALL	49.66	709	0	30	0	515.44	64.43	64.43	644.30	\$14,174.66	
MAIDSTONE CT	ALL	ALL	49.69	710	0	30	0	515.78	64.47	64.47	644.72	\$14,183.92	
STONE MILL WAY	ALL	ALL	279.95	3999	0	167	0	2,905.66	363.21	363.21	3,632.07	\$79,905.56	
MILL VIEW CT	ALL	ALL	81.86	1169	0	49	0	849.66	106.21	106.21	1,062.07	\$23,365.55	
OLD STONE CT	ALL	ALL	178.12	2545	0	106	0	1,848.77	231.10	231.10	2,310.96	\$50,841.11	
MILL POND CT	ALL	ALL	108.41	1549	0	65	0	1,125.25	140.66	140.66	1,406.57	\$30,944.47	
		TOTAL	4414	62273	788	2628	1	45889.64	5736.21	5736.21	57362.06	\$1,261,965.23	

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-131**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE PROJECT
AGREEMENT WITH BUTLER COUNTY FOR THE KING AVENUE STORMWATER
IMPROVEMENT PROJECT.**

WHEREAS: CDBG funding has been awarded in the amount of \$205,232 for the stormwater improvements on King Avenue; and

WHEREAS: The CDBG Grant Program provides communities with resources to address a wide range of unique community development needs; and

WHEREAS: Residents on King Ave will benefit from the installation of a storm sewer pipe, catch basin, and curb along the east side of King Avenue; and

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 Administrator to sign the project agreement with the Board of County Commissioners of Butler County for the King Avenue stormwater improvements.

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director

THIS AGREEMENT, on the _____ day of _____, 2023, between the Board of County Commissioners of **Butler County, Ohio**, hereinafter referred to as “**County**” and the Board of Township Trustees of **Fairfield Township**, Butler County, Ohio, hereinafter referred to as “**Township**”.

WHEREAS, a project or activity, described as Stormwater Improvements on King Ave, hereinafter referred to as “**Project**”, has been approved and funded in the amount of \$205,232 (Two Hundred five Thousand and Two Hundred and Thirty-Two Dollars) under the Butler County Entitlement Program; and

WHEREAS, the parties desire to define their rights and duties by execution of this Project Agreement.

Now, therefore, the parties hereby agree as follows:

1. Pursuant to R.C. §307.15, the parties agree that County shall undertake to perform the Project, and is hereby authorized by Township, to exercise any power, perform any function, or render any service, on behalf of Township or its legislative authority, that Township or legislative authority may exercise, perform, or render in connection with the Project. County may assign the performance of tasks, or duties, in connection with the Project to such County officers, officeholders, departments, agencies, employees or agents as County determines is appropriate under the circumstances.
2. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County and Township. Details regarding Section 3 requirements are in Appendix A.
3. Pursuant to Pub. L. No. 117-58 §§70914 of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (“IIJA”) of 2021, the parties agree to comply with the following Buy America preference:
 - a. All iron and steel used in the Project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. All manufactured products used in the Project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

4. County is hereby granted the right to enter upon any property owned, leased, or controlled by Township for the purpose of performing the Project, subject, however, to advance notice to, and supervision by, Township.
5. Other than those funds committed to the performance of the Project pursuant to the Butler County Entitlement Program, Township shall be responsible for the costs of performing the Project, and for any claims, or expenses, which arise out of the performance of the Project, except as may be directly and proximately caused by the gross negligence of County. Township shall, upon receipt of an invoice from County, immediately reimburse County for any such costs, claims or expenses.

This agreement has been approved by the legislative authority of the Township by resolution or ordinance attached and made part of this Agreement.

BUTLER COUNTY:

TOWNSHIP:

Judi Boyko, Administrator

Trustee

APPROVED AS TO FORM ONLY:

Trustee

Mary Anne Nardillo

Assistant Prosecuting Attorney

Trustee

Appendix A
Section 3 Clause

a. Compliance

The parties agree to comply with these “Section 3” requirements:

“The work to be performed under this Agreement is a Project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the Project area, and that contracts for work in connection with the Project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the Project is located.”

The parties further agree to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations that opportunities for training and employment arising in connection with a housing home repair (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; and where feasible, priority for employment should be given to Section 3 Workers residing within a one-mile radius (or a radius that included 5,000 people) of the Project or the neighborhood in which the Project is located, and to YouthBuild participants; and

To the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; where feasible, priority should be given to business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood in which the Project is located, and to YouthBuild programs; and Township will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

b. Notifications

The parties agree to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c. Engagement

The parties agree to engage in qualitative efforts including but not limited to:

- i. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- ii. Providing training or apprenticeship opportunities.
- iii. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).
- iv. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- v. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
- vi. Engaging in outreach and referrals with OhioMeansJobs.com, a one-stop shop for Ohio-based companies.

d. Retention

The parties will retain all documentation, contracts, and records for a minimum of five (5) years.

FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-132

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE PROJECT
AGREEMENT WITH BUTLER COUNTY FOR THE PATER AVENUE STORMWATER
IMPROVEMENT PROJECT.**

WHEREAS: CDBG funding has been awarded in the amount of \$300,968 for the stormwater improvements on Pater Avenue; and

WHEREAS: The CDBG Grant Program provides communities with resources to address a wide range of unique community development needs; and

WHEREAS: Residents on Pater Ave will benefit from the installation of a storm sewer pipe, catch basin, and roll curb along the east side of Pater Avenue; and

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 Administrator to sign the project agreement with the Board of County Commissioners of Butler County for the Pater Avenue stormwater improvements.

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township
Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director

THIS AGREEMENT, on the _____ day of _____, 2023, between the Board of County Commissioners of **Butler County, Ohio**, hereinafter referred to as “**County**” and the Board of Township Trustees of **Fairfield Township**, Butler County, Ohio, hereinafter referred to as “**Township**”.

WHEREAS, a project or activity, described as Stormwater Improvements on Pater Ave, hereinafter referred to as “**Project**”, has been approved and funded in the amount of \$300,968 (Three Hundred Thousand and Nine Hundred Sixty-Eight Dollars) under the Butler County Entitlement Program; and

WHEREAS, the parties desire to define their rights and duties by execution of this Project Agreement.

Now, therefore, the parties hereby agree as follows:

1. Pursuant to R.C. §307.15, the parties agree that County shall undertake to perform the Project, and is hereby authorized by Township, to exercise any power, perform any function, or render any service, on behalf of Township or its legislative authority, that Township or legislative authority may exercise, perform, or render in connection with the Project. County may assign the performance of tasks, or duties, in connection with the Project to such County officers, officeholders, departments, agencies, employees or agents as County determines is appropriate under the circumstances.
2. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County and Township. Details regarding Section 3 requirements are in Appendix A.
3. Pursuant to Pub. L. No. 117-58 §§70914 of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (“IIJA”) of 2021, the parties agree to comply with the following Buy America preference:
 - a. All iron and steel used in the Project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. All manufactured products used in the Project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

4. County is hereby granted the right to enter upon any property owned, leased, or controlled by Township for the purpose of performing the Project, subject, however, to advance notice to, and supervision by, Township.
5. Other than those funds committed to the performance of the Project pursuant to the Butler County Entitlement Program, Township shall be responsible for the costs of performing the Project, and for any claims, or expenses, which arise out of the performance of the Project, except as may be directly and proximately caused by the gross negligence of County. Township shall, upon receipt of an invoice from County, immediately reimburse County for any such costs, claims or expenses.

This agreement has been approved by the legislative authority of the Township by resolution or ordinance attached and made part of this Agreement.

BUTLER COUNTY:

TOWNSHIP:

Judi Boyko, Administrator

Trustee

APPROVED AS TO FORM ONLY:

Trustee

Mary Anne Nasdiello

Assistant Prosecuting Attorney

Trustee

Appendix A

Section 3 Clause

a. Compliance

The parties agree to comply with these "Section 3" requirements:

"The work to be performed under this Agreement is a Project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the Project area, and that contracts for work in connection with the Project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the Project is located."

The parties further agree to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations that opportunities for training and employment arising in connection with a housing home repair (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; and where feasible, priority for employment should be given to Section 3 Workers residing within a one-mile radius (or a radius that included 5,000 people) of the Project or the neighborhood in which the Project is located, and to YouthBuild participants; and

To the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; where feasible, priority should be given to business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood in which the Project is located, and to YouthBuild programs; and the parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

b. Notifications

The parties agree to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3

preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c. Engagement

The parties agree to engage in qualitative efforts including but not limited to:

- i. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- ii. Providing training or apprenticeship opportunities.
- iii. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).
- iv. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- v. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
- vi. Engaging in outreach and referrals with OhioMeansJobs.com, a one-stop shop for Ohio-based companies.

d. Retention

The parties will retain all documentation, contracts, and records for a minimum of five (5) years.

FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-133

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO ENTER INTO CONTRACT
WITH T.R. GEAR LANDSCAPING FOR THE FAIRFIELD TOWNSHIP
PRINCETON ROAD MEDIANS, AT A TOTAL AMOUNT OF \$13,995.00.**

WHEREAS: Landscaping work is required for Princeton Road medians to further the safety and welfare of Fairfield Township residents;

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 Administrator to enter into the contract with T.R. Gear Landscaping for the maintenance and landscaping of the Fairfield Township Princeton Road Medians, at a total cost of \$13,995.00, to be paid from Fund No. 2906. The contract is attached hereto as Exhibit "A".

