



*Embraced by nature. ♦ Inspired by progress.*

**LIBERTY TOWNSHIP BOARD OF TRUSTEES  
MINUTES OF THE REGULAR MEETING  
TUESDAY FEBRUARY 19<sup>TH</sup>, 2019  
6400 PRINCETON ROAD  
LIBERTY TOWNSHIP OH 45044**

**REGULAR SESSION  
6:00 P.M.**

On Tuesday, February 19th, 2019 at 6:00 P.M., the Liberty Township Board of Trustees met this day for a Regular Meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Schramm present, Mr. Farrell - present

Mr. Schramm led the Pledge of Allegiance.

**PUBLIC HEARING #1**

Street lighting request for Fieldstone Farms Boulevard of the Fieldstone Farms subdivision for four (4) lights.

Mrs. Quinlisk presented the staff report.

**Comments for Opposition:**

No comments.

**Comments in Favor:**

No comments.

**Comments Neutral to Proposal:**

No comments.

Ms. Maticic **MOVED TO CLOSE THE PUBLIC HEARING ON STREET LIGHTING REQUEST FOR FIELDSTONE FARMS BOULEVARD OF THE FIELDSTONE FARMS SUBDIVISION FOR FOUR (4) LIGHTS.** Mr. Farrell seconded. The motion passed unanimously.

Ms. Maticic **MOVED TO APPROVE A STREET LIGHTING REQUEST FOR FIELDSTONE FARMS BOULEVARD OF THE FIELDSTONE FARMS SUBDIVISION FOR FOUR (4) LIGHTS. (2019-043)** Mr. Farrell seconded. The motion passed unanimously.

**FISCAL OFFICER BUSINESS**

- Appropriation Status as of January 31, 2018
- Fund Status as of January 31, 2018

**REGULAR MEETING CONSENT AGENDA**

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.



## CONSENT AGENDA

### Fiscal Officer

- Meeting Minutes – Motion to approve the following:
  - Work Session & Regular Meeting, February 5, 2019
- Motion to approve Check Register and the Special Check Register

### Requisitions over \$2,500

- Motion to approve requisitions over \$2,500.
  - \$32,532.94 Cargill (Road Salt)
    - \$24,074.38 2231-330-420-0000
    - \$ 8,458.56 1000-110-599-0008
  - \$7,140.00 Physio Control (AED/Cardiac Monitor Annual Service Agreement)
    - \$7,140.00 2281-230-323-0000
  - \$4,954.00 Arts Rental Center (Rental of trackhoe – Cherokee Park)
    - \$4,954.00 1000-610-321-0000

### Then and Now

- Motion to approve then and nows over \$3000.00
  - 8,252.28 Aero-Mark Inc. (2018 Retrace of various roads)
  - \$8,252.28 2231-760-790-0000

### Finance

- Motion to approve a resolution to authorize a new appropriation. **(2019-044)**

### Services

- Motion to approve a resolution to submit the salt contract for the 2019-2020 season to the Butler County Engineer's Office to be bid out (price to be determined at the conclusion of the bidding process) and to authorize the Township Administrator to execute the contract. **(2019-045)**
- Motion to approve a resolution to authorize the Township Administrator to execute an agreement with Affordable Pest Control for pest control for an annual cost of \$2,557.00 from various township funds. **(2019-046)**

### Administration

- Motion to approve a resolution to establish the 2019 mileage reimbursement rate of 58 cents / mile for Liberty Township employees and elected officials. **(2019-047)**

Ms. Matacic **MOVED TO APPROVE THE CONSENT AGENDA.** Mr. Farrell seconded. The motion passed unanimously.

## PUBLIC COMMENTS

No Comments

### Departmental Business

### Economic Development

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute the attached Addendum to License Agreement with REDI Cincinnati and CoStar Realty Information, Inc. for an amount not to exceed \$3,000.00 from account # 1000-110-360-0000.



Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED ADDENDUM TO LICENSE AGREEMENT WITH REDI CINCINNATI AND COSTAR REALTY INFORMATION, INC. FOR AN AMOUNT NOT TO EXCEED \$3,000.00 FROM ACCOUNT # 1000-110-360-0000. (2019-048)** Mr. Farrell seconded. The motion passed unanimously.

### Fire/EMS

Chief Klussman requested a motion to approve a resolution to adopt the Part Time Paramedic Reimbursement Program Policy.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO ADOPT THE PART TIME PARAMEDIC REIMBURSEMENT PROGRAM POLICY. (2019-049)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to authorize the submission of an application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT. (2019-050)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to hire Casey Oliver, Savannah Conrad and Andrew Dechart as Part-Time Fire Fighter / EMTs at \$14.50/hour contingent upon successful completion of pre-employment testing.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO HIRE CASEY OLIVER, SAVANNAH CONRAD AND ANDREW DECHART AS PART-TIME FIRE FIGHTER / EMTS AT \$14.50/HOUR CONTINGENT UPON SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-051)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to hire Nick Duffy as a Full-Time Firefighter / Paramedic, Step # 2 at \$58,649.76 per year, contingent upon the successful completion of pre-employment testing.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO HIRE NICK DUFFY AS A FULL-TIME FIREFIGHTER / PARAMEDIC, STEP # 2 AT \$58,649.76 PER YEAR, CONTINGENT UPON THE SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-052)** Mr. Farrell seconded. The motion passed unanimously.

### Services

Mr. Plummer requested a motion to approve a resolution to hire Jacob Dell as a Full-Time Services Worker 1 / Operator at \$15.00 per hour on a 90-day probationary period contingent upon the successful completion of pre-employment testing.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO HIRE JACOB DELL AS A FULL-TIME SERVICES WORKER 1 / OPERATOR AT \$15.00 PER HOUR ON A 90-DAY PROBATIONARY PERIOD CONTINGENT UPON THE SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-053)** Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to establish the Liberty Township Sign Removal Policy.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO ESTABLISH THE LIBERTY TOWNSHIP SIGN REMOVAL POLICY. (2019-054)** Mr. Farrell seconded. The motion passed unanimously.



