RECORD OF PROCEEDINGS

Minutes of AUBURN TOWNSHIP BOARD OF TRUSTEES—REGULAR Meeting

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

Held _____ 20 _____

The meeting of the Auburn Township Board of Trustees was called to order at 7:30 p.m. by Chairman Michael S. Troyan. All Trustees were present.

The Pledge of Allegiance was led by Don Rice.

Motion by Eugene T. McCune Jr. seconded by Patrick J. Cavanagh to approve the minutes of the Regular Meeting of the Board of Trustees held on April 1, 2024. VOTE: McCune Jr., yes; Cavanagh, yes, Troyan, yes. The motion passed.

GUESTS:

Don Rice, Metzenbaum Center Superintendent, was in attendance and presented his annual update of services provided by the Geauga County Board of Developmental Disabilities, specifically the Metzenbaum Center. He noted that 80% of their income is from local levies.

SCHEDULED REPORTS:

Chief John Phillips, AVFD, presented a Year-to-Date Statistics Report comparing 155 year to date calls in 2024 to 129 calls in 2023. The percentage of multiple calls was 24.66% for January-March 2024 compared to 26.40% in 2023.

Eugene T. McCune Jr. noted that he will attend the Kenston Board of Education superintendent selection meeting on April 23, 2024.

Trustee McCune Jr. met with CRWP along with Nancy and Dan to discuss their help in applying for the 2024 NatureWorks grant for the proposed bathroom facility at Auburn Community Park. On April 10,th he and Trustee Cavanagh met at the park with Mr. Mason & Lou Tomsic from Auburn Bainbridge Excavating. They offered suggestions on the best location for a septic system.

Patrick J. Cavanagh presented Resolution 2024-06.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune Jr. to accept Resolution 2024-06 Authorizing participation in the ODOT Road Salt Contracts awarded in 2024. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

NEW BUSINESS:

Michael S. Troyan noted signed contracts have been received from Ronyak Paving.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to sign and execute the contract with Ronyak for 2024 Resurfacing of Various Roads in Auburn Township for a total of $725,725.00. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

Dan Matsko, Fiscal Officer, presented the payment listing for payments processed since April 2, 2024, listing 9 electronic payments processed ($66,254.82) and 21 warrants processed ($40,498.71) totaling $106,753.53.

Fiscal Officer, Dan Matsko, presented Resolution 2024-07 to authorize an interfund transfer of $48,0000 per prior Resolution 2023-26 for the purpose and benefit of restoring and repairing grave markers, monuments, and foundations at the Auburn cemeteries.

Fiscal Officer, Dan Matsko, presented Resolution 2024-08 to authorize an interfund transfer of $75,000 per prior Resolution 2023-25 for the purpose of restoring and improving the structure of the Auburn Museum.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to adopt Resolution 2024-07 for the following interfund transfers:

- **$48,000 transferred from General Fund Account 1000-910-910 Transfers Out;**
- **Said funds $48,000 then transferred to Special Revenue 2902-931-000 Transfers In;**
- **To be reallocated to Special Revenue Cemetery Fund 2902-410-329 Other – Property Services.**

VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

NEW BUSINESS (continued):

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune Jr. to adopt Resolution 2024-08 for the following interfund transfers:

- **$75,000 transferred from General Fund Account 1000-910-910 Transfers Out;**
- **Said funds $75,000 then transferred to Special Revenue 2902-931-000 Transfers In;**
- **To be reallocated to Special Revenue Museum Fund 2901-120-329 Other – Property Services.**

VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

Patrick J. Cavanagh noted that the allocations in Resolution 2024-07 and Resolution 2024-08 are results of Auburn Community Church donations to the Auburn Museum and Auburn Cemeteries when the church closed their doors.

Patrick J. Cavanagh brought up a sample resolution to prohibit the sale of recreational cannabis. The topic was tabled for future action.

ADJOURNMENT:

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to adjourn the meeting. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed. The meeting was adjourned at 8:25 p.m.

