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**LIBERTY TOWNSHIP BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
TUESDAY MARCH 6, 2018
6400 PRINCETON ROAD
LIBERTY TOWNSHIP OH 45044**

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

On Tuesday, March 6th, 2018 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.

Boy Scout Tristen Shubert from Troop 940 led the Pledge of Allegiance.

PUBLIC HEARING #1

ZC18-004: Applicant – Liberty Township Board of Trustees are requesting a Zoning Map Amendment from A-1 (Agricultural District), B-2 (Community Business District) and M-1 (Industrial District) to B-1 (Neighborhood Business District) for the properties located at 6400 Princeton Road (Parcels #D2010-022.000-003; D2010-022.000-004; D2010-022.000-005; D2010-022.000-043; D2010-022.000-066), Section 26, Town 3, Range 3, Liberty Township, Butler County, Ohio.

Mr. Juengling presented the staff report.

Mr. Juengling presented a letter from Craig and Robin Reese, 6341 Princeton Road, who have concerns about storm water runoff.

Comments in Favor:

No Comments

Comments Opposed/Neutral to Proposal:

Buck Rumpke, 6275 Maud Hughes Road would like to know if there will be consideration made for screening the property.

Mr. Farrell noted that would be handled at a later date.

Mr. Juengling indicated the zoning resolution specifies the details of screening when business is adjacent to residential properties and we will be following the requirements.

Mr. Schramm **MOVED TO CLOSE THE PUBLIC HEARING ON ZC18-004: APPLICANT – LIBERTY TOWNSHIP BOARD OF TRUSTEES ARE REQUESTING A ZONING MAP AMENDMENT FROM A-1 (AGRICULTURAL DISTRICT), B-2 (COMMUNITY BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO B-1 (NEIGHBORHOOD BUSINESS DISTRICT) FOR THE PROPERTIES LOCATED AT 6400 PRINCETON ROAD (PARCELS #D2010-022.000-003; D2010-022.000-004; D2010-022.000-005; D2010-022.000-043; D2010-022.000-066), SECTION 26, TOWN 3, RANGE 3, LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO.** Ms. Maticic seconded. The motion passed unanimously.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE LIBERTY TOWNSHIP ZONING COMMISSION NOTICE**



OF DECISION FOR CASE ZC18-004, APPLICANT: LIBERTY TOWNSHIP BOARD OF TRUSTEES TO APPROVE A ZONING MAP AMENDMENT TO THE LIBERTY TOWNSHIP ZONING MAP FROM A-1 (AGRICULTURAL DISTRICT), B-2 (GENERAL BUSINESS DISTRICT), AND M-1 (LIGHT INDUSTRIAL DISTRICT) TO B-1 (NEIGHBORHOOD BUSINESS DISTRICT) FOR TOWNSHIP OWNED PROPERTIES AT 6400 PRINCETON ROAD, LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO (2018-052) Ms. Matacic seconded. The motion passed unanimously.

FISCAL OFFICER'S BUSINESS

Mrs. Quinlisk provided the following notification:

- Appropriation Status as of March 1, 2018
- Fund Status as of March 1, 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:
 - Regular Meeting, February 20, 2018
- Check Register – Motion to approve Check Register and the Special Check Register

Requisitions Over \$2,500

- Motion to approve requisitions over \$2,500.
 - \$3,060.00PL Vulcan Training Concepts (Elevator Emergency Training)
 - \$3,060.00 2191-220-318

Services

- Motion to approve a resolution to authorize the Township Administrator to execute an agreement with Murphy Tractor and Equipment Company to purchase a John Deere Model 333G Compact Track Loader for an amount not to exceed \$70,225.94 from account # 2031-760-740-0000. **(2018-053)**

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

PUBLIC COMMENTS

Michaux Merhout, 5617 Eagle Dance Drive, has concerns about neighboring properties who she feels are shooting from their personal property into Cherokee Park. She referenced an experience where she felt bullets were going into the park where she and her daughter were walking. She appreciates that the Township has to work within the current laws, but would like the Trustees to pursue legislation regarding gun use in large urban township.

Trustees expressed their concern and will continue working on the issue with the residents and staff.



