

Hamilton Township Trustees Meeting

December 2, 2020

Trustee Board Chairman, Darryl Cordrey, called the meeting to order at 6:30 pm. Mr. Cordrey, Mr. Rozzi, and Mr. Sousa were present.

The *Pledge of Allegiance* was recited by all.

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the November 18, 2020 Trustee Meeting.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve the bills as presented to the Board this evening.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Public Comments

Mr. Cordrey opened the floor to public comments at 6:32 pm.

Ms. Diana Berry submitted an email to Mr. Centers referencing the CTC Fields contract on tonight's agenda. She votes for the termination of the lease renewal as she does not feel that Mr. Conley has upheld his end of the contract. She commented that the fields are nice but everything around them is dilapidated. She feels that the Township could take over running these fields.

Mr. Brian Conley stepped forward stating that he is in attendance for the CTC Fields contract and he introduced his attorney.

Mr. Brian Redden is an attorney with Buechner, Haffer, Meyers and Koenig Law Firm. He explained that Mr. Conley received electronic mail from Mr. Centers on Monday November 30, 2020 for recommendation to not renew the lease agreement for failure to comply with Section 6 making the assumption that Trustees had time to review the agreement, that section 6 addresses very specific legal terms of waste, nuisance or unlawful use. Had any of that occurred during the last ten years of Mr. Conley's tenancy at the fields, would inform the Trustees he

invested substantial money into the fields over the last ten years. He has invested approximately \$200,000 of his own personal money taking the area from a waste disposal facility to multiple fields that have been used for the last decade. Section 15 of the lease provides that if there is any failure of the lease, it is incumbent of the landlord, being the Township, to notify him of a violation and provide him with 30 days written notice to cure him of any violation. No notice that would rise to a violation of the lease was ever provided to Mr. Conley at any time of the course of the last ten years. Given those issues and the failure of the Township to provide this notice, Section 24 comes into play that requires that so long as Mr. Conley is in substantial compliance of the lease, then he shall be granted an option to renew the lease for ten additional years and the new rental amount will continue to be \$1/year. The only proper legal requirement under the lease is to grant him renewal for ten years at the rate of \$1/year. Anything less than that would put Hamilton Township into breach of this agreement and therefore be subject for Mr. Conley to file for damages for the investments as well as the loss of sponsorship and revenue that the youth baseball clubs enjoy. Mr. Conley is in a position and would like make use of the property and he is intending to stay as he has made a very substantial investment there and anything but renewal of the lease significantly economically damages him.

Mr. Cordrey closed the floor to public comments at 6:39 pm.

Human Resources

Mr. Centers requested a motion to update the active Hamilton Township roster as follows: Tanner Shands, date of resignation 11/25/2020 as a part time Fire Fighter/EMT.

Mr. Cordrey made a motion with a second from Mr. Rozzi to make the above mentioned roster update.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

New Business

Motion: To reschedule the December 16, 2020 Trustee meeting from December 16, 2020 at 6:30 pm to December 16, 2020 at 1:00 pm for employee recognition and awards

Mr. Cordrey stated that this is something that has been done during his time on the Board. This awards ceremony will be a little different as attendance will be much smaller for health safety purposes.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the above mentioned meeting change.

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes
Darryl Cordrey Yes

-Motion: To reschedule the January 20, 2021 Trustee meeting to January 22, 2021 at 9 am for the Annual Township Retreat

Mr. Cordrey explained that this is the same as last year; we are just moving the second meeting to the following Friday to accommodate a full day.

Mr. Sousa asked if we would be hosting the retreat at the Township Building this year due to the COVID environment?

Mr. Centers explained that will most likely be the case. We have called around to a few places but a lot of them are not renting out right now.

Mr. Cordrey asked if there would be a public announcement once we finalize the location?

Mr. Centers explained that we will give our formal announcement as it gets closer.

Mr. Cordrey made a motion with a second from Mr. Rozzi to make the above mentioned meeting change.

Roll call as follows: Joe Rozzi Yes
Darryl Cordrey Yes
Mark Sousa Yes

-Motion: to enter into contract with Brian Conley for a 10-year renewal of *CTC Fields* located at Mounts Park per Section 24 of the original Lease Agreement

The CTC Fields Lease Agreement was entered into on December 15, 2010 by Brian Conley and the Board of Trustees for a 10-year contract with an automatic renewal of an additional 10 years if all contractual obligations have been met.

Mr. Centers presented a staff report to the Board of Trustees on the CTC Fields Lease Agreement. A copy of this can be obtained from the Administration office during normal business hours.

