



*Embraced by nature. ♦ Inspired by progress.*

**LIBERTY TOWNSHIP BOARD OF TRUSTEES  
MINUTES OF THE REGULAR MEETING  
TUESDAY APRIL 16<sup>TH</sup>, 2019  
6400 PRINCETON ROAD  
LIBERTY TOWNSHIP OH 45011**

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

On Tuesday, April 16<sup>th</sup>, 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. Farrell – present, Mr. Schramm present.

Boy Scouts from Troop 947 led the Pledge of Allegiance.

**PUBLIC HEARING**

**ZC19-004:** Sunburst Storage Liberty Township, LLC is requesting a Zoning Map Amendment from R-1 and B-2 to O-2. The subject property is located on the north side of Hamilton Middletown Road, approximately 1,500' east of Princeton Glendale Road, Parcel #D2010-004-000-030, Section 4, Town 2, Range 3, Liberty Township, Butler County, Ohio.

**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 ZC19-004: SUNBURST STORAGE LIBERTY TOWNSHIP, LLC IS REQUESTING A ZONING MAP AMENDMENT FROM R-1 AND B-2 TO O-2. THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE OF HAMILTON MIDDLETOWN ROAD, APPROXIMATELY 1,500' EAST OF PRINCETON GLENDALE ROAD, PARCEL #D2010-004-000-030, SECTION 4, TOWN 2, RANGE 3, LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO..** Mr. Farrell seconded. The motion passed unanimously.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE LIBERTY TOWNSHIP ZONING COMMISSION NOTICE OF DECISION FOR CASE ZC19-004, APPLICANT: SUNBURST STORAGE LIBERTY TOWNSHIP LLC. TO APPROVE A ZONING MAP AMENDMENT TO THE LIBERTY TOWNSHIP ZONING MAP FROM R-1 (SUBURBAN RESIDENCE DISTRICT) AND B-2 (GENERAL BUSINESS DISTRICT) TO O-2 (OFFICE & LIMITED INDUSTRIAL DISTRICT) FOR 5174 HAMILTON MIDDLETOWN ROAD. (2019-077)** Mr. Farrell seconded. The motion passed unanimously.



### **FISCAL OFFICER BUSINESS**

- Appropriation Status as of March 31, 2019
- Fund Status as of March 31, 2019

### **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:
  - Regular Meeting, April 2, 2019
- Motion to approve Check Register and the Special Check Register
- Liquor Permit for Liberty Center Lodging Associates LLC, 7505 Gibson Street, Liberty Township, OH 45069

#### **Requisitions over \$2,500**

- \$15,011.88 Butler County Emergency Mgt Agency (Annual Fee)
  - \$3,752.97 1000-110-519-0000
  - \$3,752.97 2031-330-519-0000
  - \$3,752.97 2191-220-519-0000
  - \$3,752.97 2192-210-519-0000
- \$4,212.00 Frost Brown Todd (Admin Building/Employ. Issues)
  - \$4,023.00 1000-110-311-0000
  - \$ 189.00 2191-220-311-0000