Departmental Business

Economic Development

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute the attached agreement with CoStar, Inc. for a property database feed and regional commercial real estate information for \$4,740.00 from account # 1000-110-360.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH COSTAR, INC. FOR A PROPERTY DATABASE FEED AND REGIONAL COMMERCIAL REAL ESTATE INFORMATION FOR \$4,740.00 FROM ACCOUNT # 1000-110-360. (2018-054)** Ms. Maticic seconded. The motion passed unanimously.

Fire / EMS

Chief Klussman requested a motion to approve a resolution to establish pay range guidelines for the Liberty Township Fire Department Part Time Firefighter – EMT and Part Time Firefighter – Paramedic positions as attached.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO ESTABLISH PAY RANGE GUIDELINES FOR THE LIBERTY TOWNSHIP FIRE DEPARTMENT PART TIME FIREFIGHTER – EMT AND PART TIME FIREFIGHTER – PARAMEDIC POSITIONS AS ATTACHED. (2018-055)** Ms. Maticic seconded. The motion passed unanimously.

Chief Klussman requested a motion to approve a resolution to approve the job descriptions for the Liberty Township Fire Department Battalion Chief and Captain Positions and add them to the Liberty Township Personnel Policy Handbook effective March 6, 2018.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO APPROVE THE JOB DESCRIPTIONS FOR THE LIBERTY TOWNSHIP FIRE DEPARTMENT BATTALION CHIEF AND CAPTAIN POSITIONS AND ADD THEM TO THE LIBERTY TOWNSHIP PERSONNEL POLICY HANDBOOK EFFECTIVE MARCH 6, 2018. (2018-056)** Ms. Maticic seconded. The motion passed unanimously.

Zoning Department

Mr. Behrmann requested a motion to approve a resolution to authorize the Township Administrator to enter into the attached agreement, in substantially the same format, with The Christ Hospital for the limited purpose of installing and maintaining streetscape benches, sidewalks and street trees along the west side of Cox Road.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO ENTER INTO THE ATTACHED AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH THE CHRIST HOSPITAL FOR THE LIMITED PURPOSE OF INSTALLING AND MAINTAINING STREETSCAPE BENCHES, SIDEWALKS AND STREET TREES ALONG THE WEST SIDE OF COX ROAD. (2018-057)** Ms. Maticic seconded. The motion passed unanimously.

Administration

Ms. Bitonte requested a motion to approve a resolution to authorize the Township Administrator to execute an Agreement, in substantially the same format, with Rumpke of Ohio, Inc. for waste collection and recycling services at various Township facilities.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH RUMPKE OF OHIO, INC. FOR WASTE COLLECTION AND RECYCLING SERVICES AT VARIOUS TOWNSHIP FACILITIES. (2018-058)** Ms. Maticic seconded. The motion passed unanimously.



Ms. Bitonte requested a motion to approve a resolution approving the estimated project cost and authorizing the commencement of bidding including the advertisement for and review of bids all related to the installation of a fire suppression system in the Services Facility.

Mr. Schramm **MOVED TO APPROVE A RESOLUTION APPROVING THE ESTIMATED PROJECT COST AND AUTHORIZING THE COMMENCEMENT OF BIDDING INCLUDING THE ADVERTISEMENT FOR AND REVIEW OF BIDS ALL RELATED TO THE INSTALLATION OF A FIRE SUPPRESSION SYSTEM IN THE SERVICES FACILITY. (2018-059)** Ms. Maticic seconded. The motion passed unanimously.

TRUSTEE COMMENTS

Ms. Maticic noted the following:

- HB 175 regarding livestock is still in the House Agriculture Rural Development committee. She stated Rep. Rutherford and Keller have signed on in support of the bill – so please reach out to your legislators if you have concerns
- HB415 – is looking at how to reallocate the ½ of surplus to local road improvements. It passed in the House and now is with the Senate.
- HB 500 – changes to some township laws is in the House State & Local Government Committee
- Ms. Maticic has been re-elected to the CLOUT executive board and the next meeting will be March 26. Please send any ideas/concerns to her to make sure they are addressed.