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township
Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director



**Fairfield Township Princeton Road
Medians**

Landscape Maintenance Contract
2024



This **Commercial Landscape Management Service Agreement** (the "Agreement") dated 9/21/23 by and between:

CUSTOMER

Fairfield Township
6032 Morris Road
Hamilton, OH 45011

and

CONTRACTOR

T. R. Gear Landscaping, LLC
3300 Port Union Road
Fairfield, OH 45014

constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Fairfield Township Princeton Road
Medians
3385 Princeton Road
Fairfield Township, OH 45011

The initial Term of this agreement shall take effect January 1, 2024 (the "Commencement Date") and will continue through December 31, 2024. Unless specified in the "Additional Contract Term Provisions" section below, this agreement shall automatically renew on a year-to-year basis with a price increase equal to the current Consumer Price Index, unless either party gives written notice to the other of intention not to renew at least sixty (60) days prior to any anniversary of the Commencement Date.

Services

During the Term, Contractor shall provide, or arrange for the provision of, the Services.

The "Services" consist of the landscape maintenance, enhancement, irrigation, or other general landscape services described in the "Scope of Landscape Services" attached hereto.

The "Landscape Site" consists of the exterior landscaped areas for the site(s) identified on Scope of Landscape Services where Services will be furnished by the Contractor in accordance with the Scope of Landscape Services.

The Contractor shall provide the Services in accordance with applicable professional horticulture standards using trained, uniformed, and properly supervised personnel, and properly maintained equipment.

The Contractor shall promptly remove all of its tools, equipment, surplus materials, landscape waste materials and rubbish from the Landscape Site after rendering Services.

Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

**Service Pricing for:
Fairfield Township Princeton Road Medians**

<u>Services Included</u>	<u>Occ</u>	<u>Per Occ</u>	<u>Total</u>
Landscape Maintenance Services			
Litter Control & Weed Control in Beds	24	\$165.00	\$3,960.00
Plant & Bed Care Services			
Spring Clean-up	1	\$690.00	\$690.00
Mulch (Spring)	1	\$2,700.00	\$2,700.00
Ornamental Shrub Pruning	2	\$310.00	\$620.00
Fall Cleanup/Cutbacks	2	\$575.00	\$1,150.00
Watering Truck with Driver			
Maintenance Handwatering Service	15	\$325.00	\$4,875.00
Subtotal			\$13,995.00
Est. Tax			\$0.00
Total for Proposed Services			\$13,995.00
 Extra Services Not Included in the Base Contract			
Winter Visit/ Litter Control			\$0.00
Turf Core Aeration			\$0.00
Plant Health Care			\$0.00

Scope of Services:

LANDSCAPE MAINTENANCE SERVICES

Litter Control & Weed Control in Beds

PLANT & BED CARE SERVICES

Spring Clean-up

Mulch (Spring)

Ornamental Shrub Pruning

Fall Cleanup/Cutbacks

WATERING TRUCK WITH DRIVER

Maintenance Handwatering Service

OPTIONAL SERVICES

Winter Visit/ Litter Control

Turf Core Aeration

Plant Health Care

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" means Customer and all of their agents or representatives.
2. "We", "Our", "Ours" and "Us" mean Contractor and all of its representatives.
3. "Services" means all materials, labor, supplies and equipment necessary to perform the specified work.

TERMS AND CONDITIONS

Accessibility: For us to perform the required Services in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required Services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement. Work crews shall arrive at the job site unannounced unless otherwise noted herein.

Taxes: You agree to be responsible for all applicable taxes on the Services and/or materials used or provided in connection with the Services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits, approvals or consent for the Services provided pursuant to this Agreement.

Contractor will maintain a license, as required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

Payment Terms: You agree to pay invoices within thirty (30) days of receipt. If a payment plan is indicated on the face of this Agreement, payments under the plan will be due as indicated and without further demand or invoicing required. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand. A late charge of one-and-a-half (1½%) percent per month will be charged on all amounts that are delinquent.

Payment is by check or ACH transfer. A five (5%) percent surcharge will be added for every payment by credit card. Any costs from automated or third-party invoicing processing required by you will be added to the agreement price. Any check dishonored will incur a one hundred (\$100) charge.

In the event we must commence collection action or arbitration to recover any amount payable under this Agreement, you agree to reimburse us for all costs, expenses and attorneys' fees when incurred by us.

Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement. We cannot be liable for damages to private or temporary utilities or siding within 6" of the turf. We are not responsible for the conditions of the premises and will not be liable for any slip, trip or fall accidents on these premises.