<b>Chase Bank - interest payment for various purpose bonds, series 2018</b>	
<b>Amount</b>	<b>Account</b>
14,114.79	3101-830-830-0000
25,541.05	3111-830-830-0000
22,852.52	3113-830-830-0000
2,016.40	3112-830-830-0000
28,715.50	3114-830-830-0000
<b>93,240.26</b>	
<b>The Huntington National Bank - interest payment for fire station 113</b>	
<b>Amount</b>	<b>Account</b>
8,842.50	3106-830-830-0000
<b>PNC Bank - interest payment for road garage bond</b>	
<b>Amount</b>	<b>Account</b>
3,519.00	3102-830-830-0000
<b>The Bank of New York - interest payment for liberty interchange debt</b>	
<b>Amount</b>	<b>Account</b>
380,830.98	3110-110-360-0005
360,705.82	3109-110-360-0005
519,609.67	3107-110-360-0005
106,822.80	3108-110-360-0005
<b>1,367,969.27</b>	
<b>US Bank - interest payment for Liberty Center Project, series 2014B</b>	
<b>Amount</b>	<b>Account</b>
34,445.31	3110-830-830-0000
34,445.31	3109-830-830-0000
34,445.31	3107-830-830-0000
34,445.31	3108-830-830-0000
<b>137,781.24</b>	
<b>Lakota Local Schools - first half RID/TIF payment 2019</b>	
<b>Amount</b>	<b>Account</b>
55,214.88	3101-110-360-0006
329,516.03	4311-110-360-0006
248,429.70	3110-110-360-0006
356,473.51	3110-110-360-0006
164,318.31	4313-110-360-0006
301,989.12	4314-110-360-0006
235,639.20	3109-110-360-0006
346,010.02	3109-110-360-0006
166,629.44	4315-110-360-0006
271,218.88	4309-110-360-0006
339,650.55	3107-110-360-0006
526,906.98	3107-110-360-0006
69,773.23	3108-110-360-0006
98,284.98	3108-110-360-0006
<b>3,510,054.83</b>	

**Finance Department**

- Motion to approve a resolution to authorize new appropriations.(2019-078)

**Administration**

- Motion to approve a resolution to approve the Ohio Township Association Risk Management Authority (OTARMA) property and liability insurance renewal for 2019-2020 with the premium to be paid from the General, Roads, Fire, and Police Funds in the amount of \$68,087.(2019-079)

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



## PUBLIC COMMENTS

No Comments

### Departmental Business

#### Fire/EMS

Chief Klussman gave an update on repairs needed for Tower #113.

Chief Klussman requested a motion to approve a resolution to authorize the Township Administrator to execute a memorandum of understanding with the Butler County Sheriff's Office, the Butler County Regional Special Weapons and Tactics Team, the Liberty Township Fire Department, and the participating Tactical Medics regarding the provision of on-scene medical care during a tactical police deployment:

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BUTLER COUNTY SHERIFF'S OFFICE, THE BUTLER COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS TEAM, THE LIBERTY TOWNSHIP FIRE DEPARTMENT, AND THE PARTICIPATING TACTICAL MEDICS REGARDING THE PROVISION OF ON-SCENE MEDICAL CARE DURING A TACTICAL POLICE DEPLOYMENT: (2019-080)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to hire Brooke Rosenberger and Amanda Marimon as a Part-Time Fire Fighter / EMT at \$14.50/hour contingent upon successful completion of pre-employment testing.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO HIRE BROOKE ROSENBERGER AND AMANDA MARIMON AS A PART-TIME FIRE FIGHTER / EMT AT \$14.50/HOUR CONTINGENT UPON SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-081)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to establish the special detail pay rate of \$25.00 per hour for the Liberty Township Fire Department part time firefighter as attached.

Ms. Maticic **MOVED TO A RESOLUTION TO ESTABLISH THE SPECIAL DETAIL PAY RATE OF \$25.00 PER HOUR FOR THE LIBERTY TOWNSHIP FIRE DEPARTMENT PART TIME FIREFIGHTER AS ATTACHED. (2019-082)** Mr. Farrell seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to declare the 2009 Chevrolet Suburban as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars (\$2,500) per Ohio Revised Code Section 505.10(A)(1), and shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through GovDeals with fourteen days open for bidding.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO DECLARE THE 2009 CHEVROLET SUBURBAN AS NOT NEEDED AND / OR UNFIT FOR TOWNSHIP USE WITH A FAIR MARKET VALUE IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) PER OHIO REVISED CODE SECTION 505.10(A)(1), AND SHALL BE PROPERLY DISPOSED OF PURSUANT TO OHIO REVISED CODE SECTION 505.10(D) BY INTERNET AUCTION THROUGH GOVDEALS WITH FOURTEEN DAYS OPEN FOR BIDDING. (2019-083)** Mr. Farrell seconded. The motion passed unanimously.



