

RESOLUTION 24 - 69, 2024
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**AMENDING RESOLUTION 22-58 AUTHORIZING THE TOWNSHIP ADMINISTRATOR
TO ENTER INTO A CONTRACT WITH COLUMBIA SMALL BUSINESS HOWARD'S
KITCHEN STUDIO FOR A CABINETRY PACKAGE FOR THE MADISON PLACE
FIREHOUSE GOVERNMENT & COMMUNITY CENTER, DISPENSING WITH THE
SECOND READING, AND DECLARING AN EMERGENCY.**

WHEREAS, Columbia Township is redeveloping the vacant former Madison Place Firehouse to be placed back into productive public use as a community and senior event center and Township meeting hall and administration office. The Township to date has secured more than \$500,000 in redevelopment grants and created a Tax Increment Financing District to cover certain eligible costs of the project; and

WHEREAS, on November 8, 2022, the Columbia Township Board of Trustees approved Resolution 22-58 authorizing a contract with Columbia-based business Howard's Kitchen Studio for a cabinetry package for the future Government & Community Center ("Project"); and

WHEREAS, Project construction pushed to 2024 due to pandemic-related materials and labor delays; Howard's Kitchen Studio's original commercial-grade cabinetry proposal, based on preliminary facility design, has been updated to \$31,084.42 based on final design and as-built measurements from the 2022 pricing of \$26,700; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to approve the attached proposal from Howard's Kitchen Studio at a cost not to exceed \$31,084.42 and to take other steps as necessary at the soonest possible time to meet the Project construction schedule.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of the Township and its citizens, hereby authorizes the Administrator to sign a purchase contract with Howard's Kitchen Studio for up to \$31,084.42 for a commercial-grade cabinetry package for the Columbia Government & Community Center.

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Motion to accept Resolution made by: Mr. Kubicki

Seconded by: Mr. Lamar

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	12/10/2024
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	12/10/2024
Steve Brokamp	<u>yes</u>	<u>[Signature]</u>	12/10/2024
ATTEST:	<u>Krush Voluum (acting Fiscal Officer)</u> Caroline Heekin, Fiscal Office		12/10/2024

Attached:

2024 Howard's Kitchen Studio Proposal

Passed December 10, 2024



4120 Plainville Rd.
Cincinnati, OH 45227
(513) 271.3490 - Phone
(513) 271.3513 - Fax
HowardsKitchenStudio.com

Client: **MELISSA TAYLOR**
Address: **MADISON PLACE FIREHOUSE**

Phone: **513-460-1688**

Email: melissa@columbiatwp.org

Date: **12/09/24**

Designer: **Amberly
Steltenkamp**

**AGREEMENT for PURCHASE of PRODUCT and LABOR
FOR KITCHEN**

- 1) **HOWARD's KITCHEN STUDIO** agrees to furnish materials and labor as set forth in the drawings and specifications annexed hereto (**NOTE: appliances are not included**);

CONTRACT PRICE

MATERIAL		\$	31,084.42
	TOTAL CONTRACT	\$	31,084.42

SCHEDULE of PAYMENTS

Upon SIGNING AGREEMENT	(50%)	\$	15,542.21
Upon DELIVERY OF CABINETS	(50%)	\$	15,542.21

CLIENT Approved _____ Date _____

CLIENT Approved _____ Date _____

HOWARD's KITCHEN STUDIO

Manager Approved _____ Date _____

- 2) **HOWARD's KITCHEN STUDIO** will supply and deliver only such equipment and materials as described in these specifications. **HOWARD's KITCHEN STUDIO** makes no other warranty and all implied warranties including any warranty of merchantability or fitness for a particular purpose are limited to the duration of the expressed warranty period as set forth. **HOWARD's KITCHEN STUDIO** maximum liability hereunder is limited to the purchase price of the product. In no event shall **HOWARD's KITCHEN STUDIO** be liable for any consequential, indirect, incidental or special damages of any nature arising from the sale or use of the product, whether in contract, tort, strict liability or otherwise. THE warranty shall become effective when signed by **HOWARD's KITCHEN STUDIO** and delivered to the CLIENT.
- 3) **EQUIPMENT**, materials and labor not included in these specifications can be furnished by **HOWARD's KITCHEN STUDIO** as extras at an additional cost.
ALL CHANGES MUST FIRST be APPROVED by HOWARD's KITCHEN STUDIO and MUST BE REQUESTED in WRITING.
PAYMENT for SUCH ITEMS ARE DUE in FULL AT TIME of ORDER.
- 4) IF **CHANGES** are made by the CLIENT after signing off on drawings and contract, charges for redesign and cabinetry will be at the CLIENTS' expense.
All dimensions and size designations given on the floor plan, which are part of these specifications, are subject to verification on jobsite and are subject to adjustments dictated by the jobsite conditions and unforeseen items.
HOWARD's KITCHEN STUDIO makes every effort to properly estimate the amounts of moldings, toe board, etc., that the project will require, but in the event any additional materials are needed to complete the project, they will be at the CLIENTS expense. The cost of any unused overage of material, moldings, etc., **CANNOT BE CREDITED** back to the Client.
- 5) IF specifications call for reuse of existing equipment, or if the CLIENT is to furnish materials, **HOWARD's KITCHEN STUDIO** will not guarantee the operation and / or appearance of those items. **AN ADDITIONAL CHARGE WILL BE APPLIED SHOULD EXISTING PRODUCTS FURNISHED by CLIENT NEED TO BE REPLACED FOR ANY REASON.**
IF CLIENT IS WANTING TO FURNISH ANY MATERIALS / ITEMS, THESE ITEMS MUST FIRST BE APPROVED BY THE DESIGNER AND A 20% UPCHARGE FOR INSTALLING THESE ITEMS WILL BE APPLIED. HOWARD's TAKE NO RESPONSIBILITY FOR OPERATION or APPEARANCE OF THESE ITEMS
- 6) **DELIVERY** date, when given, shall be deemed approximate and performance is subject to delays due to strike, fire, acts of GOD, availability of product at the time of delivery or other reasons not in the control of **HOWARD's KITCHEN STUDIO**.
HOWARD's KITCHEN STUDIO SHALL NOT BE RESPONSIBLE for any product or products discontinued during the course of this contract.
- 7) The CLIENT, or agent of the client, agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the CLIENT upon receipt of product.
THE CLIENT, IF UNABLE TO ACCEPT DELIVERY of CABINETRY ON GIVEN DELIVERY DATE, WILL BE RESPONSIBLE FOR ANY ADDITIONAL STORAGE CHARGES.
THESE CHARGES ARE DUE AT THE TIME of DELIVERY.
CABINETRY THAT REQUIRES STORAGE FOR A PERIOD OF TIME MAY EXPERIENCE WARPED DOORS DUE TO THE UNCONTROLLED ENVIRONMENT.
HOWARD's KITCHEN STUDIO WILL NOT ASSUME RESPONSIBILITY FOR THIS CONDITION, NOR IS IT A WARRANTY ISSUE.

- 8) **NO INSTALLATION**, plumbing, electrical , flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event HOWARD's KITCHEN STUDIO is to perform additional installation, **IT IS UNDERSTOOD THAT THE PRICE AGREED UPON HEREIN DOES NOT INCLUDE POSSIBLE EXPENSES ENTAILED IN COPING WITH HIDDEN OR UNKNOWN CONTINGENCIES FOUND AT THE JOBSITE.**

In the event such circumstances arise and HOWARD's KITCHEN STUDIO is required to furnish labor and materials or otherwise perform work not provided or contemplated by HOWARD's KITCHEN STUDIO, the actual costs agreed upon between the client and HOWARD's KITCHEN STUDIO will be paid by the CLIENT. Contingencies include, but are not limited to, the inability to reuse existing electric circuits, water, vent and waste pipes, grilles, louvers and registers; the relocation of concealed pipes, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

