

Minutes Regular Trustee Meeting Meetings
Held April 12 , Year 2017

The Fairfield Township Trustees held a Regular Trustee Meeting Wednesday, April 12, 2017 at the Administration Building, 6032 Morris Road, Hamilton, OH 45011, for conducting Township business. Meeting was called to order by Mrs. Berding, President of Board, at 6:30 PM.

ROLL CALL

Mrs. Berding Present
Mr. McAbee Present
Mrs. Hartkemeyer Present

Fiscal Officer **Mrs. Bock** not present due to attending the Local Government conference in Columbus, Ohio.

Mrs. Berding appointed **Mrs. Hartkemeyer** as Pro Temp Fiscal Officer in **Mrs. Bock's** absence. All in favor.

Moment of silence in remembrance of Kyler Bradley passing one year ago.

PLEDGE OF ALLEGIANCE was honored.

OLD BUSINESS

Veterans' Memorial Park

Dan Hare presented Veterans' Memorial information. I am glad to be back with you. I provided information for everyone to review. The first point is finding an appropriate location; I have listed items to consider. Secondly, who currently uses the space, how is it used and how do people come and go from the space. Things to think about; soil samples, arborist report, structural engineer report and reports from geologist, archaeologist and ecologist. Finally developing a brief set of aspirations, requirement and timelines.

Veterans' Memorial may be the best name to start with, then in the future it can be Veterans' Memorial Park.

The **Board** agreed to move forward with plans to develop a Veterans' Memorial.

Parking Naming Policy

Mr. Barbieri – I did a little research on line and gave you a sheet with a policy on it. This is not a legal document just some guidance on how to select a name for the Board to review.

Policy Manual

Mrs. Vonderhaar – The new policy manual was approved today; I will send the manual to the board tomorrow. The board can review and discuss at the next Trustee meeting.

ITEMS DISCUSSED

Mailing Label

Mrs. Hartkemeyer – I have been a Fairfield Township resident for 17 years now and have an issue with Township mail being addressed to Hamilton, Fairfield, Fairfield Township, Indian Springs, Liberty Township or West Chester. I have contacted the Postmaster General in Cincinnati to see if we can get this changed to Fairfield Township and he is willing to work with us.

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Mrs. Berding – I agree with Trustee Hartkemeyer and I love this community. My only concern would be if this requires the residents or businesses to make costly changes, I don't want to create any undo cost.

Mrs. Hartkemeyer – My understanding is the mail will continue to default if the zip code is correct. This would not require anyone to make costly changes. We could contact businesses and they can change letterhead, etc. in the future when they need to order more materials.

The **Board** agreed to move forward with this.

Zoning Inspector Hiring Update

Mrs. Vonderhaar – we have received three applications total. One application requested part time, one requested \$85,000.00 and one 30,000.00-40,000.00 all with no experience.

The **Board** would like to look at the applications from the three that have applied and pursue Shared Resources to see if we can get any interested applicants.

Mrs. Berding – I will reach out to Dr. Morris at Miami University to see if he can help with any new graduates.

Process to Hire New Police Chief

Mrs. Hartkemeyer - I would like to see us put together a cross functional team that would work to provide recommendations and get this posted quickly. They would put together a job description, then we would interview, the sooner the better.

Social Media Policy

Mr. Barbieri – After the last meeting I was asked by Mrs. Vonderhaar to put together something that was compliant with the First Amendment and serve as a social media policy. I put something together and it is in your packet attached to the resolution. Please review and let me know if you want to make any changes.

Website Introduction

Mrs. Vonderhaar – This just went live today. We worked with Legend Web Works, a citizen and a fire and police representative. The goal was to stay simple, be user friendly and make sure we had news, announcements and a calendar. We created a place at the top that residents could report a problem and contact us. I will be working on a program for residents to sign up to receive e-mail blast and audio & video recording of our meetings.

The **Board** agreed the website looks great.

Tennis Court Update

Mrs. Vonderhaar – We opened bids publicly today @ 2:00 pm. We received three sealed bids which the Trustees have.

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to accept the bids. All in favor.

Mrs. Hartkemeyer – Would like to see references on other tennis court work they have performed. Would like to look at the quality of the work, cost and the delivery. The **Board** agreed and Mrs. Vonderhaar will have the information at the next meeting.

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PUBLIC COMMENTS

Kate Downie – 2754 Hamilton Mason Road, we used to give opinions on chairs, blinds and tables, no one told us. What about the project on Gilmore, was Hunters Trace told? Years ago, we tried to get a post office. CIC notice, what is that? **Mr. McAbee** – This is an announcement about the next (CIC) Community Improvement Corporation Meeting, which meets every quarter.

Kevin Potter – 6965 Hunting Horn Court – I asked the Police Chief about the possibility of a K-9 for Fairfield Township. He said we don’t need one, is that true?
Sargent Lanier – We could always use one but we do have a lot of units around us that would be available to use if we need one. There is a significant cost to maintain a K-9 unit.
Who is using the ball fields? **Mrs. Vonderhaar** – We have different teams practicing on them. I will get the schedules updated on our website.
Park naming, how long will this take? **Mrs. Berding** – We have a new protocol and process on our agenda to vote on tonight.

Paul Yechel - 7856 Bridgewater Lane – employees are doing a great job. Think it is very unfortunate we don’t have a post office or library in a Township of our size. I believe our police force is being used to much at shopping centers. On the Gilmore Road development, I would like to see a nice restaurant, not another Dollar store.

Jason Hartkemeyer - 4250 Bennett Drive – Section 3 should include structures, don’t want bridge to be renamed.
Mr. McAbee – The bridge is not Township property; it belongs to the County and they gave us permission to name it.

Mr. McAbee - Asked Mrs. Vonderhaar what progress has been made on the property at 2800 Hamilton Mason Road. Mrs. Vonderhaar is going to check with Mrs. Lapensee and personally look at the property.

NEW BUSINESS

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to suspend the reading of the minutes of the Special Meeting and Regular Trustee Meeting of March 22, 2017. All in favor.

Motion made by Mr. McAbee, second by Mrs. Berding to approve as listed above. All in favor.

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to pay the bills. All in favor.

Motion to table to approve the financial reports as submitted by the Fiscal Officer Nancy Bock. All in favor.

Motion made by Mrs. Hartkemeyer, second by Mr. McAbee to accept the resignation of Police Chief, Matthew Fruchey.

Mrs. Berding	Yes
Mr. McAbee	Abstain
Mrs. Hartkemeyer	Yes

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Motion made by Mr. McAbee, second by Mrs. Berding to appoint Sergeant Doug Lanier as acting Police Chief. All in favor

Mr. McAbee – Are we paying Sergeant Lanier chief's wages?

Mrs. Berding – Currently we are not.

ROLL CALL

Mrs. Berding	Present
Mr. McAbee	Present
Mrs. Hartkemeyer	Present

RESOLUTION ADOPTING PUBLIC RECORDS POLICY FOR FAIRFIELD TOWNSHIP

#17-38

Motion made by Mr. McAbee, second by Mrs. Berding to Table Resolution #17-38.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION ADOPTING A TOWNSHIP POLICY FOR THE NAMING AND CHANGING OF NAMES OF TOWNSHIP PARKS AND OTHER PROPERTY

#17-39

Motion made by Mr. McAbee, second by Mrs. Berding to Table Resolution #17-39.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION TO ESTABLISH A SOCIAL MEDIA POLICY FOR FAIRFIELD TOWNSHIP

#17-40

Motion made by Mrs. Berding, second by Mr. McAbee to Table Resolution #17-40.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE AN AGREEMENT OF SALE

#17-41

Resolution authorizing the administrator to execute an agreement of sale.

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to adopt Resolution #17-41.

Mr. Geis – The agreement for sale is the remainder of the Graceworks site absent the Storypoint site, plus or minus 78 acres. This also includes the group home Graceworks runs and operates on the Kettering site. By the Board authorizing the administrator to execute this agreement it ties into some of the discussion you had this evening. This will give the Board of Trustees, if they are successful in acquiring this site, the opportunity to guide and direct the development of this valuable piece of property in Fairfield Township. The Board did commission me to employ an appraiser for this site and the value you are being asked to offer for this property is below the appraised value. I believe this will offer the board the best opportunity to get the most useful and desired development in this area.

Mr. McAbee – How do you propose we pay for it?

Mr. Geis – My opinion would be debt since interest rates are so low right now. I would not recommend using cash. It is better to have the cash in reserve in case there is an emergency.

The Board can acquire the property then move to CIC for the greatest flexibility.

Peter Bohrofen – 5747 Shady Meadows Drive – I hope the seller is not in room. Your explanation says this is a wonderful opportunity and they could say maybe I will raise the price. I would recommend if you are going to spend tax payers' dollars that you expand the CIC board to include tax payers.