### Administration

Ms. Bitonte requested a motion to approve a resolution to authorize the Township Administrator to execute the attached agreement, in substantially the same format, with Geotechnology Inc. for special inspections on the new Administration/Police Substation Facility Project for a not to exceed amount of \$15,000.00 from account 4316-760-790.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH GEOTECHNOLOGY INC. FOR SPECIAL INSPECTIONS ON THE NEW ADMINISTRATION/POLICE SUBSTATION FACILITY PROJECT FOR A NOT TO EXCEED AMOUNT OF \$15,000.00 FROM ACCOUNT 4316-760-790. (2019-084)** Mr. Farrell seconded. The motion passed.

### Department Reports

- Economic Development – Activity Report
- Fire / EMS – Activity Report
- Planning & Zoning – Permit Reports
- Services – Activity Report
  - Liberty Park Parking Lot Update

Ms. Maticic **MADE A MOTION TO PROCEED WITH THE LIBERTY PARK PARKING LOT PAVING.** Mr. Farrell seconded. The motion passed unanimously.

- Sheriff – Call Data Report
- Administration
  - Easter Egg Hunt, Saturday, April 20, 2019 at Liberty Park

Trustees had no questions on the Departmental Reports.

### TRUSTEE COMMENTS

Ms. Maticic gave updates on:

- HB 166 – Biennium Budget currently lacks policies. Must be approved by June 30, 2019
- HB 114 regarding noise regulations
- SB 10 expands penalties when there is a theft in office
- HB 149 regarding tax exemptions for developing residential properties.

Ms. Maticic requested that the Trustees and Staff look into the OKI website on their Draft for Fiscal Year 2020 – 2023 Transportation Improvement Program and make any requests or comments. She also noted that Jobs Hub Ohio is developing an interactive website.

All Trustees thanked the staff on the groundbreaking and look forward to the construction of the new administration building

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

---

Mr. Schramm, President

---

Pamela Quinlisk, Fiscal Officer



## RESOLUTION NO. 2019-077

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE LIBERTY TOWNSHIP ZONING COMMISSION NOTICE OF DECISION FOR CASE ZC19-004, APPLICANT: SUNBURST STORAGE LIBERTY TOWNSHIP LLC. TO APPROVE A ZONING MAP AMENDMENT TO THE LIBERTY TOWNSHIP ZONING MAP FROM R-1 (SUBURBAN RESIDENCE DISTRICT) AND B-2 (GENERAL BUSINESS DISTRICT) TO O-2 (OFFICE & LIMITED INDUSTRIAL DISTRICT) FOR 5174 HAMILTON MIDDLETOWN ROAD**

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

**WHEREAS**, the Butler County Planning Commission conducted a public hearing for the proposed request on Tuesday, April 16, 2019 and made a motion to recommend approval of the Zoning Map Amendment to the Liberty Township Zoning Map as presented; and

**WHEREAS**, the Liberty Township Zoning Commission conducted a public hearing for the proposed request on Wednesday, March 18, 2019 and made a motion to recommend approval of the proposed Zoning Map Amendment to the Liberty Township Zoning Map as presented; and

**WHEREAS**, a public hearing was conducted by the Liberty Township Board of Trustees on Tuesday, April 16, 2019 at 6:00 p.m. to review the proposed Zoning Map Amendment to the Liberty Township Zoning Map; and

**WHEREAS**, all those present for the hearing who wished to be heard voiced their opinions with respect thereto; and,

**WHEREAS**, said application was reviewed by the Board of Township Trustees and determined to be consistent with the Liberty Township Comprehensive Plan; now,

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees does hereby approve the request for the Zoning Map Amendment from R-1 (Suburban Residence District) and B-2 (General Business District) to O-2 (Office/Limited Industrial District) to the Liberty Township Zoning Map for 5174 Hamilton Middletown Road.