EXECUTIVE SESSION

Mr. Schramm **MOVED TO GO INTO AN EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES PURSUANT TO O.R.C. § 121.22 (G)(2), AND TO DISCUSS EMPLOYMENT OF PUBLIC EMPLOYEES.** Ms. Maticic seconded. The motion passed unanimously.

Mr. Schramm **MOVED TO COME OUT OF EXECUTIVE SESSION.** Ms. Maticic seconded. The motion passed.

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

Mr. Farrell, President

Pamela Quinlisk, Fiscal Officer



RESOLUTION NO. 2018-052

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE LIBERTY TOWNSHIP ZONING COMMISSION NOTICE OF DECISION FOR CASE ZC18-004, APPLICANT: LIBERTY TOWNSHIP BOARD OF TRUSTEES TO APPROVE A ZONING MAP AMENDMENT TO THE LIBERTY TOWNSHIP ZONING MAP FROM A-1 (AGRICULTURAL DISTRICT), B-2 (GENERAL BUSINESS DISTRICT), AND M-1 (LIGHT INDUSTRIAL DISTRICT) TO B-1 (NEIGHBORHOOD BUSINESS DISTRICT) FOR TOWNSHIP OWNED PROPERTIES AT 6400 PRINCETON ROAD, LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO

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

WHEREAS, the Liberty Township Trustees initiated an amendment to the Liberty Township Zoning Map on Tuesday, January 16, 2018 for township owned properties at 6400 Princeton Road, Liberty Township, Butler County, Ohio (Parcels #D2010-022.000-003; D2010-022.000-004; D2010-022.000-005; D2010-022.000-043; and D2010-022.000-066); and

WHEREAS, the Butler County Planning Commission conducted a public hearing for the proposed request on Tuesday, February 13, 2018 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, February 21, 2018 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, March 6, 2018 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 Zoning Map Amendment from A-1 (Agricultural District), B-2 (General Business District), and M-1 (Light Industrial District) to B-1 (Neighborhood Business District) to the Liberty Township Zoning Map for township owned properties at 6400 Princeton Road (Parcels #D2010-022.000-003; D2010-022.000-004; D2010-022.000-005; D2010-022.000-043; and D2010-022.000-066).

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2018-053

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH MURPHY TRACTOR AND EQUIPMENT
COMPANY TO PURCHASE A JOHN DEERE MODEL 333G COMPACT
TRACK LOADER FOR AN AMOUNT NOT TO EXCEED \$70,225.94 FROM
ACCOUNT # 2031-760-740-0000**

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 authorize the Township Administrator to execute an agreement with Murphy Tractor and Equipment Company to purchase a John Deere Model 333G Compact Track Loader; and

WHEREAS, Liberty Township would pay an amount not to exceed \$70,225.94 from Account # 2031-760-740-0000;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute an agreement with Murphy Tractor and Equipment Company to purchase a John Deere Model 333G Compact Track Loader for an amount not to exceed \$70,225.94 from Account # 2031-760-740-0000.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2018-054

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH COSTAR, INC. FOR A PROPERTY DATABASE FEED AND REGIONAL COMMERCIAL REAL ESTATE INFORMATION FOR \$4,740.00 FROM ACCOUNT # 1000-110-360

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 agreement with CoStar, Inc. for a property database feed and regional commercial real estate information; and

WHEREAS, Liberty Township would pay \$4,740.00 from account # 1000-110-360;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached agreement with CoStar, Inc. for a property database feed and regional commercial real estate information for \$4,740.00 from account # 1000-110-360.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY: (Ref ID) 730079	
AE:	Jordan Higgins
Location ID:	24595135
Business Code:	Area Associations