Mr. Geis – If this sale is approved it is a public record.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

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RESOLUTION ALLOWING ADMINISTRATOR TO EXECUTE AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENT #17-42

Resolution authorizing the administrator to execute an agreement for public infrastructure improvements.

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to adopt Resolution #17-42.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION TO AUTHORIZE REPAIRS ON BEATY LANE NOT TO EXCEED \$18,000.00 #17-43

Resolution authorizing a Beaty Lane repair from Landview Services, LLC, at a cost not to exceed \$18,000.00

Motion made by Mrs. Hartkemeyer, second by Mr. McAbee to adopt Resolution #17-42.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION AUTHORIZING THE FIRE CHIEF TO HIRE TWO FIREFIGHTER/EMT'S, LUKE CHAPMAN AND MATTHEW ESTRIDGE PENDING SUCCESSFUL COMPLETION OF MEDICAL PHYSICAL #17-44

Resolution to appoint part-time Firefighter/EMT Luke Chapman and part-time Firefighter/EMT Matthew Estridge at an hourly rate of \$15.50/Hr, effective hire date April 12, 2017, with a 12-month probationary period, pending successful completion of medical physicals.

Motion made by Mr. McAbee, second by Mrs. Berding to adopt Resolution #17-44.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION AUTHORIZING INTERIOR PAINTING OF FIRE STATION 211 IN THE TOTAL AMOUNT OF \$7,500.00 #17-45

Resolution authorizing the interior painting to be done at Fire Station 211 by D & A painting for a total cost of \$7,500.00.

Motion made by Mr. McAbee, second by Mrs. Berding to adopt Resolution #17-44.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

RESOLUTION TO AUTHORIZE PURCHASE OF NEW CARPET FOR FIRE STATION 211 IN THE AMOUNT OF \$9,250.00 #17-46

Resolution authorizing the purchase of new carpet for Fire Station 211 by Certified Flooring Installation Inc. (CFI), for a total cost of \$9,250.00.

Motion made by Mr. McAbee, second by Mrs. Hartkemeyer to adopt Resolution #17-46.

YES – Mrs. Berding, Mr. McAbee, Mrs. Hartkemeyer

BOARD COMMENTS

Mr. McAbee – I would like to congratulate the Administrator on the egg hunt, looks like the event was well attended and everyone had a good time.

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Mrs. Hartkemeyer – Thanks to all who helped with the egg hunt. I would like to talk about the sign out front at our next meeting. I don't like the sign and have received several complaints that it looks like a used car lot sign. I also believe it is against our zoning code. Would like to get a better sign for modernization. I would like to discuss at our next meeting the medians, get better landscaping, maybe banners on poles in medians.

Mrs. Berding – I want to personally thank former police chief Matthew Fruchey for making my transition from township resident to public official easier. Whenever I had questions about police work or the police department budget, he was quick to answer. I wish him all the best in his future endeavors and his retirement and hope he and his family can enjoy some time together.

TOWNSHIP SCHEDULE

- Fairfield Township CIC Meeting – Wednesday, April 26, 2017, 6:30 PM
- Fairfield Township Trustees Meeting, Wednesday, April 26, 2017 6:45 PM
- Fairfield Township Spring Clean-up Day – Saturday, May 6, 2017, 8:00 AM-3:00 PM

Motion made by Mrs. Berding, second by Mr. McAbee to adjourn at 8:35 PM.
 All in favor.

Minutes submitted by:

Nancy A. Bock
 Nancy A. Bock, Fiscal Officer

Susan Berding
 Susan Berding, President

Joe McAbee
 Joe McAbee, Trustee

Shannon Hartkemeyer
 Shannon Hartkemeyer, Trustee

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RESOLUTION NO. 17- 41

RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE AN AGREEMENT OF SALE.

WHEREAS, Graceworks Lutheran Services and Fairfield Township, Butler County, Ohio have negotiated and intend to enter into an Agreement of Sale whereby Graceworks Lutheran Services agrees to sell to Fairfield Township the real property located at the intersection of Gilmore Road and Hamilton Mason Road, identified as Butler County Auditor's Parcel Nos. A0300012000037, A0300021000042 and A0300025000008; and

WHEREAS, the Agreement of Sale will promote economic development and the health, safety and welfare of the residents of Fairfield Township;

NOW, THEREFORE, BE IT RESOLVED by the Fairfield Township Board of Trustees, as follows:

Section 1. The Board hereby authorizes the Township Administrator to execute the Agreement of Sale attached hereto as Exhibit A.

Section 2. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Fairfield Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

Section 3. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby 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. This Resolution shall be effective on the earliest date allowed by law.

Adopted: April 12, 2017

Board of Trustees

Shannon Hartkemeyer

Joe McAbee:

Susan Berding:

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 12th day of April, 2017.

ATTEST:

Nancy A. Beck

Nancy Beck, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

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AGREEMENT OF SALE

GRACEWORKS LUTHERAN SERVICES hereinafter called "Seller," agrees to sell to, FAIRFIELD TOWNSHIP, BUTLER COUNTY hereinafter called "Buyer," and Buyer agrees to purchase from Seller, the real Property located at the intersection *Gilmore Rd & Hamilton Mason Rd.*, (Butler County Auditor's Parcel Identification Nos. A0300012000037, A0300021000042 and A0300025000008 Fairfield Township, Butler County, Ohio, consisting of land area as shown in Exhibit A attached hereto, hereinafter called "the Property," as to be further defined in a Limited Warranty Deed.

ARTICLE 1. PURCHASE PRICE

1.01 Amount. The Seller and Buyer hereby agree to a purchase price for the Property of One Million Four Hundred and Fifty Thousand (\$1,450,000.00) Dollars (the Purchase Price) for the above described Property, contingent upon final authorization and funding being approved and provided to Buyer by the Fairfield Township Board of Trustees. The purchase price includes the purchase of the Group Home which is on parcel numbers A0300021000042 and A0300012000037. The amount of the purchase price attributed to the Group Home is \$200,000.

ARTICLE 2. CONDITIONS OF SALE

2.01 The Buyer's obligation to purchase the Property pursuant to this Agreement is conditioned on the completion of these items to the Buyer's satisfaction:

A) Marketable Title - The conveyance to Buyer of good and marketable title to the Property. Marketability of title will be determined in accordance with the Title Standards approved by the Ohio State Bar Association. It is understood and agreed that the Property is being sold by Seller to Buyer hereunder free and clear of all liens, claims and encumbrances except for the Permitted Exceptions, and it is further understood and agreed that the conveyance by Limited Warranty Deed to be delivered by Seller pursuant thereto shall be subject only to said Permitted Exceptions which are as follows:

- (1) Any and all provisions of any ordinance, municipal regulation, or public law;
- (2) Easements, restrictions and legal highways of record;
- (3) Installments of real estate taxes and assessments, a lien upon the Property, but not yet due and payable.

Any mortgages or other monetary liens on the Property at Closing shall be discharged by Seller at the time of Closing out of the Purchase Price.

B) Delivery of Possession - Delivery of possession of said Property to Buyer, immediately on closing, free and clear of all uses and occupancies by closing, notwithstanding any and all existing structures, which are to remain, except for the Group Home and its tenants listed in Section 2.04.

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C) Environmental examination - Buyer may at Buyer's expense conduct an examination of the Property to determine whether the Property: (A) is contaminated by toxic waste or hazardous substance; (B) contains asbestos; (C) appears on the Federal CERCLA (Comprehensive Environment Responsibility Compensation and Liability Act or Superfund) list or on any other similar State or Federal list as being classified as a hazardous site; (D) is located in any flood plain, floodway or other flood control district designated by any federal, state or local government agency, department or bureau; (E) is free of legally protected wetlands; (F) is free from significant historic sites or evidence of Native American habitation or settlement. Seller represents, without duty to further inquire, that it has no actual knowledge of any facts which would result in a finding of the existence of any of the items set forth in (A)-(F).

D) Financing- Satisfactory financing for the purchase to be arranged by Buyer.

E) Due Diligence Period: Right to Enter Property and Conduct Testing - Buyer, its agents, officials, employees, assignees, or designees, shall have the right to and shall be authorized by Seller to inspect the Property for a period of 150 days from the execution by all parties of this Agreement of Sale. Buyer and Seller agree that Buyer, its successors, assignees, and/or designees, shall be permitted to make entry on the Property upon providing reasonable notice of the same to Seller, in order to conduct any and all due diligence studies, inspections and testing procedures, studies, or assessments (including but not limited to all environmental testing, asbestos testing, surveying, engineering, soil borings and other tests) during the Due Diligence Period. Buyer, its agents, officials, employees, assignees, or designees, hereby agree to restore the premises to its original condition if otherwise disturbed by any due diligence efforts or activities of the Buyer resulting from this Agreement.