### Zoning

Mr. Behrmann requested a motion to approve a resolution to authorize the Township Administrator to execute the attached Professional Services Agreement, in substantially the same format, with American Structurepoint, Inc. to provide services in connection with the update of the Comprehensive Plan for the amount of \$85,000.00 from account # 1000-130-360.

Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH AMERICAN STRUCTUREPOINT, INC. TO PROVIDE SERVICES IN CONNECTION WITH THE UPDATE OF THE COMPREHENSIVE PLAN FOR THE AMOUNT OF \$85,000.00 FROM ACCOUNT # 1000-130-360. (2019-055)** Mr. Farrell seconded. The motion passed unanimously.

### Department Reports

- Economic Development – Activity Report
  - Update: DORA at Liberty Center
- Fire / EMS – Activity Report
  - Update: Tactical Training with BCSO
- Planning & Zoning – Permit Reports
  - Update: Comprehensive Plan – American Structurepoint
- Services – Activity Report
- Sheriff – Call Data Report
- Administration

Trustees had no questions on the Departmental Reports.

### TRUSTEE COMMENTS

Ms. Matacic stated that HB62 will be the transportation budget.

### EXECUTIVE SESSION

Ms. Matacic **MOVED TO GO INTO AN EXECUTIVE SESSION TO DISCUSS THE SALE OF PROPERTY PER O.R.C. § 121.22 (G)(2) AND TO CONSIDER THE COMPENSATION OF A PUBLIC EMPLOYEE PER O.R.C. § 121.22 (G)(1)**. Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic **MOVED TO COME OUT OF EXECUTIVE SESSION**. Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic **MOVED TO ADJOURN**. Mr. Farrell seconded. The motion passed unanimously.

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Mr. Schramm, President

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Pamela Quinlisk, Fiscal Officer



## RESOLUTION NO. 2019-043

Board of Trustees, Liberty Township  
Butler County, Ohio

### **RESOLUTION TO AUTHORIZE THE CREATION OF FIELDSTONE FARMS LIGHTING DISTRICT**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Liberty Township Fiscal Officer Pam Quinlisk presented a request to create a lighting district for the Fieldstone Farms subdivision;

**WHEREAS**, Duke Energy has presented an *Outdoor Lighting Service Agreement* requesting four (4) Acorn 50W LED Type III street lights on Fieldstone Farms Boulevard located in the Fieldstone Farms subdivision; and

**WHEREAS**, Liberty Township has received payment from the developer for the first eighteen (18) months of service; and

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorize the creation of the Fieldstone Farms Lighting District for four (4) lights.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Thursday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## **RESOLUTION NO. 2019-044**

Board of Trustees, Liberty Township  
Butler County, Ohio

### **RESOLUTION TO AUTHORIZE A NEW APPROPRIATION**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Pam Quinlisk, Liberty Township Fiscal Officer, requests the Liberty Township Board of Trustees authorize the following new appropriation:

**General Fund:**

- 1) \$271,050.00 to 1000-760-730 (Improvement of Sites – Cherokee Park)

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorizes the new appropriation as listed above.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director





## RESOLUTION NO. 2019-045

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO SUBMIT THE SALT CONTRACT FOR THE 2019-2020 SEASON TO THE BUTLER COUNTY ENGINEER'S OFFICE TO BE BID OUT (PRICE TO BE DETERMINED AT THE CONCLUSION OF THE BIDDING PROCESS) AND TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE CONTRACT**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Liberty Township utilizes collective purchasing power by contracting with the Butler County Engineer's Office to buy road salt;

**WHEREAS**, Rick Plummer, Liberty Township Services Director, requests the Liberty Township Board of Trustees allow the submission of the Salt Contract for the 2019 - 2020 season to the Butler County Engineer's Office for 3,200 tons to be bid out (price to be determined at the conclusion of the bidding process); and

**WHEREAS**, Mr. Plummer requests the Liberty Township Board of Trustees authorize the Township Administrator to execute the contract with the Butler County Engineer's Office to purchase road salt for Liberty Township use;

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby allows the Services Director to submit the Salt Contract for the 2019 - 2020 season to the Butler County Engineer's Office for 3200 tons to be bid out (price to be determined at the conclusion of the bidding process) and authorize the Township Administrator to execute the contract.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-046

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO  
EXECUTE AN AGREEMENT WITH AFFORDABLE PEST CONTROL FOR  
PEST CONTROL FOR AN ANNUAL COST OF \$2,557.00 FROM VARIOUS  
TOWNSHIP FUNDS**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Rick Plummer, Services Director, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute an agreement with Affordable Pest Control for pest control at various Township buildings; and

**WHEREAS**, Liberty Township would pay an annual fee of \$2,557.00 from various Township funds.

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute an agreement with Affordable Pest Control for pest control at various Township buildings for an annual cost of \$2,557.00 from various Township funds.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-047

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO ESTABLISH THE 2019 MILEAGE REIMBURSEMENT  
RATE OF 58 CENTS / MILE FOR LIBERTY TOWNSHIP EMPLOYEES  
AND ELECTED OFFICIALS**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, the Liberty Township Board of Trustees desires to establish the mileage reimbursement rate for Township employees and elected officials for the 2019 calendar year;

**THEREFORE, BE IT RESOLVED** the Liberty Township Board of Trustees hereby approves the mileage reimbursement rate for employees and elected officials at 58 cents per mile – the rate set by the IRS for 2019.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Thursday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-048

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED ADDENDUM TO LICENSE AGREEMENT WITH REDI CINCINNATI AND COSTAR REALTY INFORMATION, INC. FOR AN AMOUNT NOT TO EXCEED \$3,000.00 FROM ACCOUNT # 1000-110-360-0000**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Caroline McKinney, Economic Development Director, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute the attached Addendum to License Agreement with REDI Cincinnati and CoStar Realty Information, Inc.; and