Licensee: Liberty Township Economic Development		Location ID: 24595135	
Address: 7162 Liberty Centre Dr, Suite A		City/State/Zip: Liberty Township, OH 45069-2562	
Fax:		Telephone: (513) 759-7500	
Bill-To Contact: Kristen L Bitonte		Email for Bill-to-Contact: kbitonte@liberty-township.com	
USE	BILLING CYCLE	PAYMENT METHOD	
Total No. Sites: 1	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Check	
Total No. Authorized Users (All Sites): 1	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Automatic Withdrawal	
	<input checked="" type="checkbox"/> Yearly		
TERM	COMPS HISTORICAL DATA	KEY TOKENS	
One Year Initial Term	From (MM/YY): 2/1987 (COMPS Subscribers)	Total Number of Key Tokens: 0	
START DATE			
Immediate Start			
LICENSE TYPE			
Site License			
SCHEDULE			
Site	Market	Product Description	Monthly License Fees (Before Tax)
24595135	Cincinnati	CoStar Suite	\$395.00
Total Monthly Fees From Additional Schedule of Services			
Discount:			
Total Monthly License Fees:			\$395.00
Discounted Monthly License Fees:			

Notes:

This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use") available online at www.costar.com. By using the Licensed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.

In the event that Licensee does not execute this Agreement by the following date 2/28/2018, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 
 Name: Max Linnington
 Title: SVP Sales & Customer Service
 Date: Feb 23, 2018
 Address: 1331 L St NW
 Address: Washington, DC 20005-4101

Licensee

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____
 Address: 7162 Liberty Centre Dr, Suite A
 Address: Liberty Township, OH 45069-2562

CoStar License Agreement
Subscription Form

FOR INTERNAL ONLY: (Ref ID) 730079	
AE:	Jordan Higgins
Location ID:	24595135
Business Code:	Area Associations



Fax #: _____

Licensee: Liberty Township Economic Development		Location ID: 24595135	
Address: 7162 Liberty Centre Dr, Suite A		City/State/Zip: Liberty Township, OH 45069-2562	
Total Number of Authorized Users at Site: 1			

USERS AT ABOVE LISTED SITE

Contact Name: Caroline McKinney	Phone: 513-759-7510
Email: cmckinney@liberty-township.com	Role: User



CoStar Terms and Conditions (Commercial)

1. License . (a) This Agreement between CoStar Realty Information, Inc. ("CoStar") and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, (2) forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate or securities, including but not limited to those related to the Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between Licensor and Licensee (the "Analysis"), (3) commercial real estate market reports, which may contain the Analysis (the "CoStar Market Reports") and (4) related software (the "Software"). Those portions of the Software, Database, Analysis and CoStar Market Reports that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, Analysis or CoStar Market Reports, including as a result of the verification of any portion of the Information, Analysis or CoStar Market Reports by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form, subject to and in accordance with the terms of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form (the "Authorized Users") and, except as set forth below, only at the site(s) specifically identified herein. Except where Licensee is an individual, and therefore the sole Authorized User, all of such users must be individuals (1) employed by Licensee or an Exclusive Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, analyst, appraiser, underwriter, asset manager, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and any Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. Use . (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business: (1) use the Licensed Product for Licensee's internal research purposes; and (2) use the Database (A) to provide information regarding particular properties to its clients and prospective clients; (B) to market particular properties, and (C) to support its valuation, appraisal or counseling regarding a specific property. Licensee may also, in the ordinary course of its business share or distribute to clients limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports ("CoStar Excerpts") that are contained in or incidental to its own reports, analyses or presentations for clients ("Client Materials"), provided that: (i) such CoStar Excerpts are only supportive of the substance of the Client Materials; (ii) Licensee shall be liable for any such distribution of the CoStar Excerpts; (iii) Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials; (iv) the Client Materials shall not include full or partial copies of any CoStar Market Reports; and (v) the Client Materials contain limited amounts of building specific and tenant specific information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print information or copy information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing information or CoStar Excerpts that complies with Section 2(a), to a limited number of its clients and prospective clients, and (ii) Licensee may display solely on its own web site photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product; (3) access or use the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any information or analysis for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute information or analysis that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., Canadian, international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9) use any portion of the Licensed Product in any securities offering materials, registration statement, prospectus or other filing, including with the U.S. Securities and Exchange Commission or a foreign securities regulator or other securities regulator or commissioner, in connection with the offer or sale of securities, incorporate by reference any portion of the Licensed Product into any such registration statement, prospectus or other filing, or use any portion of the Licensed Product in any filing with any federal, provincial, state, local or foreign governmental authority.