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.

You agree to pay on a time and materials basis for any additional work required to complete the work occasioned by concrete, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not readily apparent while estimating the work. We reserve the right to charge for any damages to equipment incidental to performance of contract.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials or service calls requested by you. If requested, you will be charged for these Services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us or our subcontractor.

Therefore, you agree to permit only our personnel or agent(s) to perform the Services included. Should anyone other than us perform such Services, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Subcontracts: We reserve the right to hire qualified subcontractors to perform parts of this Agreement or specialized Services, so long as such subcontractors comply with the provisions set forth herein.

Hold Harmless: If there is a claim, damage, loss or expense that is caused in whole or in part by the negligent performance of the Services by us or anyone whose act we are liable, then, we will defend, indemnify and hold you harmless from and against these claims, damages, losses and expenses. If there is a claim, damage, loss or expense that is caused in whole or in part by any act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives from and against these claims, damages, losses and expenses including, but not limited to, attorneys' fees.

Insurance: We, and our subcontractors, agree to maintain General Liability, Automotive Liability, Worker's Compensation insurance and any other insurance required by law for the Services.

Delays Outside Our Control: In the event that there is a delay, loss, damage or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Due to the unpredictability of weather systems, we cannot be held responsible for postponements or cancellations of Services scheduled to be performed. No refund for cancelled Services or allowances shall be made. We shall act diligently to ensure that you receive all Services and the Agreement obligations are met.

Ground Repair Exclusion: We will attempt to minimize disturbance to your property. Due to the size and weight of equipment involved, some damage may occur. You understand that ground repairs are not included. In addition, any objects or plants within the area where Services are performed are your responsibility to either move or waive its rights to claim damages. Dust, dirt, and debris are incidental to the Services, and as such shall not be considered damage.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages arising at any time or from any cause.

Limited Warranty: We will not be held responsible for repairs or damages resulting from weather, animals, vandalism, 3rd party activity or events beyond our control.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You will look solely to the manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of Services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for Services rendered.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedure of the American Arbitration Association (AAA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date when the disputed work was performed.

Workforce: The workforce will be personally presentable for the Services being performed. All employees shall be competent and qualified and shall be U.S. citizens or legally authorized to work in the United States.

Contractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.

Non-Solicitation: During and for a period of twelve months following any termination of this Agreement, you shall not, directly or indirectly or through others, hire, solicit or encourage any employee, consultant or subcontractor of ours to leave or terminate their employment or relationship with us. You shall not hire any such employee, consultant, or subcontractor who has left our employment or contractual engagement within one year of such employment or engagement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Due to the inability to anticipate rising fuel costs, we reserve the right to incorporate a proportional and negotiable fuel surcharge during the course of the contract.

Early Termination: You reserve the right to cancel this contract for reasons of non-performance with thirty days' advance written notice. Such termination shall be effective if we fail to implement corrective action for such non-performance cited in the notice within thirty days. You also reserve the right to cancel this contract upon our bankruptcy or insolvency or upon your sale of the property on which we are to perform Services where the new owner refuses to assume the contract. You agree to forfeit any contract terms that contained multiple year or volume discounts upon cancellation. A reconciliation of the account will be performed, that will charge you for all services provided through the final service date, as well as for any resources utilized or materials previously procured in expectation of the contract's future execution. Credits will be applied for any overpayments previously received. The final invoice shall be due in full upon receipt.

Notice: Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be effective when received. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 4:00pm or on weekends or holidays, will be deemed received on the next business day. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties.

Independent Contractor: We undertake performance of the Services as an independent company and shall be wholly responsible for the methods of performance. You shall have no right to supervise or direct the methods used.

Law and Venue: The Agreement shall be governed by and construed in accordance with the Laws where the work is performed. The venue with respect to any litigation arising hereunder shall be the venue which governs our office location.

Waiver: A waiver by us of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. You shall pay all attorneys' fees and costs incurred by us in enforcing the rights under this Agreement.

Paragraph Headings: The paragraph headings contained herein are included solely for the convenience of the parties and do not, in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

Purchase Orders: This Agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter and contains all of the covenants and agreements between the parties and this writing constitutes the final expression of the parties' agreement. This Agreement may not be modified except in writing signed by an authorized representative of each party.

No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order from you shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties shall negotiate replacement terms for any invalid provision which reflect the original intent of the parties under this Agreement.