- 9) **INSTALLERS PERFORMING WORK for HOWARD's KITCHEN STUDIO MAY NOT CONTRACT for ANY ADDITIONAL WORK TO BE PERFORMED ON JOBSITE DURING THE COURSE of THIS AGREEMENT WITHOUT A SIGNED CHANGE ORDER. EXPRESS WRITTEN PERMISSION MUST BE OBTAINED from HOWARD's KITCHEN STUDIO WHETHER IT BE for HOWARD's KITCHEN STUDIO or THE INSTALLERS OWN COMPANY to CONTRACT FOR ANY ADDITIONAL WORK.**
- 10) **CLIENT IS RESPONSIBLE FOR ANY PERMITS THAT MAY BE REQUIRED. PERMITS WILL BE AT CLIENTS' EXPENSE. IF ADDITIONAL DRAWINGS ARE NEEDED FOR THESE PERMITS AN ADDITIONAL COST WILL BE INCURRED**
- 11) The CLIENT understands that the products described are especially designed and custom built and that HOWARD's KITCHEN STUDIO takes immediate steps upon execution of this agreement to design and construct those items set forth herein; therefore, this agreement is not subject to cancellation by the CLIENT for any reason. HOWARD's KITCHEN STUDIO shall not be held responsible for product specifications that change during the course of this agreement.
- 12) UPON the substantial installation of materials that have been set forth in this agreement, the CLIENT agrees to pay HOWARD's KITCHEN STUDIO the remainder of payments due to satisfy this contract. TITLE to items sold pursuant to this agreement shall not pass to the CLIENT until full price, as set forth in this agreement, has been received by HOWARD's KITCHEN STUDIO.
- 13) Delays in payment shall be subject to interest charges of (11%) per annum, and in no event higher than the interest rate provided by law. IF HOWARD's KITCHEN STUDIO is required to engage the services of a collection agency or an attorney, the CLIENT agrees to reimburse HOWARD's KITCHEN STUDIO for any reasonable amount expended in order to collect the unpaid balance.
- 14) This agreement sets forth the entire transaction between the parties; any and all prior agreements, warranties or representations made by either party are superseded by this agreement. All changes in this agreement shall be made by a separate document and executed with the same formalities. No agent of HOWARD's KITCHEN STUDIO, UNLESS AUTHORIZED IN WRITING by HOWARD's KITCHEN STUDIO, HAS ANY AUTHORITY to waive, alter, or enlarge this agreement, or to make any new, substituted or different contracts, representations or warranties.

Initial _____ Date _____

Initial _____ Date _____

- 15) HOWARD's KITCHEN STUDIO retains the right upon breach of this agreement by the CLIENT, to sell those items in possession of HOWARD's KITCHEN STUDIO. In effecting any resale upon breach of this agreement, HOWARD's KITCHEN STUDIO shall be deemed to act in the capacity for the CLIENT. The CLIENT shall be liable for any net deficiency upon resale.
- 16) HOWARD's KITCHEN STUDIO agrees that it will perform this agreement in conformity with customary industry practices. The CLIENT agrees that any claim of adjustments shall not be reason for cause for failure to make payment for the purchase price in full. Upon delivery of the major portion of this agreement, the amount due for any damaged or undelivered product(s) may be delayed until that product (s) is delivered. Any unresolved controversy or claim arising from this agreement, shall be settled by arbitration and judgment, the award rendered may be entered in any court of competent jurisdiction. The arbitration shall be held under the rules of American Arbitration Association.
- 17) **SAFETY IS THE NUMBER ONE CONCERN ON A CONSTRUCTION SITE CLIENT AGREES TO KEEP CHILDREN & PETS AWAY FROM ANY AREAS THAT THE CONTRACTORS WORKING IN FOR BOTH THE SAFETY OF THE CHILDREN & PETS, AS WELL AS THE CONTRACTOR**