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, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



## RESOLUTION NO. 2019-078

Board of Trustees, Liberty Township  
Butler County, Ohio

### RESOLUTION TO AUTHORIZE NEW APPROPRIATIONS

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

**WHEREAS**, Michelle Greis, Finance Director, requests the Liberty Township Board of Trustees authorize the following new appropriations:

**Trails of Four Bridges RID Fund:**

- 1) \$138,434 to 3107-110-360-0006 (Contracted Services - Lakota)

**Townhomes of Four Bridges RID Fund:**

- 1) \$37,767 to 3108-110-360-0006 (Contracted Services - Lakota)

**Four Bridges RID Fund:**

- 1) \$91,319 to 3109-110-360-0006 (Contracted Services - Lakota)

**Cedarbrook RID Fund:**

- 1) \$83,277 to 3110-110-360-0006 (Contracted Services - Lakota)

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

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

Trustee Matacic,    yes  
Trustee Farrell,    yes  
Trustee Schramm,   yes



Adopted: Tuesday, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



## RESOLUTION NO. 2019-080

Board of Trustees, Liberty Township  
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BUTLER COUNTY SHERIFF'S OFFICE, THE BUTLER COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS TEAM, THE LIBERTY TOWNSHIP FIRE DEPARTMENT, AND THE PARTICIPATING TACTICAL MEDICS REGARDING THE PROVISION OF ON-SCENE MEDICAL CARE DURING A TACTICAL POLICE DEPLOYMENT

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

WHEREAS, Fire Chief Ethan Klussman requests the Liberty Township Board of Trustees authorize the Township Administrator to execute the attached Memorandum of Understanding with the Butler County Sheriff's Office (BCSO), the Butler County Regional Special Weapons and Tactics Team (SWAT), the Liberty Township Fire Department (LTFD), and the participating Tactical Medics regarding the provision of on-scene medical care during a tactical police deployment;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached Memorandum of Understanding with the Butler County Sheriff's Office (BCSO), the Butler County Regional Special Weapons and Tactics Team (SWAT), the Liberty Township Fire Department (LTFD), and the participating Tactical Medics regarding the provision of on-scene medical care during a tactical police deployment.

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, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



## **RESOLUTION NO. 2019-081**

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO HIRE BROOKE ROSENBERGER AND AMANDA  
MARIMON AS A PART-TIME FIRE FIGHTER / EMT 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 one (2) Part-Time Firefighters / EMT; 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 individuals effective upon the successful completion of pre-employment testing:

Brooke Rosenberger	PT Firefighter / EMT	\$14.50 per hour
Amanda Marimon	PT 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, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



## RESOLUTION NO. 2019-082

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO ESTABLISH THE SPECIAL DETAIL PAY RATE OF \$25.00  
PER HOUR FOR THE LIBERTY TOWNSHIP FIRE DEPARTMENT PART TIME  
FIREFIGHTER AS ATTACHED**

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

**WHEREAS**, Liberty Township Fire Chief, Ethan Klussman, desires to establish the special detail pay rate of \$25.00 per hour for the Liberty Township Fire Department Part Time Firefighter as attached;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby approves the established pay range guidelines for the Liberty Township Fire Department Part Time Firefighter as attached.

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, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



### **Part-Time Firefighter Special Detail Events**

The following events shall qualify for the Special Detail pay rate of \$25.00 per hour for any Part-Time Firefighter approved to work the detail by the Fire Chief, or his designee.

- Teaching CPR class to outside organizations, individuals or groups
- Sporting events requested by Lakota Local School District or Ohio High School Athletic Association, which occur in Liberty Township.
- A Fire or EMS detail requested by an outside organization (i.e. fireworks, festivals, and parades) located in Liberty Township.