At any time during the due diligence period defined herein, Buyer may, at Buyer's sole discretion, elect to terminate this Agreement for any reason whatsoever, or alternatively, Buyer may, in its sole discretion, elect to waive any and all contingencies or material defects noted by Buyer during the course of its due diligence investigations and proceed to closing, provided such notice of termination or waiver of contingencies is furnished in writing to Sellers within the defined Due Diligence Period. Closing will take place no later than 30 days after the expiration of the Due Diligence Period if Buyer does not elect to terminate this Agreement during the Due Diligence Period.

F) Survey - Buyer shall provide and pay for necessary surveys for legal description, deed preparation and recording.

G) Seller agrees to include within the transfer of the Property all permanently installed improvements located on/within the Property and/or structure, subject to exceptions noted in Section 3.01 of this Agreement.

H) Sale shall be contingent upon Buyer receiving final approval and authorization from the Fairfield Township Board of Trustees, and further receiving final approval and funding to fund purchase of the same. Failure to receive said approval within 150 days from the effective date of this Agreement shall nullify this contract, and Buyer shall promptly so notify Seller.

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D) The signing of Agreement For Public Infrastructure Improvements by Fairfield Township, the City of Hamilton, Butler County and Graceworks Lutheran Services. Buyer acknowledges that this Agreement has been signed by all parties.

Tax Prorations

2.02 There shall be prorated between Seller and Buyer as of Closing all (a) real estate taxes including CAUV recoupments and installments of assessments as shown on the latest available tax duplicate; (b) interest on encumbrances assumed by Buyer and (c) rents and operating expenses; with Buyer assuming liability for such items following Closing.

Expenses of Closing

2.03 The expenses of closing described in this Article shall be paid in the following manner:

- (1) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer or his nominees in the manner described in this Agreement shall be paid by Seller.
- (2) The cost of title insurance, if elected by the Buyer, shall be paid by the Buyer.
- (3) Any costs of surveys, transfer and recordation of title shall be paid by the Buyer.
- (4) Any tax imposed on the conveyance of title to said Property to Buyer or his nominee shall be paid by the Buyer.
- (5) Costs of preparing any mortgage releases shall be paid by Seller.

Included in the Sale

2.04 The REAL ESTATE shall include the land, the Group Home, all appurtenant rights, privileges, and easements, and shall also include all personal affects transferred in conjunction with the real estate, as itemized within Section 1.01 and 2.01(F) of this agreement.

2.05 Seller's obligation under this Agreement will be conditioned upon the prior closing of Seller's sale of the "Story Point" parcel to CSIG Development Company, LLC, and receiving the full purchase price for that Property.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Warranties of Seller

3.01 Seller represents and warrants to Buyer as follows:

(a) There are no parties in possession of any part of said Property as lessees, tenants at sufferance, or trespassers except for those residents in the Group Home;

(b) There is, to Seller's actual knowledge without duty to further inquire, no pending or threatened condemnation or similar proceeding or assessment affecting said Property, or any

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part thereof, nor is any such proceeding or assessment contemplated by any governmental authority;

(c) Seller has to its actual knowledge complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said Property, or any part thereof;

(d) Said Property has full and free access to and from public highways, streets or roads and, to the actual knowledge of Seller, without duty to further inquire, and belief of Seller, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

(e) The REAL ESTATE is zoned B-PUD and is () is not (X) located in an Environmental Quality District; and

(f) No Township, County or State orders have been served upon Seller requiring work to be done or improvements to be made which have not been performed.

ARTICLE 4. SELLER'S OPTION TO LEASE

4.01 The parties agree that Seller's obligation to close this purchase is subject to Seller being granted the option to lease the Group Home from Buyer for an initial term of up to two years from the closing date. The parties agree that if Seller exercises this option to lease that Seller and Buyer will agree on a written lease that includes the following provisions.

4.02 If Seller exercises its option to lease the Group Home, the rent for the initial term will be \$1,000 per month. All initial and exterior maintenance, real estate taxes and utilities will be paid by the Seller.

4.03 Seller may at any time terminate the Lease by delivering to Buyer thirty (30) days advance notice of termination. By mutual agreement the term of the Lease may be extended from time to time. In the event of any extension, the Lease Rate will be adjusted annually based on the Consumer Price Index. In the event that Buyer determines not to extend the initial term or any renewal term, Seller will be provided a ninety (90) day prior written notice before being required to vacate the Group Home.

4.04 During the term of the lease, Seller must maintain the Group Home in a commercially reasonable manner subject to inspection by Buyer.

4.05 Seller will indemnify Buyer from all claims resulting from Seller's occupancy and lease of the Group Home.

4.06 If Seller exercises its option to lease the Group Home from Buyer, Seller agrees to pay for Property and liability insurance in an amount reasonably acceptable to Buyer.

ARTICLE 5. MISCELLANEOUS BUYER'S EXAMINATION

5.01 Buyer is relying solely upon its own examination of the real estate, the Seller's certifications herein, and inspections herein required, if any, for its physical condition and

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character. On the Closing Date, Seller will transfer possession of the Property to Buyer in as is where is condition with all faults and limitations, whether known or unknown, presently existing or that may hereafter arise. Buyer agrees that Seller has made no representations, warranties or promises except as set forth in this Agreement and Buyer expressly agrees to accept the Property, as is where is, with all faults.

Assignment of Agreement

5.02 This Agreement shall be binding on the parties, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller which will not be unreasonably withheld. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

Survival of Covenants

5.03 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Ohio Law to Apply

5.04 This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Butler County, Ohio.

Legal Construction

5.05 In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

5.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

Gender

5.07 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa, unless the context requires otherwise.

Descriptive Heading

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5.08 The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections, which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

5.09 In the event that either party fails to close the sale and purchase of the Property pursuant to the terms of this Agreement, and is obligated to do so, both parties agree that the only action that may be maintained under this Agreement by either party is an election to enforce the terms hereof by action for specific performance, and that neither party will be entitled to damages or any other remedy available at law. However, in the event of a successful legal action by either party, the successful party will be entitled to recover its costs and attorneys fees.

5.10 Time is the of essence in this transaction.

5.11 This Agreement may be executed by both parties in counterparts each of which shall be deemed an original and all of such counterparts taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands effective as of the 12th day of May, 2017.

BUYER:

FAIRFIELD TOWNSHIP, BUTLER COUNTY,

By: Julie Vanderhaar
Name Printed: JULIE VANDERHAAR
Title: ADMINISTRATOR
Date: 5/12/17

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this 15th day of May, 2017.

SELLER: Gracewicks Lutheran Services

By: William O. Herr II

Mr. William O. Herr II, President
6430 Inner Mission Way
Dayton, Ohio 45429-7400

Date: 5/15/2017

APPROVED AS TO FORM AND EXECUTION:

L. E. Balthore
Lawrence E. Balthore
Bainfield Township Law Director

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Exhibit A

(To be provided)

