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**LIBERTY TOWNSHIP BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
TUESDAY MARCH 7, 2017
6400 PRINCETON ROAD
LIBERTY TOWNSHIP OH 45044**

On Tuesday, March 7, 2017 at 4:00 P.M., the Liberty Township Board of Trustees met this day for a Special Meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Schramm – present, Mr. Farrell – present.

**EXECUTIVE SESSION
4:00 P.M.**

Mr. Farrell **MOVED TO GO INTO AN EXECUTIVE SESSION TO CONSIDER THE PURCHASE AND SALE OF PROPERTY FOR PUBLIC PURPOSES.** Mr. Schramm seconded. The motion passed unanimously.

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

**WORK SESSION
5:15 P.M.**

A work session to discuss the economic impact model developed by UC Economics Center.

Mr. Farrell made a motion to recess until 6:00 P.M. Mr. Schramm seconded. The motion passed unanimously.

Mr. Farrell made a motion to resume the meeting. Mr. Schramm seconded. The motion passed unanimously.

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

On Tuesday, March 7, 2017 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.

Ms. Maticic led the Pledge of Allegiance.

FISCAL OFFICER'S BUSINESS

- Appropriation Status as of February 28, 2017
- Fund Status as of February 28, 2017

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** – A motion to approve the following:
 - a. Regular Meeting, February 21, 2017
- **Check Register** – A motion to approve the Check Register and Special Check Register.

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

PUBLIC COMMENTS

No comments.

DEPARTMENTAL BUSINESS

Services Department

Mr. Plummer requested a motion to approve a Resolution to authorize the submission of a cost share program application to the Butler County Storm Water District.

Mr. Farrell **MOVED TO APPROVE RESOLUTION TO AUTHORIZE THE SUBMISSION OF A COST SHARE PROGRAM APPLICATION TO THE BUTLER COUNTY STORM WATER DISTRICT. (2017-045)** Mr. Schramm seconded. The motion passed unanimously.

Administration

Ms. Bitonte requested a motion to approve a Resolution to authorize the Township Administrator to execute the attached Education Affiliation Agreement with the Lakota Local School District.

Mr. Farrell **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED EDUCATION AFFILIATION AGREEMENT WITH THE LAKOTA LOCAL SCHOOL DISTRICT. (2017-046)** Mr. Schramm seconded. The motion passed unanimously.

TRUSTEE COMMENTS

No comments.

EXECUTIVE SESSION

Mr. Farrell **MOVED TO GO INTO AN EXECUTIVE SESSION TO CONSIDER THE COMPENSATION OF A PUBLIC EMPLOYEE.** Mr. Schramm seconded. The motion passed unanimously.

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



ADJOURNMENT

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

Ms. Maticic, President

Pam Quinlisk, Fiscal Officer



RESOLUTION NO. 2017-045

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE SUBMISSION OF A COST
SHARE PROGRAM APPLICATION TO THE BUTLER COUNTY
STORM WATER DISTRICT**

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

WHEREAS, the Butler County Storm Water District is offering a Cost Share Program to provide financial and technical assistance to reduce water quality impacts from non-point sources; and

WHEREAS, the Board of Township Trustees of Liberty Township, County of Butler, State of Ohio, desires financial assistance under the Cost Share Program to partially fund the Lake Millikin Project Design and Engineering; and

THEREFORE BE IT RESOLVED that the Board of Trustees does hereby resolve:

Section 1. That in the Board of Trustees for Liberty Township, Butler County approves filing an application for financial assistance.

Section 2. That Kristen Bitonte, Township Administrator, is hereby authorized and directed to execute and file a Cost Share Program Application to the Butler County Storm Water District and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3. That Liberty Township does agree to obligate the funds required to satisfactorily complete the proposed project if granted under the terms of the Butler County Storm Cost Share Program.

Section 4. That this resolution shall take effect at the earliest day allowed by law.

