RECORD OF PROCEEDINGS

AUBURN TOWNSHIP BOARD OF TRUSTEES—REGULAR

Minutes of Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

Vice The meeting of the Auburn Township Board of Trustees was called to order at 7:30 p.m. by Chairman ~~Patrick J. Cavanagh.~~ ~~Trustees Troyan and McCune Jr. were present.~~

RSC McCune Jr.

The Pledge of Allegiance was led by Matt England.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to approve the minutes of the Regular Meeting of the Board of Trustees held on April 3, 2023. VOTE: Troyan, yes; McCune, yes. The motion passed.

Matt England representing the Auburn Boy Scouts Troop #101 spoke to the Fourth of July Parade. Staging begins in the Meadows Subdivision, off Auburn Road, at 10:15 AM and the parade will kick off at 11:00 AM.

Chief John Phillips, AVFD, presented a March report of calls.

Michael S. Troyan conceded his time.

Eugene T. McCune Jr. reported the grading phase of the extended parking lot is complete at the Auburn Community Park. Phase II will start shortly.

The Trustees discussed correspondence received from Northeast Ohio Public Energizing Council, NOPEC. Every two years NOPEC gives members the opportunity to opt-out of their aggregation program.

Motion by Eugene T. McCune Jr. seconded by Michael S. Troyan to remain in the aggregation program and a member of NOPEC. VOTE: Troyan, yes; McCune, yes. The motion passed.

The Trustees discussed the Department of Agriculture (DOA) insect survey composed from data captured at Auburn Community Park. Emerick Gordon will be the Auburn contact person for the DOA.

Daniel J. Matsko, Deputy Fiscal Officer, presented a Payment Report listing payments warrants 44-2023 through 49-2023 and 7715 through 7762 for a total of $119,349.83.

Mr. Matsko spoke to the collection of an insurance claim submitted in 2018 for damage to the fire station and communication tower. We received $23,682.37 for the building repairs and $76,140.00 for loss of the communication tower totaling $99,822.37. Inadvertently, the money was never transferred to the Fire Fund.

Motion by Eugene T. McCune Jr. seconded by Michael S. Troyan to transfer the entire amount of $99,822.37 to the Fire Fund and issue a check in the amount of $76,140.00 to AVFD. VOTE: Troyan, yes; McCune, yes. The motion passed.

OLD BUSINESS:

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to accept the recommendation of the Geauga County Engineer and contract with Cole Burton Contractors, LLC in the amount of $719,975.00 for the 2023 Asphalt of Various Roads in Auburn Township. VOTE: Troyan, yes; McCune, yes. The motion passed.

The Trustees discussed a recommendation to update the smoke alarms in the Administration building. Chief Phillips will research the matter.

Emerick Gordon submitted a quote from Weaver Tree.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to contract with Weaver Tree in the amount of $6,425.00 to remove marked trees on Franks and Valley Roads. VOTE: Troyan, yes; McCune, yes. The motion passed.

PUBLIC COMMENTS:

There were no public comments.

Motion by Michael S. Troyan seconded by Eugene T. McCune to adjourn the meeting. VOTE: Troyan, yes; McCune, yes. The motion passed. The meeting was adjourned at 7:54 p.m.

Daniel J. Matsko, Fiscal Officer

Patrick J. Cavanagh, Chairman

Eugene T. McCune Jr., Vice-Chairman

Michael S. Troyan, Trustee

5/1/23
Date

Est. 1817
AUBURN
TOWNSHIP

BOARD OF TRUSTEES MEETING AGENDA
Monday, April 17, 2023

PUBLIC HEARING – 7:00 PM / Proposed Zoning Amendment ZC2023-01

REGULAR MEETING –7:30 PM

PLEDGE OF ALLEGIANCE



GUEST:
- Matt England / 4th of July Parade

MINUTE APPROVAL:
- Approve Regular Meeting – April 3, 2023

SCHEDULED REPORTS:
- Chief Phillips, AVFD

TRUSTEE & FISCAL OFFICER REPORTS:
- Patrick J. Cavanagh, Chairman
- Eugene T. McCune Jr., Vice Chairman
- Michael S. Troyan
- Daniel J. Matsko, Fiscal Officer

OLD BUSINESS:
- Award Contract / Asphalt Resurface of Various Roads in Auburn Township

NEW BUSINESS:
- Quote / Weaver Tree Co. / $6425.00 for Franks and Valley Roads
- NOPEC / opt out; stay in
- Gillmore Security smoke detector updates

SAVE THE DATES:

04/22/23 – Roadside Litter Clean-Up Event (Earth Day) 9:00am – 12:00noon
04/27/23 - Zoning Commission -7:00pm @ Auburn Administration Bldg.
05/01/23 - Board of Trustees meeting – 7:30pm @ Auburn Administration Bldg.
05/09/23 - BZA Meeting -7:00pm @ Auburn Administration Bldg.
05/11/23 - Zoning Commission-7:00pm @ Auburn Administration Bldg.
05/15/23 - Board of Trustees meeting – 7:30pm @ Auburn Administration Bldg.
05/25/23 - Zoning Commission-7:00pm @ Auburn Administration Bldg.



Meet at the Service Garage at 9:00am to pick up your supplies and assignment.
Come back at noon for lunch!

Payment Listing

4/4/2023 to 4/30/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
44-2023	04/04/2023	04/04/2023	CH	BUREAU OF WORKERS COMPENSATION	$382.24	O
45-2023	04/07/2023	04/07/2023	CH	OHIO DEFFERRED COMPENSATION	$1,300.00	O
46-2023	04/07/2023	04/07/2023	CH	AHOLA CORPORATION	$19,582.33	O
47-2023	04/07/2023	04/07/2023	CH	OPERS	$18,754.40	O
49-2023	04/04/2023	04/08/2023	CH	SUN LIFE FINANCIAL	$236.28	O
7715	04/03/2023	04/03/2023	AW	SEDGWICK	$3,340.00 *	V
7715	04/04/2023	04/16/2023	AW	SEDGWICK	-$3,340.00	V
7731	04/17/2023	04/16/2023	AW	SEDGWICK	$1,900.00	O
7732	04/17/2023	04/16/2023	RW	MICHAEL SOLTIS / HIRAM COLLEGE	$1,195.00	O
7733	04/17/2023	04/16/2023	RW	CHAGRIN VALLEY PAVING	$300.00	O
7734	04/17/2023	04/16/2023	RW	SCOTT MIHALIC	$300.00	O
7735	04/17/2023	04/16/2023	RW	KUHNLE MOTOR SPORTS	$215.00	V
7735	04/17/2023	04/17/2023	RW	KUHNLE MOTOR SPORTS	-$215.00	V
7736	04/17/2023	04/17/2023	RW	KUHNLE MOTOR SPORTS	$215.00	O
7737	04/17/2023	04/17/2023	AW	DeVenuette Stevens	$492.00	O
7738	04/17/2023	04/17/2023	AW	CATHERINE GOLDEN	$300.00	O
7739	04/17/2023	04/17/2023	AW	DOORWORKS & CONSTRUCTION CO. INC.	$842.00	O
7740	04/17/2023	04/17/2023	AW	MORTON SALT	$48,763.35	O
7741	04/17/2023	04/17/2023	AW	MATTHEW BLOWERS	$945.00	O
7742	04/17/2023	04/17/2023	AW	Click It	$115.00	O
7743	04/17/2023	04/17/2023	AW	Green Vision Materials, Inc.	$25.00	O
7744	04/17/2023	04/17/2023	AW	EAB TRUCK SERVICE	$1,856.49	O
7745	04/17/2023	04/17/2023	AW	CHAGRIN VALLEY TIMES	$50.00	O
7746	04/17/2023	04/17/2023	AW	KINETICO QUALITY WATER SYSTEMS	$44.00	O
7747	04/17/2023	04/17/2023	AW	GEAUGA COUNTY DEPT OF WATER RESO	$151.34	O
7748	04/17/2023	04/17/2023	AW	GEAUGA COUNTY TOWNSHIP ASSOCIATI(	$315.00	O
7749	04/17/2023	04/17/2023	AW	INTERSTATE BILLING SERVICE, INC.	$687.00	O
7750	04/17/2023	04/17/2023	AW	SUNRISE SPRINGS WATER COMPANY	$83.50	O
7751	04/17/2023	04/17/2023	AW	ARIS	$113.90	O
7752	04/17/2023	04/17/2023	AW	WEAVER TREE	$975.00	O
7753	04/17/2023	04/17/2023	AW	GEAUGA COUNTY MAPLE LEAF	$48.80	O
7754	04/17/2023	04/17/2023	AW	MINUTEMAN PRESS	$64.50	O
7755	04/17/2023	04/17/2023	AW	EXPERT IT LLC	$2,310.00	O
7756	04/17/2023	04/17/2023	AW	SOUTHERN COMPUTER WAREHOUSE	$64.50	O
7757	04/17/2023	04/17/2023	AW	MNJ TECHNOLOGIES DIRECT, INC	$16,800.00	O
7758	04/17/2023	04/17/2023	AW	WINDSTREAM WESTERN RESERVE INC.	$113.96	O
7759	04/17/2023	04/17/2023	AW	VISA	$337.47	O
7760	04/17/2023	04/17/2023	AW	CERNI MOTORS	$224.07	O
7761	04/17/2023	04/17/2023	AW	EMERICK P. GORDON	$494.70	O
7762	04/17/2023	04/17/2023	AW	JUDCO	$2,308.00	O
				Total Payments:	$119,349.83	
				Total Conversion Vouchers:	$0.00	
				Total Less Conversion Vouchers:	$119,349.83	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM -

AUBURN
TOWNSHIP

Auburn Township Board of Trustees
Meeting Attendance Sheet

APR 17 2023

AUBURN TOWNSHIP

Please Sign In

	Print Name	Resident	Non-Resident
1.	CARL SCHNEIDER	✓	
2.	MATT ENGLAND		✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

WEAVER TREE CO.