Survival: Upon completion of the Services or in the event of termination, obligations and duties provided for in the terms and conditions of this Agreement shall survive. Each party binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

Special Provisions:

You and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized for Customer:

Authorized for Contractor:

Signature

Signature

Date

Date

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-134**

**RESOLUTION TO APPOINT PAUL JOHNSON AS A FULL-TIME PUBLIC WORKS
DEPARTMENT EMPLOYEE, AT AN HOURLY RATE OF \$21.00, EFFECTIVE HIRE DATE
OCTOBER 16, 2023, WITH A 12-MONTH PROBATIONARY PERIOD.**

WHEREAS: The Administrator has indicated an immediate need for a full-time employee in the Public Works Department; and

WHEREAS: The Public Works Department Supervisor has recommended hiring Paul Johnson as a full time Public Works Department employee;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the appointment of Paul Johnson, as a full-time Public Works Department worker with the job description set forth on the attached Exhibit "A", at an hourly rate of \$21.00 hour, with a 12-month probationary period.

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township
Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-135**

RESOLUTION DESIGNATING FAIRFIELD TOWNSHIP ROADS FOR BID ON THE ATTACHED PAVING ESTIMATE LIST (ATTACHMENT "A"), TO BE CERTIFIED FOR FUNDING UPON THE AWARDING OF CONTRACT, AS DETERMINED BY THE BUTLER COUNTY ENGINEERS OFFICE, WITH A COST NOT TO EXCEED \$1,261,965.23.

WHEREAS: Butler County can receive a discount on paving roadways within the County; and

WHEREAS: Butler County has provided Fairfield Township an estimate for work on Fairfield Township roads based on desired 2024 work, with said estimate subject to change upon selection of bid by Butler County; and

WHEREAS: Butler County has requested that all Township Resolutions be completed and returned for inclusion in the county contract; and

WHEREAS: Funds will be paid directly to the vendor Butler County contracts with; and

WHEREAS: The Fairfield Township paving estimate for 2024 is \$1,261,965.23; and

WHEREAS: This will be taken from Fund

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby designates 2024 Fairfield Township roads for bid as set forth on the attached paving estimate list as seen herein as attachment "A", to be certified for funding upon the awarding of contract for paving with a cost not to exceed \$1,261,965.23.

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: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director

		UNIT PRICE	\$84.84	\$2.56	\$2.63	\$231.96	\$1,756.23	4.00%	0.50%	0.50%	5.00%	
		ITEM										
Fairfield Township 2024 Paving Estimate September 27, 2023												
Road	Start	Finish	SY	SY	SY	CY	EA	LS	LS	LS	LS	COST
JESSES WAY	MORRIS	TYLERSVILLE RD	435.92	6227	0	259	1	4,594.80	574.35	574.35	5,743.49	\$126,356.88
JERRI TERRACE	ALL	ALL	134.77	1925	0	80	0	1,398.81	174.85	174.85	1,748.52	\$38,467.34
KRISTINE DR	ALL	ALL	212.57	3037	0	127	0	2,206.32	275.79	275.79	2,757.90	\$60,673.91
WANDA WAY	ALL	ALL	206.15	2945	0	123	0	2,139.71	267.46	267.46	2,674.64	\$58,842.03
URMSTON AVE	2623 UMSTON AVE	CULDESAC	203.57	2908	0	121	0	2,112.91	264.11	264.11	2,641.14	\$58,105.04
SARA CT	ALL	ALL	171.71	2453	0	102	0	1,782.24	222.78	222.78	2,227.80	\$49,011.65
ELISSA DR	ALL	ALL	95.43	1363	0	57	0	990.50	123.81	123.81	1,238.13	\$27,238.75
JAMES PLACE	ALL	ALL	346.58	4951	0	206	0	3,597.28	449.66	449.66	4,496.60	\$98,925.22
FAYETTA DR	ALL	ALL	444.52	6350	0	265	0	4,613.84	576.73	576.73	5,767.31	\$126,880.72
LORINDA DR	ALL	ALL	112.73	1610	0	67	0	1,170.09	146.26	146.26	1,462.61	\$32,177.34
LAKEBROOK CT	ALL	ALL	126.18	1803	0	75	0	1,309.68	163.71	163.71	1,637.09	\$36,016.09
LAKEWOOD CT	ALL	ALL	332.84	4755	0	198	0	3,454.66	431.83	431.83	4,318.32	\$95,003.07
LAKEWOOD DR*	CLEARVIEW LAKE	WINDLAKE	55.17	0	788	33	0	574.84	71.86	71.86	718.55	\$15,808.16
MAPLE CREST DR	LIBERTY FAIRFIELD	MAPLE CREST CT	45.72	653	0	27	0	474.53	59.32	59.32	593.16	\$13,049.60
MAPLE CREST CT	4150 HICKORY VIEW	ALL	303.42	4335	0	181	0	3,149.28	393.66	393.66	3,936.60	\$86,605.23
CREEKSIDE WAY	WEST SIDE CULDESAC	WALDEN PONDS CIR	90.72	1296	0	54	0	941.58	117.70	117.70	1,176.97	\$25,893.37
CREEKSIDE WAY	WALDEN PONDS CIR	CYPRESS HILL DR	177.27	2532	0	106	0	1,839.93	229.99	229.99	2,299.91	\$50,598.13
OLD MILL CT	ALL	ALL	70.67	1010	0	42	0	733.51	91.69	91.69	916.88	\$20,171.40
MILL CREEK CT	ALL	ALL	100.64	1438	0	60	0	1,044.58	130.57	130.57	1,305.73	\$28,726.00
PEBBLE RIDGE CT	ALL	ALL	49.66	709	0	30	0	515.44	64.43	64.43	644.30	\$14,174.66
MAIDSTONE CT	ALL	ALL	49.69	710	0	30	0	515.78	64.47	64.47	644.72	\$14,183.92
STONE MILL WAY	ALL	ALL	279.95	3999	0	167	0	2,905.66	363.21	363.21	3,632.07	\$79,905.56
MILL VIEW CT	ALL	ALL	81.86	1169	0	49	0	849.66	106.21	106.21	1,062.07	\$23,365.55
OLD STONE CT	ALL	ALL	178.12	2545	0	106	0	1,848.77	231.10	231.10	2,310.96	\$50,841.11
MILL POND CT	ALL	ALL	108.41	1549	0	65	0	1,125.25	140.66	140.66	1,406.57	\$30,944.47
		TOTAL	4414	62273	788	2628	1	45889.64	5736.21	5736.21	57362.06	\$1,261,965.23