7604592.3

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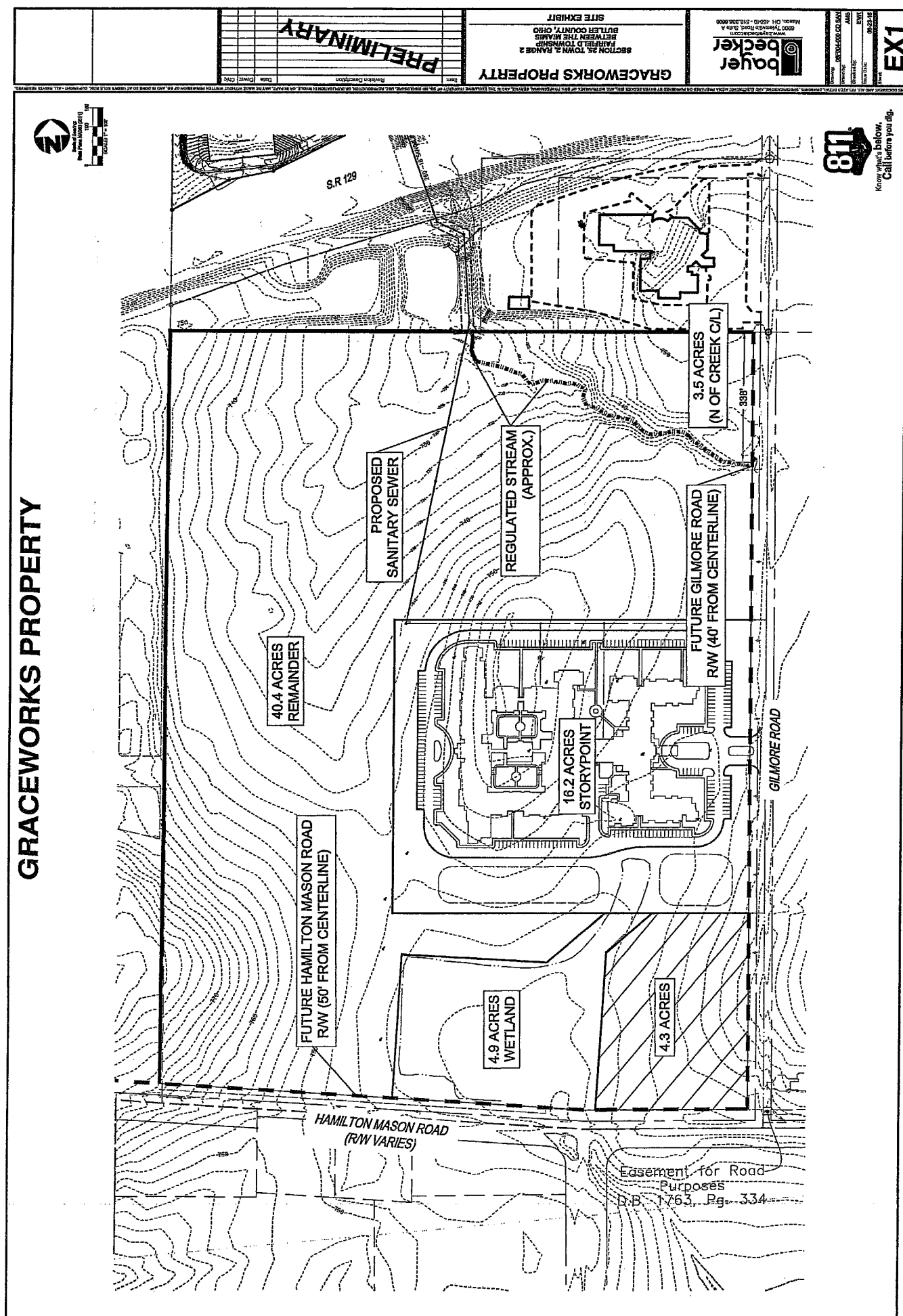
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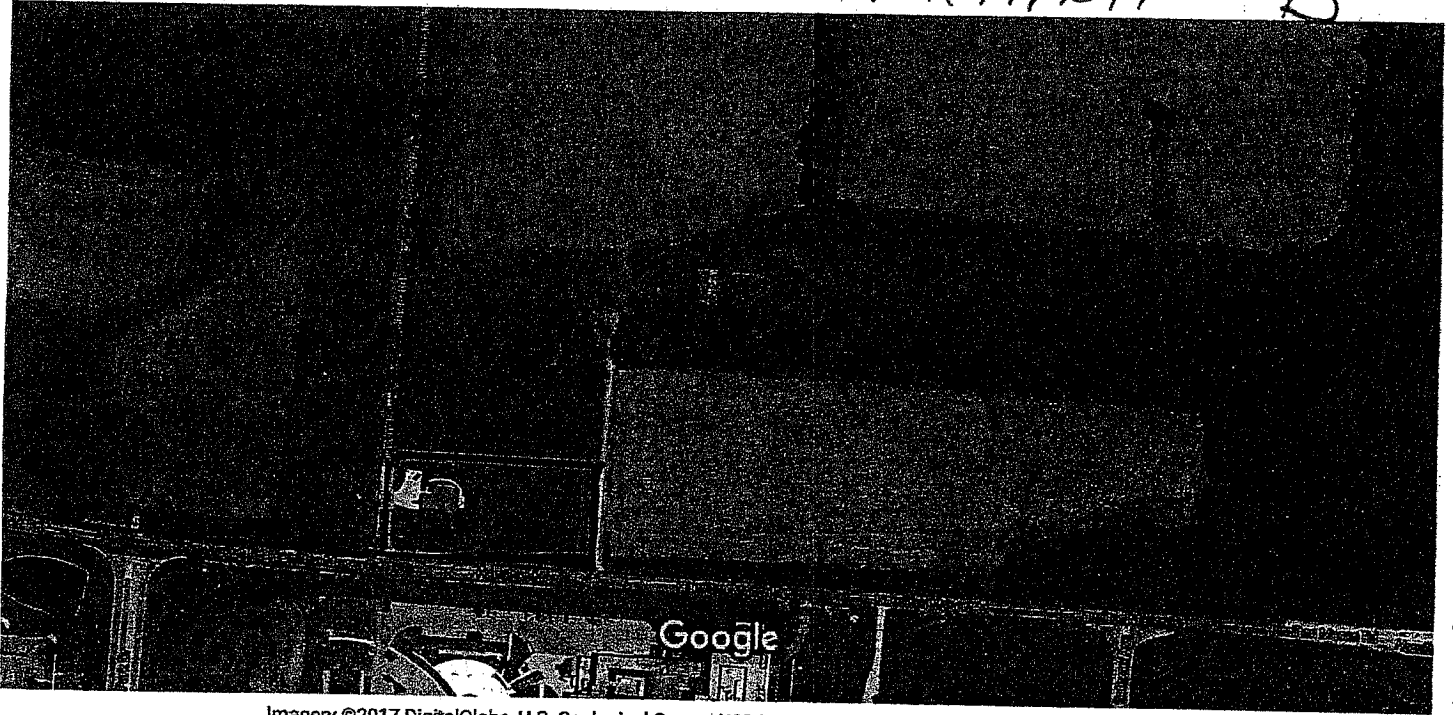
, Year 2017

4/13/2017

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EXHIBIT B



Imagery ©2017 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2017 Google 100 ft

Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 17- 42**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE AN AGREEMENT
FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS.**

WHEREAS, the Board of County Commissioners of Butler County, Ohio, the Board of Township Trustees of Fairfield Township, Butler County, Ohio, the City of Hamilton, Ohio, and Graceworks Lutheran Services have negotiated and intend to enter into an Agreement for Public Infrastructure Improvements (hereinafter "Agreement") for their mutual benefit, for the benefit of Butler County, and for the benefit of the State of Ohio; and

WHEREAS, the Agreement for Public Infrastructure Improvements will promote economic development and the health, safety and welfare of the residents of Fairfield Township, the City of Hamilton, Butler County, and the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED by the Fairfield Township Board of Trustees, as follows:

Section 1. The Board hereby authorizes the Township Administrator to sign the Agreement attached hereto as Exhibit A.

Section 2. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Fairfield Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

Section 3. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby 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. This Resolution shall be effective on the earliest date allowed by law.

Adopted: April 12, 2017

Board of Trustees

Shannon Hartkemeyer:

Joe McAbee:

Susan Berding:

Shannon Hartkemeyer
Joe McAbee
Susan Berding

Vote of Trustees

yes
yes
yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 12th day of April, 2017.

ATTEST:

Nancy A. Bock
Nancy Bock, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director

Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS

This Agreement made as of the dates indicated herein by and between the Board of County Commissioners of Butler County, Ohio (the "County"), the Board of Township Trustees of Fairfield Township, Butler County, Ohio (the "Township"), the City of Hamilton, Ohio (the "City"), and Graceworks Lutheran Services.

WHEREAS, Township has been reviewing a development plan (the "Development Plan") by Lutheran Social Services and/or Graceworks Lutheran Services (collectively the "Owners") proposing improvements to multiple parcels of land located within the unincorporated area of the Township (to wit: Auditor's Parcel Numbers A0300025000008, A0300012000037, and A0300021000042) (the "Parcels") for commercial or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of public or private street(s), open spaces for common use by owners, occupants, or leaseholders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other similar facilities; and

WHEREAS, the initial phase of the Development Plan by the Owners proposes the division or allocation of land within the current Auditor's Parcel Numbers A0300025000008 for the following purposes:

1. Creation of an approximately 16 acre parcel (the "Story Point Parcel") which would be conveyed by the Owners to Fairfield Senior Services, LLC for the development of an senior assisted living structure or group of structures (the "Improvements");
2. The dedication or conveyance of easements to County for the construction of the Sewer Improvements described in this Agreement; and
3. The dedication of right of way to the County for construction of the Road Improvements described in this Agreement.