## RESOLUTION NO. 2019-083

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO DECLARE THE 2009 CHEVROLET SUBURBAN AS NOT NEEDED AND / OR UNFIT FOR TOWNSHIP USE WITH A FAIR MARKET VALUE IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) PER OHIO REVISED CODE SECTION 505.10(A)(1), AND SHALL BE PROPERLY DISPOSED OF PURSUANT TO OHIO REVISED CODE SECTION 505.10(D) BY INTERNET AUCTION THROUGH GOVDEALS WITH FOURTEEN DAYS OPEN FOR BIDDING**

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

**WHEREAS**, Ohio Revised Code Section 505.10 outlines the acceptance and disposition of property;

**WHEREAS**, Fire Chief Ethan Klussman, requests the Liberty Township Board of Trustees declare the 2009 Chevrolet Suburban as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars (\$2,500) per Ohio Revised Code Section 505.10(A)(1);

**WHEREAS**, these items shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through GovDeals with fourteen (14) days open for bidding;

**THEREFORE, BE IT RESOLVED** that the Liberty Township Board of Trustees hereby declares the 2009 Chevrolet Suburban as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars (\$2,500) per Ohio Revised Code Section 505.10(A)(1), and shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through GovDeals with fourteen (14) days open for bidding.

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

Trustee Farrell, yes  
Trustee Matacic, yes  
Trustee Schramm, yes

Adopted: Tuesday, April 16, 2019

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

\_\_\_\_\_  
Christine Matacic, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



## RESOLUTION NO. 2019-084

Board of Trustees, Liberty Township  
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH GEOTECHNOLOGY INC. FOR SPECIAL INSPECTIONS ON THE NEW ADMINISTRATION/POLICE SUBSTATION FACILITY PROJECT FOR A NOT TO EXCEED AMOUNT OF \$15,000.00 FROM ACCOUNT 4316-760-790**

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

**WHEREAS**, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute the attached agreement, in substantially the same format, with Geotechnology, Inc. for special inspections on the new administration/police substation facility project; and

**WHEREAS**, Liberty Township would pay a not to exceed amount of \$15,000.00 from account 4316-760-790 for services rendered;

**THEREFORE BE IT RESOLVED** that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached agreement, in substantially the same format, with Geotechnology, Inc. for special inspections on the new administration/police substation facility project for a not to exceed amount of \$15,000.00 from account 4316-760-790.

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, April 16, 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 16<sup>th</sup> day of April, 2019.

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

APPROVED AS TO FORM:

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



**Via email: kbitonte@liberty-township.com**

© 2019 Geotechnology, Inc.  
April 11, 2019

Ms. Kristen L. Bitonte  
Liberty Township  
7162 Liberty Centre Drive  
Suite A  
Liberty Township, Ohio 45069

Re: Proposal for Construction Services  
Liberty Township New Administration Building  
Liberty Township, Ohio  
Geotechnology Proposal No. P032637.03

Dear Mr. Bitonte:

In response to your request, Geotechnology, Inc. (Geotechnology) is pleased to submit this proposal to provide special inspection, construction observation, and materials testing services for the referenced project.

**We have reviewed the geotechnical report for the referenced project prepared by our firm dated November 12, 2018 (Geotechnology Project Number J032637.01).** We have also reviewed the Grading Plan developed by MSP Design dated December 3, 2018 and reviewed the Statement of Special Inspections prepared by Shaefer.

It is our understanding that the project will consist of the construction of a single-story new administration building measuring approximately 15,500 square feet in plan with associated parking lots. Construction is scheduled to start on May 5, 2019.