3. Ownership . Licensee acknowledges that the information is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. Canadian and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Analysis, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Exclusive Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors.

4. Term . The term of this Agreement shall begin on the date of signature by CoStar, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee acknowledges that it is responsible for payment of License Fees pursuant to paragraph 5 for the entire Renewal Term unless the Agreement is terminated in accordance with the notice provisions of this paragraph. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.

5. License Fees . Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees shall begin on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage

increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. Termination . (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates; or (2) in the event that CoStar discontinues a particular market or markets that form a part of the License Product or discontinues a particular product, upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for license fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) In the event that a third party supplier suspends or cancels delivery of data incorporated into the Database, Licensee acknowledges and agrees that CoStar may suspend or cancel delivery of the corresponding portion or all of the Licensed Product hereunder. (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination . At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar, provided further, however, that Licensee shall not be required or obligated to destroy, delete or recall any Information or Analysis that already may appear in or have been presented in any of the reports or other materials permitted under the terms of this Agreement. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.

8. Licensed Product . Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product. Licensee is responsible for all charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product.

9. Information . Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, Licensee retains its rights to such information and images, even following termination of this Agreement.

10. LIMITATION ON LIABILITY . (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE COSTAR PARTIES) WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

11. NO WARRANTIES . ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR COMMERCIAL REAL ESTATE MARKETS. THE ANALYSIS AND

COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF ACCURACY IN REPORTING COMMERCIAL REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD COSTAR OR ITS LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING COMMERCIAL REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.

12. **Assignment** . The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.

13. **Passcodes; Key Tokens** . (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall cease using and destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Exclusive Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer; provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a "Key Token") designed to enable such Authorized User to access the Licensed Product from multiple computers for free. All Key Tokens licensed by Licensee shall constitute part of the Licensed Information Product. If a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token; provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.

14. **Indemnification**. Licensee agrees to defend, indemnify and hold harmless CoStar, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including attorney's fees, associated with the defense and settlement of any threatened, pending or completed claim, demand or action by any person not a party to this Agreement resulting from, arising out of or relating to Licensee's use or application of the Database, Analysis, Information or Licensed Product in contravention of the terms of the Agreement, including a claim under any federal, state or foreign securities law, rule or regulation (a Claim) and shall pay any judgments or settlements based thereon; provided, that CoStar shall give Licensee prompt written notice of the Claim (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Licensee's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. CoStar may, at its own expense, reasonably assist in such defense if it so chooses, provided that Licensee shall control such defense and all negotiations relative to the settlement of any such claim. This clause shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any federal, state or foreign securities law, rule or regulation pursuant to the paragraph above, if for any reason the foregoing indemnity is unavailable to any CoStar Party, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such Claim under any legal or equitable theories available to it.

15. **Notices** . All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S., Canadian or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to such other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. or Canadian mail, one day after mailing, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail.

16. **Force Majeure** . None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

17. **User Information** . Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the User Data), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Professional Licensed Product per Authorized User located at that site.

18. **Choice of Law; Jurisdiction** . This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

19. **Miscellaneous** . This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 19 hereof will survive nonrenewal or termination of this Agreement.

Liberty Township Economic Development	
7162 Liberty Centre Dr, Suite A, Liberty Township, OH 45069-2562	
24595135	Jordan Higgins



Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. ("Licensor") and Liberty Township Economic Development ("Licensee") and is executed pursuant to and made a part of the License Agreement signed by Licensee on, _____, 2018, for the provision of Licensor's 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. Section 14 is hereby deleted.
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: _____

Licensee:

By: _____
 Name: _____
 Title: _____
 Date: _____



RESOLUTION NO. 2018-055

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO ESTABLISH PAY RANGE GUIDELINES FOR THE
LIBERTY TOWNSHIP FIRE DEPARTMENT PART TIME FIREFIGHTER – EMT
AND PART TIME FIREFIGHTER – PARAMEDIC POSITIONS 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 pay range guidelines for the Liberty Township Fire Department Part Time Firefighter – EMT and Part Time Firefighter – Paramedic positions 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 – EMT and Part Time Firefighter – Paramedic positions as attached.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