WHEREAS, the Story Point Parcel is currently zoned B-PUD under the Fairfield Township Zoning Resolution; and

WHEREAS, Township has adopted or intends to adopt a resolution under RC § 5709.73(B) (the "TIF Resolution") declaring a portion of the increase in the assessed value of the Improvements to be for a public purpose and exempt from real estate taxation for 10 years and designating public infrastructure improvements necessary for the development of parcel(s) subject to the TIF Resolution; and

Minutes Regular Trustee Meeting Meetings

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WHEREAS, Township is authorized by R.C. § 5709.74 to use money received as service payments in lieu of taxation and deposited in Township's public improvement tax increment equivalent fund to pay the costs of public infrastructure improvements designated in the TIF Resolution; and

WHEREAS, Township and the City have approved an agreement (the "JEDD Amendment") to amend the Hamilton-Indian Springs Joint Economic Development District Contract dated August 7, 1996, as amended by the First Amendment dated August 1, 2004 (collectively, the "Original Contract") to expand the District to add approximately 184.2 acres of land (the "Added Area") located within the unincorporated area of the Township; and

WHEREAS, R.C. § 715.72(S) authorizes Township and City pursuant to their contract creating a joint economic development district to enter into agreements with respect to the substance and administration of zoning and other land use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose; and

WHEREAS, Township after consultation with County and City has determined that certain public infrastructure improvements (the "Public Improvements") are necessary for the development of the Parcels, including the Story Point Parcel, to wit:

1. Sewer Improvements (see, Exhibit A attached):
 - a. *Phase 1* – extend County's sewer facilities from an existing sewer main on the north side of SR 129 proceeding southwardly through Parcel No. A0300025000008 to a point approximately at the southwest corner of the Story Point Parcel for the purpose of serving the Improvements (Phase 1 includes segments A, B, and C as depicted in Exhibit A);
 - b. *Phase 2* – extend County's sewer facilities through Parcel No. A0300025000008 from the extended sewer main described above proceeding eastwardly to Gilmore Road to serve other portions of the Parcels or other properties within the Added Area (Phase 2 includes segment D as depicted in Exhibit A); and
2. Road Improvements (see, Exhibit B attached): Relocate Gilmore Road to the west through the southeast corner of existing Parcel No. A0300025000008 to align with Hamilton Enterprise Park Dr. at the intersection with Hamilton-Mason Rd, and make improvements to said intersection; and

WHEREAS, when the improvement of a public road lies partially within the boundary of the City and partially within the unincorporated area of the County adjacent to the City, R.C. § 5557.09 authorizes the City and the County to enter into an agreement apportioning the costs of the improvement between the City and the County, and R.C. § 5555.43 authorizes the County and the Township to enter into an agreement apportioning the costs for a county road improvement; and

WHEREAS, on December 6, 2016, the County adopted its Resolution No. 16-12-04278 accepting the Owners' dedication by plat (the "Dedication Plat") of approximately 4.624 acres

Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

located in Section 25, Town 2, Range 3, Fairfield Township, Butler County, Ohio, for the purpose of relocating a portion of Gilmore Road in connection with the Road Improvements; and

WHEREAS, the Township and the City intend to use at a minimum service payments in lieu of taxes required to be paid under R.C. §5709.74 (the "TIF Revenues") and income taxes levied by the board of directors of the JEDD (the "JEDD Revenues") to pay the costs of the Public Improvements; and

WHEREAS, the parties desire to enter into this Agreement to document their agreements as to the construction of the Public Improvements while recognizing that other documents may need to be executed at a future date to finalize the terms and conditions of such construction.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Township shall pay the cost of constructing the Sewer Improvements estimated to be approximately \$600,000. Any cost above \$600,000 shall be authorized and approved by the Township prior to the work being completed.
 - a. Phase 1 of the Sewer Improvements will be completed (at the sole cost and expense of the Township) as necessary to support the development of the assisted senior living facility planned to be constructed on the Story Point Parcel.
 - b. Phase 2 of the Sewer Improvements will be completed (at the sole cost and expense of the Township) as necessary to support the development of the remainder of the Parcels or other properties within the Added Area.
 - c. At no cost to County, the Township or the City, Owners shall execute and deliver to the County the necessary easements for the construction, operation, maintenance, repair, replacement, etc. of both Phase 1 and Phase 2 of the Sewer Improvements.
 - d. Upon completion, each phase of the Sewer Improvements shall be dedicated to County for addition to the County's public sewer facilities.
 - i. No portion of the Sewer Improvements shall be commenced prior to the issuance of a Permit to Install ("PTI") a connection to the County's sewer facilities as required by regulations promulgated by the County.
 - ii. The Sewer Improvements shall be constructed in accordance with the PTI and shall be subject to inspection by County.
 - iii. The cost of constructing the Sewer Improvements shall include all costs related to construction, including but not limited to, right of way acquisition, design and engineering fees and expenses, hard and soft costs directly related to the construction, plan review fees, permit fees, and inspection costs.
 - iv. Township shall be responsible for compliance with all local, state, and federal laws relating to the construction of the Sewer Improvements.

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Minutes Regular Trustee Meeting

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Held April 12

, Year 2019

- v. County will not accept dedication of the Sewer Improvements until County has concluded that the Sewer Improvements have been constructed in accordance with the terms of the PTI and with County's regulations relating to its sewer facilities and such acceptance shall not be unreasonably withheld.
 - vi. County's acceptance of the Sewer Improvements shall be subject to Township's obligation for maintenance for one-year as specified in the PTI and/or County's regulations.
 - vii. County may require Township or its contractor to provide performance and maintenance bonds as required by the PTI and/or County's regulations.
- 2. Township may use the portion of the JEDD Revenues allocated to the Township, and other revenue available to Township, and shall pay the cost of constructing the Road Improvements. The Township's total cost for constructing the Road Improvements shall not exceed the estimate attached hereto as Exhibit "B" unless expressly authorized by the Township and the City.
 - a. City and County will agree as to the scope of the portion of the Road Improvements located within the City limits, and any costs related to right of way acquisition or utility relocation inside the City shall be at the City's sole cost
 - b. If additional right of way area for the Road Improvements over and above that provided for on the Dedication Plat is needed, Township and City will work cooperatively and in good faith and negotiate with the Owners for the dedication to the County or City as appropriate, for no consideration, of the additional right of way necessary for the Road Improvements.
 - c. Through the County Engineer, County will cause the preparation of plans, specifications and cost estimates for the Road Improvements
 - i. The County Engineer or his designee shall consult with the City and the Township or their designees in regards to the preparation of such plans, specifications and cost estimates.
 - ii. The road construction standards regularly employed by the County Engineer will be applicable to the design and construction of the portion of the Road Improvements located within the unincorporated area of Township, and the City's street construction standards will be applicable to the design and construction of the portion, if any, of the Road Improvements located within the municipal boundaries of the City.
 - iii. Upon the recommendation of the County Engineer, County will contract with a professional engineer or design professional and pay an amount not to exceed \$250,000 for the preparation of the plans, specifications and cost estimates for the Road Improvements. Because the County Engineer estimates the design professional costs for the Road Improvements to be approximately \$150,000, the County agrees that any portion of the

RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

\$250,000 referenced herein which is not expended by the County for design services for the Road Improvements will be available for design services for other road improvement projects which the City, the Township and the County mutually agree would benefit the Added Area.

- d. Upon the recommendation of the County Engineer, County shall award such contracts as are necessary for the completion of the Road Improvements; provided, however, that prior to awarding any such contracts, the County shall obtain the written consent of the Township and the City to enter into such contracts for the construction of the Road Improvements.
 - e. The County Engineer will administer the construction contract(s) and provide the necessary inspection service to obtain the contractor's compliance with the plans and specifications.
 - f. Except as expressly provided herein, the costs to construct the Road Improvements will initially be paid by Township. However, the cost to construct the Road Improvements shall not exceed the estimate set forth in Exhibit "B" attached unless expressly authorized by the Township and the City.
 - i. Township will cause to be timely deposited with the Butler County Treasurer such money as the County Engineer determines to be necessary to pay the cost to construct the Road Improvements in one or more installments.
 - ii. Owners shall not be assessed for any costs of Road Improvements or sewer extensions.
 - g. The Road Improvements will be completed on or before December 31, 2018.
 - h. Owners, at Owners' sole cost and expense, shall record the Dedication Plat with the Butler County Recorder on or before the date that Owners sign this Agreement.
3. City shall pay the Township an Economic Development Contract Fee (the "Fee") in an amount equal to the lesser of: (a) the estimate set forth in Exhibit "B"; or (b) the net investment (i.e., exclusive of grant money) made by the Township for the Road Improvements. The Fee shall be deposited into the General Fund of the Township. Payment of the Fee by the City shall be made not later than December 31, 2019. City shall have the right to levy and collect special assessments or other property charges on properties located within the Added Area (exclusive of Auditor's Parcel Numbers A0300025000008, A0300012000037, and A0300021000042) to recover its costs. Township will reasonably cooperate with City to implement any such special assessments or charges.
4. City, at its initial cost and expense but subject to its reimbursement rights set forth in the JEDD Amendment, will engage a consultant to develop a mutually-agreeable land use and zoning classification plan (the "Master Development Plan") for the Added Area.

Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Pursuant to R.C. § 519.12, Township will initiate zone changes for the Added Area consistent with the Master Development Plan. No portion of the Added Area will be zoned by Township for other than business, commercial, or industrial use without the express prior written consent of the City.