Daniel J. Matsko, Fiscal Officer

Michael S. Troyan, Chairman

Patrick J. Cavanagh, Vice-Chairman

Eugene T. McCune Jr., Trustee

5-6-24

Date

AUBURN TOWNSHIP

BOARD OF TRUSTEES MEETING AGENDA
Monday, April 15, 2024



Community
Litter Pick-Up
Sat., April 20, 2024

CALL TO ORDER -7:30 PM
- Michael S. Troyan, Trustee Chairman

PLEDGE OF ALLEGIANCE

GUESTS:
- Don Rice, Geauga County Department of DD Metzenbaum Center Superintendent

MINUTE APPROVAL:
- Regular Meeting – April 1, 2024

SCHEDULED REPORTS:
- Chief John Phillips, AVFD

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

OLD BUSINESS:
- NatureWorks Grant / Proposed Auburn Community Park restroom facility

NEW BUSINESS:
- **Resolution 2024-06** Authorizing Participation in the ODOT Road Salt Contracts Awarded in 2024
- Motion to Execute and sign contract with Ronyak for 2024 Resurfacing of Various roads in Auburn Township / $725,725.00

SAVE THE DATE:

4/20/24 – **Roadside Litter Pick-Up Event** / 9:00am service garage for assignments and supplies / return @12:00noon for a grilled hotdog lunch with the Trustees.
5/06//24 - Board of Trustees Regular Meeting / Auburn Administration Bldg. / 7:30pm
5/09/24 - Zoning Commission Meeting / Auburn Administration Bldg. / 7:00pm
5/14/24 - BZA Meeting / Auburn Administration Bldg. / 7:00pm
5/20/24 - Board of Trustees Regular Meeting / Auburn Administration Bldg. / 7:30pm
5/26/24 – Memorial Day Event /8:45am Mapleshade /9:00am Adam Hall /10:00am Shady Side



AUBURN TOWNSHIP

Auburn Township Board of Trustees
Meeting Attendance Sheet

APR 15 2024

AUBURN TOWNSHIP

Please Sign In

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

RESOLUTION 2024-08
FOR INTERFUND TRANSFER

The **Board of Trustees of Auburn Township**, Geauga County, Ohio met in regular session on the 1**5th day of APRIL 2024**:

Present Were:

Michael S. Troyan

Patrick J. Cavanagh

Eugene McCune

P.J. Cavanagh moved for the adoption of the following resolution:

BE IT RESOLVED by the Board of Trustees of Auburn Township, Geauga County, Ohio, that it is necessary to adopt the following to authorize an INTERFUND TRANSFER PER PRIOR RESOLUTION 2023-25 FOR THE PURPOSE OF RESTORING AND IMPROVING THE STRUCTURE OF THE AUBURN MUSEUM :

$75,000 transferred from General Fund Account 1000-910-910 Transfers Out;

Said funds $75,000 then transferred to Special Revenue 2901-931-000 Transfers In;

To be reallocated to Special Revenue Fund Museum 2901-120-329 Other – Property Services.

THEREFORE the Board adopts the aforesaid.

Gene McCune seconded the resolution and the roll being called upon its adoption the vote resulted as follows:

Michael S. Troyan voted YES

Patrick J. Cavanagh voted YES

Eugene McCune voted YES

Adopted this 15th day of April, 2024

Daniel J. Matsko

Daniel J. Matsko, Fiscal Officer

RESOLUTION 2024-07
FOR INTERFUND TRANSFER

The **Board of Trustees of Auburn Township**, Geauga County, Ohio met in regular session on the **15th day of APRIL 2024**:

Present Were:

Michael S. Troyan

Patrick J. Cavanagh

Eugene McCune

Mike Troyan moved for the adoption of the following resolution:

BE IT RESOLVED by the Board of Trustees of Auburn Township, Geauga County, Ohio, that it is necessary to adopt the following to authorize an INTERFUND TRANSFER PER PRIOR RESOLUTION 2023-26 FOR THE PURPOSE AND BENEFIT OF RESTORING AND REPAIRING GRAVE MARKERS, MONUMENTS, AND FOUNDATIONS AT THE AUBURN CEMETERIES:

$48,000 transferred from General Fund Account 1000-910-910 Transfers Out;

Said funds $48,000 then transferred to Special Revenue 2902-931-000 Transfers In;

To be reallocated to Special Revenue Cemetery Fund 2902-410-329 Other – Property Services.

THEREFORE the Board adopts the aforesaid.