New Rates - Part time FF-EMT_FF-Paramedic

<u>FF/EMT</u>	<u>Standard Rate</u>	<u>Shift Differential</u>	
Step 1	\$13.39	\$14.50	<u>FF/EMT Step 1</u> New Hire with 0-3 years experience
Step 2	\$14.42	\$15.50	<u>FF/EMT Step 2</u> New Hire with greater than 3 years experience FF/EMT in step 1 that completes probation year
Step 3	\$15.45	\$16.50	<u>FF/EMT Step 3</u> FF/EMT in step 2 for one year who obtains and maintains 2 of the Optional Certifications
Step 4	\$16.48	\$17.50	<u>FF/EMT Step 4</u> FF/EMT in step 3 for one year who obtains and maintains 4 of the Optional Certifications

<u>FF/PM</u>	<u>Standard Rate</u>	<u>Shift Differential</u>	
Step 1	\$14.68	\$17.00	<u>FF/PM Step 1</u> New Hire with 0-3 years experience
Step 2	\$15.71	\$17.65	<u>FF/PM Step 2</u> New Hire with greater than 3 years experience FF/PM in step 1 that completes probation year
Step 3	\$16.74	\$18.25	<u>FF/PM Step 3</u> FF/PM in step 2 for one year who obtains and maintains 2 of the Optional Certifications
Step 4	\$17.77	\$19.00	<u>FF/PM Step 4</u> FF/PM in step 3 for one year who obtains and maintains 4 of the Optional Certifications

Optional Certifications

- 1) Fire Apparatus Operator (FAO)
- 2) CPR Instructor
- 3) Car Seat Technician
- 4) Inspector
- 5) Rescue Technician*

*3 of 5 disciplines to qualify. Extrication, Rope, Confined Space, Structural Collapse, Trench Rescue

*Level II certifications

- 6) Fire Instructor



RESOLUTION NO. 2018-056

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO APPROVE THE JOB DESCRIPTIONS FOR THE LIBERTY TOWNSHIP FIRE DEPARTMENT BATTALION CHIEF AND CAPTAIN POSITIONS AND ADD THEM TO THE LIBERTY TOWNSHIP PERSONNEL POLICY HANDBOOK EFFECTIVE MARCH 6, 2018

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 approve the job descriptions for the Liberty Township Fire Department Battalion Chief and Captain positions and add them to the Liberty Township Personnel Policy Handbook effective March 6, 2018;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby approves the job descriptions for the Liberty Township Fire Department Battalion Chief and Captain positions and add them to the Liberty Township Personnel Policy Handbook effective March 6, 2018.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2018-057

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO ENTER INTO THE ATTACHED AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH THE CHRIST HOSPITAL FOR THE LIMITED PURPOSE OF INSTALLING AND MAINTAINING STREETScape BENCHES, SIDEWALKS AND STREET TREES ALONG THE WEST SIDE OF COX ROAD

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

WHEREAS, Kristen Bitonte, Township Administrator, requests that Liberty Township Board of Trustees authorize her to enter into the attached agreement, in substantially the same format, with The Christ Hospital for the limited purpose of installing and maintaining streetscape benches, sidewalks and street trees along the west side of Cox Road.

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to enter into the attached agreement, in substantially the same format, with The Christ Hospital for the limited purpose of installing and maintaining streetscape benches, sidewalks and street trees along the west side of Cox Road.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

ARTICLES OF AGREEMENT AND GRANT OF MAINTENANCE FOR STREETSCAPE BENCHES, SIDEWALKS, AND STREET TREES

The Board of Township Trustees of Liberty Township, Butler County, Ohio, 7162 Liberty Centre Drive, Suite A, Liberty Township, Ohio 45069 (“Grantor”), hereby grants to The Christ Hospital, 2139 Auburn Avenue, Cincinnati, OH 45219 (“Grantee”), and its successors and assigns as the owner of the real property known as Butler County Auditor Parcel Numbers D2010009000008 and D2010009000036, located adjacent to Cox Road, Liberty Township, Butler County, Ohio (“Cox Road”), a non-exclusive revocable license to enter and perform work within the right-of-way along Cox Road (the “License”). This License shall be for the limited purpose of installing, maintaining, repairing and replacing streetscape benches, sidewalks, and street trees (including mulching around the base of the trees) along the west side of Cox Road, the cost of which shall be borne exclusively by Grantee. Access is granted only to that portion of the right-of-way necessary for installation, repair, replacement, and maintenance of the benches, sidewalks, and street trees.