**WHEREAS**, Liberty Township would pay an amount not to exceed \$3,000.00 from account # 1000-110-360-0000;

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute the attached Addendum to License Agreement with REDI Cincinnati and CoStar Realty Information, Inc. for an amount not to exceed \$3,000.00 from account # 1000-110-360-0000.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



REDI Cincinnati	
3 East 4 <sup>th</sup> Street, Cincinnati, OH 45202	
64789781	Randy Dargan



## Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. (“CoStar” or “Licensor”) on the one hand and REDI Cincinnati (“Licensee”) and the Member Municipality described below on the other and is executed pursuant to and made a part of the License Agreement signed by Licensee on [mm/dd/yyyy] for the provision of Licensor’s CoStar commercial real estate information service(s) (the “License Agreement”). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the License Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. The term “Licensee”, as described in the License Agreement, shall include **REDI Cincinnati (“REDI”)**, as well as **Liberty Township, Butler County**, a municipal entity (as such entity exists under the provisions of [relevant Ohio statute/code]) and a member community of REDI (the “Member Municipality”) The person(s) executing this Addendum on behalf of the Member Municipality represents and warrants that they have been authorized to enter into the License Agreement on behalf of their respective governmental body, and that such Member Municipality agrees to be bound by and adhere to the terms and conditions of the License Agreement, which are attached hereto as Exhibit A.

2. Licensor and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

**CoStar Realty Information, Inc.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Liberty Township, Butler County:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REDI Cincinnati**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## RESOLUTION NO. 2019-049

Board of Trustees, Liberty Township  
Butler County, Ohio

### **RESOLUTION TO ADOPT THE PART TIME PARAMEDIC REIMBURSEMENT PROGRAM POLICY**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Ethan Klussman, Liberty Township Fire Chief, recommends the Liberty Township Board of Trustees adopt the Part Time Paramedic Reimbursement Program Policy;

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby adopts the Part Time Paramedic Reimbursement Program Policy.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-050

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE SUBMISSION OF AN APPLICATION  
FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE  
(SAFER) GRANT**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that:

**WHEREAS**, the Staffing for Adequate Fire and Emergency Response (SAFER) Grant provides grant funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and to provide adequate protection from fire and fire-related hazards; and

**WHEREAS**, Fire Chief Ethan Klussman requests the Liberty Township Board of Trustees permission to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the purpose of hiring additional personnel for Liberty Township Fire Department;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees does hereby authorize Fire Chief Ethan Klussman to submit an application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,    yes  
Trustee Farrell,    yes  
Trustee Schramm,   yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-051

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO HIRE CASEY OLIVER, SAVANNAH CONRAD AND  
ANDREW DECHART AS PART-TIME FIRE FIGHTER / EMTS AT  
\$14.50/HOUR CONTINGENT UPON SUCCESSFUL COMPLETION OF  
PRE-EMPLOYMENT TESTING**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Ethan Klussman, Liberty Township Fire Chief, requests the Liberty Township Board of Trustees approval to hire three (3) Part-Time Firefighter / EMTs; and

**WHEREAS**, the applicants would be required to successfully complete the necessary pre-employment testing.

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorizes the hiring of the following individual effective upon the successful completion of pre-employment testing:

Casey Oliver	Firefighter / EMT	\$14.50 per hour
Savannah Conrad	Firefighter / EMT	\$14.50 per hour
Andrew Dechert	Firefighter / EMT	\$14.50 per hour

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pam Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## **RESOLUTION NO. 2019-052**

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO HIRE NICK DUFFY AS A FULL-TIME FIREFIGHTER /  
PARAMEDIC, STEP # 2 AT \$58,649.76 PER YEAR, CONTINGENT UPON  
THE SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Ethan Klussman, Fire Chief, requests the Liberty Township Board of Trustees approval to hire Nick Duffy as a Full-Time Firefighter / Paramedic, Step # 2 at \$58,649.76 per year, contingent upon the successful completion of pre-employment testing;

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorizes the hiring of Nick Duffy as a Full-Time Firefighter / Paramedic, Step # 2 at \$58,649.76 per year, contingent upon the successful completion of pre-employment testing.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes



Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-053

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO HIRE JACOB DELL AS A FULL-TIME SERVICES  
WORKER 1 / OPERATOR AT \$15.00 PER HOUR ON A 90-DAY  
PROBATIONARY PERIOD CONTINGENT UPON THE SUCCESSFUL  
COMPLETION OF PRE-EMPLOYMENT TESTING**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Rick Plummer, Liberty Township Services Director, requests the Liberty Township Board of Trustees approval to hire Jacob Dell as a Full-Time Services Worker 1 / Operator at \$15.00 per hour on a 90-day probationary period contingent upon the successful completion of pre-employment testing;

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorizes the hiring of Jacob Dell as a Full-Time Services Worker 1 / Operator at \$15.00 per hour on a 90-day probationary period contingent upon the successful completion of pre-employment testing.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## RESOLUTION NO. 2019-054

Board of Trustees, Liberty Township  
Butler County, Ohio

### **RESOLUTION TO ESTABLISH THE LIBERTY TOWNSHIP SIGN REMOVAL POLICY**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, signs placed in the right-of-way (ROW) are harmful to Liberty Township's substantial interests in preserving safety and aesthetics, and as such will be removed by Liberty Township; and

**WHEREAS**, Rick Plummer, Liberty Township Services Director, recommends the Liberty Township Board of Trustees establish the attached Liberty Township Sign Removal Policy to address the removal of any signs placed in the Right-of-Way.

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby establish the Liberty Township Sign Removal Policy.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## **Liberty Township Sign Removal Policy**

Signs placed in the right-of-way (ROW) are harmful to Liberty Township's substantial interests in preserving safety and aesthetics, and as such will be removed by Liberty Township based on the procedures stated below.

- If Liberty Township Services Department staff observe signs posing a safety hazard in the ROW, they will promptly remove them.
- Signs that are removed from the ROW will be disposed of, and will not be kept nor will the person be contacted about their sign.
- Signs are not permitted on Liberty Township property in any location on the property, including the ROW, and will be removed and disposed of.
- At the discretion of Liberty Township, a township-wide sign clean-up may take place on a day/time determined by the township. This would address any signs located in the ROW within the Liberty Township boundaries.

*Approved by resolution 2019-054 on 02/19/2019  
Reviewed by Frost Brown Todd 2019*



## RESOLUTION NO. 2019-055

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH AMERICAN STRUCTUREPOINT, INC. TO PROVIDE SERVICES IN CONNECTION WITH THE UPDATE OF THE COMPREHENSIVE PLAN FOR THE AMOUNT OF \$85,000.00 FROM ACCOUNT # 1000-130-360**

**RESOLVED** by the Board of Trustees of Liberty Township, Butler County, Ohio, that

**WHEREAS**, Bryan Behrmann, Director of Planning and Zoning, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute the attached Professional Services Agreement, in substantially the same format, with American Structurepoint, Inc. to provide services in connection with the update of the Comprehensive Plan; and

**WHEREAS**, Liberty Township would pay an amount of \$85,000.00 from account # 1000-130-360.

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute the attached Professional Services Agreement, in substantially the same format, with American Structurepoint, Inc. for the amount of \$85,000.00 from account # 1000-110-360.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,    yes  
Trustee Farrell,    yes  
Trustee Schramm,   yes

Adopted: Tuesday, February 19, 2019

\_\_\_\_\_  
Steve Schramm, President

\_\_\_\_\_  
Christine Maticic, Vice President

\_\_\_\_\_  
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Pamela Quinlisk  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott D. Phillips, Law Director



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of February, 2019 (the "Effective Date"), by and between **LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO**, whose address is 7162 Liberty Centre Drive Suite A, Liberty Township, Ohio 45069 (the "Township") and **AMERICAN STRUCTUREPOINT INC.** whose address is 7260 Shadeland Station, Indianapolis, Indiana 46256 (the "Service Provider") (the Township and the Service Provider are collectively referred to herein as the "Parties").

**SECTION 1. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES.** The Service Provider agrees to provide services in connection with the update of the Comprehensive Plan in Liberty Township, Butler County, Ohio (the "Project Plan"). All such services more fully described in "Appendix A: Detailed Price Proposal" submitted by the Service Provider on February 13, 2019 (the "Proposal"), attached hereto and incorporated herein by reference as Exhibit A (collectively, the "Scope of Services" or "Services").

**SECTION 2. STANDARD OF CARE.** The Service Provider agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Service Provider agrees to perform the Services in accordance with any applicable federal, state and/or local law or regulation. The Service Provider warrants that the Service Provider is professionally qualified to perform the Services and is licensed by all public entities having jurisdiction over the Service Provider, to the extent that such licensing is required.

**SECTION 3. COMMENCEMENT AND COMPLETION.** The date of commencement of the Services shall be the date on which this Agreement is fully executed (the "Commencement Date"). The Service Provider shall perform its Services with due and reasonable diligence and complete all Services set forth herein no later than April 1, 2020 (the "Completion Date") (the timeframe from the Commencement Date until the Completion Date shall be the "Term" of this Agreement).

### **SECTION 4. CONTRACT SUM.**

(a) The Township agrees to pay to the Service Provider and the Service Provider agrees to accept from the Township, as full and complete payment for the Services performed by the Service Provider, compensation in the fixed amount of Eighty-Five Thousand Dollars (\$85,000.00) (the "Contract Sum"). The Contract Sum includes the Service Provider's cost to perform the Services including, without limitation, all expenses, subconsultant costs, taxes, overhead and profit including, without limitation, employees' wages, salaries, benefits and expenses of its employees, as well as their federal and state income tax withholding amounts, social security, federal and state unemployment taxes, and any similar payroll taxes.

(b) In the event the Township substantially changes the Scope of Services, resulting in the need for additional services, the Service Provider shall provide an estimate of the fees for any such additional services and the Township and Service Provider shall execute an Addendum to this Agreement reflecting any additional, agreed-upon fees for the additional Services.

**SECTION 5. PAYMENT.** All invoices with respect to Services that have been completed satisfactorily, as determined at the sole discretion of the Township, in accordance with the terms of this Agreement will be paid by the Township within thirty (30) days of submittal. If the Township questions any portion of the invoices and delays in paying a portion pending resolution of its questions, the undisputed amount requested for payment will be paid by the Township in accordance with the terms herein. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such questions, unless instructed otherwise in writing by the Township, the Service Provider shall continue to furnish Services to the Township and the Township shall continue to pay all undisputed amounts in accordance with the terms herein.

**SECTION 6. OWNERSHIP AND USE OF DOCUMENTS.** The Project Plan, together with all drawings, documents and other materials prepared by, or with the cooperation of, the Service Provider or its consultant pursuant to this Agreement, are the property of the Township. The Service Provider or its consultant, as applicable, may retain copies, including reproducible copies of such documents, for information and reference during the Term of this Agreement. Such documents may be used by the Township or others employed by the Township without additional compensation to the Service Provider or its consultants. Upon the expiration of the Term of this Agreement, all drawings, documents and other materials prepared by the Service Provider or its consultant pursuant to this Agreement shall promptly be returned to the Township and the Service Provider shall not retain any copies.

**SECTION 7. INSURANCE.**

(a) Casualty Insurance. Except when a modification is requested in writing by the Service Provider and approved in writing by the Township, the Service Provider shall carry and maintain at all times and at the Service Provider's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include at a minimum the requirements set forth below) during the Term of this Agreement:

- (i) Workers' Compensation and employer's liability insurance to the fullest extent required by applicable law;
- (ii) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
  - General Aggregate Limit: \$2,000,000 per occurrence;
  - Each Occurrence Limit: \$1,000,000 per occurrence;
- (iii) Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000; and
- (iv) Excess liability coverage in an amount not less than \$2,000,000.