Gene McCune seconded the resolution and the roll being called upon its adoption the vote resulted as follows:

Michael S. Troyan voted YES

Patrick J. Cavanagh voted YES

Eugene McCune voted YES

Adopted this 15th day of April, 2024

Daniel J. Matsko, Fiscal Officer

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024

WHEREAS, the (INSERT POLITICAL SUBDIVISION NAME, COUNTY LOCATION) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3rd, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature) 4-15-24	Approval Date
_____	(Authorized Signature) 04/15/24	Approval Date
_____	(Authorized Signature) 4/15/24	Approval Date
_____	(Authorized Signature) 4/15/24	Approval Date
_____	(Authorized Signature) _____	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd, 2024.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024

WHEREAS, the (INSERT POLITICAL SUBDIVISION NAME, COUNTY LOCATION) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3rd, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature)	4-15-24	Approval Date
_____	(Authorized Signature)	04/15/24	Approval Date
_____	(Authorized Signature)	4/15/24	Approval Date
_____	(Authorized Signature)	4/15/24	Approval Date
_____	(Authorized Signature)	_____	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd, 2024.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

FISCAL OFFICER REPORT APRIL 15, 2024

PAYMENT LISTING

• 9 ELECTRONIC PAYMENTS PROCESSED:	$ 66,254.82
• 21 WARRANTS PROCESSED:	$ 40,498.71
TOTAL:	$ 106,753.53

Fiscal officer Dan Matsko presented the payment listing for payments processed since April 2, 2024.

Fiscal officer Dan Matsko presented Resolution 2024-07 to authorize an interfund transfer of $48,0000 per prior resolution 2023-26 for the purpose and benefit of restoring and repairing grave markers, monuments, and foundations at the auburn cemeteries.

Fiscal officer Dan Matsko presented resolution 2024-08 to authorize an interfund transfer of $75,000 per prior resolution 2023-25 for the purpose of restoring and improving the structure of the Auburn Museum.

Dan Matsko
4-15-24

Payment Listing

4/2/2024 to 4/30/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
50-2024	04/02/2024	04/04/2024	CH	SUN LIFE FINANCIAL	$229.49	O
51-2024	04/02/2024	04/04/2024	CH	VISA	$303.56	O
52-2024	04/04/2024	04/06/2024	CH	AHOLA CORPORATION	$20,182.26	O
53-2024	04/08/2024	04/10/2024	CH	DELTA DENTAL	$756.99	O
54-2024	04/08/2024	04/10/2024	CH	PUBLIC EMPLOYEES RETIREMENT SYSTE	$19,098.90	O
55-2024	04/09/2024	04/10/2024	CH	TREASURER OF STATE OF OHIO	$948.00	O
56-2024	04/10/2024	04/10/2024	CH	OHIO DEFFERRED COMPENSATION	$1,375.00	O
57-2024	04/10/2024	04/10/2024	CH	BESTCO HARTFORD	$3,388.72	O
58-2024	04/11/2024	04/12/2024	CH	MEDICAL MUTUAL OF OHIO	$19,971.90	O
8260	04/15/2024	04/13/2024	AW	ARIS	$121.50	O
8261	04/15/2024	04/13/2024	AW	21st Century Media-Ohio	$146.55	O
8262	04/15/2024	04/13/2024	AW	MICHAEL S. TROYAN	$873.50	O
8263	04/15/2024	04/13/2024	AW	DANIEL MATSKO	$698.80	O
8264	04/15/2024	04/13/2024	AW	CHAGRIN VALLEY TIMES	$150.00	O
8265	04/15/2024	04/13/2024	AW	KINETICO QUALITY WATER SYSTEMS	$48.40	O
8266	04/15/2024	04/13/2024	AW	JOHN SZOKA	$349.40	O
8267	04/15/2024	04/13/2024	AW	KENSTON COMMUNITY EDUCATION	$5,000.00	O
8268	04/15/2024	04/13/2024	AW	GEAUGA COUNTY DEPT OF WATER RESO	$151.34	O
8269	04/15/2024	04/13/2024	AW	WASTE MANAGEMENT WESTERN RESER\	$366.29	O
8270	04/15/2024	04/13/2024	AW	GEAUGA COUNTY AUTOMATIC DATA PRO(	$267.43	O
8271	04/15/2024	04/15/2024	AW	ULLMAN OIL CO,	$1,472.60	O
8272	04/15/2024	04/15/2024	AW	EMERICK P. GORDON	$524.10	O
8273	04/15/2024	04/15/2024	AW	MATTHEW BLOWERS	$890.00	O
8274	04/15/2024	04/15/2024	AW	GREG FEDELE	$300.00	O
8275	04/15/2024	04/15/2024	AW	SEDGWICK	$1,995.00	O
8276	04/15/2024	04/15/2024	RW	MELISSA FRANSKO	$300.00	O
8277	04/15/2024	04/15/2024	AW	J.F.D. LANDSCAPES	$22,291.87	O
8278	04/15/2024	04/15/2024	AW	GEAUGA COUNTY TOWNSHIP ASSOCIATI(	$280.00	O
8279	04/15/2024	04/15/2024	AW	ILLUMINATING CO.	$3,803.24	O
8280	04/15/2024	04/15/2024	AW	WINDSTREAM WESTERN RESERVE INC.	$468.69	O
				Total Payments:	$106,753.53	
				Total Conversion Vouchers:	$0.00	
				Total Less Conversion Vouchers:	$106,753.53	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Dan Matsko
4-15-24