Resolution 23-134

BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES

AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of Township Trustees)

Rev. Code, Secs. 5705.34, 5705.35

The Board of Trustees of **FAIRFIELD TOWNSHIP**, Butler County, Ohio, met in

_____ the _____ day of _____, 20_____, at the office of
(regular or special)

_____ with the following members present:

_____ moved the adoption of the following Resolution:

RESOLVED, By the Board of Trustees of **FAIRFIELD Township**, Butler County, Ohio

in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding
fiscal year commencing January 1, 2024; and

WHEREAS, the Budget Commission of Butler County, Ohio has certified its action thereon to the
Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied
by this Board, and what part thereof is without, and what part within the ten mill tax limitation;
therefore, be it

RESOLVED, By the Board of Trustees of **FAIRFIELD TOWNSHIP**, Butler County, Ohio,
that the amounts and rates, as determined by the Budget Commission in its certification, be and the
same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township the rate of
each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	169,000.00		0.29	
ROAD & BRIDGE FUND	582,862.00		1.00	
CEMETERY FUND				
LIGHTING FUND				
GARBAGE & WASTE DISPOSAL DISTRICT FUND				
POLICE DISTRICT FUND		2,050,000.00		5.90
FIRE DISTRICT FUND		0.00		0.00
PUBLIC SAFETY FUND		1,700,000.00		3.90
PARK LEVY FUND				
ZONING FUND				
MISCELLANEOUS FUNDS				
GENERAL (NOTE) BOND RETIREMENT FUND				
SPECIAL ASSESSMENT BOND FUND				
TRUST FUND				
BOND FUND				
FEDERAL REVENUE FUND				
TOTAL	751,862.00	3,750,000.00	1.29	9.80

=====

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

=====

FUND	COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)	MAXIMUM RATE AUTHORIZED TO BE LEVIED
=====		
GENERAL FUND:		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0.00	0.00
=====		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on 2000(POLICE) not to exceed CONT. years.	2,050,000	5.90
Levy authorized by voters on 2009(CURRENT EXPENSE) not to exceed CONT years.	-	0.00
Levy authorized by voters on 11/03/15, (SAFETY SERVICES) not to exceed CONT years.	1,700,000	3.90
Levy authorized by voters on XXX(FIRE) not to exceed years.	0.00	5.00
Levy authorized by voters on not to exceed years.		0.00
Levy authorized by voters on not to exceed years.		0.00
Levy authorized by voters on not to exceed years.		0.00
Levy authorized by voters on not to exceed years.		0.00
Levy authorized by voters on not to exceed years.		0.00
Levy authorized by voters on not to exceed years.		0.00
=====		

and be it further

RESOLVED, That the Clerk of this Board be, and he/she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted the _____ day of _____, 20____.

Clerk of the Board of Township Trustees of

_____Township
Butler County, Ohio.

=====

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Butler County, ss.