5. County shall provide public water and sanitary sewer service to the Added Area. Except as otherwise specified in this Agreement, Township and City will mutually agree in either the JEDD Amendment or other contracts between them as to how utility services, public safety services, and other public services will be provided within the Added Area.
6. County, Township, and City acknowledge that other agreements or documents may need to be negotiated and executed to implement the terms of this Agreement. The parties agree to negotiate and cooperate in good faith to determine the terms of such agreements or documents.
7. In the event any party to this Agreement believes any other party has materially violated any term or provision of this Agreement or that any other dispute exists concerning the interpretation or performance of this Agreement, that party shall prior to commencement of any litigation concerning such violation or dispute notify the other parties in writing of the specific facts relevant to the alleged violation or dispute.
 - a. Immediately upon delivery of such notice, the parties shall meet to discuss the alleged violation or dispute and attempt in good faith to resolve the alleged violation or dispute.
 - b. If the parties are unable to mutually resolve the alleged violation or dispute any party may request that the parties mutually seek the assistance of a qualified third-party to act as a mediator to assist the parties in attempting to resolve the alleged violation or dispute; the parties agree to mutually cooperate in good faith to select and cooperate with such mediator.
 - c. In the event the parties are unable to resolve the alleged violation or dispute, any party may commence litigation in the Court of Common Pleas of Butler County in regards to such violation or dispute.
8. Except as expressly provided herein, this Agreement constitutes the complete agreement between the parties concerning the subject matter addressed herein. This Agreement may only be modified by a writing approved by the legislative authority of each of the parties and executed in accordance with law by the legislative authority or its expressly designated representative.
9. Any notice required by or regarding this Agreement shall be in writing and shall be delivered by either certified mail or verifiable electronic delivery as follows:

To the County: County Administrator
Board of County Commissioners of Butler County
315 High St., 6th Floor
Hamilton, OH 45011
youngcs@butlercountyohio.org

To the City: City of Hamilton, Ohio

RECORD OF PROCEEDINGS

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Minutes

Regular Trustee Meeting

Meetings

Held

April 12

, Year *2017*

345 High Street
Hamilton, OH 45011
Attention: Law Director
lewis@mfitton.com

To the Township:

Township Administrator
Fairfield Township Board of Trustees, Butler County, Ohio
6032 Morris Rd.
Hamilton, Ohio 45011
jvonderhaar@Fairfieldtwp.org

To the Owners:

Graceworks Lutheran Services
6430 Inner Mission Way
Dayton, Ohio 45459-7400

(SIGNATURE PAGE TO FOLLOW)

RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

IN WITNESS WHEREOF, the Board of County Commissioners of Butler County has adopted its Resolution No. 17-05-017040n 5-8, 2017 approving this Agreement and authorizing its execution by its County Administrator; the Board of Township Trustees of Fairfield Township, Butler County has adopted its Resolution No. 17-42 on 4-12-17, 2017 approving this Agreement and authorizing its execution by its Township Administrator; and the Council of the City of Hamilton has adopted its Resolution No. _____ on _____, 2017 approving this Agreement and authorizing its execution by its City Manager.

Board of County Commissioners of Butler County

Approved as to Form:

Roger S. Gates 5/3/17
Roger S. Gates Date
Assistant Prosecuting Attorney

By: Charles S. Young
Charles S. Young, County Administrator

Board of Township Trustees of Fairfield Township,
Butler County

Approved as to Form:

L.E. Barbieri 5/2/17
Lawrence E. Barbieri Date
Law Director

By: Julie Vonderhaar
Julie Vonderhaar, Township Administrator

By _____

City of Hamilton, Ohio

Approved as to Form:

Heather Sanderson Lewis _____
Heather Sanderson Lewis Date
Law Director

By: J. Scott Scrimmiff A/CM
Joshua A. Smith, City Manager

Graceworks Lutheran Services

BY: Willis O. Serr II
Name: Willis O. Serr II
Title: President & CEO

Minutes Regular Trustee Meeting

Meetings

Held April 12

, Year 2017

Exhibit "A"



Minutes

Regular Trustee Meeting

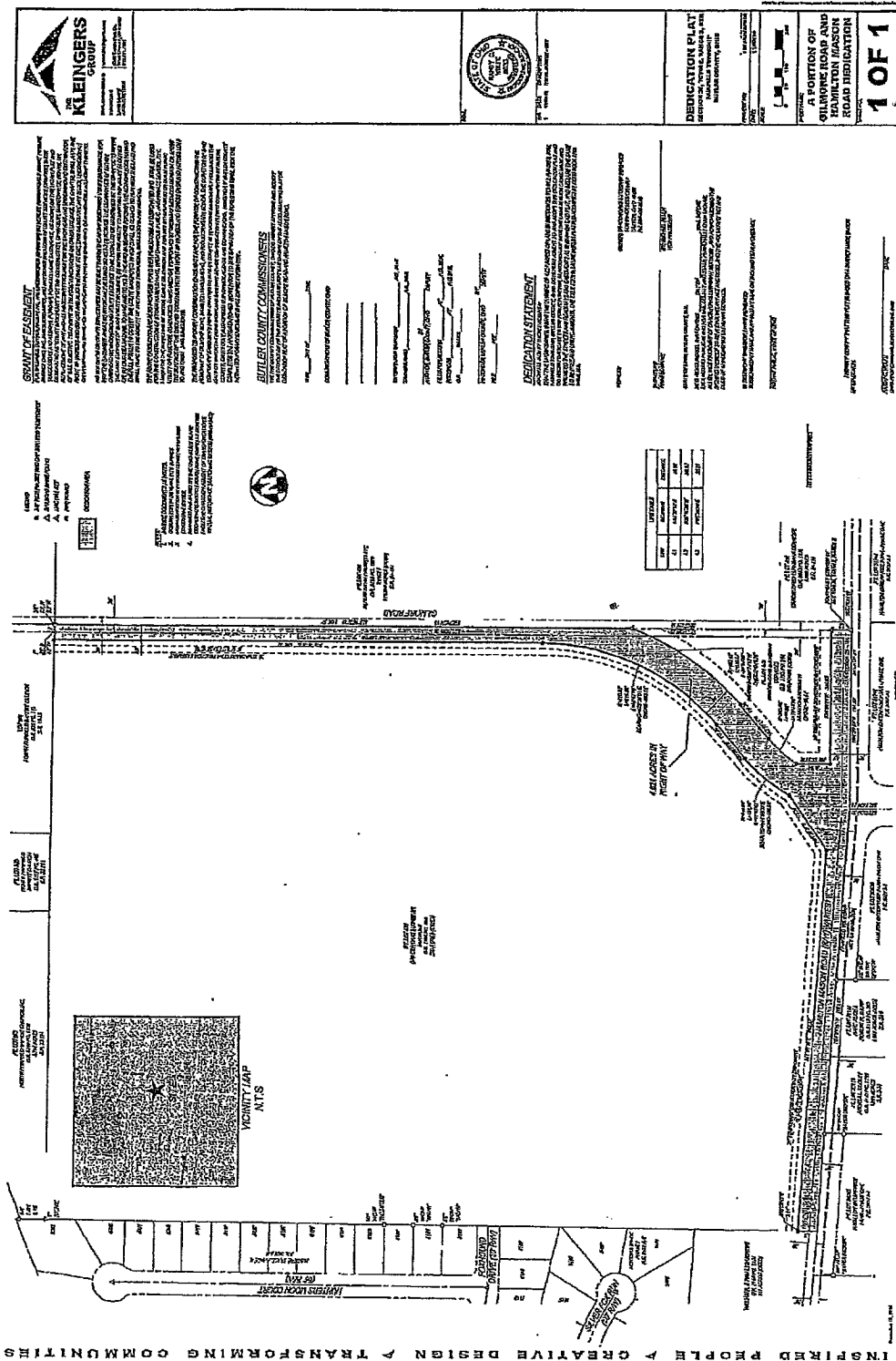
Meetings

Held

April 12

, Year 2017

Exhibit "B"



RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate

Date: 4/19/2017

	SUMMARY OF PROJECT COSTS				
	RIGHT OF WAY				\$10,000
	MITIGATION OF WETLAND				\$10,000
	UTILITY RELOCATION:				
	ELECTRIC				\$320,000
	GASLINE				\$0
	WATERLINE				\$52,500
	CONSTRUCTION (WITH 20% CONTINGENCY)				\$1,671,807
	PROJECT COST				
					\$2,064,307
	ENGINEERING				\$175,000

