

Trustees & Clerk  
(513) 722-3400

Zoning  
(513) 722-3400

Service Department  
(513) 722-4600



[www.goshen-oh.gov](http://www.goshen-oh.gov)

Police  
(513) 722-3200

Fire & E.M.S.  
(513) 722-3473  
or  
(513) 722-3500

**Regular Meeting - Goshen Township  
Board of Trustees Agenda  
Wednesday, March 13, 2013  
7:00 P.M.**

**Opening**

Invocation  
Pledge of Allegiance  
Roll Call

Honorable Ray Autenrieb  
Honorable Bob Hausermann  
Administrator Ray Snyder

**Adoption of Agenda**

A. Motion to Adopt Agenda.

Board of Trustees

**Approval of Meeting Minutes**

B. Motion to approve Meeting Minutes for:  
January 22, 2013 (Regular Meeting)  
February 12, 2013 (Public Hearing – Zoning Case #242)  
February 12, 2013 (Regular Meeting)  
February 20, 2013 (Special Meeting – Budget)

Board of Trustees

**Communication and Announcements**

Administrator Ray Snyder

**New Business**

C. Motion to approve payment of bills.  
D. Motion to approve 2013 Road Paving Agreement with Clermont county Engineer  
E. Motion to appoint Mr. Jim Allen as Chairman of the 2013 Memorial day Parade  
F. Update on salt storage facility construction

Board of Trustees

Bob Seyfried

Board of Trustees

Bob Seyfried

**Old Business**

G. Park Board Update.

Joe Spaulding, President

**Community Forum**

**Adjournment**

H. Motion to adjourn Regular Meeting of the Board of Trustees at  
\_\_\_\_\_ PM.

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**Regular Meeting – Goshen Township  
Board of Trustees  
Wednesday, March 13, 2013 – 7:00 PM**

**Meeting Minutes**

**Opening**

Invocation  
Pledge of Allegiance  
Roll Call

Honorable Ray Autenrieb  
Honorable Bob Hausermann  
Administrator Snyder

Trustee Hausermann called the meeting to order at 7:00 PM. Chief Pegram led in prayer. The pledge was recited and roll was taken.

Trustee Bob Hausermann - Present  
Trustee Ray Autenrieb - Present  
Trustee Claire Corcoran - Present

In Attendance: Administrator Ray Snyder Fire Chief Steve Pegram and Service Director Bob Seyfried

**Adoption of Agenda**

**089-2013** Trustee Corcoran motioned to adopt the Agenda. Trustee Autenrieb seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran – Yes

**Approval of Meeting Minutes**

**090-2013** Trustee Corcoran motioned to approve the Meeting Minutes for January 22, 2013 (Regular Meeting), February 12, 2013 (Public Hearing – Zoning Case #242), February 12, 2013 (Regular Meeting) and February 20, 2013 (Special Meeting – Budget). Trustee Autenrieb seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran - Yes

**Communication and Announcements**

Administrator Snyder stated he had none. Trustee Hausermann stated that Venetian Gardens is having a public Easter Egg Hunt on March 23, 2013.

## **New Business**

**091-2013** Trustee Autenrieb motioned to approve payment of bills. Trustee Corcoran seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran - Yes

Bob Seyfried had the County look at roads with the department to determine the needs for road paving. They have determined a schedule and will continue to review it. The contract and road list is attached. Trustee Hausermann asked if this was already included in the budget. He stated yes. Trustee Corcoran asked about a five year plan and Bob Seyfried said they are working on that.

**092-2013** Trustee Autenrieb motioned to approve 2013 Road Paving Agreement with Clermont County Engineer. Trustee Corcoran seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran – Yes

Trustee Hausermann stated he had talked to Mr. Allen and he is available to serve as Chairman of the 2013 Memorial Day Parade.

**093-2013** Trustee Corcoran motioned to appoint Mr. Jim Allen as Chairman of the 2013 Memorial Day Parade. Trustee Autenrieb seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran - Yes

Bob Seyfried stated they have half of the blocks to set. They are working on the plans. The county said it is required. Should have the permits and plan to have it completed soon. Trustee Corcoran asked for a breakdown on the cost when it is complete.