The License is revocable by Grantor upon not less than sixty (60) days prior written notice to Grantee for the following reasons or conditions, to-wit:

1) Grantor determines any part of the right-of-way in which the benches, sidewalks, and street trees are located is needed for additional access points to other parcels; or

2) Grantor determines that all or any part of the right-of-way in which the benches, sidewalks, and street trees are located is needed for required road widening or road relocation, utility placement or relocation, or any other use the Grantor may deem necessary.

3) Grantee, in Grantor’s sole discretion, fails to adequately maintain the benches, sidewalk, or street trees, or otherwise fails to comply with the terms of this agreement, and such failure is not cured within thirty (30) days after written notice to Grantee.

The License may also be revoked by Grantee for any reason, by providing not less than sixty (60) days prior written notice to Grantor.

Upon revocation of the License, Grantee will remove the benches at the request of Grantor, so long as written request for removal is delivered by Grantor to Grantee within thirty (30) days after the notice of revocation is given. If timely request for removal is not given, Grantee shall not be obligated to remove the benches and the benches shall be deemed quitclaimed to Grantor (and Grantee shall cease to have any further liability or obligation relating to the benches). If the License is revoked by the Grantee as described above, the Grantee shall still be responsible for the maintenance, repair, and replacement of sidewalks and street trees (including mulching around the base of the trees), to the extent required by the Liberty Township Zoning Resolution and approved by the Liberty Township Zoning Inspector.

Grantee will indemnify and hold Grantor, its officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton

acts, errors or omissions by Grantee, its agents, employees, or contractors in connection with the benches, sidewalks, and street trees; (b) the failure of Grantee, its agents, employees, or contractors to observe the applicable building or zoning code in connection with the benches, sidewalks, and street trees; or (c) the intentional misconduct of Grantee its agents, employees, or contractors in connection with the benches, sidewalks, and street trees that results in injury to persons or damage to property for which the Grantor may be held legally liable.


Grantor acknowledges that the right-of-way is a public area not under Grantee's ownership or control, open to the elements and susceptible to damage and debris from the public, the adjacent roadway, and natural sources. Grantee assumes no responsibility or liability for maintaining any area surrounding the benches, sidewalks, and street trees including but not limited to adjacent curbs. Grantee shall have no obligation to install benches and may remove benches at any time at its sole discretion. Notwithstanding anything herein to the contrary: (a) Grantee has no obligation to remove snow or ice from the sidewalks; and (b) Grantee has no obligation to install, maintain, repair or replace sidewalks or street trees except as required by the Liberty Township Zoning Resolution and approved by the Liberty Township Zoning Inspector.

This constitutes the entire agreement between the parties relating to the right-of-way adjacent to Cox Road and supersedes all prior written/oral understandings. This agreement may only be amended, supplemented or modified by a duly executed written instrument executed by all of the parties hereto.

IN EXECUTION WHEREOF, the Liberty Township Board of Trustees, has caused this instrument to be executed on the date stated below by Kristen Bitonte, its Township Administrator, pursuant to Resolution No. 2018-057, dated Tuesday, March 6, 2018.

GRANTOR:

Liberty Township Board of Trustees

Signature: 

Printed Name: Kristen Bitonte

Title: Township Administrator

Date: 3/16/18

ACCEPTANCE:

IN EXECUTION WHEREOF, The Christ Hospital hereby accepts the terms set forth herein and has caused this instrument to be executed on the date stated below.