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

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

Adopted: Tuesday, March 7, 2017

Christine Maticic, President

Tom Farrell, Vice President

Steve Schramm, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 7th day of March, 2017.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

Storm Water Cost Share Program

Purpose

The Butler County Storm Water District's Storm Water Cost Share Program provides financial and technical assistance to reduce water quality impacts from non-point sources. This program is available to District Co-permittees, subject to the NPDES Phase II, and wants to improve water quality through structural and non-structural best management practices. **Co-permittees may also choose to apply Cost Share Funds towards District's Large Grant Program.**

Application

If you wish to proceed under the Butler County Storm Water District's Storm Water Cost Share Program, fully complete the attached Cost Share Application. Your application is a request for the District to consider your project for funding and grants permission for the District to enter subject property to perform preliminary fieldwork and review of your request.

District Review

Butler County Storm Water District reviews all applications on a *semi-annual basis (January & June)*, and recommends to the County Engineer to approve or deny each request. To be eligible to participate in the District's Storm Water Cost Share Program, Co-permittees must be current on their Annual Facility Report. Upon approval of the application, the District will meet with applicant to discuss scope details. After completing a scope, an Agreement or Memorandum of Understanding is required of the applicant. This Agreement or Memorandum of Understanding is to solidify the scope between the parties.

Required Signatures

Co-permittee as City – City Manager, with designated authority from City Council

Co-permittee as Village – Mayor, with designated authority from Village Council

Co-permittee as Township – Board President, with approval resolution attached

Single-Family Property – All owners of record

Homeowners Association Property – Board President, within common areas

Non-residential Property – All owners of record or by a designated corporate authority

Funding

Butler County Storm Water District will make funds available per its Cost Share Table annually, as the District's budget allows. **These funds will be available annually and can carry or roll over year to year for a maximum of five (5) years.** Cost Share Program does not cover or reimburse costs associated with the Co-permittee, including but not limited to: administrative, personnel, labor, benefits, employee travel, communication, office supplies, postage, memberships, legal fees and insurance.

Cost Share Table

| Co-permittee | Base Fund | ERU % | Co-permittee Fund |
|---------------------|------------------|--------------|--------------------------|
| Fairfield Twp | \$10,000 | 10.2 | \$16,628 |
| Hanover Twp | \$10,000 | 4.3 | \$12,779 |
| Lemon Twp | \$10,000 | 1.7 | \$11,113 |
| Liberty Twp | \$10,000 | 14.7 | \$19,584 |
| Madison Twp | \$10,000 | 6.0 | \$13,932 |
| Millville, Village | \$10,000 | 0.4 | \$10,253 |
| New Miami, Village | \$10,000 | 1.4 | \$10,910 |
| Ross Twp | \$10,000 | 4.5 | \$12,934 |
| Seven Mile, Village | \$10,000 | 0.4 | \$10,237 |
| St. Clair Twp | \$10,000 | 5.0 | \$13,280 |
| Trenton, City | \$10,000 | 4.9 | \$13,158 |
| Wayne Twp | \$10,000 | 1.8 | \$11,142 |
| West Chester Twp | \$10,000 | 44.7 | \$39,050 |

| | |
|-----------------------|-----------|
| Cost Share Base Total | \$130,000 |
| Cost Share Pool | \$65,000 |
| Total Cost Share Fund | \$195,000 |

Co-permittee Fund = (Base Fund + (%ERU x Pool))

Cost Share Application

We, the undersigned Co-permittee and owners of the subject property, are within Butler County Storm Water District's NPDES Phase II affected area. We are interested in participating in the District's Storm Water Cost Share Program to reduce non-point source pollution through either structural or non-structural best management practices; and

We hereby submit our application to the Butler County Storm Water District, under provisions set forth by the District's Cost Share Policy, for assistance in making improvements in, over or through our property; and

Co-permittee is known to be compliant with annual reporting requirements of the District; and

Upon application approval by the County Engineer, we agree to enter into an Agreement or Memorandum of Understanding outlining the details of the project; and

We further acknowledge and agree that the improvement undertaken on our property shall in no way constitute an acceptance by the Butler County Storm Water District of the improvement, watercourse, drainage way, or other drainage structures on the subject property as part of the District's drainage system or for the purposes of liability, maintenance or any other area of responsibility for the subject property.