(b) Professional Liability Insurance. The Service Provider shall maintain insurance to protect against claims arising out of the performance of this Agreement as a result of any negligent acts, errors or omissions for which the Service Provider is legally liable ("Professional Liability Insurance"). Such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 in the annual aggregate. The Service Provider shall keep such insurance in effect during the Term of this Agreement. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the Commencement Date. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least "A" status, as noted in the most recent edition of the Best's Insurance Reports.

**SECTION 8. INDEMNIFICATION.** The Service Provider shall indemnify, hold harmless and, at the Township's request, defend the Township, its employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons or claims for third-party property damage to the extent arising out of or resulting from (i) any actual or alleged negligent acts, errors or omissions of the Service Provider, its agents, employees, contractors (at any tier) or sub-contractors in the performance of the Services under this Agreement; and/or (ii) any breach of this Agreement by the Service Provider.

**SECTION 9. TERMINATION OF AGREEMENT; REMEDIES.**

(a) In the event of a breach or default hereunder by the Township, this Agreement may be terminated by the Service Provider upon ten (10) days' prior written notice to the Township, and the Township shall pay the Service Provider for Services properly rendered to the date of termination.

(b) In the event of a breach or default hereunder by the Service Provider, this Agreement may be terminated by the Township upon ten (10) days' prior written notice to the Service Provider, and if the cost of completing the Services by another service provider is greater than the amount otherwise payable to the Service Provider under this Agreement for the remaining Services, the Service Provider agrees to pay the Township this difference upon demand.

(c) This Agreement may be terminated by the Township for convenience (without cause) upon sixty (60) days' prior written notice to the Service Provider, in which event the Township shall pay the Service Provider for Services properly rendered to the date of termination.

(d) No remedy conferred upon the Township by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the Township shall be cumulative and shall be in addition to any other remedy given to the Township hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Service Provider by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Service Provider shall be cumulative and shall be in addition to any other remedy given to the Service Provider hereunder or now or hereafter existing.

(e) No delay, omission or forbearance to exercise any right, power or remedy accruing to the Township or the Service Provider hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised as often as deemed expedient.

**SECTION 10. NON-DISCRIMINATION.** The Service Provider represents that the Service Provider is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

**SECTION 11. ANTI-ABUSE OF DRUGS AND ALCOHOL.** The Service Provider shall make a good faith effort to ensure that no employee of the Service Provider will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs, while on or about the Township's property or while conducting the Services. Except for the term "employee," terms in this Section are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

**SECTION 12. ETHICS.** The Service Provider represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

**SECTION 13. ILLEGAL GIFTS FROM DONORS.** In accordance with Executive Order 2007-01S, the Service Provider, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws and (3) will take no action inconsistent with those laws and this order. The Service Provider understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts with the State of Ohio.

**SECTION 14. FINDING FOR RECOVERY.** The Service Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Service Provider shall immediately repay to the Township any funds paid under this Agreement.

**SECTION 15. DELINQUENT PERSONAL PROPERTY TAX STATEMENT.** The Service Provider represents and warrants that it was not charged at the time the Service Provider submitted its bid to perform the Services with delinquent personal property taxes by the Butler County Auditor under O.R.C. Section 5719.042. If this representation and warranty is found to be false, the Agreement is void, and the Service Provider shall immediately repay to the Township any funds paid under this Agreement.

**SECTION 16. ASSIGNMENT/THIRD PARTIES.** The Services furnished hereunder are unique to the Township, therefore, the Service Provider may not assign this Agreement, in whole or in part, to any person or entity without the Township's express prior written consent. The Service Provider may not subcontract any of the Services under this Agreement without the Township's prior written consent.

**SECTION 17. CONTRACT DOCUMENTS.** The Contract Documents consist of (i) this Agreement between the Township and the Service Provider (the "Agreement"); (ii) the Proposal submitted by the Service Provider attached hereto as Exhibit A; and (iii) other documents listed in this Agreement and Proposal, along with any mutually agreed-upon changes issued in writing after execution of this Agreement (collectively, the "Contract Documents"). Notwithstanding anything set forth in the Contract Documents to the contrary, in the event of any conflict or inconsistency between the terms or provisions of this Agreement and the terms or provisions of any of the other Contract Documents, the terms or provisions this Agreement shall govern, except where the terms and provisions of the other Contract Documents provide a more detailed description of the Services or expand the obligations of the Service Provider.

**SECTION 18. DISPUTES.** If a dispute between the Parties arises out of or relates to this Agreement or any Exhibit hereto, or a breach thereof, then the Parties agree to make a good faith effort to settle the issue through direct discussions between the Parties prior to seeking recourse in a judicial forum. In the event direct discussions fail, disputes between the Parties shall be decided first by mediation; if mediation is unsuccessful, unresolved disputes will be decided by litigation. The Parties further agree that the sole and exclusive forum for litigation shall be a court of competent jurisdiction in Butler County, Ohio.

**SECTION 19. WAIVER:** Any failure by the Township to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Township may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**SECTION 20. RELATIONSHIP:** The Service Provider is an independent contractor to the Township in performing its Services under this Agreement and is not an employee, agent, joint-venturer or partner of the Township.

**SECTION 21. SEVERABILITY.** Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**SECTION 22. ADDENDUM/ADDITIONAL SERVICES.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by both Parties. Examples of such a writing include but are not limited to: (i) a formal, written amendment; (ii) change order; or (iii) work change directive.

**SECTION 23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts and in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement. Any Party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart to the other, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

**SECTION 24. ATTORNEYS' FEES.** If either Party commences an action against the other to enforce any terms of this Agreement, the losing or defaulting Party shall pay to the prevailing Party its reasonable costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including reasonable attorneys' fees and costs.

**SECTION 25. ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or

modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto, except that all terms and conditions contained in a purchase order or other standard or preprinted work authorization issued by the Township shall be null and void, even if such document is of later date.

**SECTION 26. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio, and any acts to enforce any provision of this Agreement shall be brought pursuant to Section 18 herein.

**SECTION 27. NOTICES.** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder (i) via United States certified mail, return receipt requested; (ii) via overnight courier with receipt verification to the address set forth herein; or (iii) by personally delivering such notice to the Party at the address set forth herein.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

**American Structurepoint Inc.**

Signed: \_\_\_\_\_  
Name: Grant Kleinhenz  
Title: Planning + Economic Development Group Leader

**Liberty Township, Butler County, Ohio**

Signed: \_\_\_\_\_  
Name: Kristen Bitonte  
Title: Township Administrator

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

LIKE THE SCOPE OF SERVICES, OUR FEES CAN ALWAYS BE REVISED OR UPDATED TO BEST MEET YOUR NEEDS AND THE TOWNSHIP'S BUDGETARY REQUIREMENTS.

We are confident we can perform the work described under the Preliminary Scope of Work for a not-to-exceed base fee of **\$85,000**. Our base fee for services includes all anticipated project expenses including materials, supplies, or refreshments for public outreach and engagement methods as well as the costs to produce all final plan deliverables as outlined in this scope of services. Travel expenses incurred during this process will be covered by American Structurepoint and will not be passed on to Liberty Township.

The following pages list the activities, as well as the anticipated meetings and deliverables, for each step in the process. The tasks listed under the base fee for services should be interpreted as the steps that are required to successfully complete a new comprehensive plan for Liberty Township.

## PROJECT INITIATION (INCLUDED)

### Project Team Orientation

We will meet with Township staff to finalize the scope of work, establish a detailed project timeline and meeting schedule, identify a diverse group of individuals to invite to serve on the project steering committee, lay the ground work for the creation of a community outreach and engagement plan, and identify the data and information we will need from the Township.

We will also start to prepare information for the project website and other project orientation materials, such as a steering committee handbook that is designed to help project team members stay organized and on task throughout the entire planning process.

### Establishing the Steering Committee

We will work with local staff to determine the most effective way to enlist the help of a group of volunteers who have a vested interest in the future growth and development of the community. This steering committee, which should be comprised of a mix of civic, business, and philanthropic leaders from the community and region, will guide both the planning process and the development of the final recommendations of the plan. Through a combination of regularly scheduled meetings, one-on-one interviews, or virtual conference rooms, we will enlist the project steering committee in our efforts to:

- Prepare a working community outreach and communications plan.
- Establish a working vision statement.
- Review and comment on interim deliverables.
- Fill in any gaps that may exist among the various sources of data and information.
- Invite the public to participate in the planning process.
- Speak on behalf of the project team during the formal plan adoption phase.

### Establishment of a Planning Ambassador's Program

We will work with local staff to create and launch the Planning Ambassador's Program, a free orientation and engagement program designed to provide interested residents, property owners, and business

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

owners with a working knowledge of the long-range community planning process and the opportunity to shape the plan's recommendations.

Through the program, participants will learn the ways in which the comprehensive plan is used and the process for updating it, but will also have the opportunity to assist in the development of the community vision statement and the development of goals, strategies and capital projects.

Program participants will also be encouraged to advocate for the planning process by sharing information and providing input to the Township and the project team.

### Community Outreach and Engagement plan

We will use the information and insight obtained from Township staff and the project steering committee to develop and produce a multifaceted community outreach and engagement strategy. Key components of the community outreach and engagement strategy are as follows:

#### Project Website

Hosted and maintained by American Structurepoint, the project website will serve as a clearinghouse of information and activities related to the plan.

#### Social Media Campaign

Working across governmental agencies, partner organizations, and the business community, we will also develop and maintain a social media campaign to broadcast our efforts to raise awareness of the planning process throughout the entire effort.

#### Initial Marketing/ Educational tool

As an initial outreach step, we will develop a project marketing/educational brochure that informs the Township's residents and stakeholders on the project purpose, process and the benefit this project can have on the community.

### Teaming with Staff

We will work with a representative of the Department of Planning and Zoning to convene the staff of various Township and county departments (or agencies). We'll ask this team of Township staff members to further inform the development of the community outreach and engagement plan, vet the issues and opportunities, refine the asset mapping technique, and ask that they serve as a champion of the project – if only between the project team and their board or commission.

### Agency and Outreach

We will work with Township staff to find formal and informal ways in which to reach out to, and coordinate with, adjacent municipal and county agencies that could (or should) play a role in realizing the community's vision. We will use the team's strong working relationships with state agencies and other local, regional or state organizations to help inform our discussions, vet our findings and recommendations, and match projects with available resources, as necessary, throughout the duration of the planning process, and beyond.

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### Steering Committee Kick-Off Meeting #1

We will facilitate a meeting of the project steering committee to orient them to their role and responsibilities, review what information we have been able to collect and to discuss the development and implementation of a working community outreach and engagement plan.

### **Project Initiation Deliverables**

- Project team orientation materials including a finalized Scope of Work and Project Schedule
- Working Community Outreach and Engagement Plan
- Project website
- Social media campaign framework
- Initial project marketing material
- Final steering committee, planning ambassadors and stakeholder participant lists

## PHASE 1. INFORMATION GATHERING (\$30,000)

### 1.1. Past Plan Review (Included)

We will provide a thorough baseline assessment review of all available existing community development plans. We will review past goals and -- with input from the Steering Committee and the community -- determine their effectiveness and/or relevance moving forward.

### 1.2. Current Conditions Assessment (Included)

We will review existing projects/policies and collect additional data as required to gain a detailed understanding of economic characteristics, land use, and the development process of Liberty Township. Research will be conducted from a variety of sources, including the US Census Bureau, US Bureau of Economic Analysis, US Department of Labor ESRI Community and Business Analyst, and the Ohio Department of Workforce Development.