GRANTEE:

The Christ Hospital

Signature:  _____

Printed Name: Deborah Hayes

Title: Vice President and
Chief Operating Officer

Date: 3-15-2018

Approved as to Form:



RESOLUTION NO. 2018-058

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH RUMPKE OF OHIO, INC. FOR WASTE COLLECTION AND RECYCLING SERVICES AT VARIOUS TOWNSHIP FACILITIES

RESOLVED by the Board of 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 an agreement, in substantially the same format, with Rumpke of Ohio, Inc. for waste collection and recycling services at various Township facilities;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute an agreement, in substantially the same format, with Rumpke of Ohio, Inc. for waste collection and recycling services at various Township facilities.

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

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

Adopted: Tuesday, March 6, 2018

Tom Farrell, President

Steve Schramm, Vice President

Christine Maticic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2018-059

Board of Trustees, Liberty Township
Butler County, Ohio

**A RESOLUTION APPROVING THE ESTIMATED PROJECT COST AND
AUTHORIZING THE COMMENCEMENT OF BIDDING INCLUDING THE
ADVERTISEMENT FOR AND REVIEW OF BIDS ALL RELATED TO THE
INSTALLATION OF A FIRE SUPPRESSION SYSTEM IN THE SERVICES FACILITY**

WHEREAS, Liberty Township (hereinafter called the “Township”) intends on installing a fire suppression system in the Services Facility (the “Project”);

WHEREAS, the Township has contracted with a qualified professional design firm MSA Architects (hereinafter called the “Architect”), under Sections 153.65 to 153.71, O.R.C., to prepare specifications, an estimate of cost and such other documents as the Township deems necessary for the Project;

WHEREAS, the Architect has completed the scope of work for construction of the Project in order to facilitate the bidding and awarding of a general contractor package related thereto (hereinafter called the “Bid Package”), taking into consideration factors including, but not limited to, time of performance, availability of labor, and overlapping trade jurisdictions;

WHEREAS, the Architect is in the process of completing draft bid documents for the Bid Package setting forth in detail the necessary requirements related thereto; and

WHEREAS, the Township now desires to commence the competitive bidding process for the Bid Package as authorized under Section 153.12, O.R.C.

NOW, THEREFORE, after careful consideration and evaluation of the information before it, the Liberty Township Board of Trustees resolves that:

Section 1. The Trustees, as authorized under Sections 153.12, O.R.C., approve the cost estimate for the Bid Package in an amount not to exceed **\$115,000.00**.

Section 2. The Trustees authorizes the Township Administrator, upon finalization of the bid documents for the Bid Package, subject to finalization and approval as to legal form by construction counsel and the procurement of all necessary government approvals, to commence the bidding process for the Bid Package in compliance with all applicable laws, including, but not limited to, Sections 9.31, 9.311, 153.12, 153.50, 153.51, 153.52, 153.54 to 153.571, O.R.C., and to use the Detailed Estimate of Cost provided by the Architect (not to exceed the amount set forth in Section 1) as the estimate of cost to be included in the bidding documents as required by Section 153.07, O.R.C.

Section 3. The Trustees approves for publication a “Notice To Bidders” for the Bid Package and authorizes the Township Administrator to publish said Notice for two weeks in a newspaper of general circulation within the county and to simultaneously post said Notice on the Township’s website prior to the date specified for receiving bids in conformance with Sections 153.07 and 7.12, O.R.C.

Section 4. The Trustees authorizes the Township Administrator to coordinate the opening of bids for the Bid Package in compliance with Section 153.08, O.R.C., and, immediately following the opening of all bids, the Township Administrator is authorized to substantiate the bids for responsiveness, then conduct a responsibility investigation of the apparent low bidder for said Bid Package, and any other bidder as appropriate, in conformance with the Instructions to Bidders and any bid evaluation process agreed to with the Trustees and its construction counsel, and prepare and submit to the Trustees a recommendation about the award or rejection of any bid or bids for the Bid Package, and the acceptance or rejection of any alternate for the Bid Package, in accordance with applicable law.

Section 5. The Trustees hereby find and determine that all formal actions relative to the adoption of this resolution were taken in an open meeting; and that all deliberations of the Trustees, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

Section 6. This resolution shall be in full force and effect from and immediately after its adoption.

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

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

Adopted: Tuesday, March 6, 2018.

Tom Farrell, President

Steve Schramm, Vice President

Christine Matacic, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 6th day of March, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director