I, _____, Clerk of the Board of Township Trustees of
_____ Township, in said County, and in whose custody the Files and Records of said Board
are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is
taken and copied from the original _____

now on file with said Board, that the foregoing has been compared by me with said original document
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20_____

Clerk of the Board of Township Trustees of

_____ Township
Butler County, Ohio

NOTE: A copy of this Resolution must be certified to the County Auditor before the first day of
October in each year, or at such later date as may be approved by the Board of Tax Appeals.

=====

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR. (BOARD OF TOWNSHIP TRUSTEES)

ADOPTED _____, 20____

FILED _____, 20____

TOWNSHIP CLERK

COUNTY AUDITOR

DEPUTY AUDITOR

=====

Backup to 23-136

FAIRFIELD TOWNSHIP		Divide by 1,000	effective rate	collection estimate C x D	2024 Estimate
General Fund					
RES/AGR VALUATION	529,246,800	529,247	0.29	153,482	
OTHER	35,240,570	35,241	0.29	10,220	
P.U. & TANGIBLE	18,374,350	18,374	0.29	5,329	
	582,861,720			<u>169,030</u>	169,030
0 Police					
RES/AGR VALUATION	529,246,800	529,247	3.490469	1,847,320	
OTHER	35,240,570	35,241	3.49723	123,244	
P.U. & TANGIBLE	18,374,350	18,374	5.9	108,409	
	582,861,720			<u>2,078,973</u>	2,078,973
09 Fire					
RES/AGR VALUATION	529,246,800	529,247	0	0	
OTHER	35,240,570	35,241	0	0	
P.U. & TANGIBLE	18,374,350	18,374	0	0	
	582,861,720			<u>0</u>	0
Road and Bridge					
RES/AGR VALUATION	529,246,800	529,247	1	529,247	
OTHER	35,240,570	35,241	1	35,241	
P.U. & TANGIBLE	18,374,350	18,374	1	18,374	
	582,861,720			<u>582,862</u>	582,862
Public Safety					
RES/AGR VALUATION	529,246,800	529,247	2.937355	1,554,586	
OTHER	35,240,570	35,241	2.923853	103,038	
P.U. & TANGIBLE	18,374,350	18,374	3.9	71,660	
	582,861,720			<u>1,729,284</u>	1,729,284
RES/AGR VALUATION			7.717824		<u>4,560,148</u>
OTHER			7.711083		
P.U. & TANGIBLE			11.090000		

FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-137

**RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT ON THE
PROPERTIES LISTED BELOW AND FURTHER AUTHORIZING THE ZONING
ADMINISTRATOR TO INITIATE COMPLAINT.**

WHEREAS: Uncontrolled vegetation, unsecured property, improper parking of vehicles, and/or refuse, junk, and debris were reported at the properties listed below; and

- **2533 Schafer Knoll Ct- Vegetation**
- **6191 Hollyberry Ln- Vegetation**

WHEREAS: The Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, or securing the property, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS: The Fairfield Township zoning resolution outlines zoning guidelines to promote public health, safety, comfort, and welfare of the residents of Fairfield Township. Violations of a provision of the resolution have been observed and proper notice has been delivered; and

WHEREAS: The Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS: In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: That this Board specifically finds and hereby determines that the unsecured property, inoperable vehicles, improperly stored vehicles, uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87.

SECTION 2: That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Administrator shall cause the nuisances to be removed, and the Township shall notify the County "Auditor to assess such cost-plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87.

SECTION 3: The Board hereby dispense 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 4: 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 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 be declared an emergency and shall take effect at the earliest period allowed by law and to facilitate remediation of the nuisance throughout the growing season.

Adopted: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2023.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Lawrence E. Barbieri, Township Assistant Law Director



FAIRFIELD TOWNSHIP PLANNING & ZONING DEPARTMENT
6032 MORRIS ROAD
FAIRFIELD TOWNSHIP, OHIO 45011
513-887-4400

Case Date:	8/12/2023	Courtesy Notice Date:	
Fairfield Twp Violation #	23-176	NOV Issue Date:	8/14/2023
Address of Violation:	2533 SCHAFER KNOLL CT	Final NOV Issue Date:	
Complainant Name:	Jake Wooten		
Description:	I've filed multiple complaints about this property. They haven't cut their lawn since the last complaint several months ago. It's attraction skunks and my dog has been sprayed twice by skunks in their backyard. It's absolutely ridiculous at this point. We've had to file multiple complaints this year and last year. It's beyond obnoxious.. Thank you so much for your help.		
Disposition:	Send to Trustees		
Assigned to:	Nick Armstrong		

Property

Parcel #	Address	Owner Name
A0300071000120	2533 SCHAFER KNOLL CT	WALRATH,JOSHUA

Violations

Code: 534 High grass

Status: In Violation

Grass and weeds on all properties shall be kept at less than eight (8) inches in height.

Date: 8/14/2023 10:07:00 AM

Required Actions: Continued repeat violation (Back of Property)



Notes

Date: 10/3/2023

By: Nick Armstrong

Note: Resident is not maintaining the vegetation in the back of the property which is causing rodent issues according to complaints.



FAIRFIELD TOWNSHIP PLANNING & ZONING DEPARTMENT
6032 MORRIS ROAD
FAIRFIELD TOWNSHIP, OHIO 45011
513-887-4400

NOTICE OF NUISANCE ABATEMENT VIOLATION

Under Fairfield Township Zoning Resolution and
(ORC 505.87 & 505.871)

Case Number: 23-176

Date: 8/14/2023

Property Owner: WALRATH, JOSHUA
2533 SCHAFER KNOLL CT
FAIRFIELD TOWNSHIP, OH 45011

Address in Violation: 2533 SCHAFER KNOLL CT
FAIRFIELD TOWNSHIP, OH 45011

Parcel ID: A0300071000120

YOU ARE HEREBY NOTIFIED that you are in Violation of the Fairfield Township Zoning Resolution and/or sections 505.87 & 505.871 of the ORC at the property located at 2533 SCHAFER KNOLL CT.

In accordance with the Fairfield Township Zoning Resolution, your property is in violation of the following section(s):

Code: 534 High grass

Status: In Violation

Grass and weeds on all properties shall be kept at less than eight (8) inches in height.

Required Actions: Continued repeat violation (Back of Property)

Comments/Notes:



You must remedy the situation within **TEN (10) days** before further action is taken by Fairfield Township.

Please contact at (513) 887-4400 or at with any questions or once you are in compliance with the above notice violation(s).

Thank you in advance for your cooperation.

8/14/2023

Date



FAIRFIELD TOWNSHIP PLANNING & ZONING DEPARTMENT
6032 MORRIS ROAD
FAIRFIELD TOWNSHIP, OHIO 45011
513-887-4400

Case Date:	8/24/2023	Courtesy Notice Date:	8/24/2023
Fairfield Twp Violation #	23-198	NOV Issue Date:	9/21/2023
Address of Violation:	6191 HOLLYBERRY LN	Final NOV Issue Date:	
Complainant Name:			
Description:	Vegetation is overgrown		
Disposition:	Send to Trustees		
Assigned to:			

Property

Parcel #	Address	Owner Name
A0300099000089	6191 HOLLYBERRY LN	CANTRELL, ROBERT B JR AND MICHELLE A

Violations

Code: 534 High grass

Status: In Violation

Grass and weeds on all properties shall be kept at less than eight (8) inches in height.

Date: 8/24/2023 1:34:00 PM

Required Actions:



Notes



FAIRFIELD TOWNSHIP PLANNING & ZONING DEPARTMENT
6032 MORRIS ROAD
FAIRFIELD TOWNSHIP, OHIO 45011
513-887-4400

NOTICE OF NUISANCE ABATEMENT VIOLATION

Under Fairfield Township Zoning Resolution and
(ORC 505.87 & 505.871)

Case Number: 23-198

Date: 9/21/2023

Property Owner: CANTRELL, ROBERT B JR AND MICHELLE A
6191 HOLLYBERRY LN
FAIRFIELD TOWNSHIP, OH 45011

Address in Violation: 6191 HOLLYBERRY LN
FAIRFIELD TOWNSHIP, OH 45011

Parcel ID: A0300099000089

YOU ARE HEREBY NOTIFIED that you are in Violation of the Fairfield Township Zoning Resolution and/or sections 505.87 & 505.871 of the ORC at the property located at 6191 HOLLYBERRY LN.

In accordance with the Fairfield Township Zoning Resolution, your property is in violation of the following section(s):

Code: 534 High grass

Status: In Violation

Grass and weeds on all properties shall be kept at less than eight (8) inches in height.

Required Actions:

Comments/Notes:



You must remedy the situation within **TEN (10)** days before further action is taken by Fairfield Township.

Please contact at (513) 887-4400 or at with any questions or once you are in compliance with the above notice violation(s).

Thank you in advance for your cooperation.

9/21/2023

Date

Fairfield Township Zoning Department

COURTESY NOTICE OF VIOLATION

Under Fairfield Township Zoning Resolution 2020

For the Address: 69 Holly Berry

- ☐ Junk/Debris (Section 533)
- ☐ Inoperable/Unregistered Vehicle
(Section 533)
- ☐ Recreational Vehicle-Commercial
Vehicle and/or Trailer (Section 532)
- ☒ High Grass/Vegetation (Section 534)
- ☐ Other/Notes: _____

**We would appreciate your cooperation in this
matter. Please address this within 10 days or
contact our Zoning Department at 513-887-4400.**

Sincerely,