CLIENT Approved _____ Date _____

CLIENT Approved _____ Date _____

HOWARD's KITCHEN STUDIO

Manager Approved _____ Date _____



4120 PLAINVILLE RD
CINCINNATI, OH 45227
(513) 271-3490

920-C LOVELAND-MADEIRA RD
LOVELAND, OH 45140
(513) 722-3490

howardskitchenstudio.com

Client:	MELISSA TAYLOR	Date:	12/09/24
Address:	MADISON PLACE FIREHOUSE	Designer:	Amberly Steltenkamp
Phone:	513-460-1688		513-298-6307
Email:	melissa@columbiatwp.org		

KITCHEN MATERIAL PROPOSAL
NEW APPLIANCES ARE NOT INCLUDED IN THIS PROPOSAL

CABINETRY

WET BAR \$ 22,684.00

Brand: HOMEMARK CABINETS
Construction: FULL OVERLAY
Door Style: OLMSTEAD
Drw. Style: SHAKER
Wood: MAPLE
Finish/Color: CUSTOM PAINT- SW IRON ORE
Hinge: SOFT CLOSE
Drawer Box: DOVETAIL WOOD
Drawer Guides: UNDERMOUNT, SOFT CLOSE

*PRICING MAY CHANGE SLIGHTLY AFTER FINAL MEETING
WE WILL MAKE UP THE DIFFERENCE AS A CHANGE ORDER
PER PHONE CONVERSATION WITH MELISSA ON 12/9/24
*L PANELS & ANY ADDITIONAL MATERIALS NEEDED-
WILL BE ORDERED SEPARATELY

UPPER DECK BAR \$ 7,950.42

Brand: WEATHERSTRONG CABINETS
Construction: FULL OVERLAY
Door Style: MIAMI (FLAT PANEL)
Material: ALL-WEATHERBOARD COMPOSITE
Finish/Color: PITCH BLACK
Hinge: SOFT CLOSE
Drawer Box: ALL-WEATHERBOARD COMPOSITE
Drawer Guides: SOFT CLOSE, SIDE MOUNT
Included: U1884 PANTRY- ADJUSTABLE SHELVES
B3D18
SB36
B36- 1 ROLLOUT
(2) B21FH
TALL FILLER
PANELS FOR EXPOSED ENDS- U1884 & B21
TOE KICK

DELIVERY \$ 450.00

TOTAL MATERIAL \$31,084.42 *

Initial _____ Date _____ Initial _____ Date _____

PLEASE NOTE:

* PRICING SHOWN DOES NOT INCLUDE TAX

ADDITIONAL FREIGHT COSTS MAY BE INCURRED ON SOME ITEMS AFTER HKS IS INVOICED

PRICING VALID 30 DAYS FROM DATE

PURCHASED ITEMS ARE SPECIAL ORDER & ARE NOT
SUBJECT TO CHANGE RETURN or CANCELLATION

IF VISA or MASTER CARD is USED AS PAYMENT AN
ADDITIONAL COST of 2.95% WILL BE APPLIED TO CONTRACT

HOWARD's KITCHEN STUDIO CANNOT BE HELD
RESPONSIBLE FOR CHANGES to FINAL FLOOR PLAN
IF ADJUSTMENTS MUST BE MADE DUE to JOBSITE CONDITIONS

HOWARD's KITCHEN STUDIO CONTRACTORS ONLY INSTALL MATERIALS PURCHASED THRU
HOWARD's KITCHEN STUDIO, UNLESS THE DESIGNER HAS DESIGNATED OTHERWISE.
ADDITIONAL FEES MAY BE INCURRED IF HKS CONTRACTOR IS TO INSTALL CLIENTS' PRODUCT

CLIENT Approved _____ Date _____
CLIENT Approved _____ Date _____