### 1.3. Planning Ambassador's Meeting #1 (\$2,500)

We will convene a meeting of the Planning Ambassador's Meeting to review and refine their roles and responsibilities, and to vet the working community outreach and engagement plan. Working alongside Township staff and the project steering committee, the consulting team will revise the community outreach and engagement plans where necessary and continue the process of advertising the public opinion survey and the upcoming community workshops.

### 1.4. Key Stakeholder Outreach and Focus Group Discussions (\$2,500)

We will engage with a cross-section of key community stakeholders during several focus group discussions to further assess the collective vision for the community, and inform the community outreach process. Topic areas to explore will include: community identity, land use, transportation, parks and recreation, economic and workforce development, tourism, redevelopment areas, natural systems, and utilities, among others.



## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### 1.5. Steering Committee Meeting #2- Vision, Values and Community Assets (\$2,500)

We will facilitate a meeting with the steering committee to engage in exercises designed to establish the preliminary comprehensive vision for the plan, as well as better understand the general strengths, weaknesses, opportunities and threats that will impact any strategic plan moving forward.

### 1.6. Public Open House and Survey (\$7,500)

It is important to understand the wants of residents within the community in order to better meet their needs, remove barriers for growth, and understand motivations. This meeting will be used to introduce the project and the planning process, identify any gaps in information gathered and preliminarily analyzed to date, and discuss direction/preliminary components of the plan (desired land use, desired development, desired design and character of development). During the meeting, participants will have the opportunity to participate in a number of hands-on exercises designed to establish the framework and content for Liberty Township's vision and values.

### 1.7. Existing Conditions Summary Document- Community Reports (\$15,000)

Combining information pertaining to existing land uses and current community conditions (including those of any sub-area), we will compile a summary of existing conditions that can serve as both an interim deliverable and content for the final plan.

The analysis and findings of these elements will contribute to the future Township vision, inform recommendations, and be the basis for strategies of the comprehensive plan in order to make the comprehensive plan a useable tool.

1. Demographics (community profile)
2. Zoning, land use, and development (inconsistencies between zoning and land-use plans and current developments)
3. History and character (significant history of Liberty Township and unique character that will contribute to the vision)
4. Housing and neighborhood development
5. Natural environment and open space (analysis as a land use type and a significant tool for environmental health and wildlife)
6. Parks, recreation trail system, and greenways (analysis as a major benefit to communities for recreation and leisure)
  - a. Provide an analysis of the current recreational facilities and identify any potential gaps in services
  - b. Offer recommendations on current park structure and potential modifications as community grows
7. Agriculture and rural land use (analysis as a land-use type and an industry)
8. Hazard areas (floodplain, environmental hazards, etc.)
9. Transportation (vehicular, pedestrian, and alternative transportation)
  - a. Includes updates to the current thoroughfare and alternative transportation plans and identification of specific projects with preliminary cost estimates, timing, and potential funding sources

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

10. Facilities and infrastructure (utility services and service areas and public services and service areas)
  - a. Provide an overview of the utility services including recommendations for efficiencies and growth potential
11. Land use policies
12. Economic development/growth policies
  - a. Define Liberty Township's role in the local and regional economy and identify potential market strengths and/or opportunities for further growth
  - b. Outline strategies to create new economic development opportunities, including potential locations
13. Downtown/Township Centers
  - a. Identify business trends and analyze existing redevelopment efforts in the central business district
  - b. Provide recommendations on potential redevelopment or reuse opportunities for residential, commercial, or industrial applications, specifically targeting options to increase residential capacity in or near downtown

### **Phase 1 Information Gathering Deliverables**

1. Past plan review summary document(s)
2. Stakeholder questions
3. One (1) Steering committee meeting; includes meeting presentations, summaries, and necessary handouts
4. One (1) Planning Ambassador's Meeting; includes meeting presentations, summaries, and necessary handouts
5. Key Stakeholder/Focus Group Discussions; includes meeting presentations, summaries, and necessary handouts
6. Project website and social media updates with online quick poll(s)
7. One (1) Public Open House and Public Opinion Survey; includes meeting presentations, summaries, and necessary handouts
8. Existing Conditions Summary Document (Community Reports) complete with illustrative maps, charts, infographics and written summaries

## PHASE 2. IDEA AND STRATEGY DEVELOPMENT (\$35,000)

### 2.1. Steering Committee Meeting #3- Goals and Key Principles (\$2,500)

We will work with the steering committee to refine the vision, goals, and key issues and develop principles. This step is important to make sure that all key issues are addressed and preliminary principles are developed and are focused to create the foundation of the plan prior to the development of the recommendations and the strategies.

As a team, we'll compare and contrast the preliminary set of guiding principles and policy objectives against Liberty Township's current Unified Development Ordinance to determine what, if any, barriers exist to realizing the community's collective vision.

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### 2.2. Planning Ambassador's Meeting #2 (\$2,500)

We will convene a meeting of the Planning Ambassador's Meeting to review and vet the Existing Conditions Summary Document. Working alongside Township staff and the project steering committee, the consulting team will finalize the Summary Document, where necessary.

### 2.3. Draft Plan Development: Strategies and Recommendations (\$17,500)

Building off of the local history and culture, and having taken note of the demographic and socio-economic conditions and trends, we will develop new strategies to encourage economic development, sustainability, and general improvements for the continued quality of life of the Township's residents and businesses. Throughout the planning process, but especially during the plan development phase, we will capture our team's findings and recommendations to produce a planning document that addresses or otherwise includes detailed policies and strategies for the following:

- Community character
- Land uses - existing and future
- Neighborhood and housing development, stabilization, and/or revitalization
- Natural systems and environmentally sensitive areas
- Parks and open space planning
- Transportation access and connectivity
- Bike and pedestrian connectivity
- Public and public serving facilities and services
- Capital improvements, including streetscape enhancements
- Workforce and economic development
- Administrative policies and procedures
- Intergovernmental coordination

Additionally this phase will include a traffic study that is intended to be an update to Liberty Township portion of the Countywide thoroughfare plan. This update will evaluate the proposed roadway traffic volumes, traffic patterns and adjacent land uses to determine the transportation needs of Liberty Township. The traffic study will focus on roadways with a classification of collector or higher and will include existing and proposed functional classifications, existing and future average daily traffic (AADT) volumes, and existing and future level of service (LOS) for each roadway, recommended improvements and planning level cost estimates for all recommendations.