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate

Date: 4/19/2017

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201	CLEARING AND GRUBBING	LS	1	15,000.00	\$15,000
202	WEARING COURSE REMOVED	SY	246	5.00	\$1,230
202	PAVEMENT REMOVED	SY	2,650	1.50	\$3,975
202	PIPE REMOVED, 24" AND UNDER	LF	150	85.00	\$12,750
202	STRUCTURES REMOVED - HEADWALL	EACH	1	1,000.00	\$1,000
202	STRUCTURES REMOVED - CATCH BASIN	EACH	3	400.00	\$1,200
203	EXCAVATION	CY	3,624	15.00	\$54,360
203	EMBANKMENT	CY	4,407	18.00	\$79,326
203	SUBGRADE COMPACTION	SY	8,950	3.25	\$28,088
252	FULL DEPTH PAVEMENT SAWING	LF	600	3.00	\$1,800
301	BITUMINOUS AGGREGATE BASE	CY	1,900	110.00	\$209,000
304	AGGREGATE BASE	CY	1,484	55.00	\$81,620
407	TACK COAT	GAL	583	3.00	\$1,749
408	PRIME COAT	GAL	3,580	3.00	\$10,680
448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2	CY	345	110.00	\$37,950
448	ASPHALT CONCRETE SURFACE COURSE, TYPE I (448)	CY	400	130.00	\$52,000
451	REINFORCED PORTLAND CEMENT (APRON-STAMPED)	CY	124	160.00	\$19,840
602	CONCRETE MASONRY	CY	4.0	1,100.00	\$4,400
601	ROCK CHANNEL PROTECTION TYPE C (NO FILTER)	CY	6.0	65.00	\$390
603	4" CONDUIT, TYPE F	LF	100	7.50	\$750
603	6" CONDUIT, TYPE F	LF	100	10.00	\$1,000
603	12" CONDUIT, TYPE B	LF	60	56.00	\$3,360
603	15" CONDUIT, TYPE B	LF	250	75.00	\$18,750
603	24" CONDUIT, TYPE B	LF	60	85.00	\$5,100
603	48" CONDUIT, TYPE A	LF	150	150.00	\$22,500
604	CATCH BASIN, NO. 2-2A	EACH	2	1,300.00	\$2,600
604	CATCH BASIN, CB 3	EACH	4	3,000.00	\$12,000
604	CATCH BASIN, CB 3 (BCEO MODIFIED)	EACH	2	4,500.00	\$9,000
604	MANHOLE, TYPE 3	EACH	2	3,200.00	\$6,400
605	BASE UNDERDRAIN (4" DIA)	LF	1,850	12.00	\$22,200.00

Prelim Cost Est_041917_A.xlsx

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Intersection Realignment Gilmore and Hamilton Mason Roads Preliminary Cost Estimate

Date: 4/19/2017

608	CONCRETE WALK (6" THICKNESS)	SF	2,655	6.25	\$16,593.75
608	CURB RAMPS W/ TRUNCATED DOMES	SF	400	10.00	\$4,000
609	TYPE 6 CURB	LF	280	26.00	\$7,280
609	TYPE 2 COMBINATION CURB/GUTTER	LF	1,510	22.00	\$33,220
609	TYPE 8 CURB (AS PER PLAN)	LF	370	30.00	\$11,100
609	CONCRETE TRAFFIC ISLAND	SY	306	75.00	\$22,950
614	MAINTAINING TRAFFIC, LIGHTS, SIGNS, AND BARRICADES	LS	1	15,000.00	\$15,000
616	DUST CONTROL	MGAL	16	20.00	\$320
619	FIELD OFFICE TYPE B	MO	3	1,350.00	\$4,050
623	CONSTRUCTION LAYOUT STAKES	LS	1	8,000.00	\$8,000
624	MOBILIZATION	LS	1	15,000.00	\$15,000
659	TOPSOIL	CY	230	35.00	\$8,050.00
659	SEEDING AND MULCHING	SY	8,890	3.00	\$26,670
659	COMMERCIAL FERTILIZER	TON	1.00	900.00	\$900
659	WATER	MGAL	7	20.00	\$140
SPECIAL	SUBGRADE REPAIR	CY	4,000	55.00	\$220,000
SPECIAL	GEOGRID	SY	2,800	5.00	\$14,000
SPECIAL	LANDSCAPING ROUNDABOUT	LS	1	2,000.00	\$2,000
621	REMOVAL OF RPM'S	EACH	35	15.00	\$525
625	TRENCH	LF	1,200	15.00	\$18,000
625	ROUNDABOUT LIGHTING (FOUNDATIONS, POLES, ARMS, LIGHT)	EACH	8	8,500.00	\$68,000
625	CONDUIT, 2" (725.04)	LF	1,200	2.50	\$3,000
625	18"x18" PULL BOX	EACH	6	850.00	\$5,100
632	POWER SERVICE	EACH	1	5,500.00	\$5,500
630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	8	25.00	\$200
630	GROUND MOUNTED SUPPORT, NO. 3 POST	LF	620	6.00	\$4,980
630	SIGN, FLAT SHEET, TYPE G	SF	520.0	25.00	\$13,000

Prelim Cost Est_041917_A.xlsx

RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate

Date: 4/19/2017

642	REMOVAL OF PAVEMENT MARKINGS	LF	810	3.50	\$2,835
644	4" CENTER LINE, DOUBLE YELLOW	MILE	0.34	4,500.00	\$1,530
644	4" EDGE LINE	MILE	0.64	2,500.00	\$1,600
644	8" CHANNELIZING LINE	LF	170	1.25	\$213
644	SHARKS TEETH (YIELD)	LF	70	3.00	\$210
644	DOTTED LANE LINE, 6"	LF	140	1.15	\$161
832	STORM WATER POLLUTION PREVENTION PLAN	EACH	1	10,000.00	\$10,000
832	EROSION CONTROL	EACH	40,000	1.00	\$40,000
SPCL	TEMPORARY LIGHTING	MO	2	3,000.00	\$6,000
	SUBTOTAL				\$1,311,128
	PREMIUM FOR INSURANCE	LS	1	100.00	\$100
	PREMIUM ON BID BOND	LS	1	8.25%	\$81,945
	PROJECT TOTAL				\$1,393,173
	CONTINGENCY	LS	1	20.00%	\$278,634
	PROJECT CONSTRUCTION TOTAL WITH CONTINGENCY		TOTAL		\$1,671,807

Prelim Cost Est_041017_A.docx

RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

FAIRFIELD TOWNSHIP RESOLUTION NO. 17- 43

RESOLUTION AUTHORIZING A BEATY LANE REPAIR FROM LANDVIEW SERVICES, LLC, AT A COST NOT TO EXCEED \$18,000.00.

WHEREAS, Butler County and Fairfield Township have assessed the Storm Water Basin on Beaty Lane; and

WHEREAS, Approximately 120 feet of pipe are corroded, broken, or blocked, causing water to flood the roadway; and

WHEREAS, replacement of the pipe will prevent future damage and improve the health, safety and welfare of the community;

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

SECTION 1: The Board of Trustees authorizes the repair on Beaty Lane from Landview Services, LLC, 5381 Princeton Road, Liberty Township, OH, 45011, at a cost not to exceed \$18,000.00, which is attached hereto as Exhibit A.

SECTION 2: The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and do authorize 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: April 12, 2017

Board of Trustees

Shannon Hartkemeyer

Joe McAbee

Susan Berding

Vote of Trustees:

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 12th day of April, 2017.

RECORD OF PROCEEDINGS

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Minutes

Regular Trustee Meeting

Meetings

Held

April 12

, Year 2017

ATTEST:

Nancy A. Bock

Nancy Bock, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

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Minutes Regular Trustee Meeting Meetings

Held April 12, Year 2017

Landview Services, LLC
5381 Princeton Rd
Liberty TWP, OH 45011

Estimate

Date	Estimate #
11/30/2016	643

Name / Address
Fairfield Township 6032 Morris Road Fairfield Twp., OH 45011



Description	Qty	Rate	Total
Replacing Appx. 120' of 12" concrete storm sewer. The existing pipe will be dug out, grade will be made with one inch wash stone, pipe will be laid to grade, and ditch will be backfilled with one inch stone, and topped off with dirt. During the construction process, a driveway apron will be dug out and placed per township/county specs. If the damaged pipe exceeds 120' we will contact the township and price accordingly.	1	14,900.00	14,900.00T
THANK YOU FOR YOUR BUSINESS, COTT DENNING 513-383-7878		Subtotal	\$14,900.00
		Sales Tax (0.0%)	\$0.00
		Total	\$14,900.00

Minutes Regular Trustee Meeting Meetings
 Held April 12 , Year 2017

**FAIRFIELD TOWNSHIP
 RESOLUTION NO. 17- 44**

**RESOLUTION TO APPOINT PART-TIME FIREFIGHTER/EMT LUKE CHAPMAN AND
 PART-TIME FIREFIGHTER/EMT MATTHEW ESTRIDGE AT AN HOURLY RATE OF
 \$15.50/HR, EFFECTIVE HIRE DATE APRIL 12, 2017, WITH A 12-MONTH PROBATIONARY
 PERIOD, PENDING SUCCESSFUL COMPLETION OF MEDICAL PHYSICALS.**

WHEREAS: The Fire Chief has indicated an immediate need for part-time employees in the Fire Department; and

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

SECTION 1: The Board of Trustees hereby authorizes the appointment of Part-time Firefighter/EMT Luke Chapman and Part-time Firefighter/EMT Matthew Estridge at an hourly rate of \$15.50/HR, effective hire date April 12, 2017, with a 12 month probationary period, pending successful completion of medical physicals.

SECTION 2: The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and do authorize 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: April 12, 2017

Board of Trustees

Shannon Hartkemeyer: Shannon Hartkemeyer
 Joe McAbee: Joe McAbee
 Susan Berding: Susan Berding

Vote of Trustees:

yes
yes
yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 12th day of April, 2017.

ATTEST:

Nancy A. Bock
 Nancy Bock, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L.E. Barbieri
 Lawrence E. Barbieri, Township Law Director

Minutes	Regular Trustee Meeting	Meetings
Held	April 12	, Year 2017

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 17-45**

**RESOLUTION AUTHORIZING THE INTERIOR PAINTING TO BE DONE AT
FIRE STATION 211 BY D & A PAINTING FOR A TOTAL COST OF \$7,500.00.**

WHEREAS, all paint, caulking, and minor wall repairs included for interior of Fire Station 211 and (does not include the apparatus bays); and

WHEREAS, this will be taken out of Fund No. 2191;

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

SECTION 1: The Board of Trustees authorizes the interior painting to be done at Fire Station 211 by D & A Painting, 10436 Hoel Road, Camden, OH, 45311, at a total cost of \$7,500.00, which is attached hereto as Exhibit "A".

SECTION 2: The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and do authorize 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.

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

Adopted: April 12, 2017

Board of Trustees

Shannon Hartkemeyer

Joe McAbee:

Susan Berding:

Shannon Hartkemeyer

Joe McAbee

Susan Berding

Vote of Trustees:

yes

yes

yes

AUTHENTICATION

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ATTEST:

Nancy Bock

Nancy Bock, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L.E. Barbieri

Lawrence E. Barbieri, Township Law Director

RECORD OF PROCEEDINGS

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Minutes Regular Trustee Meeting Meetings
 Held April 12, Year 2017

P.O. No. _____

FAIRFIELD TOWNSHIP PURCHASE REQUISITION

Vendor:
 D & A Painting
 513-200-7787

Requisitioning Department:
Fire Department

Account Number	Quantity	Description	Unit Price	Total Price
2191-220-323-1072	1	Painting Station 211	7,500.00	7,500.00
		TOTAL		\$7,500.00

*****If this is a new vendor, contact the Fiscal Office in reference to W-9 Form, Proof of Insurance/Worker's Comp required, etc.)**

 Fiscal Office Date

Requestor: Chief Thomas 3/17
 Date: 2-22-2017

 Funds Available

 Insufficient Funds

Justification: Paint and minor wall repairs to interior of Station 211(Does NOT include the apparatus bays)

 Approved

 Department Head (<\$500) Date

 Denied

 Township Administrator (\$500-\$3000) Date

BOARD APPROVAL REQUIRED? ☒ Yes ☐ No
 Administrator's Comments:

Please make sure all items are filled out correctly to insure timely processing of requests!

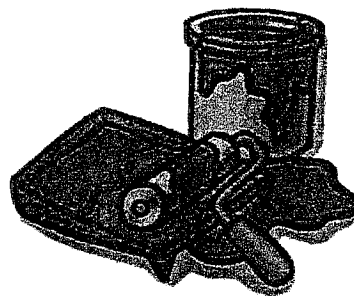
207

Minutes Regular Trustee Meeting

Meetings

Held April 12

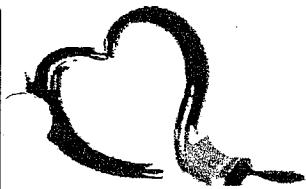
_____, Year 2017



1/23/2017

Paint walls 2-coats	
Entry, hallway, 2 front bathrooms, Office1, Office 2, Office 3	
Office 4, supply room, 2 hallways, kitchen/day room, 2 back bathrooms	
dorm area/6 bunks, 2 showers.	
Paint casings and door jambs 1-coat in same areas	
	\$ 7,500.00
All Paint, caulking, minor wall repair included in estimate.	
TOTAL	\$ 7,500.00
Thank You	
Signature of acceptance	

Minutes Regular Trustee Meeting Meetings
 Held April 12 , Year 2017



HARTMAN PAINTING COMPANY INC.

Date: January 30, 2017

Proposal for: Fairfield Township Fire Department
 ATTN: Ryan Berter
 6048 Morris Road
 Hamilton, OH 45011

Scope of work:

- Apply (1) coat of Sherwin Williams ProMar 200 Zero VOC interior latex paint to all interior walls in corridors, room 103, Captain's office, Chief's office, Assistant Chief's office, EMS supply room, EMS supply closet, class room, women's restrooms, men's restrooms, vestibule, day room, company officers room, dorm halls, bunk rooms, and shower rooms
- Repair drywall gouges, dings, and minor surface cracks in areas being painted
- Cover / protect floors and adjacent finished surfaces
- Office furniture to be removed / replaced by firehouse staff

Total: ~~\$ 12,500.00~~ includes all labor, materials, equipment and applicable taxes

Option 1: Apply (1) coat of Sherwin Williams ProIndustrial DTM Coating to all metal door frames throughout and (2) metal doors @ \$1,595.00

Terms: 1 YEAR WARRANTY AGAINST PAINT FAILURE

Signature of Acceptance _____ Date _____

Minutes Regular Trustee Meeting Meetings
 Held April 12 , Year 2017

**FAIRFIELD TOWNSHIP
 RESOLUTION NO. 17- 46**

**RESOLUTION AUTHORIZING THE PURCHASE OF NEW CARPET FOR
 FIRE STATION 211 BY CERTIFIED FLOORING INSTALLATION INC. (CFI),
 FOR A TOTAL COST OF \$9,250.00.**

WHEREAS, this will be taken out of Fund No. 2191;

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

SECTION 1: The Board of Trustees authorizes the purchase of new carpet for Fire Station 211 from Certified Flooring Installation Inc. (CFI), 825 Lindbergh Court, Suite 490, Hebron, KY, 41048, which is subcontracted from Home Depot, at a total cost of \$9,250.00, as attached in Exhibit "A".

SECTION 2: The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and do authorize 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: April 12, 2017

Board of Trustees

Shannon Hartkemeyer

Joe McAbee:

Susan Berding:

Vote of Trustees:

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 12th day of April, 2017.

ATTEST:

Nancy A. Beck
 Nancy Beck, Fairfield Township Fiscal Officer

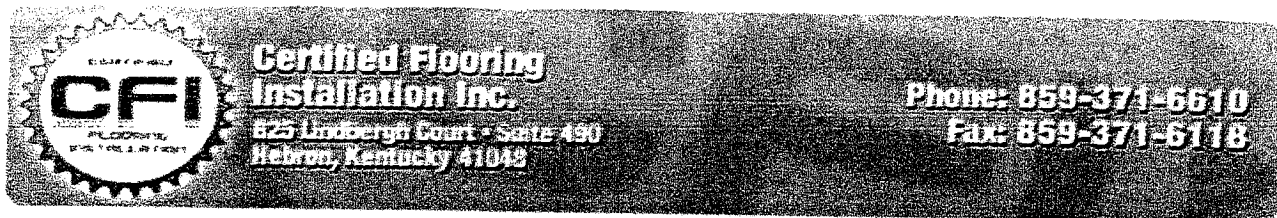
APPROVED AS TO FORM:

L.E. Barbieri
 Lawrence E. Barbieri, Township Law Director

RECORD OF PROCEEDINGS

210

Minutes Regular Trustee Meeting Meetings
 Held April 12, Year 2017



DATE: March 28, 2017
 INVOICE #

Customer

Name: FAIRFIELD TWP FIRE DEPT
 Address: 6048 MORRIS RD.
 City: FAIRFIELD TWP State: OH ZIP: 45011
 Phone: 513-887-4402 TIMOTHY THOMAS

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	INSTALLER	WARRANTY	TERMS
MARK					

AMOUNT	DESCRIPTION	UNIT PRICE	AMOUNT
	F&I COMMERCIAL- SKU# 629-535 9607 PAR 8 RESTRICTED OPTION INSTALL		
	* LUCKY BREAK/CARBON COPY CARPET TILE INSTALLED GLUED DIRECT IN 6 OFFICES, TRAINING ROOM, BACK HALL, AND 6 BUNK ROOMS.		\$ 9,250.00
	* CFI TAKES UP & HAULS AWAY EXISTING GLUED CARPET.		
	* CFI TO FURNISH & INSTALL NEW 4"COVE BASE SAME AREAS.		
	* CUSTOMER MOVES ALL FURNITURE.		
	* COLORS TO BE SELECTED.		
	* CFI PROVIDES NEW VINYL TRANSITION STRIPS IN DOORWAYS.		
	* TAX NOT INCLUDED *		
	HD RETAIL TOTAL		\$ 9,250.00

THANK YOU FOR YOUR BUSINESS!

<u>Minutes</u>	<u>Meetings</u>
<u>Held</u>	<u>, Year</u>