METZENBAUM CENTER
The Geauga County Board Of Developmental Disabilities

Helping People Live, Learn, and Earn in our Community

The Geauga County Board of Developmental Disabilities (Geauga DD), known as the Metzenbaum Center, was started in 1966 to help individuals in Geauga County with developmental disabilities. Our focus is to provide services while building a caring community where individuals are integrated, accepted, and achieving. These services begin at birth and continue through school and adulthood, till their end of life.

Quick Facts:

A Total of 1,188 People Received Services in 2023

420 people were eligible to use FHBS to care for their loved one

Over 120 area businesses employ our individuals

Early Intervention

- Early Intervention (EI) provides coordinated services to parents of eligible children ages 0-3 years with developmental delays or disabilities. A total of 309 children received services in 2023.

Employment First

- Employment services are designed to help adults find what fits best for them and their goals. In 2023, the program worked with a total of 582 individuals, of which 186 were paid minimum wage or above.

Transportation

- Geauga DD coordinated with 35 companies in 2023 to ensure the transportation services for over 550 individuals to and from their jobs or day programs in the community.

Intermediate Care Facility

- In partnership with the Jewish Family Services Association, the Intermediate Care Facility (ICF) provided residential care at the Metzenbaum Center for 13 adults who range in age from 32 to 78.

Community & Residential Services

- Over 315 individuals received residential supports in our community in a variety of settings.
- There were 319 school aged children eligible for services in 2023, of which 37 were Amish students.

Metzenbaum Foundation

- Geauga DD partners with the Metzenbaum Foundation to provide individuals with grant opportunities throughout the year for community outreach activities and events, recreational services, and resources.
- Family Home Based Supports (FHBS) program supported 342 eligible children and adults and their families to help care for their child or relative in their home.
- Summer Supports Funds program sponsored 100 school-aged children to participate in summer camps, activities, and funds for respite.

METZENBAUM CENTER
The Geauga County Board Of Developmental Disabilities

440-729-9406 | GeaugaDD.org | 8200 Cedar Rd, Chesterland, OH 44026

Auburn Fire Department
10950 Washington Street
Auburn Township, Ohio 44023
Phone: 440-543-4133
info@auburnfd.com
John L. Phillips, Chief

TO: Chief Phillips

FROM: Captain Tomaselli

DATE: April 12, 2024

RE: Auburn Fire YTD Statistics (2024 vs 2023)

	Jan-Mar 2024	**Jan-Mar 2023**
EMS Calls	146	122
Fire Calls	73	109
Total Calls	**219**	**231**
Mutual Aid Given	38	45
Mutual Aid Received	12	18
Total Transports	106	93
Total Non-Transports	49	36
Total Transfer to other Agency	0	0
Total Patients	**155**	**129**
Percentage of Multiple Calls*	**24.66%**	**26.40%**

*****01/01/2024 to 03/31/2024*****
***see multiple calls report for details**

Sincerely,

Captain Nicholas M. Tomaselli

Month	Double	Triple	Quadruple	Quintuple	Septuplet	Monthly Total
January 2024	7	2				9
February 2024	7	3				10
March 2024	4	1				5
April 2024						
May 2024						
June 2024						
July 2024						
August 2024						
September 2024						
October 2024						
November 2024						
December 2024						
TOTAL	18	6				24

YTD Occurrences: 24

Total # of Calls: 54 calls
Dept. Total YTD: 219 calls

Percentage of Multiple Calls- 24.66%

Report from 01/01/2024 to 03/31/2024

UNIT PRICE CONTRACT
RS-AUB-V-2024

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 *Ronyak Paving, Inc.* 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, 2024
E. Modifications to the State of Ohio Department of Transportation 2019 Construction and Material Specifications for Geauga County, Year 2024
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.CG 42AA /CG 43AA

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 _____day of _____, 20 _____.

OWNER

Eugene T. McCamley

Witnesses:

Carly A. Schneider

THE CONTRACTOR

Bonyak Paving, Inc.

Address PO Box 567

Burton, OH 44021

BY _____

Title Joy Stang, Contract Administrator

Witnesses:

Michelle Joseph
Michelle Joseph

Kristen Matthews
Kristen Matthews