☑ PROPOSAL ☐ INVOICE

10095 St. Rt. 305
GARRETTSVILLE, OHIO 44231
Ph. 440-313-4456 • Fax 440-313-3273

No. 5933

Fully Insured - Certificates available upon request.

DATE OF ORDER 4-4-23

CUSTOMER ORDER NO.	PHONE	STARTING DATE / /
BILL TO Auburn Twp		ORDER TAKEN BY Emerick Gordon
ADDRESS		☐ DAY WORK ☐ CONTRACT ☐ EXTRA
CITY		
JOB NAME AND LOCATION		JOB PHONE

DESCRIPTION OF WORK	
16429 Franks - Remove 6 marked trees along the roadway	$3500
16780 Valley - Remove broken ash tree	$375
17009 Valley - Cleanup and remove the downed maple	~~$250~~
- Grind the stump	~~$150~~

0.00 *
0.00 *
0.00 *
3,500.00 +
375.00 +
3,875.00 *
0.00 *

E. G.

☐ No Cleanup	☑ Mini Loader	☑ Crane 35	TOTAL MATERIALS 3875.00
☐ Chip Brush	☑ Aerial Lift	☑ Skidsteer	TOTAL LABOR ~~$425~~
☐ Haul Logs	☐ Stump Grinding	☐ Mini Skidsteer	Exempt TAX
☐ Full Cleanup			TOTAL AMOUNT $

DATE COMPILED / / WORK ORDER BY

Proposal is good for 15 days of receipt.

☐ *No one home* ☐ *Total amount due for above work; or* ☐ *Total billing to be mailed after completion of work*

Signature Eugene T. McCoy Date 4/17/23

I have read the terms and conditions and accept this proposal.

UNIT PRICE CONTRACT
RS-AUB-V-2023

This CONTRACT is made and entered into at the *Auburn Township Town Hall*,

Geauga County, Ohio by and between the

Auburn Township Board of Trustees, Party of the First Part, hereinafter called the "Owner"

and *Cole Burton Contractors, LLC* Party of the Second, hereinafter called the "Contractor".

WITNESSETH, THAT the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required and called for on the Plans and described in the Description of Work and in conformance with the General Clauses and Covenants for the project entitled

The Asphalt Resurfacing of Various Roads

Auburn Township, Geauga County

all in strict accordance with the Plans and Specifications including any and all Addenda, prepared by the Geauga County Engineer, acting and hereinafter referred to as the "Engineer", and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and the fulfillment of all stipulations of the Contract to the satisfaction and acceptance of the Engineer and the Owner, the Owner shall pay and the said Contractor further agrees to receive and accept payment based on the bid prices as set forth in the confirmed copy of the Contractor's Proposal hereto attached, with the total payment reduced by accepted deductions set forth, which prices and deductions shall agree with those in the accepted Contractor's Proposal as full compensation for furnishing all the equipment and materials and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this Contract; also for all the work arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents hereto attached or incorporated herein by reference.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of this document together with the following additional documents incorporated herein as if fully rewritten:

A. Specifications for Bid Proposals
    1. Legal Notice
    2. Description of Work
    3. General Clauses and Covenants
    4. Wage Rate Information
B. Proposal Package
    1. Bid Guaranty Bond or Certified Check, Cashier's Check or Letter of Credit
    2. Proposal Form
    3. Subcontractor/Supplier Information
    4. Schedule of Operations
    5. Corporation Certification
    6. Noncollusion Affidavit
C. Plans & Specifications
D. Standard Contract Provisions for Improvement Project Contracts, Prepared by the Geauga County Engineer's Office, 2023
E. Modifications to the State of Ohio Department of Transportation 2019 Construction and Material Specifications for Geauga County, Year 2023
F. ODOT Construction and Material Specifications
G. ODOT Standard Construction Drawings
H. Recommendation of the Engineer to award the Bid
I. The Resolution of the Owner awarding the Bid
J. Performance Bond
K. Certification of Personal Property Tax
L. Workers Compensation Certificate
M. Certificate of Insurance
N. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code
O. Ohio Public Works Commission Project Grant Control No. N/A

ARTICLE IV - MISCELLANEOUS

A. The Contractor acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Owner, its agents or employees, and that this Contract is entered into solely upon the Contractor's own independent business judgment. The Contractor acknowledges that it is performing it's duties and obligations under this contract as an independent contractor.

B. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all contractual litigation undertaken or arising under this Contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

C. The parties agree that this is the sole and exclusive agreement of the parties and that any necessary modification be reduced to writing and executed in a like manner.

D. If any covenant or provision of this Contract or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.

E. In hiring employees for the performance of work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this contract relates. No contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any

employee hired for the performance of work under this contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

F. The Contractor shall defend, indemnify, and save harmless the Owner, its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or cost incurred by the Owner and in the defense of any claims against the Owner arising from the conduct of the Contractor pursuant to the terms of this contract, by reason of any negligent act or omission of said Contractor, his agents or employees, in the execution of this Contract or in consequence of insufficient protection, or for the use of any patented invention by said Contractor.

G. The Contractor shall at all times during the life of the Contract, subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the Owner harmless from any and all liability arising from, out of, or under said act. He shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

H. The Contractor agrees that it is an independent contractor with respect to the Owner and not an agent or employee of the Owner.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in three (3) original counterparts this 17 day of APRIL, 2023.

OWNER

Witnesses:

THE CONTRACTOR

Witnesses:

Address _____

BY _____

Title _____

PROPOSAL
Unit Price Contract RS-AUB-V-2023
The Asphalt Resurfacing of Various Roads
Auburn Township, Geauga County

We the undersigned Cole Burton Contractors, LLC propose to do and construct the pavement, drainage and appurtenances as shown on the plans and as called for in the specifications. We have thoroughly familiarized ourselves with the plans and specifications, which we accept as sufficient for the purpose of this improvement. Further, we have visited the site of the improvement and are proposing to furnish all labor, material and equipment to complete the work for the prices set against each item.

ITEM NO.	ODOT NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE BID			TOTAL ITEM
					LABOR	MATL	BID	
1	202	Wearing Course Removed	300.0	SY	$3.25	$3.25	$6.50	$1,950.00
2	253	Pavement Repair	575.0	CY	$100.00	$100.00	$200.00	$115,000.00
3	254	Pavement Planing, Asphalt Concrete	6800.0	SY	$0.62	$0.63	$1.25	$8,500.00
4	407	Non-Tracking Tack Coat	4370	GAL	$1.50	$1.50	$3.00	$13,110.00
5	441	Asphalt Concrete Intermediate Course, Type 1, (448) PG64-22	565.0	CY	$90.00	$90.00	$180.00	$101,700.00
6	441	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22	965.0	CY	$80.00	$80.00	$160.00	$154,400.00
7	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	1065.0	CY	$102.50	$102.50	$205.00	$218,325.00
8	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	90.0	CY	$197.50	$197.50	$395.00	$35,550.00
9	614	Maintaining Traffic	1	LUMP	$15,000.00	$15,000.00	$30,000.00	$30,000.00
10	617	Compacted Aggregate (RAP)	310.0	CY	$27.50	$27.50	$55.00	$17,050.00
11	617	Compacted Aggregate (411 Limestone)	4.0	CY	$105.00	$105.00	$210.00	$840.00
12	623	Monument Box, Adjusted to Grade	7	EACH	$275.00	$275.00	$550.00	$3,850.00
13	624	Mobilization	1	LUMP	$2,500.00	$2,500.00	$5,000.00	$5,000.00
14	644	Stop Line	40	FT	$22.50	$22.50	$45.00	$1,800.00
15	SPEC	Mailbox Assembly, Removed and Reset	20	EACH	$85.00	$85.00	$170.00	$3,400.00

(CONTINUED ON NEXT PAGE)

ITEM NO.	ODOT NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE BID			TOTAL ITEM
					LABOR	MATL	BID	
16	SPEC	Contract Performance Bond and Premium	1	LUMP	$0.00	$9,500.00	$9,500.00	$9,500.00

TOTAL CONTRACT **$719,975.00**

EARLIEST START DATE: **6/5/2023**

LATEST COMPLETION DATE: **8/4/2023**

CALENDAR DAYS TO COMPLETE: **28 DAYS**

It is understood and agreed that the quantities shown in the Specifications and Details are approximate only and will be used to determine the lowest and best bid. The Contractor shall not be entitled to loss of profit or other damages should the quantities prove to be more or less than the estimated amount.

Sign: Robert E Alick

By: Robert Alick

Title: Vice President

Phone: (440) 459-1441

Email: cpeters@cole-burton.com

Contractor: Cole Burton Contractors, LLC

Address: 5335 Avion Park Drive

Highland Heights, OH 44143

Fax: NA