We appreciate the opportunity to submit this proposal and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,  
**GEOTECHNOLOGY, INC.**

Steven D. Proffitt  
Senior Business Development Associate

Kevin D. Weaver, PE, CWI  
CMT Manager

SDP/KDW:alp/tmk



## FEE SCHEDULE & COST BREAKDOWN

### TASK 7100 - CONCRETE TESTING / SOIL TESTING (BASED ON 15 CONCRETE POURS AND 5 VISITS FOR COMPACTION TESTING)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Field Representative I	Hour	\$49.50
CMT Manager C	Hour	\$95.00

#### Unit Billing

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Curing Box	Day	\$9.00
Concrete Compression, 4 x 8 ASTM C39	Each	\$13.00
Nuclear Gauge	Day	\$45.00
Ice for Hot Weather Concrete/Heat Pack for Cold Weather Concrete	Each	\$9.00
Vehicle Charge - Zone 4	Trip	\$32.00
Moisture Content Soil/Rock ASTM D2216	Each	\$8.00
Atterberg Limits, 3-Pt Method ASTM D4318	Each	\$90.00
Sieve Analysis, Washed ASTM D422	Each	\$85.00
Standard Proctor, Soil ASTM D698	Each	\$175.00
Floor Flatness Levelness ASTM E1155	Each	\$120.00

### TASK 7105 - REINFORCED CONCRETE / WOOD CONSTRUCTION / STRUCTURAL STEEL (BASED ON 15 VISITS FOR REINFORCED CONCRETE / 5 VISITS FOR WOOD CONSTRUCTION / 2 VISITS FOR STRUCTURAL STEEL)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Field Representative II	Hour	\$54.50
CMT Manager C	Hour	\$95.00

#### Unit Billing

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Vehicle Charge - Zone 4	Trip	\$32.00

**ESTIMATED TOTAL: \$11,900.00**

Note: Based upon our experience on similar type projects, we have developed this list of anticipated services. Please note that this is for budgeting purposes only, and we will invoice for actual services rendered at the unit prices included herein without project minimums.

Field services performed over 8 hours per day, 2nd or 3rd shifts, and weekends will be charged at an overtime rate of 1.25 times the applicable hourly rate.

Shop and in-plant reviews are assumed not required, for fabricators approved in accordance with IBC Section 1704-2.5.2. We can provide this service, if fabricators do not meet this criteria. When the location of the fabrication shop is determined, we can provide an estimate.



This estimate does not include quality control for sidewalk, curb or asphalt pavement. If requested, we can provide these services.

If the Contractor chooses to use masonry construction for below grade foundations, this estimate will still be applicable.

## TERMS FOR GEOTECHNOLOGY'S SERVICES

---

### 1. THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, Inc.**, hereinafter referred to as GEOTECHNOLOGY, and **Liberty Township**, hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the PROPOSAL identified as Proposal No. **P032637.03**, dated **April 11, 2019**, and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 90 days from **April 11, 2019**.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT'S rights against any of GEOTECHNOLOGY'S employees, officers or directors.

### 2. STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

### 3. SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

### 4. CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

### 5. SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT'S responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. Client shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

### 6. OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY'S plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY'S assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.
- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY'S professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or



stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.

- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

## 7. JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

## 8. BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

## 9. TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

## **10. ALLOCATION OF RISK**

### **10.1 LIMITATION OF LIABILITY**

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

### **10.2 INDEMNIFICATION**

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

## **11. CONTINUING AGREEMENT**

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

## **12. PREVAILING WAGE AND UNION MEMBERSHIP**

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

## **13. THIRD PARTY RELIANCE UPON REPORTS**

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

## **14. NON-SOLICITATION OF EMPLOYEES**

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

## **15. DISPUTES RESOLUTION**

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other

improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.

- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
  - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
  - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

**16. GOVERNING LAW AND SURVIVAL**

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**17. SUCCESSORS AND ASSIGNS**

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

**18. OTHER PROVISIONS**

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

**19. FUTURE SERVICES**

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

**20. SIGNATURES**

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

**LIBERTY TOWNSHIP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

**GEOTECHNOLOGY, INC.**

*Steven D. Proffitt*  
\_\_\_\_\_  
(Signature)

Steven D. Proffitt  
\_\_\_\_\_  
(Printed Name)

Senior Business Development Associate  
\_\_\_\_\_  
(Position)

April 11, 2019  
\_\_\_\_\_  
(Date)