## **Old Business**

Park Board Update – George Jones gave an update stating the projects that are going on. Trustee Corcoran asked if there was any Easter activity. He stated no.

Trustee Hausermann asked Ed Seigla if he had any update from the Chamber of Commerce. There was none.

## **Community Forum**

Mark Penn, Goshen Ohio – He stated he did not have anything to discuss.

Trustee Corcoran asked if we were getting back to the regular schedule with the next meeting and Trustee Hausermann stated yes. The meeting changed because of Clermont County Salute to Leaders Event. Mr. Mike Tarter received the award for the work he has done with the Veterans. He was very touched.

Trustee Autenrieb asked if the CPAA had anything. Friday, 7pm – 9pm at Heritage Hall there will be a Roast for Officer Taylor. It is \$10.00 per person.

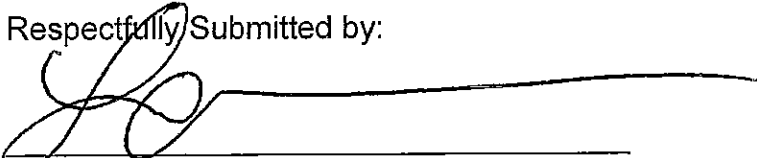
There is a Community Bowling Challenge at the Eastgate Lanes on 4/17/13. \$75.00 for groups of four. Food and bowling is included.

### Adjournment

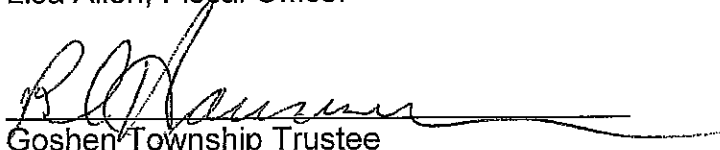
**094-2013** Trustee Autenrieb motioned to adjourn the Regular Meeting of the Board of Trustees at 7:16 PM. Trustee Corcoran seconds the motion; motion carries.

Trustee Hausermann – Yes Trustee Autenrieb – Yes Trustee Corcoran – Yes

Respectfully Submitted by:



Lisa Allen, Fiscal Officer



Goshen Township Trustee

LMA

## **AGREEMENT FOR REPAVING OF TOWNSHIP ROAD**

**This Agreement**, is entered into by and between the Board of County Commissioners of Clermont County, Ohio whose address is 101 East Main Street, Batavia, Ohio 45103 (hereinafter referred to as "County") and the Board of Trustees of Goshen Township whose address is 6757 Goshen Road, Goshen Ohio 45122 (hereinafter referred to as "Township") to provide as follows:

**WHEREAS**, the Township has determined to undertake repairs and repaving of certain roads within the township roadway system, the exact location of said roadways being set forth in Exhibit A incorporated herein by reference; and

**WHEREAS**, the Township has determined to proceed with repair and restoration of said roadway as a non-petition project by unanimous vote of said Trustees pursuant to Section 5571.15 which vote is journalized in the township records as Resolution No. ~~042-2013~~ of said Township; and

**WHEREAS**, pursuant to the authority of Section 307.15 ORC, the Township and the County desire to enter into an agreement whereby the County will undertake the public bidding procedure to obtain bids for such improvement and/or repair and resurfacing in accordance with the statutory requirements for such acquisition of public improvements by the Township in order to obtain more favorable pricing for said repairs; and

**WHEREAS**, the Township has by resolution approving the execution of this agreement acknowledged that this procedure will result in a savings to the Township and will more likely result in lower cost for roadway repair and resurfacing than if the Township undertook to obtain such repairs independently;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the coordination of roadway repair within Clermont County which coordination has been declared to be a public purpose by the General Assembly of the State of Ohio as evidenced in Section 5543.06 of the Ohio Revised Code, the parties agree as follows:

1. The Township has by unanimous vote declared the resurfacing and/or repair of certain roads listed on the Township's inventory of roadways in accordance with the Ohio Department of Transportation inventory system to be necessary as a non-petition project and therefore have determined to proceed with such resurfacing and/or repair having determined that a cooperative bidding process with the County will most likely result in a lower cost for said repairs to the Township by taking advantage of the larger volume of repair and resurfacing available through a combination public bidding process which process will be consistent with the statutory requirements for public bidding by the Township.
2. The parties therefore authorize the County Engineer pursuant to Section 307.15 to proceed with the preparation of the necessary surveys, plans, profiles, cross sections, estimates and specifications as are required for the improvement and find that the County Engineer has consented to perform such services and to assist the parties in a combined public bidding process.

3. The Township hereby specifically authorizes the County under the supervision of the County Engineer to undertake to bid for the improvements contemplated in Exhibit A on behalf of said Township; to exercise the power of the Township with respect to the preparation of bid specifications, public advertisement and receipt of bids; review and determine the lowest and best bidder and to undertake contracts with the lowest and best bidder on behalf of the Township for the improvements contemplated.
4. The County Engineer shall supervise the bidding process, the award of bids and award of contract and shall supervise the execution of the contract and installation of the repairs or resurfacing of the roadways and shall have full power to undertake inspection and approval of all work, authorization of final payment under the contract and release of the contractor and its surety. The Engineer shall further have the authority pursuant to this agreement to undertake necessary change orders that arise as a result of unanticipated conditions or changes in conditions that could not have been reasonably anticipated at the time of the preparation of specifications and the authorization of payment pursuant to such change orders; provided, however, that no change order shall exceed 10% of the original contract price without specific authorization of the Township.
5. The Township agrees to pay the County upon invoice from the County Engineer the amounts anticipated for such improvement of the Township roads as set forth after the bids have been opened, said amount is estimated to be \$84,564.00, said invoices shall specify the contract, the location of the work performed and any other information relevant to the determination by the Township of the cost that are being invoiced. All such invoices shall be due within thirty (30) days of mailing to the Township and all invoices not paid in full within thirty (30) days shall bear interest at the rate of 10% per annum.
6. The parties agree that in the event of failure of the Township to pay the County pursuant to the terms of this agreement, the County shall have the authority to suspend or terminate all work with respect to the Township roads in question until such time as payments from the Township are brought current.
7. Township agrees to indemnify and hold harmless the County from any losses or expenses not to exceed \$84,564.00 arising from the failure of the Township to pay the County and incidental to the failure of said payments to be made in timely manner.
8. County shall throughout the term of the construction contracts, require as condition of the contract that the contractor maintain full liability insurance and shall cause the contractor to list the Township and the County as an additional insured under any said policies. Said insurance shall include coverage for vandalism and theft, general liability and workers' compensation claims.
9. Upon completion of the bidding process and receipt of public bids, County shall cause the Township to be notified of the bids and the anticipated cost along with an invoice based upon said bids to the Township for the Township's portion of the

repair or resurfacing. If anticipated cost is less than amount in paragraph 5, the Township shall have the right, by unanimous vote, to request the County to pave an additional road(s). Township shall have ten (10) days from said notice to notify the County that it wishes to withdrawn from the process and the County shall cause the bidder to be notified that the portion of the bids received for the work to be done in Exhibit A is withdrawn and the County shall thereafter enter into no contract with the successful bidder for completion of said work and the parties shall have no further liability to the other arising from this transaction. As stated in paragraph 5, the Township shall pay the full amount of the invoice within thirty (30) days of receipt. Failure to submit full payment shall be considered a withdrawal of the Township from their portion of the work. Upon completion of the work, any unexpended funds paid by the Township to the County will be refunded to the Township.

10. The term of this agreement shall be for a period of two (2) years from date of execution and the agreement may from time-to-time may be extended in one (1) year increments upon agreement of the parties, said extension to be undertaken in writing by the Township to notify the County of the intent to extend the agreement. The expiration of this agreement shall in no way effect the obligation of the parties under existing construction contracts that have been entered into but not yet completed pursuant to this contract during the original term of the agreement in the event that the contract is not extended.
11. This agreement may be terminated upon sixty (60) days written notice to the other party, which notice shall be served in the case of the Township upon the County Administrator and in the case of the County upon the Township Administrator or if none then upon the Chairman of the Board of Trustees. This contract will terminate on the 61<sup>st</sup> day following the mailing of such notice. However, termination under this provision shall not relieve the parties of responsibility or liability for expenses undertaken by contract prior to said notice.
12. In conformity with the requirements of Section 5575.02 of the ORC, the Engineer shall cause the final plans and specifications to be maintained on file with the Township as well as the County when said plans and specifications are released for public bid.
13. Miscellaneous provisions of this agreement are as follows:
  - a. Time is expressly declared to be the essence of this agreement.
  - b. This agreement shall ensure to the benefit of the parties hereto, their successors and assigns and shall be binding upon them in accordance with Ohio law.
  - c. This contract shall be construed in accordance with Ohio law without reference to conflict of laws provisions and any action under this agreement or to enforce this agreement shall be venued in Clermont County, Ohio.
  - d. This agreement constitutes the entire agreement between the parties and

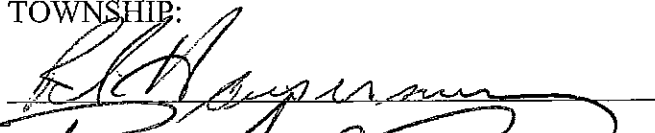
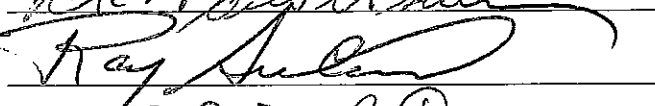
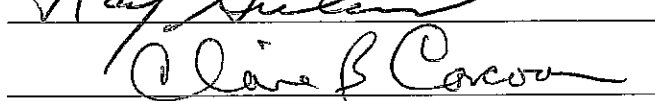
supersedes any previous understandings whether written or oral and shall only be modified by agreement in writing past pursuant to legislation of the respective boards of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement pursuant to authority of their respective governing boards with the intent to be legally bound thereby in conformity with all requirements of Ohio Public Contract law this 13 day of March, 2013.

ATTEST:

BOARD OF TRUSTEES OF GOSHEN  
TOWNSHIP:

  
Clerk

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
CLERMONT COUNTY, OHIO:

\_\_\_\_\_  
Judith A. Kocica, Clerk

\_\_\_\_\_  
Edwin H. Humphrey

\_\_\_\_\_  
David H. Uible

\_\_\_\_\_  
Robert L. Proud

Reviewed and Approved by:

\_\_\_\_\_  
Patrick J. Manger, Clermont County Engineer

This agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: \_\_\_\_\_  
Assistant Prosecuting Attorney



# Exhibit A

## 2013 Resurfacing Program- Goshen TWP

Road Name:	From	To:	Length(mi.):	Width(feet):	Est. Cost:
BRAY ROAD	500 feet south of Gibbs Rd	"S" Curve	0.607	15	\$28,065.00
EAST MEADOWBROOK DRIVE	ROLLING KNOLL DRIVE	Dead End	0.185	23	\$15,451.00
GAYNOR ROAD	GIBSON ROAD	670 South	0.127	16	\$7,535.00
Goshen Township-Mobilization					
PIN OAK DRIVE	WEST MEADOWBROOK DRIVE		0.209	23	\$16,113.00
ROLLING KNOLL DRIVE	WEST MEADOWBROOK DRIVE	Dead End	0.087	23	\$8,383.00
SPRING STREET	OLD SR 28	Cemetery Limits	0.049	13	\$2,014.00
WOOD STREET	SR 28	BP Entrance	0.027	26	\$5,725.00
100 % of Costs to be Paid By: Goshen TWP			Goshen TWP Total Cost		\$84,564.00