Mr. Centers explained that if a property is not able to be turned over for immediate use that is waste. The timeline discussed looks at March 2016, November 2018 thru March 2019, April 2020 and November 2020. In March 2016, Mr. Hickey who oversees our Public Works Department met with Mr. Conley to address concerns on the parking, nuisance debris, etc. Overgrown nuisance Vegetation actually redirected our storm water flow. That was not corrected

and has caused storm water to permanently redirect and gather elsewhere on the property. In 2018, two of our current Board Members were elected; they wanted to have Executive Sessions to discuss these non-compliance issues with Mr. Conley. On November 13, 2018, Mr. Centers reached out to Mr. Conley via email requesting that Executive Session. He went back and forth for 5 months with Mr. Conley trying to get him in to discuss the non-compliance issues. He agreed to come on March 22, 2019 but prior to the Executive Session he left and did not go in to discuss the contract. Following that, Mr. Centers reached out and asked if Mr. Conley could meet with himself and Mr. Hickey to discuss the issues. Prior to that stated that he was not going to invest any more money into these fields because he did not know if the Board would renew his agreement at the end of 2020. March 2019 there were approximately two years left in his contract and he expressed that he was not going to put any money into it. In April 2019, our Zoning Inspector went out to take pictures of substantial nuisance issues which still shows overgrown vegetation as well and non-compliance our Zoning Code as well as non-compliance with Section 9 of the Lease Agreement pre the building material and debris scattered throughout the property. April 2020, Mr. Hickey goes out again to take pictures of nuisance, refuse, overgrown vegetation, etc. He then sends a 11 page email stating that he and Mr. Conley had talked about needing to have these issues taken care of immediately. There was a timeline to get this cleaned up. The Public Works Department had to go down and haul away a bunch of debris and waste that were on the property. Last month, November 2020, the property was visited again and pictures were taken for the annual report. The fields were again, non-compliant with Section 6 of the Lease Agreement.

With all of the above-mentioned findings and more, we believe that Mr. Conley is not in compliance with the Lease Agreement thus giving a staff recommendation of non-renewal for this Lease Agreement.

Mr. Conley and his Legal Counsel stepped forward to the podium to speak. Mr. Redden stated that Mr. Conley was not notified by any Township personnel of any non-compliance concerns via written communication in 2020. Prior to the electronic email indicating Mr. Centers' belief that Mr. Conley was in breach of the Lease, he had never received any written communication from any representative of Hamilton Township about the Lease. Mr. Conley and his attorney stated that prior to Mr. Conley establishing the ball fields, this property was used mostly for dumping; it was certainly not a functioning park. Mr. Conley reiterated that he has spent a couple hundred thousand dollars on this facility over the course of the last ten years. Mr. Redden and Mr. Conley stated that there would be substantial sponsorships that would be cancelled or lost if this contract is not renewed.

Mr. Cordrey explained that up until this year he has been an umpire for the Ohio Athletic Association and he has umpired for over 12 years. He has visited hundreds of fields over the last several years as both an umpire and a coach and the staff report presented tonight is a fair depiction of this facility. He asked Mr. Conley if he believes that this facility is safe for children to play on in the condition that it is in?

Mr. Conley explained that there was a straight line wind that hit in August that damaged the property. There has not been any fall ball at the facility this year so he believes that the pictures presented are from the time that no kids were using the fields. He typically does a lot of work in the fall to repair any damages for the next season.

Mr. Cordrey next stated that this damage does not appear to have happened from one storm. This condition happened over time. He had safety concerns walking in at the beginning of this season with his child.

Mr. Redden discussed the definitions of nuisance and waste. He stated that legally CTC does not fall under either of those definitions. Yes there is normal wear and tear that requires repair, but this does not give rise to Section 6 of the Lease Agreement given that no written notice was provided. The Trustees may have concerns but the way that the lease was prepared at the time mandates that he be given the opportunity to operate for another 10 years.

Mr. Sousa asked Mr. Centers and our Law Director, Mr. Yoder if they would like to respond to any of the comments made.

Mr. Centers explained that he put all of his information in the staff report and does not need to comment further on waste and beyond reasonable wear and tear.

Mr. Rozzi commented and there is clear rot that happened over years. This takes time. So he sees a general lack of care for the facility.

Mr. Sousa commented that after the capital improvements were made after the Lease was established, it is pretty clear that they have continued to deteriorate. With the renewal of the lease in the balance and the nature of the relationship lacking in addressing issues and maintaining the facility. There is no reason that a broken down mower should sit there for 4 years. This shows him little to no effort as nothing happens unless he is asked to do something. There is nothing proactive in this facility whatsoever. This is a land lease at \$1/year because it was assumed that Mr. Conley would take care of the capital improvements and he can obviously never take those with him which is common of any land lease situation. Mr. Sousa finds it impossible that he has never received complaints from the guests down there because the Trustees receive them regularly any time that there are events to the nature that people attending the park are charged by Mr. Conley's staff for parking or entering the facility. He maintains the bare minimum as possible to maintain operations. Mr. Sousa is concerned that entering into another ten year agreement will result in the continued deterioration of the facilities. To Mr. Rozzi's point, the rotting wood was there long before August.