To that end, we hereby grant Butler County Storm Water District permission to enter and cross subject property for doing any type of work related to the design and construction of the improvement.

| | |
|--|-------------------|
| _____ | _____ |
| Co-permittee Board President, Township | Date |
| _____ | _____ |
| Property Owner | Date |
| _____ | _____ |
| Property Owner | Date |
| _____ | _____ |
| Co-permittee Clerk or Administrator | Resolution Number |

Co-permitee Information

| | |
|-------------------|--|
| Contact Person: | |
| Title / Position: | |
| Telephone Number: | |
| Cellular Number: | |
| Fax Number: | |
| E-mail Address: | |

Property Owner Information

| | | | |
|-------------------|--|-------------|--|
| Owners Name: | | | |
| Address Number: | | Street Name | |
| Telephone Number: | | | |
| Cellular Number: | | | |
| Fax Number: | | | |
| E-mail Address: | | | |

Property Information

| | | | | | | |
|---|-----------------|------------|---------------|--|--|--|
| Parcel Identification Number (PIN): | | | | | | |
| Property Description: | Residential | Commercial | Vacant | | | |
| Property Type: | Subdivision Lot | | Acreage Tract | | | |
| Subdivision Name: | | | | | | |
| Plat Envelope: | | | Page: | | | |
| Survey Plat Volume: | | | Page: | | | |
| FEMA Floodplain: | Yes | No | Zone: | | | |
| FIRM Community Panel: | | | | | | |
| Current Zoning District: | | | | | | |
| Existing Landuse: | | | | | | |
| Proposed Landuse: | | | | | | |
| Current Zoning Violations: | Yes | No | Pending | | | |
| If yes or pending, briefly describe violation(s) and code reference | | | | | | |

Improvement Information

Structural BMP Non-Structural BMP
 Retrofit New Construction Other

| | | | |
|---|-----|----|----|
| Description of Improvement | | | |
| Purpose for Improvement | | | |
| Water Quality Benefit from Improvement | | | |
| Anticipated Permitting | | | |
| Long-Term Maintenance & Operation | | | |
| Estimated Schedule | | | |
| Cost Estimate | Yes | No | \$ |
| Co-Permitee Contribution | Yes | No | \$ |
| Is Co-Permitee current with annual reporting to District? | Yes | No | |

Attachments

Budget Sheet (Line Item Categories: Testing, Design, Easement, Construction)
 Aerial of Subject Property
 Site Photographs
 Reports or Studies

Potential Cost Share Projects

Operations

Street Sweeping & Vactor
Leaf Collection / Drywell Cleaning
Restoration – Roadside Ditching
Roadside Erosion – ditch cutting/meandering
Outdoor Storage of Materials – salt, dirt, sand or grindings
Spill Containment Kits – vehicle & facility
Large Spill Response – stream booms & equipment
Employee Training – Pollution Prevention, Illicit Discharge Detection etc.
Public Best Management Practice Demonstration – pervious concrete, bioretention etc

Non-Structural

Zoning Code Up-date – to include water quality/stormwater BMP's
Open Space, Buffer & Forest Preservation
Site Design Standards
Soil Amendments
Storm Water Disconnection Program – rain barrels & rain gardens
Storm Water Training Material / DVD's / Manuals
Groundwater or Surface Water Protection
Public Education Materials / Recycling / Clean-Up Day

Other

Park & Open Space – Dog waste containers
Grants - Local Match / Design / Construction
Engineering Services – Preliminary design for Grants
Streambank Stabilization
Log Jam Removal



RESOLUTION NO. 2017-046

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO
EXECUTE THE ATTACHED EDUCATION AFFILIATION AGREEMENT
WITH THE LAKOTA LOCAL SCHOOL DISTRICT**

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 the attached Education Affiliation Agreement with the Lakota Local School District;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached Education Affiliation Agreement with the Lakota Local School District.

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

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

Adopted: Tuesday, March 7, 2017

Christine Maticic, President

Tom Farrell, Vice President

Steve Schramm, Trustee

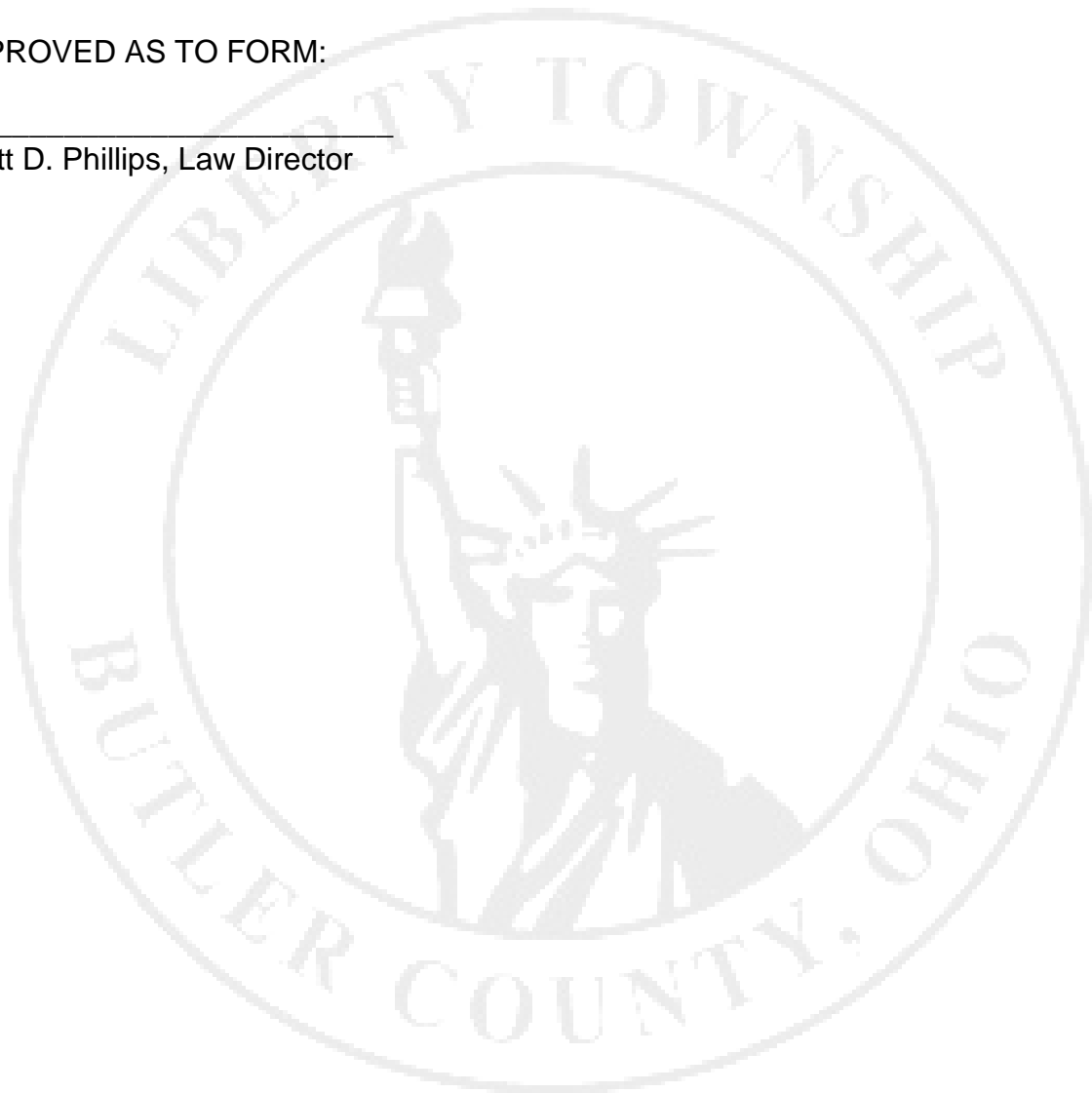
AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 7th day of March, 2017.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2017, by and between Liberty Township (hereinafter referred to as “**Liberty Township**”), and the Lakota Local School District, hereinafter referred to as “**School**”).

WHEREAS, Liberty Township and School wish to form a relationship to provide educational experiences for one or more students enrolled in the aforementioned School (hereinafter “**Students**”), with the objective of producing competent graduates upon degree completion; and

WHEREAS, this Agreement shall cover and include Student placements from School’s programs/departments as correspond accordingly; and

WHEREAS, Liberty Township is willing to allow Students access to its premises under the terms and conditions referred to herein; and

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided quality educational experiences at Liberty Township; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

I. OBLIGATIONS AND RIGHTS OF SCHOOL

- A. The School shall provide written authorization to Liberty Township to permit Students access to Liberty Township’s premises. School shall provide Liberty Township with the names and contact information of Students and dates of educational experience at Liberty Township, preferably at least fifteen (15) days prior to the Student’s arrival. Only Students who are in good standing at School and who have completed all prerequisites required by the School are eligible to participate. Prior to the commencement of any educational experience, the School shall provide to Liberty Township in writing (email or letter) verification of Student’s good standing at School and his/her eligibility to participate in an educational experience at Liberty Township pursuant to this Agreement.
- B. Liberty Township personnel will instruct the Students while on Liberty Township’s premises, subject to the availability of such Liberty Township personnel. The School shall designate faculty members/employees of the School (hereinafter referred to as “**Faculty**” or “**Faculty members**”) who shall be immediately available for consultation with Liberty Township personnel and Students during the Student’s educational experience.

- C. For each Student involved in an educational experience on Liberty Township's premises, the School shall continuously provide and maintain or cause each Student to continuously maintain individual professional liability insurance covering the educational experience for each Student with total limits of at least \$1 million per occurrence and \$3 million aggregate coverage per year ("Professional Liability Insurance"). School shall maintain a copy of the Professional Liability Insurance certificate and shall provide such certificate to Liberty Township upon request. The School shall be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. If such insurance is "claims made", an extended reporting endorsement ("Tail") for such Professional Liability Insurance shall be purchased in the event of the termination/completion of the applicable Student's educational experience hereunder, and School shall be responsible for and pay any such Tail insurance premium. If Faculty will be on the Liberty Township's premises with the Students during any educational experience, School shall provide, upon request, evidence of Worker's Compensation insurance in the amounts as required by law, as well as professional liability insurance in the amounts as described above, covering the Faculty.
- D. The School shall ensure that each Student is able to provide proof of health insurance to Liberty Township and that each Student has knowledge that he/she will be accountable for payment of personal medical expenses as a result of illness or injury on Liberty Township's premises.
- E. The School shall apprise Faculty and Students of the requirement to comply with all of Liberty Township's policies, rules and regulations while they are present on Liberty Township's premises.
- F. The School shall inform Students that they shall receive no compensation or benefits of any nature from Liberty Township directly from the activities conducted pursuant to this Agreement.
- G. The School shall designate a representative to work with Liberty Township so as to achieve the objectives of the educational experience.
- H. The School reserves the right to revoke any assignment prior to the Student's entry into the educational rotation at Liberty Township; or to withdraw the Student from the assigned educational experience, when in School's judgment, the educational experience no longer meets the needs of the Student.
- I. The School agrees to cooperate with Liberty Township so as to enable Liberty Township to comply with all applicable federal and state laws.

II. OBLIGATIONS OF STUDENTS

- A. The Student shall handle all confidential information in a professional and ethical manner and in accordance with all applicable federal and state laws and regulations. Under no circumstances will the Student discuss confidential information with anyone other than the appropriate Liberty Township or Faculty personnel.
- B. The Student shall adhere to all rules, policies, and procedures of the Liberty Township.
- C. If so requested by Liberty Township, the Student shall submit an evaluation of his/her Student placement to the School who will summarize the Student's comments for Liberty Township.
- D. The Student shall wear appropriate professional attire (including student identification with photo) and conduct themselves professionally and ethically at all times.
- E. The Student shall comply with his/her respective mentor's instructions at all times.

III. OBLIGATIONS AND RIGHTS OF LIBERTY TOWNSHIP

- A. So long as School and Students fulfill the obligations contained herein, Liberty Township shall allow Students and Faculty access to its premises.
- B. To the extent possible, Liberty Township shall exert its best efforts to maximize the quality of the educational experience for all Students.
- C. Liberty Township shall maintain ultimate responsibility and authority regarding township services.
- D. Liberty Township agrees to promptly notify School and, if appropriate, the Student's parents, guardian, or next of kin, in case of an emergency medical situation.
- E. Liberty Township shall provide the physical facilities and learning opportunities necessary for the educational experience and shall provide School with facility information as required by School to maintain program accreditation.
- F. Liberty Township shall inform the School immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to Liberty Township. If Liberty Township, at its sole discretion, determines that the continued presence of any Student poses a threat to the welfare of any employee, or beneficiary of Liberty Township Services, or is detrimental or disruptive to the performance of Liberty Township's activities,

said Student's privileges of participating in this program at the Liberty Township shall be immediately terminated.

- G. Liberty Township shall maintain professional and general liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for its employees, directors, or officers and represents that it requires its independent contractors to maintain adequate levels of insurance to cover their acts or omissions which may impact this Agreement.
- H. Liberty Township shall designate a representative to work with the School so as to achieve the objectives of the educational experience.

IV. MUTUAL OBLIGATIONS/MISCELLANEOUS

- A. The parties agree to cooperatively establish the learning objectives for the educational experience, devise methods for their implementation, and evaluate the effectiveness of the educational experience.
- B. No party shall use discriminatory practices in assignment, acceptance and evaluation of the Student. Students shall have equal opportunity with respect to race, color, creed, religion, national origin, gender, age, disability, and any other protected classification.
- C. The parties shall maintain the confidentiality of Student records, including records pertaining to student's performance under this Agreement, as allowed per the Ohio Public Records Act.
- D. The parties expressly acknowledge that the Student is not an employee of Liberty Township and further that Liberty Township is not the employer of the Student or Faculty for the purposes of this Agreement.
- E. This Agreement may be modified in writing signed by the parties hereto.
- F. This Agreement and any written modifications hereto contain the entire agreement between the parties and supersedes all prior agreements whether written or oral as it relates to the subject of this Agreement.
- G. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio. The parties agree that the sole venue and jurisdiction for any dispute arising under this Agreement shall be in the Federal, State or Municipal Courts located within Butler County, Ohio.
- H. The failure of any party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the

relinquishment of any rights, but the same shall continue and remain in full force and effect.

- I. This Agreement exists solely between the parties in order to set forth the rights, duties and responsibilities existing between themselves with respect to the issues set forth herein. It is understood and agreed that this Agreement is not intended, nor should it be construed, to create any third party beneficiary by virtue of the duties and responsibilities specifically set forth herein.
- J. The School, Student, or Faculty are not hereby constituted as agent(s) of each other for any purpose whatsoever and have no right or authority to assume or create any obligation, express or implied, on behalf of or in the name of any other party to this agreement.
- K. Nothing in this Agreement shall be construed to permit assignment by any party to this Agreement of any rights or duties under this Agreement and such assignment is expressly prohibited.
- L. There shall be no monetary compensation to any party herein pursuant to this Agreement.
- M. This Agreement, and any amendments, may be executed in one or more originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, without necessity of production of the other. Facsimile signatures shall be binding upon the parties until such time as the parties execute an original Agreement and counterpart.

V. TERM AND TERMINATION

- A. The initial term of this Agreement shall begin on June 1, 2017 and shall end one year thereafter. This Agreement is intended to govern the educational experience of Students on Liberty Township's premises throughout the term of this Agreement. This Agreement is intended to only set forth the parties' obligations while the Students are at Liberty Township (whether on or off-site) for his/her respective educational experience. The scope and parameters of the program is described in the attached Exhibit A, which is incorporated by reference herein
- B. This Agreement may be terminated at the will of any party by giving thirty (30) days written notice to the other, provided that Students who are currently in an educational experience at Liberty Township pursuant to this Agreement be allowed to complete their assignment without interruption, unless such continuation is deemed not to be in the best interest of operations at Liberty Township.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

LAKOTA LOCAL SCHOOL DISTRICT

LIBERTY TOWNSHIP

Signature_____

Signature_____

Print Name_____

Print Name_____

Title_____

Title_____

Department_____

Department_____

Date_____

Date_____