These initial strategies and recommendations will be paired with findings developed during previous tasks to complete the Draft Comprehensive Plan document. It is anticipated that the draft plan will outline the vision, values, and goal platforms developed throughout the planning process.

### 2.4. Steering Committee Meeting #4: Draft Plan Review (\$2,500)

We will facilitate a meeting of the steering committee to review the draft plan, share the findings of the Vision, Values and Community Assets public opinion survey, and make any final adjustments to the draft plan prior to entering into the formal review and adoption processes.

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### 2.5. Planning Ambassador's Program Meeting #3 (\$2,500)

We will reconvene the Planning Ambassador's Program for the purposes of determining if both the planning process and the outcomes suggested by the plan track with the information and feedback that we collect during the first two phases of the planning process.

### 2.6. Public Open House and Survey: Strategies and Recommendations (\$7,500)

A public meeting to present the draft plan will be important in continuing the conversation with the public regarding their concerns and the response to the first meeting. In addition to an actual meeting, online surveys and review of materials will be available. This form of engagement extends the reach of the discussion to those who are unable to make public meetings. This meeting will be customized to meet the requirements of a public hearing if additional public hearings are not preferred.

#### **Phase 2 Idea and Strategy Development Deliverables**

1. Two (2) Steering committee meetings; includes meeting presentations, summaries, and necessary handouts
2. Two (2) Planning Ambassador's Meetings; includes meeting presentations, summaries, and necessary handouts
3. One (1) Public Open House and Public Opinion Survey; includes meeting presentations, summaries, and necessary handouts
4. Project website and social media updates with online quick poll(s)
5. Draft Comprehensive Plan document complete with illustrative maps, charts, infographics and written summaries

## PHASE 3. COMMUNITY DRIVEN IMPLEMENTATION (\$20,000)

### 3.1. Key Stakeholder Outreach– Vetting Recommendations (Included)

Each of the findings and recommendations produced to-date will be presented, reviewed, and vetted with the community prior to the creation of the adoption draft of the new Liberty Township Comprehensive Plan. At a minimum, we will circle back with the key stakeholders that provided their feedback and input during Phase 1.

During this task we will guide the stakeholders through an honest review of the planning process, our findings, and the preliminary set of recommendations. The questions that we will aim to answer will be:

1. Will the recommendations of this plan disadvantage anyone who is already disadvantaged?
2. Will the recommendations of this plan produce equitable opportunities and benefits for the entire Liberty Township community?
3. Has the planning process been inclusive?

### 3.2. Final Plan Development (\$10,000)

Throughout the formal review and adoption process, we will field recommended changes and comments pertaining to the draft plan. Prior to the adoption process, we will update the draft plan to address changes and to include an updated summary of the entire planning process.

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### Map Component

Using Liberty Township's current land use inventory and future land use maps as a guide, our team will create a new set of illustrative maps that coincide with the narrative of the plans.

### Guidance Component

The final document will be complete with a guidance component, where you'll find the stated goals, and objectives. Goals will include general statements about desirable future conditions. Objectives will include statements of measurable outcomes in furtherance of a certain goal.

### Community Initiatives Component

The action plan component of the plan will be in the form of a series of community initiatives. These are measurable action steps that become a part of the applicable department's annual work plan.

### Evaluation Component

The reporting and evaluation component will include the steps that the Township can take to monitor, evaluate and report on the progress of the implementation of the plan. Also included will be a decision-making framework for determining when and how to deviate from the plan, revise one or more components of the plan, and when to completely rewrite the plan.

### 3.3. Steering Committee Meeting #5 (\$2,500)

We will facilitate a meeting of the steering committee to review all outstanding issues and opportunities and prepare the team's presentation to the Township Trustees.

### 3.4. Public Open House #3- Community celebration (\$7,500)

We will develop and facilitate a public open house designed to reveal the adoption draft of the plan during a community celebration event. Participants will have the opportunity to learn about the process and how the community shaped the final plan.

### 3.5. Adoption Draft and Final Presentation (Included)

We will prepare a final set of presentations to give during official public meetings of the Township Trustees, but will be limited to one (1) introductory meeting/reading before each governing body and one (1) public hearing before each governing body.

### 3.6. Prepare the Final Deliverables (Included)

Upon adoption, we will produce printed, bound, color copies of the final plan, as well as a set of large format exhibits and a flash drive containing all of the original source files in their electronic format. While all deliverables will be reader friendly, graphic in nature, and contain clearly articulated content, the format of each of them will further facilitate their use. From an overarching policy guide and individual work plan components to community reports and a high-level executive summary, each deliverable will speak to the overarching vision and policy direction in their own unique way. Each deliverable will be user-friendly and easy to read.

## Exhibit A: Detailed Price Proposal

# Comprehensive Plan

Liberty Township, Ohio

### **Phase 3 Community Driven Implementation Deliverables**

1. Summary of Key Stakeholder/Focus Group Draft Plan review; includes meeting presentations, summaries, and necessary handouts
2. One (1) Steering committee meeting; includes meeting presentations, summaries, and necessary handouts
3. One (1) Public Open House; includes meeting presentations, summaries, and necessary handouts
4. Attendance and presentation at all applicable adoption meetings
5. Project website and social media updates
6. Final Comprehensive Plan document- final quantity to be determined by Liberty Township Trustees
7. Large-format Maps
8. A high-resolution PDF of the completed plan (in both print and web view)
9. Source files for all maps, inventories, graphics, GIS shapefiles, workbooks, meeting materials, and all other files created during the planning process
10. Any and all remaining public relations materials, such as balloons or posters, that were created to raise awareness about the development of the new Liberty Township Comprehensive Plan