Mr. Centers reminded the Board that the motion in front of them tonight is strictly if they feel that Mr. Conley has remained compliant, then they should renew the lease. If they feel he has not, then they should not renew.

Mr. Sousa commented that while the park does not have immediate neighbors, we would not allow another property in the Township to remain in this condition given the other items on the agenda are in relation to nuisance properties. We are staying consistent in getting these types of concerns resolved.

Mr. Cordrey made a motion not to renew the *CTC Fields Lease Agreement* with Brian Conley per Section 24 of the original Lease Agreement. There was a second from Mr. Rozzi.

Roll call as follows:	Joe Rozzi	Yes
	Darryl Cordrey	Yes
	Mark Sousa	Yes

-Resolution 20-1202: Providing for and authorizing the removal of refuse and debris at 9457 Schlottman Road.

This is a Resolution providing for an authorizing the removal of refuse and debris from specified property in Hamilton Township, declaring a nuisance and declaring an emergency. The property owner has been given all proper notification but refused to comply.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 20-1202.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

-Resolution 20-1202A: Providing for and authorizing the removal of high grass and weeds at 5287 Appaloosa Circle

This is a Resolution providing for an authorizing the removal of high grass and weeds at the specified property in Hamilton Township, declaring a nuisance and declaring an emergency. The property owner has been given all proper notification but refused to comply.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 20-1202A.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes
	Joe Rozzi	Yes

-Resolution 20-1202B: Authorizing the Administrator to enter into an intergovernmental agreement with other political jurisdictions for the Warren County Tactical Response Unit

This Resolution allows Hamilton Township to remain in the Intergovernmental Agreement with the Warren County Tactical Response Unit. This is an annual agreement with no notable changes from the previous year.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 20-1202B.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

-Resolution 20-1202C: Increase in Appropriations (CARES Funds)

A Resolution authorizing and approving an increase in Township Appropriations for the Coronavirus Relief Act (CARES Act) Fund to reconcile budgets for calendar year 2020.

The Warren County Commissions have released the initial CARES Act Relief funds and some jurisdictions did not use their total amounts received. These unspent funds were sent back to Warren County and redistributed to those jurisdictions that did use all their allotted funds, such as Hamilton Township.

Hamilton Township is receiving an addition \$107,895.22 from this distribution of funds, which will be encumbered into the Coronavirus Relief Act (CARES Act) Fund Line Item 2272, *Other Expenses* in the amount of \$107,895.22 for a total amount of \$1,309,971.06.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 20-1202C.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Fiscal Officer's Report

Mr. Weber does not have anything to report at this time. The next report will be held at the next meeting.

Administrator's Report

Mr. Centers explained after another fire on the SUMCO property, the owners are working with the Township to demolish the existing building and clean up the site. This should be done within the next 45 days.

The audio/video upgrades in the meeting hall should be occurring in the next week. Everything should be in place by the next meeting.

The proposed 2020 Comprehensive Plan is ready for review and will be brought before the Board at the next meeting. This has been a long process with the Regional Planning Commission, our committee here and our Stakeholders. We have done a virtual open house and received some feedback which has resulted in the final draft before the Board.

Lastly, in 2021 the Board will most likely see vacation roll overs on employee anniversary dates since there wasn't the greatest opportunity to use vacation time this year.

Trustee Comments

Mr. Sousa stated that we ended up funding 12 small business grants at the maximum amount of \$10,000. They are all very appreciative. Mr. Sousa publicly acknowledged Mr. Hickey's willingness to step up and continue to help in different aspects with the Township specifically at the latest SUMCO fire.

Mr. Rozzi thanked our Police and Fire Chief's for the support and protection for the Township over the Thanksgiving holiday. He also encouraged everyone to participate in the decorating contest. Thank you to staff for the work on the Comprehensive Plan as well.

Mr. Cordrey also encouraged everyone to participate in the "Trim the Township" Decorating Contest. He thanked staff for the continued work even while remote. He reminded everyone to stay safe and continue to take care of each other during this time.

Executive Session

Mr. Cordrey made a motion to enter into Executive Session at 7:22 pm in reference to O.R.C. 121.22 (G) (3) To conference with an Attorney for the public body concerning disputes with the public body that are subject to pending or imminent court action. There was a second from Mr. Rozzi.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Mr. Cordrey made a motion with a second from Mr. Rozzi to come out of Executive Session at 8:15 pm.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Adjournment

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn at 8:15 pm.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes