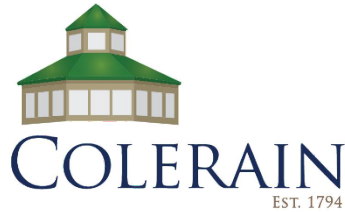


Regular Meeting of the Board of Trustees - January 11

January 11, 2022

- 1. Opening of Meeting**
- 2. Executive Session 6:00PM**
- 3. Pledge of Allegiance 7:00PM** - Lead by Cub Scout Pack 24 attached to St. James Church in White Oak.
- 4. Meditation (Moment of Silence)**
- 5. Approval of Minutes**
- 6. Presentations**
 - a. Presentation by Chief Walls Department of Fire & EMS 2021-2026 Strategic Plan
- 7. Public Hearings**
 - a. Public Hearing - Dunlap Grove Lighting District
 - b. Public Hearing - Hunters Ridge 2021 Lighting District
 - c. Public Hearing - Sidewalk Maintenance Assessments - Portion of Arborwood, Grovewood, and Springdale
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - b. Resolution Declaring Junk Motor Vehicles
 - Public Services**
 - a. Resolution Adopting Sidewalk Maintenance Assessments - Portions of Arborwood, Grovewood, and Springdale
 - b. Motion Authorizing Township Administrator to Execute a Grant Agreement with SORTA for Bus Pull Offs
 - c. Motion Authorizing Township Administrator to Execute a Contract with Adleta Construction for the 2022 Road Program
 - Development**
 - a. Motion Setting Public Hearing on Case ZA2021-07 Text Amendment for Mobile Food Service Uses on February 8, 2022 at 7PM
 - b. Motion Setting Public Hearing on ZA2021-09 Zoning Map Amendment for 3545 - 3547 Springdale Road on February 8, 2022 at 7PM



- c. Motion Setting Public Hearing on Case ZA2022-01 a Text Amendment Regulating Charitable Donation Containers on February 8, 2022 at 7PM
- d. Motion to Appoint Member to the Board of Zoning Appeals

Administration

- a. Resolution to Establish Dunlap Grove Lighting District
- b. Resolution to Establish Hunters Ridge 2021 Lighting District
- c. Motion to Purchase Four Bus Benches
- d. First Reading - Resolution Adopting Policy Book
- e. Motion to Appoint Trustee Matt Wahlert to the Hamilton County Solid Waste Management Policy Committee

12. Old Business

- a. Resolution Adopting Special Assessment Policy

13. Consent Items

- a. Donation Acceptance - Public Services - Park Bench
- b. Donation Acceptance - Department of Fire & EMS- \$100.00
- c. Donation Acceptance - Police Department - \$100.00
- d. New Hire - Police Clerk - Police Department
- e. New Hire - Police Officer - Police Department
- f. Promotion - Full-Time Firefighters - Department of Fire & EMS

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Presentation by Chief Walls Department of Fire & EMS 2021-2026 Strategic Plan

No action is requested by the Board.

Rationale:

Chief Walls will provide an overview of the Department of Fire & EMS 2021-2026 Strategic Plan.



2021-2026 Strategic Plan



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Forward

I am pleased to present the *Colerain Township Department of Fire and Emergency Medical Services 2021 - 2026 Strategic Plan*. This document will serve as the roadmap for the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) and the contents of this document are the culmination of countless ideas and months of time-consuming work. Colerain Fire & EMS is a model of what continuous improvement should look like be it the past, the present, or the future. By continuing to focus on continuous improvement, we will connect the existing version of our organization to what we believe we should look like to continue to meet the community's expectations.

Colerain Fire & EMS set forth to develop a dynamic strategic plan that would enable the department to accomplish its mission of providing first class all-hazards response and socially responsible programs to the residents, businesses, and visitors to Colerain Township with an engaged team of professionals that values involvement in our community. Following the concepts of a "Community-Driven Strategic Plan" it involved not only the department (internal stakeholders) but also those in the community (external stakeholders) affected by our services. External perspectives were obtained via a survey and this input provided valuable insight into community needs, expectations, and department perceptions.

The Strategic Planning process affirmed or re-affirmed the department's mission, vision, and core values which are the keystones of organizational purpose, direction, and character. The Strengths, Weaknesses, Opportunities, and Challenges (SWOC) Analysis identified key factors that affect organizational performance. When compared to core services, this analysis identified critical issues and service gaps in department performance. From this analysis, Colerain Fire & EMS established six objectives with corresponding goals, strategies, and initiatives.

We are committed to having an effective strategic plan and it consequently would be lessened without some type of performance measurement(s) that will allow us to distinguish success from failure. Therefore, performance metrics focused on inputs, outputs, efficiency, service quality, and outcome will be developed. Performance metrics will be tracked using a metrics job aid and meetings will occur once per quarter to report on the status of objectives, goals, initiatives, and strategies as well as provide annual progress reports to the Fire Chief.

My sincere thanks to all of those involved including survey participants (external stakeholders) and the department (internal stakeholders). Additionally, my thanks to Township Administration and the Board of Trustees for their support in this endeavor. In closing, I have complete faith that this organization will embrace the direction and effort put forth in the strategic plan as presented in order to continue the path of continuous improvement and organizational excellence.

M. Allen Walls, MSOL EFO NRP
Chief of Department
Colerain Township Department of Fire and Emergency Medical Services

~ A Mission Focused and Value Driven Organization ~

Colerain Fire & EMS Strategic Plan 2021-2026

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Organizational Background

Colerain Township, located in northwestern Hamilton County, is one of the largest townships in the state of Ohio geographically encompassing 42.9 square miles of land area and 0.3 square miles of water area. Population wise, Colerain Township is also one of the largest townships in the state of Ohio with 59,376 permanent residents. It's estimated though that during regular business hours the townships population can exceed 100,000.

The Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) has a history dating back to 1975 when the Groesbeck Volunteer Fire Department and the Dunlap Volunteer Fire Department merged, and Colerain Fire & EMS was organized. Colerain Fire & EMS is a *combination* fire department consisting of 85 career and 63 part-time paid personnel (uniformed, administrative, and fleet maintenance). Colerain Fire & EMS maintains an Insurance Services Office (ISO) Class 1 rating. Maximum daily staffing is 33 personnel with 25 career and 8 part-time paid personnel. Colerain Fire & EMS provides emergency services from five fire stations which include five Advanced Life Support (ALS) engine companies, one ALS aerial ladder company, five ALS ambulances, one Basic Life Support (BLS) heavy rescue, two water tankers, and one battalion chief. Colerain Fire & EMS is the sole provider of fire and EMS to Colerain Township.

Since its organization in 1975, Colerain Fire & EMS has evolved to one that is an all-hazards response agency that includes community risk reduction; public education; socially responsible programs; fire investigation, origin, and cause; domestic preparedness, planning, and response; advanced life support (ALS) EMS response; technical rescue; hazardous materials response; along with fire suppression. In addition, Colerain Fire & EMS has its own fleet maintenance division.

Present day, Colerain Fire & EMS is an organization focused on our Mission and driven by our Values and Pride (MVP). MVP is the mainstay of our organizational philosophy. MVP is at the heart of all our decision-making and is also at the heart of all our relationships. Doing so allows us to engage the emotional energy of our front-line members, emphasizes our rich legacy and organizational history, demonstrates our shared values, and fosters a 3-musketeer mentality of “one for all and all for one”. Colerain Fire & EMS embraces selfless service and making a difference in the lives of those we serve from five fire stations, a training center, a training tower, and fire headquarters. We do all of this by being *Fully Involved – Fully Engaged*.



Fire Station 25: 3251 Springdale Road



Fire Station 26: 3360 West Galbraith Road



Fire Station 102: 11474 Colerain Avenue



Fire Station 103: 6000 Thompson Road



Fire Station 109: 2850 West Kemper Road



Colerain Township Training Center: 11865 Colerain Avenue



Colerain Township Training Tower: 4200 Springdale Road

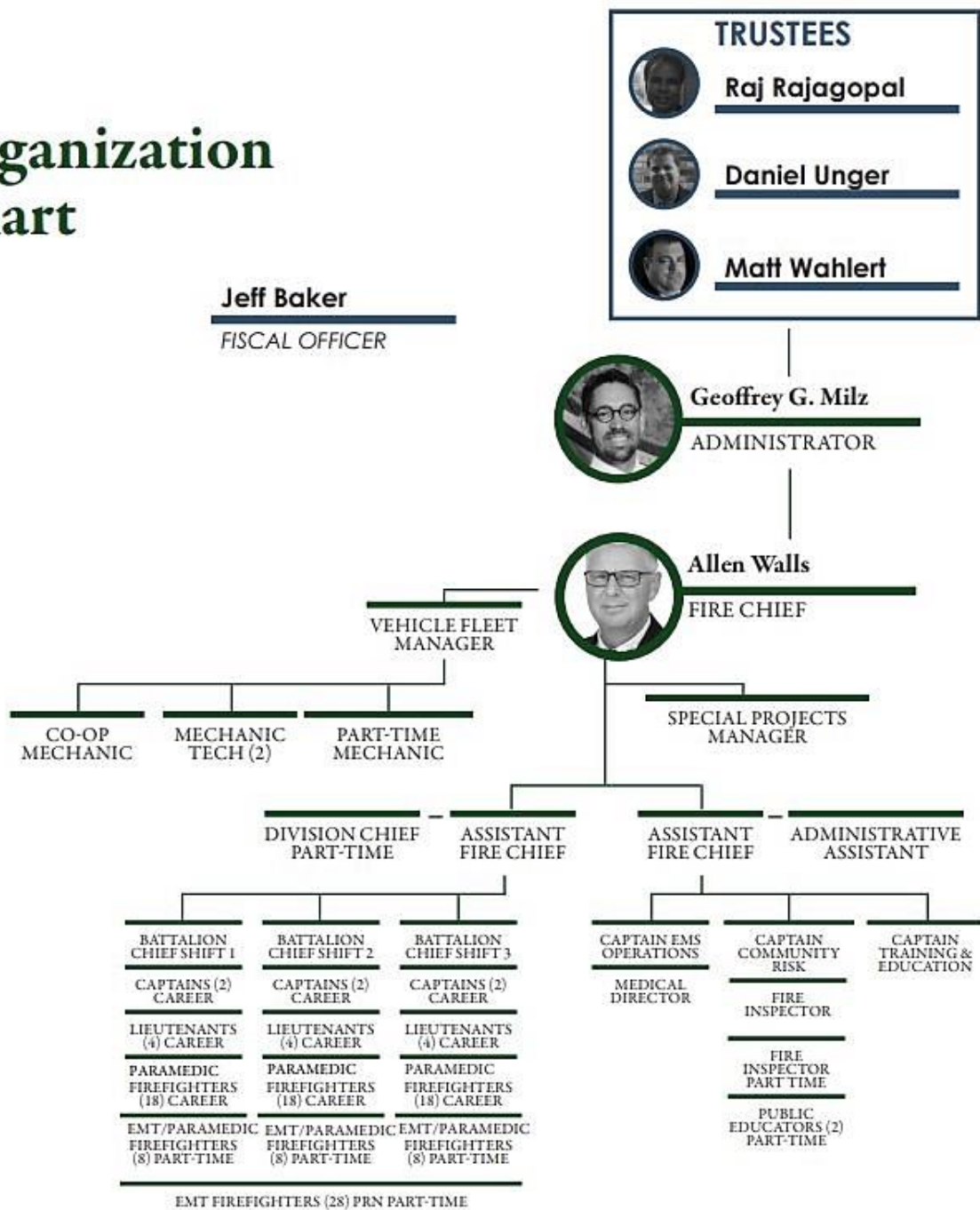


Fire Headquarters: 4160 Springdale Road



Organizational Structure

Organization Chart



Community-Driven Strategic Planning

Strategic planning is a management tool offering a structured process for developing comprehensive plans. According to Wallace (2006), “Strategic planning involves identifying the operations that need to be taken today to create an ideal future with a full understanding of the issues you face and the environment you function within” (p. 46). Public service organizations also understand that community expectations dictate current services and greatly influence future direction. Therefore, public expectations demand that Colerain Fire & EMS provide programs and services that meet community needs.

Public service needs continue to increase, while dollars and other resources continue to shrink. Facing budgetary constraints and limited resources, organizations must examine their operational practices to find ways to become more effective and efficient. To work more efficiently with the available resources, organizations must establish direction based on constructive efforts while eliminating programs that do not serve the community.

It is these issues that drive organizations to implement strategic planning as a critical component of its management philosophy. To ensure that community needs were incorporated, the Community-Driven Strategic Planning process was used to develop the Colerain Fire & EMS Strategic Plan. The motivations for strategic planning include:

1. Provides for clarity, direction, and focus by answering four questions:

- a. What do we want to achieve? (Vision)
 - i. Overarching aspirations of what we hope to achieve.
- b. What is our purpose? (Mission)
 - i. Why do we exist?
 - ii. How do we create value for the community?
- c. How do we do what we do? (Values)
 - i. What we believe in and how people in the organization are expected to behave with each other and with customers.
- d. How are we going to get there? (Plan)

2. Drives organizational alignment.

- a. Having everyone participate in the process fosters collegiality and creates an opportunity for discussion on the direction of the organization, which is why strategic planning often results in cultural transformation.

3. Communicates the message.

- a. Serves as a communications vehicle for what must be done to create short- and long-term sustainability.

Effective strategic planning benefits from a consistent and cohesively structured process employed across all levels of the organization. Thus, a sense of urgency should pervade a community-driven organization. Planning is a continuous process, one with no clear beginning and no clear end. While plans can be developed on a regular basis, it is the process of planning that is important, not the publication of the plan itself. The planning process must be dynamic

and inherently flexible. New information from customers, like-providers, and life changes must be factored into the planning process. Thus, the strategic plan must be an operationally useful document. Finally, strategic planning provides a common pathway of where the organization is going, how stakeholder's (internal and external) can work towards that common purpose, and how progress and levels will measure success.

The Community-Driven Strategic Planning Process Outline

1. Define the programs provided to the community.
 - Chief Officers and Administrative Captains
2. Establish the community's service program priorities and expectations of the organization.
 - External Stakeholders
3. Identify any concerns the community may have about the organization, along with aspects of the organization that the community views positively.
 - External Stakeholders
4. Revisit the Mission Statement, giving careful attention to the services and programs currently provided, and which can logically be provided in the future.
 - Chief Officers and Administrative Captains
5. Revisit the Values of the organization's membership.
 - Chief Officers and Administrative Captains
6. Identify the internal Strengths and Weaknesses of the organization.
 - Internal Stakeholders
7. Identify areas of Opportunity or potential Challenges to the organization.
 - Internal Stakeholders
8. Identify the organization's critical issues and service gaps.
 - Chief Officers and Union Leadership
9. Determine strategic objectives for organizational improvement.
 - Chief Officers and Union Leadership
10. Establish realistic goals for each strategic objective.
 - Chief Officers and Union Leadership
11. Identify implementation strategies and initiatives for the accomplishment of each objective.
 - Chief Officers and Union Leadership
12. Determine the Vision of the future.
 - Fire Chief
13. Develop organizational and community commitment to accomplishing the plan.
 - Fire Chief

Acknowledgements

Colerain Fire & EMS Internal Stakeholders			
Administrative Staff	Unit One	Unit Two	Unit Three
Allen Walls <i>Fire Chief</i>	Steve Conn <i>Battalion Chief</i>	Shane Packer <i>Battalion Chief</i> <i>IAFF Local 3915</i>	Tim Beach <i>Battalion Chief</i>
Will Mueller <i>Assistant Fire Chief</i>	John McNally <i>Captain</i>	Mike Kaake <i>Captain</i>	Shawn Stacy <i>Captain</i>
Grant Burns <i>Assistant Fire Chief</i>	Scott Becker <i>Lieutenant</i>	Craig Niehaus <i>Lieutenant</i>	Tom Stall <i>Captain</i>
Greg Brown <i>Assistant Chief</i>	Eric Dauer <i>Lieutenant</i> <i>IAFF Local 3915</i>	Matt Vangen <i>Lieutenant</i>	Steve Hammons <i>Lieutenant</i>
Chris Hopkins <i>Captain</i>	Kris Prosser <i>Lieutenant</i>	William Benderman <i>FF/Paramedic</i>	Nick Hauser <i>Lieutenant</i>
Shane Packer <i>Captain</i> <i>IAFF Local 3915</i>	Eric Reifenberger <i>Lieutenant</i> <i>IAFF Local 3915</i>	Patrick Dixon <i>FF/EMT</i>	David Simonson <i>Lieutenant</i>
Mark Walsh <i>Captain</i>	Brendon Blair <i>FF/EMT</i>	Amber Francis <i>FF/Paramedic</i>	Craig Wullenweber <i>Lieutenant</i>
Jim Bowman <i>Fire Inspector</i>	Brandon Cable <i>FF/Paramedic</i>	Steve Kraemer <i>FF/EMT</i>	Jeff Benzing <i>FF/Paramedic</i>
	Allen Coley <i>FF/Paramedic</i>	Alex Pauly <i>FF/Paramedic</i>	Mike Cramerding <i>FF/ Paramedic</i>
	Joe Grayson <i>FF/Paramedic</i> <i>IAFF Local 3915</i>	James Riley <i>FF/EMT</i>	Jason Davis <i>FF/EMT</i>
	Landon Klaber <i>FF/Paramedic</i>	Tyler Seibel <i>FF/Paramedic</i>	Mark Gaynor <i>FF/Paramedic</i>
	Collin Lawson <i>FF/EMT</i>	Rick Williams <i>FF/Paramedic</i>	Dustin Geiger <i>FF/Paramedic</i>
	Morgan Mason <i>FF/EMT</i>		Vincent Heilmayer <i>FF/Paramedic</i>
	Alex Siemer <i>FF/Paramedic</i>		Tyler Humphries <i>FF/Paramedic</i>
	Renee Stiles <i>Paramedic</i>		Jake Laney <i>FF/Paramedic</i>
			Jake Merkel <i>FF/Paramedic</i>
			Paul Riedel <i>FF/Paramedic</i>
			Doug Rolf <i>FF/Paramedic</i>
			David Strittholt <i>FF/Paramedic</i>

Community Survey Findings

A key element of Colerain Fire & EMS's organizational philosophy is having a high level of commitment to the community as well as recognizing the importance of customer satisfaction. However, COVID-19 provided numerous challenges in respect to social distancing, community spread, and in person focus groups. Therefore, a survey for community stakeholders was developed and shared via electronic platforms to illicit feedback. The survey was comprised of the following seven questions:

1. Please select all that apply to you as an individual:
 - a. I am a resident of Colerain Township
 - b. I am an owner of a business in Colerain Township
 - c. I represent a faith-based organization within Colerain Township
 - d. Other
2. Colerain Township Fire and EMS provides a host of both emergency and non-emergency services. Please rank our core services in order of importance to you.
 - a. Emergency Medical
 - b. Fire Suppression
 - c. Special Operations
 - d. Technical Rescue
 - e. Community Risk Reduction
 - f. Socially Responsible Programs
 - g. Fire Vehicle Fleet Maintenance
3. What are your personal expectations of Colerain's Department of Fire and EMS?
4. In your opinion, what are the Colerain Township's Fire and EMS strengths? List up to five.
5. In your opinion, what are the Colerain Township's Fire and EMS weaknesses? List up to five.
6. If you are a Colerain Township Resident or business owner, please select the zip code in which your home or business resides.
7. Please included any other thoughts or comments.

Thus, Colerain Fire & EMS invited external stakeholders to render feedback on services provided. Respondents were asked to provide a prioritized perspective of the core programs and services provided by Colerain Fire & EMS. Additionally, input was gathered with the survey that focused on community association, personal (respondent) expectations, strengths, weaknesses, representative zip code, as well any other thoughts or comments about Colerain Fire & EMS that they may have. Answers to these questions are provided in the appendices of this document. Colerain Fire & EMS utilized all feedback from the survey in understanding the current challenges encountered within the organization, as well as to ensure alignment with the work

completed on the organizational mission, vision, values, and strategic objectives for improvement.

Community Priorities

To best dedicate time, energy, and resources to services most desired by its community, Colerain Fire & EMS needed to understand what the customers consider to be their priorities. With that, the community stakeholders were asked to prioritize the core services offered by Colerain Fire & EMS through a process of direct comparison. To rank core services in order of importance, respondents were asked to list, in priority order, the seven core services. The weighting of the core services was as follows: if a core service was the respondent's first priority, then it received seven weighted points. Weighting gradually decreased so that if it was the respondent's seventh priority, then it received one weighted point. The results of the prioritization were as follows:

Programs	Ranking	Score
Emergency Medical Services	1	327
Fire Suppression	2	279
Special Operations	3	194
Technical Rescue	4	186
Community Risk Reduction	5	139
Fleet Maintenance	6	111
Socially Responsible Programs	7	108

See Appendices 1-6 for a complete list of the survey findings including residential status, zip code, personal expectations, department strengths, department weaknesses, and other thoughts and comments.

Vision

Vision statements are statements of an organization's overarching aspirations of what it hopes to achieve or to become. Colerain Fire & EMS has developed the following vision statements for the 2021-2026 Strategic Plan:

- Conceptualize and implement what the future for Colerain Fire & EMS will look like, while embracing our heritage, and continuously evolve with the ever-changing landscape.
- Reframe Colerain Fire & EMS and identify the future culture that will allow the organization to be agile and proactive.
- Advance the ability to thoroughly inspect, clean, transform, and model response time data with the goal of highlighting useful information, suggesting conclusions, and supporting enhanced data driven decision making to improve operations.
- Champion a comprehensive health and wellness program that preserves the physical, mental, and spiritual health of our employees.
- Build a network of partners that allows Colerain Fire & EMS too effectively, and efficiently, provide services to our residents, business owners, and visitors.
- Address organizational sustainability matters to maintain, or increase the level of service provided, while minimizing the impact to taxpayers.

- Advance the use of technology to improve service delivery.
- Embrace diversity and inclusiveness, to achieve far-reaching success, at Colerain Fire & EMS.

Mission

The mission statement conveys to stakeholders *why* the organization exists. It explains how the organization creates value for the market or the larger community. The focus of the mission must answer the following questions:

- Who are we?
- Why do we exist?
- What do we do?
- Why do we do it?
- For whom?

A workgroup met to revisit the current mission statement and after reflection and discussion the following mission statement was reaffirmed and accepted by the workgroup:

It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses, and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

Values

Values define what the organization believes in and *how* people are expected to behave. In essence, values are the *moral compass* that we must all live by as representatives of Colerain Fire & EMS. Colerain Fire & EMS has three sets of values: organizational, action oriented, and humanistic. A workgroup met to revisit the current values and after reflection and discussion the following values were reaffirmed and accepted by the workgroup:

Organizational

Customer Service

Intentional efforts to understand the needs of others and to be of assistance. We are dedicated to providing superior customer service.

Teamwork

Working together towards a common goal. We each bring our own skills and experience, yet we recognize that we are better together. We support and depend on each other to achieve our goals.

Trust

The trait of deserving confidence. We build trust through honesty, fairness, pride, and accountability of all employees.

Mutual Respect

Showing due deference to the innate dignity and value of others. We honor the rights and beliefs of our fellow employees, officers, elected officials, community residents and visitors and treat them with the highest degree of dignity, equality, and trust.

Growth and Nurturing

Continued development of an organization and its people. We promote an atmosphere that encourages individual growth, participation, creativity and acknowledge the achievements of our employees.

Humanistic*Compassion*

Deep awareness of the suffering of others coupled with the wish to relieve it.

Commitment

Being bound emotionally or intellectually to a course of action or to another person or persons.

Integrity

Strict adherence to moral values and principles.

Action Oriented*Bravery*

The quality that allows someone to do things that are dangerous or frightening.

Courage

The state or quality of mind or spirit that enables one to face danger, fear or challenges with confidence and resolution.

Honor

Principled uprightness of character; personal integrity.

Core Services

Internal stakeholders identified the core services provided to the community, as well as many of the services that enable the organization to deliver those programs. The organizations core services are provided below:

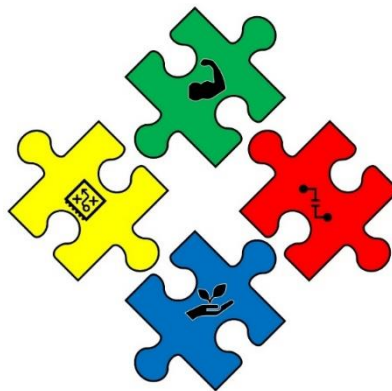
Core Services of Colerain Fire & EMS		
Emergency Medical Services	Fire Suppression	Special Operations
Technical Rescue	Community Risk Reduction	Fleet Maintenance
Socially Responsible Programs		



SWOC Analysis

A strengths, weaknesses, opportunities, and challenges (SWOC) analysis is a precursor to strategic planning and is performed to assess an organization from a critical perspective. Organizations must manage tension between capacities and intentions in relation to the opportunities and challenges it faces. A SWOC analysis clarifies the nature of these tensions by juxtaposing two fundamental dimensions of existence. Good, strengths and opportunities, and negative, weaknesses and challenges. In addition, the present, strengths and weaknesses, and the future, opportunities, and challenges.

Figure 1: SWOC Analysis



Strengths

It is important for any organization to identify its strengths to assure that it can provide the services requested by the community and to ensure that those strengths are consistent with the issues facing the organization. Strengths represent an organization's competitive advantages. The following were identified as strengths for Colerain Fire & EMS:

- Community outreach and support
- Community partners
- Community support and involvement in non-traditional services
- Competency and experience
- Equipment and personnel protective equipment (PPE)
- Fleet services
- Incident management and safety
- Innovative and progressive strategy enhanced by being mission focused and value driven
- ISO Class 1 department
- Labor management relationship
- Leadership development program
- Leadership
- Patient care and customer service
- Service delivery and customer service models

- Staffing and crew integrity
- Training and education
- Value driven personnel

Weaknesses

For any organization either to begin or to continue to move progressively forward, it must not only be able to identify its strengths, but also those areas where it functions poorly or not at all. Weaknesses therefore represent areas for organizational improvement. The following were identified as weaknesses for Colerain Fire & EMS:

- Aging facilities and equipment
- Budget and financial constraints
- Cross staffing of apparatus
- Diversity
- Emergency Medical Services (EMS) delivery model
- Weakening of Emergency Medical Technician (EMT) skills
- Interdepartmental communications
- Recognition programs
- Salary compensation and the ability to retain and recruit talented employees
- Transparency

Opportunities

The focus of opportunities is not solely on existing service, but on expanding and developing new possibilities both inside and beyond the traditional service area. Opportunities serve as growth goals for an organization. The stakeholders identified the following potential opportunities:

- Budget review
- Communication between labor and management for collaborative opportunities
- Community partners
- Compensation for retention of employees
- EMS delivery model
- Grants and supplemental funding opportunities
- Health and safety initiatives
- Hidden talent
- Improved technology
- Overtime cards
- Public interaction
- Purchasing committee

- Tax increment financing (TIF) districts
- Turnover/retention/retirement

Challenges

To draw strength and gain full benefit of any opportunity, the challenges to the organization, must also be identified in the strategic planning process. By recognizing possible challenges, an organization can greatly reduce the potential for loss or missed opportunities. The success of any strategic plan is the understanding that challenges are not completely or directly controlled by the organization. They are however watch items and can be overcome. The stakeholders identified the items below as challenges:

- Aging infrastructure (facilities and apparatus) and the need for capital improvements
- Budget and financial constraints
- Depth of skills and experience
- Grants
- Green initiatives
- Internal levy support
- Levy funding
- Midwest group and working relationships with partners
- Morale
- Retention and pay
- Technology



Critical Issues and Service Gaps

A review was conducted of Colerain Fire & EMS core services and programs in addition to the SWOC analysis. From this review, critical issues and service gaps were identified. Resolving these factors provided the basis for the development of Strategic Objectives and Goals. The following tables list critical issues and service gaps.

Critical Issues		
Infrastructure	Internal Communication	Staffing Model
Compensation	Funding	Retention

Service Gaps		
First Class All Hazards Response • Accreditation • Administrative Staff • Infrastructure • Operations Staffing Level(s)	Socially Responsible Programs • Community Health Coordinator • Community Paramedicine • Program Management • Public Educator	Engaged Team of Professionals • Communication • Morale

Objectives, Goals, Strategies, and Initiatives

Colerain Fire & EMS's Strategic Plan revolves around six objectives. Each objective is supported by and accomplished through a series of goals and more specific strategies and initiatives. In the context of this strategic plan, objectives are defined as overarching visionary statements that guide the future direction of the department. The goals listed beneath each objective outline a plan of tasks or actions for achieving the goal. Below each goal is a set of strategies and initiatives which are specifically designed to help implement the goal and ultimately reach the stated objective.

Colerain Fire & EMS Strategic Objectives		
Physical Resources	Workforce Planning	Service Delivery
Recruitment, Hiring, and Retention	Accreditation	Fiscal Health



Strategic Plan Framework

Strategic Objective 1	Physical Resources - Maintain, improve, or acquire facilities, apparatus, and equipment that are needed to support department programs and services.
Goal 1A	Identify need to update, maintain, or improve existing facilities.
Time Frame	6 Months
Responsible Party	Allen Walls
Strategies and Initiatives	1. Identify mechanism to quantify needs. • Evaluate age and conditions of facilities • Develop resource list 2. Compare and study current stations to best practices, codes, and standards. • Assess location of current stations • Evaluate need for relocation of current stations or need for additional stations 3. Create a plan to address items in priority order. • Obtain cost analysis 4. Report the findings to the leadership team for future disposition and guidance. • Prioritize needs and budget accordingly

Goal 1B	Identify need to update, maintain, or replace department apparatus.
Time Frame	3 Months
Responsible Party	Allen Walls
Strategies and Initiatives	1. Identify mechanism to quantify needs. • Evaluate age and conditions of apparatus • Evaluate replacement cycle for entire fleet • Develop resource list 2. Compare and study current apparatus to best practices and standards. 3. Create a plan to address items in priority order. • Obtain cost analysis • Evaluate benefits of lease versus purchase 4. Report the findings to the leadership team for future disposition and guidance. • Prioritize needs and budget accordingly

Goal 1C	Identify need to update, maintain, or replace department equipment.
Time Frame	6 Months
Responsible Party	Assistant Chief Brown – Ron Stenger
Strategies and Initiatives	1. Identify mechanism to quantify needs. • Evaluate age and condition of equipment • Update current inventory list • Develop resource list 2. Compare and study current equipment to best practices and standards. • Evaluate need for additional equipment 3. Create a plan to address items in priority order. • Obtain cost analysis 4. Report the findings to the leadership team for future disposition and guidance. • Prioritize needs and budget accordingly

Goal 1D	Establish an improvement process for all physical resources, based on age, condition, and priority.
Time Frame	6 Months
Responsible Party	Allen Walls – Assistant Administrator Jeff Weckbach
Strategies and Initiatives	1. Use resource list for capital improvement(s). 2. Utilize grants and other funding sources for procurement. 3. Adjust budget as necessary to meet needs for physical resources.

Strategic Objective 2	Workforce Planning - Develop a comprehensive workforce plan to create, sustain, and retain a viable workforce that can support our vision, mission, and values.
Goal 2A	Analyze all current workforce policies, procedures, and plans to identify strengths and weaknesses.
Time Frame	9 Months
Responsible Party	Assistant Chief Mueller
Strategies and Initiatives	1. Identify and evaluate mission critical functions. 2. Identify non-mission critical functions and evaluate. 3. Analyze current staffing levels. 4. Review the following policies and procedures using a SWOC approach: • Hiring policy • Employee benefits • Personnel evaluations • Promotional pay 5. Review position descriptions.

	6. Identify any policy and procedure components to retain, modify, or delete. 7. Compile the results for a comparative analysis. 8. Conduct the comparative analysis. 9. Report the findings to the leadership team for future disposition and guidance.
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Goal 2B	Determine the future workforce requirements and needs.
Time Frame	6 Months
Responsible Party	Allen Walls – Assistant Administrator Jeff Weckbach
Strategies and Initiatives	1. Conduct a demographic study of forecasted growth and population trends within the township. 2. Determine the business and residential growth plans/patterns in the township. 3. Identify emergency threats with potential to affect staffing or service delivery. 4. Identify external partners for workforce pipeline development. 5. Conduct a workforce readiness study. 6. Update the comprehensive classification and compensation study. 7. Identify the response patterns. 8. Report the findings to the leadership team for future disposition and guidance.

Goal 2C	Identify all deficiencies noted from the comparative analysis of current and future workforce requirements/needs.
Time Frame	6 Months
Responsible Party	Assistant Chief Mueller
Strategies and Initiatives	1. Compare and contrast the job position descriptions and classifications. 2. Compare and contrast all applicable policies, procedures and SOGs. 3. Identify personnel staffing levels and requirements. 4. Prioritize the deficiencies list. 5. Report the findings to the leadership team for future disposition and guidance.

Goal 2D	Develop processes necessary to address identified deficiencies.
Time Frame	12 Months
Responsible Party	Assistant Chief Mueller
Strategies and Initiatives	1. Update the hiring process, recruiting plan, and factors relevant to retention. 2. Update the training requirements for existing staff. 3. Analyze efficiencies and appropriateness of internal versus external training.

	4. Update applicable policies, procedures, and SOGs. 5. Construct a comprehensive workforce plan. 6. Report the findings to the leadership team for future disposition and guidance.
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Goal 2E	Implement the processes necessary to address the identified deficiencies.
Time Frame	18 Months
Responsible Party	Assistant Chief Mueller
Strategies and Initiatives	1. Implement the hiring process and recruiting plan. 2. Implement the training requirements for existing staff. 3. Implement the applicable policies, procedures, and SOGs. 4. Implement the comprehensive compensation plan.

Goal 2F	Evaluate/measure the results, identify target deficiencies (if any), develop adjustments to processes and re-implement the adjusted processes.
Time Frame	24 Months
Responsible Party	Allen Walls – Assistant Chief Mueller – Assistant Administrator Jeff Weckbach
Strategies and Initiatives	1. Calculate the retention rate and analyze existing data. 2. Calculate the injury and accident rates. 3. Calculate all health/dental/vision loss rates. 4. Calculate property/casualty loss rates. 5. Calculate worker's compensation loss rates. 6. Analyze customer service survey data. 7. Analyze post-incident review data. 8. Analyze employee satisfaction survey data. 9. Publish the results. 10. Identify policies, procedures, and SOGs requiring update.

Strategic Objective 3	Service Delivery - Deploy and manage our resources effectively.
Goal 3A	Evaluate the fire suppression program for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Assistant Chief Brown
Strategies and Initiatives	1. Establish a Program Review Committee to evaluate program performance. • Collect historical data • Determine the applicable call types • Determine all call locations • Determine all response time elements 2. Evaluate program performance through established objectives and performance measurements.

	3. Analyze program performance for each district for: • Baseline and benchmark response time criteria • Staffing objectives based upon type and magnitude of event • Community Risk Assessment factors (frequency, probability of occurrence, structures, water supply/alternative water supply requirements, special hazards, etc.) • Areas not meeting program performance objectives 4. Determine program needs through annual Program Reports. Determine external customer satisfaction utilizing survey tools. 5. Review and amend policies and procedures to support program needs.
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Goal 3B	Evaluate the EMS program for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Captain Dauer
Strategies and Initiatives	1. Establish a Program Review Committee to evaluate program performance. • Collect historical data • Determine the applicable call types • Determine all call locations • Determine all response time elements 2. Evaluate program performance through established objectives and performance measurements. 3. Analyze program performance for each district for: • Baseline and benchmark response time criteria • Staffing objectives based upon type and magnitude of event • Areas not meeting program performance objectives 4. Determine program needs through annual Program Reports. 5. Determine external customer satisfaction utilizing survey tools. 6. Review and amend policies and procedures to support program needs.

Goal 3C	Evaluate the technical rescue program for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Captain Stall – Assistant Chief Brown
Strategies and Initiatives	1. Establish a Programs Review Committee to evaluate program performance. • Collect historical data • Determine the applicable call types • Determine all call locations • Determine all response time elements 2. Evaluate program performance through established objectives and performance measurements.

	3. Analyze program performance for each district for: • Baseline and benchmark response time criteria • Staffing objectives based upon type and magnitude of event • Areas not meeting program performance objectives 4. Determine program needs through annual program reports. 5. Determine external customer satisfaction utilizing survey tools. 6. Review and amend policies and procedures to support program needs.
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Goal 3D	Evaluate the public education program for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Captain Walsh – Assistant Chief Mueller
Strategies and Initiatives	1. Establish programs review committee to evaluate program performance. 2. Develop and maintain public education programs that support community fire and life safety needs. 3. Determine program performance through established objectives and performance measurements identified in annual program reports. 4. Determine external customer satisfaction utilizing various survey tools. 5. Assess program needs through annual program reports. 6. Review and amend policies and procedures to support program needs.

Goal 3E	Evaluate the community risk reduction program for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Captain Walsh – Assistant Chief Mueller
Strategies and Initiatives	1. Establish programs review committee to evaluate program performance. 2. Develop and maintain fire prevention programs that support the department's code enforcement effort. 3. Determine program performance through established objectives and performance measurements identified in annual program reports. 4. Determine external customer satisfaction utilizing various survey tools. 5. Assess program needs through annual program reports. 6. Review and amend policies and procedures to support program needs.

Goal 3F	Evaluate community event programs for service delivery and customer expectations.
Time Frame	12 Months
Responsible Party	Captain Walsh – Lieutenant Prosser – Assistant Chief Mueller
Strategies and Initiatives	1. Establish a review committee to evaluate program performance. 2. Develop and maintain services that support community events. 3. Determine external customer satisfaction utilizing various survey tools. 4. Utilize Incident Action Plans (IAP's) to identify goals and objectives during community events. • Tactical Response Team (TRT) 5. Coordinate with Colerain Police Department for threat assessment(s). 6. Review and amend policies and procedures to support program needs.

Goal 3G	Develop a plan for a Mobile Integrated Healthcare Community Paramedicine (MIH-CP) Program.
Time Frame	24 Months
Responsible Party	Assistant Chief Mueller – Captain Dauer
Strategies and Initiatives	1. Determine the advantages to a MIH-CP Program. • Lowering super-utilizers • Relieve the EMS system in 911 Calls • Educate and help the underserved populations • Provide the proper care for the caller • Reduce hospital readmissions • Build more trust with the community 2. Determine the obstacles to a MIH-CP Program. • Financial sustainability • Additional roles for providers 3. Conduct a community needs assessment. • Working groups • Steering committees • Internal and external stakeholders 4. Develop the framework for a MIH-CP Program. • Multidisciplinary coordination and cooperation 5. Conduct a pilot MIH-CP Program. 6. Determine long term sustainability following pilot program.

Goal 3H	Identify outside agencies that support department programs and services.
Time Frame	12 Months
Responsible Party	Allen Walls
Strategies and Initiatives	1. Identify outside agencies that support the department programs and services. 2. Develop mutual aid agreements or MOUs.

Strategic Objective 4	Recruitment, Hiring, and Retention - Align recruitment, hiring, and retention practices to support department programs and services.
Goal 4A	Develop a recruitment strategy to create a broader, more diverse candidate hiring pool.
Time Frame	12 Months
Responsible Party	Assistant Chief Mueller – Battalion Chief Conn – Captain Hopkins
Strategies and Initiatives	1. Research recruitment strategies used by other departments. 2. Produce a video that highlights the department and emphasizes career and part-time opportunities at Colerain Fire & EMS. 3. Extend the recruitment region. 4. Develop and implement social media initiatives. 5. Align recruitment strategies with department needs.

Goal 4B	Develop a Junior Firefighter (Explorer) Program.
Time Frame	12 Months
Responsible Party	AJ Coley – Tyler Abbatiello – Assistant Chief Mueller
Strategies and Initiatives	1. Participate in local school districts to promote career opportunities at Colerain Fire & EMS. 2. Develop and implement a job shadowing program. 3. Develop and implement a mentoring program.

Goal 4C	Develop a probationary firefighter program for hiring evaluation.
Time Frame	12 Months
Responsible Party	Captain Dauer
Strategies and Initiatives	1. Determine core competencies and tasks necessary to evaluate probationary firefighters. 2. Develop a competency-based skills check-off booklet. 3. Conduct a 3-, 6-, and 9-month performance evaluation and provide probationary firefighters with feedback.

Goal 4D	Develop a retention strategy to prevent loss of experienced personnel.
Time Frame	18 Months
Responsible Party	Captain Dauer – Joe Grayson – Jim Bowman
Strategies and Initiatives	1. Organize a retention committee. 2. Identify reasons for loss of personnel due to intrinsic issues. 3. Identify reasons for loss of personnel due to extrinsic issues. 4. Develop a process to address identified issues with appropriate department leadership.

Strategic Objective 5	Accreditation - Prepare for, pursue, and achieve Accreditation status meeting Centers for Public Safety Excellence (CPSE)/Commission on Fire Accreditation International (CFAI) criteria.
Goal 5A	Form committee structures with management components as needed to pursue accreditation.
Time Frame	3 Months
Responsible Party	Division Chief Miller
Strategies and Initiatives	1. Identify the needed team or committee structure(s) for the various components of the accreditation process. 2. Create the management oversight positions to lead the teams or committees, as well as the process overall. 3. Establish team or committee member criteria. 4. Determine the composition of the teams or committees. 5. Solicit participation to meet the composition of the teams or committees. 6. Develop and complete the selection process. 7. Provide for the needed educational components provided through the Commission on Fire Accreditation International to ensure the relevant members have the needed training.

Goal 5B	Prepare and publish a community driven strategic plan.
Time Frame	Complete
Responsible Party	Allen Walls
Strategies and Initiatives	1. Define the programs provided to the community. 2. Establish the community's service program priorities and expectations of the organization. 3. Identify any concerns the community may have about the organization, along with aspects of the organization that the community views positively. 4. Revisit the Mission Statement, giving careful attention to the services and programs currently provided, and which can logically be provided in the future.

	5. Revisit the Values of the organization's membership. 6. Identify the internal Strengths and Weaknesses of the organization. 7. Identify areas of Opportunity or potential Challenges to the organization. 8. Identify the organization's critical issues and service gaps. 9. Determine strategic objectives for organizational improvement. 10. Establish realistic goals for each strategic objective. 11. Identify implementation strategies and initiatives for the accomplishment of each objective. 12. Determine the Vision of the future. 13. Develop organizational and community commitment to accomplishing the plan.
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Goal 5C	Conduct a community hazards and risks assessment and publish a Standards of Cover.
Time Frame	24 Months
Responsible Party	Division Chief Miller
Strategies and Initiatives	1. Obtain instruction on hazard and risk assessment, and standards of cover preparation. 2. Perform community hazards and risk assessment. 3. Evaluate historical community emergency response performance and coverage. 4. Establish benchmark and baseline emergency response performance objectives. 5. Establish and publish the Community Risk Assessment - Standards of Cover. 6. Maintain, and annually update the Standards of Cover document.

Goal 5D	Conduct and document a self-assessment appraisal utilizing CPSE/CFAI Self-Assessment Manual.
Time Frame	24 Months
Responsible Party	Division Chief Miller
Strategies and Initiatives	1. Obtain instruction on writing a CFAI self-assessment manual. 2. Assign self-assessment manual category and criterion writing to the district accreditation committee/team members as appropriate. 3. Review self-assessment and ensure all reference items are in order.

Goal 5E	Achieve agency accreditation by CFAI.
Time Frame	36 Months
Responsible Party	Division Chief Miller
Strategies and Initiatives	1. Apply for “Candidate Agency” status with the CFAI. 2. Prepare for CFAI Peer Assessor Team visit. 3. Upload Strategic Plan, Standards of Cover, and Self-Assessment Categories and Criterion for review and comment by CFAI Peer Team. 4. Host CFAI Peer Team site visit for accreditation review. 5. Receive CFAI Peer Team recommendation to CFAI for Accredited status. 6. Receive vote during the CFAI hearings in favor of accredited status.

Strategic Objective 6	Fiscal Health - Address organizational sustainability matters to maintain, or increase the level of service provided, while minimizing the impact to taxpayers.
Goal 6A	Ensure fiscal responsibility as a department by monitoring expenses and revenues monthly.
Time Frame	3 Months
Responsible Party	Allen Walls
Strategies and Initiatives	1. Review monthly, with executive level chief officer’s, expense, and revenue reports. • Obtain reports monthly from finance 2. Respond proactively to areas of concern. 3. Adjust budget needs for the next fiscal year.

Goal 6B	Monitor staffing levels and leave consumption to gauge workload balance.
Time Frame	3 Months
Responsible Party	Allen Walls – Assistant Chief Brown
Strategies and Initiatives	1. Determine the current and anticipated operational and administrative workload of the department. 2. Review applicable local, state, and national staffing standards. 3. Identify discrepancies between staffing levels, anticipated workload, and reviewed standards.

Goal 6C	Develop a policy for program and strategic plan goal managers to submit annual reports to the Fire Chief providing performance reports and financial resource needs for the upcoming fiscal year.
Time Frame	3 Months
Responsible Party	Allen Walls
Strategies and Initiatives	1. Compile list of program and strategic plan goal managers and publish. 2. Develop an administrative SOG for performance reports and financial needs for program and strategic plan goal managers. • Timeframe established for report submission for review and discussion for upcoming fiscal year

Goal 6D	Examine fixed costs associated with current delivery models and associated contracts.
Time Frame	3 Months
Responsible Party	Assistant Administrator Jeff Weckbach
Strategies and Initiatives	1. Develop a workbook with representative worksheets. • Personnel worksheet • Equipment costs worksheet (capital) • Materials costs worksheet (expended supplies) • Materials costs worksheet (other costs and expenses) • Incident tracking. • Combined costs worksheet

Goal 6E	Encourage application for and use of relevant grant opportunities, subsidies, and other expense reimbursement programs.
Time Frame	Ongoing
Responsible Party	Chief Officers
Strategies and Initiatives	1. Assistance to Firefighters Grant. 2. Staffing for Adequate Fire and Emergency Response Grant. 3. Fire Prevention and Safety Grant. 4. EMS billing revenue and reimbursement. • Increase revenue 5. Motor vehicle crash (MVC) billing and reimbursement. • Viability 6. Hazardous materials response billing and reimbursement. 7. False alarm billing and reimbursement. • Viability

Goal 6F	Explore Public Private Partnerships (3P).
Time Frame	Ongoing
Responsible Party	Allen Walls
Strategies and Initiatives	1. Determine the advantages and disadvantages of a 3P. 2. Is it advantageous to proceed with a 3P model for infrastructure improvements or replacements?

Goal 6G	Leverage Tax Increment Financing (TIF) Monies for Capital Improvements.
Time Frame	Ongoing
Responsible Party	Allen Walls
Strategies and Initiatives	1. Understand the use of TIF monies for capital improvement projects (infrastructure). 2. Conduct a needs assessment and prioritize needed infrastructure. 3. Work with Township Administration to leverage TIF monies accordingly.

Performance Measurement

The effectiveness of strategic planning would be significantly lessened without establishing some type of performance measure(s) that allows Colerain Fire & EMS to distinguish success from failure. In addition, an implementation team will be necessary in order to assign responsibility for completion of objectives, goals, strategies, and initiatives. Specifically, performance measurements will allow Colerain Fire & EMS to “manage-for-results” using defined criteria reflecting:

- How well an organization is doing.
- If an organization is meeting its objectives.
- If customers of service are satisfied.
- If and where improvements are necessary.

Following this concept, Colerain Fire & EMS will develop performance metrics focusing on:

- Inputs – resources used to produce an output.
- Outputs – quantity or number of units produced which are service oriented and measurable.
- Efficiency – measurement comparing inputs used per output.
- Service quality - degree to which customers are satisfied with a service or how accurate or timely a service is provided.
- Outcome – qualitative consequence associated with the service (benefit to the customer).

Colerain Fire & EMS will track progress with a metrics job aid. The implementation team will meet once per quarter to report on the status of each objective as well as provide annual progress reports to the Fire Chief.

The Success of the Strategic Plan

The success of the plan will not be measured strictly by the implementation of objectives, goals, strategies, and initiative’s; but rather from the realization of the department’s vision, the support received by Colerain Township elected officials, employees of the department, and the community. This plan brought together Colerain Fire & EMS management, IAFF Local 3915, its employees, and its customers in working towards a common purpose. It is this vested interest and support that will ultimately enable the department to carry forth this plan. Everyone who has a stake in the present and the future of Colerain Fire & EMS also has a role and responsibility in this Strategic Plan.

The final step in the community-driven strategic planning process then, is to develop organizational and community commitment to the plan. Therefore, it is with great pride that Colerain Fire & EMS presents this plan to Colerain Township, its citizens, and its business owners.

Glossary of Terms, Acronyms, and Initialisms

Accreditation: A process by which an association or department evaluates and recognizes a program of study or an institution as meeting certain predetermined standards or qualifications. It applies only to institutions or agencies and their programs of study or their services.

Accreditation ensures a basic level of quality in the services received from a department.

Accredited: The act of accrediting or the state of being *accredited*, especially the granting of approval to an institution or department by an official review board or organization that has established nationally accepted standards.

Advanced Life Support (ALS): A set of life-saving protocols and skills that extend Basic Life Support to further support circulation (pulse) and provide an open airway and adequate ventilation (breathing). Victim care tasks typically associated with ALS include cardiac monitoring, intubation, and administering IV medications.

Aerial Ladder: A hydraulically powered ladder, mounted on a vehicle that also carries several different length extension ladders, and possibly extrication gear, ventilation equipment, and lighting.

Basic Life Support (BLS): Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State of Ohio. Those working in basic life support also need to have critical-thinking and problem-solving skills and be able to work as part of a team to deliver the best care possible and improve patient outcomes.

Customer(s): The person or group who establishes the requirement of a process and receives or uses the outputs of that process; or the person or entity directly served by the department or agency.

Engine: A fire suppression vehicle that has a water pump and, typically, is designed to carry fire hose and a limited supply of water.

Heavy Rescue: A type of specialty firefighting or emergency medical services apparatus. They are primarily designed to provide the specialized equipment necessary for technical rescue situations such as auto accidents requiring vehicle extrication, building collapses, confined space rescue, rope rescues and swiftwater rescues.

Insurance Services Office (ISO): An advisory organization that collects information useful in many aspects of insurance underwriting. Through the *Public Protection Classification Program* (PPC), ISO evaluates municipal fire-protection efforts in communities throughout the United States. Insurance companies use PPC information to help establish fair premiums for fire insurance — generally offering lower premiums in communities with better protection. The ISO PPC rating is from 10 - 1. With "1" being the best.

Special Operations: Consists of both Rescue and Hazardous Materials (Haz-Mat) operations and all the disciplines that fall within those functions.

Stakeholder: Any person, group, or organization that can place a claim on, or influence the organization's resources or outputs, is affected by those outputs, or has an interest in or expectation of the organization.

Strategic Goal: Identify Colerain Fire and EMS' desired future conditions or results to be obtained for each of the strategic plan's elements.

Strategic Initiative: An act or strategy intended to resolve a difficulty or improve a situation; a fresh approach to something.

Strategic Objective: Defines the actions and measures necessary to meet the conditions or results desired from a strategic goal.

Strategic Strategy: A plan of action or policy designed to achieve a major or overall aim.

Technical Rescue: Refers to those aspects of saving life or property that employ the use of tools and skills that exceed those normally reserved for firefighting, medical emergency, and rescue.

Water Tender (Tanker): A wheeled fire apparatus equipped to carry large volumes of water to a fire. Often used in areas without an adequate or universal water supply system, such as rural areas without hydrants. They may carry anywhere from 1,500 to 7,500 gallons of water.

Works Cited

Wallace, M. (2006). *Fire Department Strategic Planning: Creating Future Excellence* (2 ed.).
Tulsa, OK: PennWell Corporation.

Appendix 1

Please select all that apply to you as an individual:	
Resident	46
Business Owner/Resident	2
Faith-Based Organization	0
Other	2
Total Respondents	50

Appendix 2

If you are a Colerain Township Resident or business owner, please select the zip code in which your home or business resides.	
45231	5
45239	5
45247	6
45251	21
45252	10
No Response	1

Appendix 3**What are your personal expectations of Colerain's Department of Fire and EMS?**

- 5–10-minute response max
- Approachable
- Appropriate & well-maintained equipment and facilities
- Be able to show up as quickly as possible when emergency arrives
- Be on the cutting edge of response and treatment
- Be ready at all times
- Be there when needed
- Become the preeminent training center of southwest Ohio
- Care
- Caring
- CFD has the necessary equipment for the above
- Colerain residents should not get a bill for EMS services & trip charges
- Community activities
- Community engagement
- Community involvement
- Community oriented
- Continue visionary programs
- Continuing to be an educational resource for our community
- Courage
- Courtesy
- Crew training and certifications
- Dedication
- Dependability
- Educate the community
- Educate the public
- Efficiency
- Emergency medical services
- Employee job knowledge & proficiency
- EMS
- Enough personnel
- Enough staff
- Equipment maintenance and readiness
- Experience
- Expert training
- Fast response
- Fast response
- Fast response & actions with adequate staffing
- Fast response times
- Fire extinguishment

- Fire prevention
- Fleet and firehouse maintenance
- Friendly service
- Have enough staff to serve the residents of the township in emergency incidents
- Have enough trained staff
- Have the best training to handle any situation that arises
- Hazmat
- Helpfulness
- Home and wildfire suppression
- Honesty
- Kindness
- Knowledge of job
- Knowledge to respond correctly
- Knowledgeable
- Knowledgeable
- Knowledgeable
- Knowledgeable
- Latest technologies/equipment
- Maintained/reliable equipment
- Medical knowledge
- Modern equipment
- Mutual aid
- Open budget and spending process
- Pay comparable to top regional departments
- Pay for staff to compare with local organizations
- Pride
- Proactive community involvement
- Problem solving in unique situations - horse stables
- Professional
- Professional
- Professional
- Professionalism & courtesy towards customers
- Prompt response
- Proper staffing
- Provide education to communities in Colerain
- Provide Emergency Medical Response/Rescue to Citizens
- Provide fire safety to schools (school-age children) in Colerain
- Provide Fire Suppression Services within the Township
- Provide Medical and Fire Safety Education within Township
- Provide Risk Mitigation within the Township
- Public safety
- Put out fires
- Quick response

- Quick response time
- Quick response to fire emergencies
- Quick response to medical needs
- Quick response when I call
- Quick service
- Reaching out to necessary assistance when needed
- Reasonable cost for services
- Reasonable response times
- Reliable
- Resourceful
- Respectful and courteous
- Respond to emergency calls in a timely (quick) manner
- Respond to fire/medical needs in a timely manner
- Responsibility
- Safety for others and themselves
- Safety of the personnel
- Serve the community in area of safety
- Solve problems
- Speedy response
- Strive to be the best in the area, they are
- Successful evaluation of emergency situations
- Successfully getting situation under control / contained
- Supply us with enough personnel to service us
- Taking care of people
- That they are a source of quality information for citizens. i.e., CPR, AED, CFA, etc.
- They have current expertise for most medical situations
- They have current training to fight fires
- They hire and retain quality personnel based on the needed skills
- They meet all of my expectations already!
- Timeliness
- Timely
- Timely response
- Timely response
- Timely response
- Timely service
- To be able to send each Firefighter/Paramedic home safely after each shift
- To be courteous
- To be informed and quick acting and professional
- To be knowledgeable of any situation that may be going on.
- To be professional
- To be professionals
- To be quick to respond to fires and medical emergencies

- To be safe and utilize best practices for themselves first, to be able to assist others as needed (see Mike Rowe's safety third concept)
- To be there when we need them
- To get to an emergency quickly
- To get to emergency fast
- To have ongoing training.
- To keep your ranking as one of the best
- To know what they are supposed to do
- To provide excellent medical care/ fire services when needed
- To respond in a timely fashion.
- To respond promptly when needed
- To serve the community as safely as possible
- Training
- Training
- Treat the community like family and stay involved actively for community development
- Trustworthy
- Understanding
- Up to date and functional equipment
- Up to date training
- Utilize funds produced by the public responsibly, and wisely
- Value pay to keep quality employees
- Well-kept equipment
- While realizing people are human, hiring carefully to weed out those who aren't sincere in their drive to help others.
- Working/updated equipment

Appendix 4**In your opinion, what are the Colerain Township's Fire and EMS strengths?**

- A family
- Ability to handle emergencies
- Administrative & managerial staff knowledge, skills, & abilities
- Always available no matter how small the question
- Always been timely
- Approachability
- Being available to community and other departments
- Brave
- Breadth of Equipment within Department
- Budget and expense management
- Caring
- Community outreach
- Community perception of a well-trained department
- Community service
- Community support
- Community, Twp. governing body, & Twp. admin. support
- Compassion
- Compassionate
- Compassionate employees
- Courteous
- Dedicate people work for Colerain
- Dedication to the service
- Educational
- Emergency Response Time
- Empathy
- EMS
- EMS well trained but need to continue training
- EMT s on trucks and squads
- Encourage ideas from staff for improvements
- Equipment
- Equipment
- Excellent training
- Experience
- Experience
- Facilities
- Fantastic training
- Fast
- Fast response
- Fire Response Time

- Fire suppression
- Friendly
- Friendly service
- Get the job done no matter what the element is
- Good service
- Great people
- Great reputation
- Great response time
- Great workers
- High level of care
- Highest rating FD
- Honest
- I don't have a personal experience to know what their strengths or weaknesses are
- Innovative
- Involvement with community in many ways
- ISO 1
- Kindness
- Knowledge
- Knowledge/Skills of Personnel
- Knowledge/training
- Knowledgeable
- Latest technologies
- Leadership
- Leadership in development of CRR programs
- Locations
- Multiple locations
- Nice people
- Ongoing Training
- Outreach
- Physically fit fire and EMS workers
- Positive attitudes
- Preparedness of current talented employees
- Professional
- Professional action / response
- Professional development opportunities
- Professional yet friendly
- Professionalism
- Prompt response times
- Promptness
- Proximity to our business
- Quick response
- Quick response time
- Quick service

- Reliable
- Respect
- Response time
- Responsiveness
- Size of Department
- Skilled work force
- Social programs
- Strength in leadership
- Strong
- Strong community involvement
- Strong values
- Such friendly staff
- Super Friendly
- The best
- There are quality departments surrounding Colerain for mutual aid
- They do community outreach
- They have quality training
- They have the equipment for the job
- Thorough
- Timely
- Top of the line
- Trained staff
- Training
- Very calming
- Very caring men and women
- Very fast response time
- Very high ranked
- Visibility
- Well equipped
- Well liked
- Well trained
- Well trained firefighters / EMTS PARAMEDICS
- Working equipment

Appendix 5

In your opinion, what are the Colerain Township's Fire and EMS weaknesses

- Administrative support is nonexistent
- Being open with community
- Budget is too low
- Can always use more equipment
- Can always use more personnel
- Cannot think of any.
- Continual upkeep and aging facilities, equipment, &/or vehicles
- Don't have personal experience with them to know these yet.
- Don't know any weaknesses
- Employee attrition/potential loss of talent & experience
- Employee turnover
- Employee's turnover and maintaining full staffing
- Funding
- Haven't seen any
- Haven't interacted enough lately to comment.
- I don't know of any
- I don't see any that I am aware of
- Lack of diversity in workforce
- Losing personnel to other departments
- Manpower full staff
- More community outreach
- More stations / staff
- N/A
- NA. I think the Township does a great job.
- Need more people? I see less people working there than before
- Need more police/fire/EMS
- Need to hire more full-time personnel
- Needs improvements to buildings
- No weakness. We have the best.
- None
- None in my opinion
- Not aware of any
- Not enough support from community
- Not having the most up to date fire trucks
- Not sure
- Notifying the public of dept. needs
- Other ways of informing residents' information
- Pool of candidates
- Public image

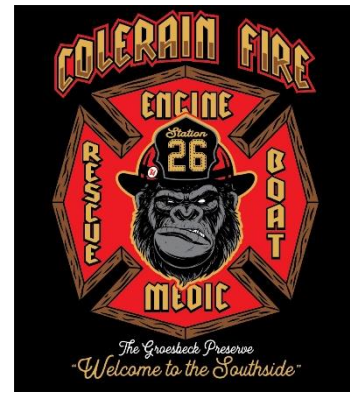
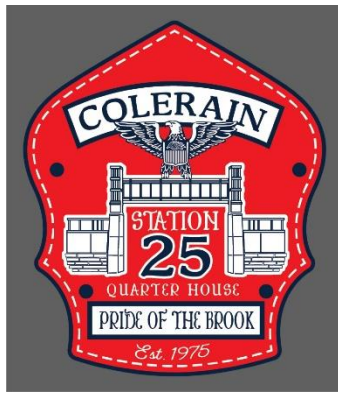
- Public image/perception of how much they do
- Quit focusing on junkies.
- Recruiting new personnel to fill vacancies and retirements
- Response time
- Spread thinly in large township
- Staffing levels not compliant with industry standards (i.e., NFPA)
- Stick with one brand of apparatus.
- Streamline the fleet.... get rid of some vehicles.
- Try to help provide more education and activities for school-ages kids (visit each school once per year for a fire safety event)
- Turnover seems like you are always hiring cops and FF
- Unsure

Appendix 6

Please included any other thoughts or comments.

- Find out if there is a way to put a flashing light by firehouse station 25 Springdale Road by Taylor Elementary. at the crest of the hill, it can be a warning for people both ways
- Great job
- Great job thank you
- Great job!
- Great organization to work with
- I am all for supporting with funds from taxes and whatever is needed
- I am so proud and honored to have such a wonderful Fire Department(s) serving our community. Helps my family rest easy! Thank you so much!!
- I appreciate the availability of the CFD.
- I love and support each and every one of you! Thank you!
- I think Colerain has an invaluable fire/ EMS team. I couldn't tell you how many times you've came out to help get my father-in-law off the floor or into bed. He's very weak and my mother-in-law is only 65lbs and sometimes she just can't get him up. The compassionate they feel each time they receive assistance is amazing. We thank you for this service when needed.
- I think you do a great job! Thank you, you are appreciated!
- Luckily no fire emergency, but many calls for my late husband. Also, after he passed, smoke alarm went crazy, they came, checked everything, and replaced it, no charge. Made me 1 happy old lady. Thank you for everything. Stay safe
- Maybe add a new station? Love you guys and what you do for us!!!
- N/A
- None
- One of the main reasons I remain in the township is specifically because of our Fire/EMS. There is deep, personal family history in the area, but the safe feeling of knowing we have one of the best departments around (possibly in the country) gives peace of mind.
- Please carry on. Y'all rock and I'm proud of your love for your profession and community.
- Strive for perfection and train to stay there
- Thank you for asking. I believe the Colerain EMS and Fire Dept. is the best in the surrounding area, and Tim Burns always praised the efforts of the dept.
- Thank you for your service!
- Think Colerain is very lucky to have so many caring EMS and Fire team our best to all
- We also need the police to respond in a more timely manner and to take our reports seriously. Sometimes they do not respond at all! Many have stopped calling for help.
- We have provided orientation to the operation of our stable and an introduction to how to act safely around horses. It has been done about every two years. It is time to reschedule.

- Wonder about the turnover rate of the emergency services workers? Compare that to other communities. Great measure to see what the worker bees think of their salaries and employer/leadership.
- You all do a great job. Please stay safe.
- Your department is greatly appreciated, and I want to thank you for your service.



Colerain Twp. Dept. of Fire & EMS
 4160 Springdale Road
 Colerain Township, Ohio 45251-1441
 (513) 825-6143
www.colerain.org

PUBLIC HEARINGS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Public Hearing - Dunlap Grove Lighting District

Recommend ADOPTION of a Motion to hold a public hearing for Dunlap Grove Lighting District.

Rationale:

As part of the Dunlap Grove Development, the developer is seeking to install street lighting at their expense. Per Duke Energy, the on-going costs of the street lights would need to be transferred to the property owners in the development through the establishment of a lighting district. Per ORC, the Trustees are required to hold a public hearing on this potential new lighting district before action can be taken.

PUBLIC HEARINGS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Public Hearing - Hunters Ridge 2021 Lighting District

Recommend ADOPTION of a Motion to hold a public hearing for Hunters Ridge 2021 Lighting District.

Rationale:

As part of the Hunters Ridge Development, the developer is seeking to install street lighting at their expense. Per Duke Energy, the on-going costs of the street lights would need to be transferred to the property owners in the development through the establishment of a lighting district. Per ORC, the Trustees are required to hold a public hearing on this potential new lighting district before action can be taken.

PUBLIC HEARINGS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Public Hearing - Sidewalk Maintenance Assessments - Portion of Arborwood, Grovewood, and Springdale
Recommend ADOPTION of a Motion to hold a public hearing for Sidewalk Assessments.

Rationale:

Historically, sidewalks along Colerain Township streets have been maintained by the adjacent property owner. Any defects or maintenance issues with the sidewalks (or driveway aprons) are considered property maintenance violations under the Township's Property Maintenance Code and are to be corrected by property owners.

In 2020, the Township conducted its first phase of the Sidewalk Maintenance Program, funded through CDBG dollars. In 2021, the Township was awarded grant money from CDBG for phase two of this program. After issuing a request for bids, the Township received two bids for the reconstruction of the sidewalks associated with this project. The contract with the successful bidder is contemplated later in this agenda item.

This public hearing provides residents with an opportunity to discuss potential assessments that will be issued related to the project. This public hearing is required by state law prior to the Trustee action related to an assessment. The affected residents were sent a letter with information about the program and were provided with the opportunity to complete the work themselves. If the resident desired to complete the work, they were required to have a right of way permit pulled and work started prior to July 13, 2021.

Attached is a list of addresses that are contemplated as part of this project with assessment amounts. These assessments are spread over a five year timeframe in equal amounts.

Parcel Number	2021 pay 2022	2022 pay 2023	2023 pay 2024	2024 pay 2025	2025 pay 2026
510-0112-0094-00	108.72	108.72	108.72	108.72	108.72
510-0112-0095-00	217.44	217.44	217.44	217.44	217.44
510-0112-0098-00	287.52	287.52	287.52	287.52	287.52
510-0112-0099-00	296.10	296.10	296.10	296.10	296.10
510-0112-0100-00	113.96	113.96	113.96	113.96	113.96
510-0112-0101-00	217.44	217.44	217.44	217.44	217.44
510-0112-0102-00	217.44	217.44	217.44	217.44	217.44
510-0112-0103-00	287.52	287.52	287.52	287.52	287.52
510-0112-0104-00	282.28	282.28	282.28	282.28	282.28
510-0112-0105-00	239.18	239.18	239.18	239.18	239.18
510-0112-0106-00	163.08	163.08	163.08	163.08	163.08
510-0112-0107-00	321.61	321.61	321.61	321.61	321.61
510-0112-0108-00	59.60	59.60	59.60	59.60	59.60
510-0112-0109-00	119.20	119.20	119.20	119.20	119.20
510-0112-0111-00	216.00	216.00	216.00	216.00	216.00
510-0112-0112-00	54.36	54.36	54.36	54.36	54.36
510-0112-0113-00	572.68	572.68	572.68	572.68	572.68
510-0112-0114-00	168.32	168.32	168.32	168.32	168.32
510-0112-0115-00	54.36	54.36	54.36	54.36	54.36
510-0112-0116-00	54.36	54.36	54.36	54.36	54.36
510-0112-0117-00	217.44	217.44	217.44	217.44	217.44
510-0112-0118-00	108.72	108.72	108.72	108.72	108.72
510-0112-0122-00	54.36	54.36	54.36	54.36	54.36
510-0112-0123-00	217.44	217.44	217.44	217.44	217.44
510-0112-0124-00	453.74	453.74	453.74	453.74	453.74
510-0112-0126-00	163.08	163.08	163.08	163.08	163.08
510-0112-0127-00	108.72	108.72	108.72	108.72	108.72
510-0112-0128-00	54.36	54.36	54.36	54.36	54.36
510-0112-0129-00	190.72	190.72	190.72	190.72	190.72
510-0112-0131-00	227.92	227.92	227.92	227.92	227.92
510-0112-0132-00	380.52	380.52	380.52	380.52	380.52
510-0112-0133-00	178.80	178.80	178.80	178.80	178.80
510-0112-0134-00	168.32	168.32	168.32	168.32	168.32
510-0112-0135-00	319.48	319.48	319.48	319.48	319.48

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

3396 Blue Rock	510-0081-0202-00
2631 Galbraith	510-0072-0002-00
3091 Galbraith	510-0071-0078-00
9824 Loralinda	510-0041-0021-00
9649 Pippin	510-0052-0022-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 11th day of January 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Matthew Wahlert, Dan Unger, Cathy Ulrich

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3396 Blue Rock	510-0081-0202-00
2631 Galbraith	510-0072-0002-00
3091 Galbraith	510-0071-0078-00
9824 Loralinda	510-0041-0021-00
9649 Pippin	510-0052-0022-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Wahlert _____, Mr. Unger _____, Mrs. Ulrich _____

ADOPTED this 11th day of January 2022.

BOARD OF TRUSTEES:

Matthew Wahlert, Trustee

Cathy Ulrich, Trustee

Dan Unger, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this 11th day of January 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring Junk Motor Vehicles

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicles at the Following Property:

3084 West Galbraith Road, Cincinnati, Ohio 45239

Tan, 2011 Chevrolet Malibu (KY) 112-NYT

Dark Green, 1997 BMW 740 - no plates

Green, 1995 Chevrolet Suburban - no plates

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

RESOLUTION DECLARING VEHICLE LOCATED AT 3084 Galbraith Rd., Cincinnati, OH 45239 – Parcel ID 510-0060-0021-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3084 Galbraith Rd., Cincinnati, OH 45239 – Parcel ID 510-0060-0021-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at 3084 Galbraith Rd., Cincinnati, OH 45239 – Parcel ID 510-0060-0021-00 to be inoperable, extensively damaged, and at least three model years old:
 - A. **Tan, Chevy, Malibu, 2011, 112-NYT (KY)**
 - B. **Dark Green, BMW, 740, 1997, no plates**
 - C. **Green/Rust, Chevy, Suburban, 1995, no plates**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Adopting Sidewalk Maintenance Assessments - Portions of Arborwood, Grovewood, and Springdale
Recommend ADOPTION of the Resolution.

Rationale:

Historically, sidewalks along Colerain Township streets have been maintained by the adjacent property owner. Any defects or maintenance issues with the sidewalks (or driveway aprons) are considered property maintenance violations under the Township's Property Maintenance Code and are to be corrected by property owners.

In 2020, the Township conducted its first phase of the Sidewalk Maintenance Program, funded through CDBG dollars. In 2021, the Township was awarded grant money from CDBG for phase two of this program. After issuing a request for bids, the Township received two bids for the reconstruction of the sidewalks associated with this project. The contract with the successful bidder is contemplated later in this agenda item.

This public hearing provides residents with an opportunity to discuss potential assessments that will be issued related to the project. This public hearing is required by state law prior to the Trustee action related to an assessment. The affected residents were sent a letter with information about the program and were provided with the opportunity to complete the work themselves. If the resident desired to complete the work, they were required to have a right of way permit pulled and work started prior to July 13, 2021.

Attached is a list of addresses that are contemplated as part of this project with assessment amounts. These assessments are spread over a five year timeframe in equal amounts.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the _____ day of January, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

RESOLUTION ESTABLISHING SIDEWALK CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE FOR CERTAIN PROPERTIES IN COLERAIN TOWNSHIP

WHEREAS, the sidewalk infrastructure of Colerain Township is a significant asset that impacts the quality of life for those who live, work, and visit Colerain Township and the Colerain Township Board of Trustees has determined that the implementation of a sidewalk construction, repair, replacement, and maintenance program is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township; and

WHEREAS, the Colerain Township Board of Trustees has the authority to assess the expense of construction, repair, and maintenance of sidewalks to the property owner abutting the construction, repair, or maintenance pursuant to Ohio Revised Code Section 5543.10; and

WHEREAS, in compliance with Ohio Revised Code Section 5543.10, the Colerain Township Board of Trustees held a public hearing on January 11, 2022 after providing proper notice via publication for three successive weeks in the Northwest Community Press stating the intention of the Colerain Township Board of Trustees to construct, repair, or maintain such improvements; and

WHEREAS, the Colerain Township Board of Trustees will assess abutting property owners one hundred (100%) for construction, repair, and maintenance of sidewalks the Township performs pursuant to Ohio Revised Code Section 5543.10; and

WHEREAS, the Colerain Township Board of Trustees desires that if a resident decides to perform the construction, repair, and maintenance of sidewalks within Colerain Township, he or she will follow the standards set by the Hamilton County Engineer and must arrange an inspection with the Colerain Township Public Services Department.

NOW, THEREFORE, BE IT RESOLVED that the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That the Board of Trustees hereby orders the Sidewalk Construction, Repair, and Replacement for the parcels identified in Attachment A.
2. That the Board of Trustees hereby resolves to assess abutting property owners one hundred (100%) for construction, repair, replacement, and maintenance work of sidewalks that the Township performs pursuant to Ohio Revised Code Section 5543.10.
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of January, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of January, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Parcel Number	2021 pay 2022	2022 pay 2023	2023 pay 2024	2024 pay 2025	2025 pay 2026
510-0112-0094-00	108.72	108.72	108.72	108.72	108.72
510-0112-0095-00	217.44	217.44	217.44	217.44	217.44
510-0112-0098-00	287.52	287.52	287.52	287.52	287.52
510-0112-0099-00	296.10	296.10	296.10	296.10	296.10
510-0112-0100-00	113.96	113.96	113.96	113.96	113.96
510-0112-0101-00	217.44	217.44	217.44	217.44	217.44
510-0112-0102-00	217.44	217.44	217.44	217.44	217.44
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510-0112-0106-00	163.08	163.08	163.08	163.08	163.08
510-0112-0107-00	321.61	321.61	321.61	321.61	321.61
510-0112-0108-00	59.60	59.60	59.60	59.60	59.60
510-0112-0109-00	119.20	119.20	119.20	119.20	119.20
510-0112-0111-00	216.00	216.00	216.00	216.00	216.00
510-0112-0112-00	54.36	54.36	54.36	54.36	54.36
510-0112-0113-00	572.68	572.68	572.68	572.68	572.68
510-0112-0114-00	168.32	168.32	168.32	168.32	168.32
510-0112-0115-00	54.36	54.36	54.36	54.36	54.36
510-0112-0116-00	54.36	54.36	54.36	54.36	54.36
510-0112-0117-00	217.44	217.44	217.44	217.44	217.44
510-0112-0118-00	108.72	108.72	108.72	108.72	108.72
510-0112-0122-00	54.36	54.36	54.36	54.36	54.36
510-0112-0123-00	217.44	217.44	217.44	217.44	217.44
510-0112-0124-00	453.74	453.74	453.74	453.74	453.74
510-0112-0126-00	163.08	163.08	163.08	163.08	163.08
510-0112-0127-00	108.72	108.72	108.72	108.72	108.72
510-0112-0128-00	54.36	54.36	54.36	54.36	54.36
510-0112-0129-00	190.72	190.72	190.72	190.72	190.72
510-0112-0131-00	227.92	227.92	227.92	227.92	227.92
510-0112-0132-00	380.52	380.52	380.52	380.52	380.52
510-0112-0133-00	178.80	178.80	178.80	178.80	178.80
510-0112-0134-00	168.32	168.32	168.32	168.32	168.32
510-0112-0135-00	319.48	319.48	319.48	319.48	319.48

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Execute a Grant Agreement with SORTA for Bus Pull Offs
Recommend ADOPTION of the Motion.

Rationale:

In late 2021, the Township was notified that their grant request from SORTA to install four bus pull offs along Colerain Avenue was approved. Attached is the draft agreement from SORTA. The Township will be awarded \$385,082 for construction of the bus pull offs and the total project is estimated to cost \$585,068. The Township's contribution to the project is \$199,986 and is included in the 2022 Temporary Appropriations Budget.

PROJECT GRANT AGREEMENT

Transit Infrastructure Fund

Round 1

Grantee(s)					
Grantee(s):	Colerain Township	Grant No.:			
Project Site Address:					
City:	Cincinnati	State:	Ohio	Zip:	
Project Local Jurisdiction:	Colerain Township	Effective Date:	__/__/2021		
Project County:	Hamilton	Construction Commencement Date:	No later than __/__/202__		
Grant Funds:	Up to \$385,082	End Date:	12/31/20__		
Reimbursement Percentage:	90% [Not to exceed 90%]	Integrating Committee Approval Date:			
Project Contact					
Grantee Contact:	Geoff Milz	Title:	Township Administrator		
Address:	4200 Springdale Road				
City:	Cincinnati	State:	Ohio	Zip:	45251
E-Mail:	gmilz@colerain.org				
Phone Number:	513-923-5000	Fax Number:	513-245-6503		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **Southwest Ohio Regional Transit Authority (“Grantor”)** and **Grantee(s)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with general construction or maintenance of roads or bridges at the Project Site listed above (the “**Project**”) and related to the provision of service by the Grantor. Grantor’s authorized representative shall be the Transportation Infrastructure Fund Liaison Officer (the “**TIFLO**”) or such individual authorized in writing by the Grantor’s Chief Executive Officer. This Agreement incorporates by reference the (a) “**Scope of Work**,” which is attached as Exhibit I; (b) the Transit Infrastructure Fund Applicant Guidelines Rules and Regulations Round 1 (Program Year 2021); (c) Grantee’s Application for Financial Assistance; and (d) those items set forth on the Grantee’s Transit Infrastructure Fund – Applicant Submission Checklist; provided, however, that if there is a conflict among this Agreement and any of those items, the Agreement will control followed by items (a) – (d) in that order of priority.

RECITALS

- A. Section 306.353 of the Ohio Revised Code (the “**ORC**”) provides the Grantor authority to levy a tax in accordance with ORC Section 5739.023 to fund construction or maintenance of roads or bridges related to the Grantor’s services.
- B. The Grantor will submit this Agreement for approval to the District Two Public Works Integrating Committee of Hamilton County (the “**Integrating Committee**”).
- C. The Integrating Committee will review and approve or deny Agreements submitted to it at least annually.
- D. The Grantor may expend Grant Funds only as authorized in an approved Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. Project Funding.

(a) Transit Infrastructure Fund Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds and the timing listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of constructing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) Budget or Funding Reductions. Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s current or anticipated funding levels for the Transit Infrastructure Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in Project expenditure commitments outlined on Exhibit I of this Agreement.

(d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual

agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a payment or reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing costs or expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon the Reimbursement Percentage of the actual eligible Project costs listed on the table above (the “**Reimbursement Percentage**”). Grantor shall be the sole judge of, and shall reasonably determine, the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, receipts and/or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a disbursement request. With each disbursement request, Grantee reaffirms its representations and warranties included in this Agreement. A sample Disbursement Request Form is attached as Exhibit II.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete or cause completion of the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”), provided, however, that a Closeout Report and final Annual Report (as defined herein) will continue to be required to be submitted whether prior to or following the End Date, as will the obligations of section 8(a).

5. Additional Project Requirements. Construction must commence no later than one (1) year from the date of this Agreement unless otherwise approved in writing by the TIFLO. Failure

to meet Project schedules submitted with Grantee's application may result in termination of this Agreement at the sole discretion of Grantor. The minimum useful life for any Project is seven (7) years. Only construction and construction contingency costs are eligible costs. Ineligible costs include expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: (a) ornamental plants (other than trees) or structures; (b) decorative signs and other decorative items; (c) construction engineering and management; and (d) limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

6. Non-Discrimination.

(a) DBE and Minority Hiring Goal. Grantee agrees to abide by any Disadvantaged Business Enterprise or similar applicable requirement, policy or workforce goals of Grantor, the State of Ohio and the United States for the Project.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting.

(a) Performance Reports. Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format required by Grantor (respectively, the "**Quarterly Reports**" and the "**Annual Report**"). Each Quarterly Report will provide an update on the construction progress during that quarter in narrative form, together with such information as Grantor requests. Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than fifteen days following the end of the calendar quarter (with reports due April 15, July 15, October 15 and January 15) and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) Closeout Report. Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant

Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Project.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's effective administration of this grant. If Grantee fails to submit any Quarterly Report, Annual Report or Closeout Report, and such breach continues uncured for more than 30 days, Grantor, in addition to its remedies under Section 10(b), may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Quarterly Report, Annual Report or Closeout Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records as are required by Grantor in Section 7(a) above and all relevant supporting documentation. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations, including but not limited to, as applicable, ORC Chapter 153.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC § §

102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee. Grantee has complied with all procedures, prerequisites and obligations for the Project's application and approval under section 306.353 of the ORC, and all statements made in connection with Grantee's application and other submissions to Grantor remain true and correct as of the date hereof. Grantee is a county, municipal corporation or township located within the Grantor's territorial boundaries.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of ORC Chapter 4115. To the extent applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements related to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the TIFLO and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete or cause completion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds received by Grantee.
- (iii) Determine Grantee Ineligible for Future Awards. Grantor may determine that, due to Grantee’s breach of this Agreement, that Grantee will be ineligible for future Transit Infrastructure Grant awards.
- (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, or (v) has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total

expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the TIFLO and any person performing services or supplying any equipment, materials, good, or supplies of the Project to Grantee sufficient to impose upon the TIFLO or Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the funds being provided by the TIFLO and the Grantee's construction or management of the Project.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the ORC including, without limitation, Section 306.353, have been complied with, and until such time as all funds have been made available and are forthcoming from the Transit Infrastructure Fund. In the event such funds become unavailable, or the Integrating Committee does not approve this Agreement, then Grantor shall have no further obligations hereunder.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Southwest Ohio Regional Transit
Authority

Attn: Darryl Haley, CEO
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

If to Grantee:

To the Grantee Contact and address as set
forth on page one of this Agreement.

And a copy to the Transportation
Infrastructure Fund Liaison Officer

Attn: _____
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

14. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Hamilton County, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the TIFLO involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Hamilton County, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Roadwork Project or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Project Sign. Grantee shall erect a sign on the Project Site, at Grantee’s cost, acknowledging the Grantor’s role in the Project, provided that the location thereof shall be agreed upon mutually by the Grantor and the Grantee. The sign shall be at least six (6) feet by four (4) feet and be at least four (4) feet above the ground.

[signature page follows]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

Southwest Ohio Regional Transit Authority

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT I

Scope of Work

Pursuant and subject to Section 306.353 of the Ohio Revised Code, on December __, 2021, the Integrating Committee approved the Southwest Ohio Regional Transit Authority's request to approve the attached Agreement and provide the Grant Funds set forth on the first page of the Agreement for costs associated with the completion of public roadwork and bridgework improvements in support of the Grantor's provision of services. Subject to the terms and conditions in the Agreement, Grantor is offering a grant from the Transit Infrastructure Fund for up to \$385,082, covering up to [90%] percent of the total eligible road and bridge costs.

Transit Infrastructure Fund grants are awarded for public roadwork and bridge general construction or maintenance related to the Southwest Ohio Regional Transit Authority's provision of services. Eligible costs include only construction and construction contingency costs. Ineligible costs include: expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: ornamental plants (other than trees) or structures; decorative signs and other decorative items; construction engineering and management; and limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

[EXAMPLE In order to assist the _____ Project, roadwork will consist of an overlay repair to include milling 1.5 inches of existing pavement, with a subsequent overlay of approximately 3 inches of new payment, graded and feathered to enhance drainage.]

Project Improvement Costs	\$
Total Eligible Improvement Costs	\$
Transit Infrastructure Fund Assistance	\$ [based on __%]

EXHIBIT II

Disbursement Request Form [SAMPLE ONLY, SUBJECT TO CHANGE]

<u>Reimbursement Amount</u>	<u>Description of Eligible Project Costs</u>	<u>Form of Supporting Document(s) Attached</u> (Invoice, purchase agreement, pay application, and other evidence of eligible costs incurred)
\$		
<u>TOTAL REIMBURSEMENT REQUESTED:</u>	\$	<u>Date Submitted:</u>

To: Southwest Ohio Regional Transit Authority

Attention: TIFLO (_____)

Subject: Disbursement Request pursuant to the terms of the Transit Infrastructure Fund Project Grant Agreement dated _____, 202_ (the “Agreement”), by and between the Southwest Ohio Regional Transit Authority [Grantor] and _____ (“Grantee”).

You are hereby requested to approve the amount of [\$_____] as an eligible cost for the purposes set forth in the above schedule. Unless otherwise defined herein, all capitalized terms set forth but not defined in this “Disbursement Request Form” have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Grantee does hereby certify on behalf of the Grantee that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Disbursement Request Form;

2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the eligible costs of the Project (as defined in the Agreement), and has not been the basis of any previous reimbursement request submitted to any party;
3. The Grantee is in compliance with all provisions and requirements of the Agreement and re-affirms all representations and warranties therein as of the date hereof;
4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
5. The Grantee has, or the appropriate parties on the Grantee's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the good or services related to the eligible costs of the Project or any part thereof which warranties have vested in the Grantee;
6. The Grantee is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials in connection with the Project for which reimbursement is requested pursuant to this written requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this ____ day of 20__.

GRANTEE

By: _____
Name; Title

Date: _____

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute a Contract with Adleta Construction for the 2022 Road Program

Recommend ADOPTION of the Motion.

Rationale:

The Township posted the 2022 Road Program online through Bid Express and received four responses:

- Adleta Construction: \$1,893,692.29
- R.A. Miller Construction Co.: \$2,028,018.35
- Prus Construction Co.: \$2,297,633.00
- John R. Jurgensen Co.: \$2,500,557.70

The engineer's estimate for this project was \$1,756,552.60. All of the bids exceeded the posted engineer's estimate. The engineer's estimate is developed by the estimated quantities needed for the project combined with the estimated rate per quantity.

Staff recommends approval of the motion with the intent of utilizing the non-committed cap sealing dollars to cover the difference from the engineer's estimate to the actual quote of the lowest bidder. Alternatively, the Trustees could consider rejecting all bids and issuing a new bid packet with fewer streets.

The streets listed for the 2022 road program include:

Baytowne Dr
Cella Dr
DeerHollow
Greenhaven Ct
Jodylynn Ct
McGill Ln
Merrittview Ln
Montezuma Dr
Quaker Ct
Regal Ln
Swissvale CT
Wheatfield Dr

CONTRACT 22-1 ROAD IMPROVEMENTS

THIS AGREEMENT, made and entered into this 11th day of January, in the year **Two Thousand Twenty-one** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and Adleta Construction herein after designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these present does agree with the Owner for the consideration herein below mentioned, to furnish at the Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in full, firm and substantial manner the - Road Improvements which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, storm sewer pipe replacement, curb repair, curb ramps, catch basin rebuild, grade adjustment and resurfacing. All of which shall be done and performed in accordance with the general conditions, drawings, surveys, plats, cross-sections, profiles, plans and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and by reference hereby become part of this contract. Streets and limits are listed on attachment "A".

The provision contained in the "Legal Notice", in "Information for Bidders", in the "Engineer's Estimate", in the "Proposal", and in the "Specifications", as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the Colerain Township Board of Trustees, are hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and their Surety agree to indemnify the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor as a condition of permitting the beginning or continuance of work a certificate of compliance with this paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately \$ 1,893,692.29

IN WITNESS WHEREOF, the said Township of Hamilton County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Colerain Township Board of Trustees and the Contractor, the day and year aforesaid.

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY,
OHIO

Contractor _____

Administrator: Geoff Milz

Signature _____

Signature: _____

PART IV Section A CONTRACT 22-1 ROAD IMPROVEMENTS

CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

I hereby certify that in accordance with Section 5625.33 O.R.C., that the amount required to meet the payment of the contract price of the attached contract has been lawfully appropriated for said purpose and is in the Treasury of this Township to the credit of the fund from which it is to be drawn, free from any encumbrances.

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

I hereby certify that I have examined the contract and bond attached between the Colerain Township Board of Trustees of Hamilton County, Ohio and_____. Contractor, and find same to be in accordance with the provisions of law and approve said contract and bond as to form.

Attorney, Colerain Township
Hamilton County, OH



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Colerain Township
Exact location of job/project Road Contract 21-1
Name of job/project as it appears on contract documentation 221 Road Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☐	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☐	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☒	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	☐	A computer data center entitled to exemption under R.C. 122.175;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	A house of public worship or religious education;	☐	A hospital facility entitled to exemption under R.C. section 140.08;
☐	The original construction of a sports facility under R.C. section 307.696;	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;		

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Adleta Construction
Signed by _____
Title _____
Street address 389 S Wayne Ave
City, state, ZIP code Cincinnati, Ohio 45215
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name Colerain Township
Signed by _____
Title Administrator
Street address 4200 Springdale Rd
City, state, ZIP code Cincinnati, Ohio 45251
Date _____

Political Subdivision

Name Colerain Township
Signed by _____
Title Administrator
Street address 4200 Springdale rd
City, state, ZIP code Cincinnati, Oh ,45251
Date 1/11/22

DEVELOPMENT

Department: Development

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Setting Public Hearing on Case ZA2021-07 Text Amendment for Mobile Food Service Uses on February 8, 2022 at 7PM

Recommend ADOPTION of the Motion.

Rationale:

This text amendment provides rules for the operation of mobile food service uses (food trucks) in the Township.

DEVELOPMENT

Department: Development

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Setting Public Hearing on ZA2021-09 Zoning Map Amendment for 3545 - 3547 Springdale Road on February 8, 2022 at 7PM

Recommend ADOPTION of the Motion.

Rationale:

This map amendment proposes to change the zoning district for the property located at 3545 - 3547 Springdale Road.

DEVELOPMENT

Department: Development

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Setting Public Hearing on Case ZA2022-01 a Text Amendment Regulating Charitable Donation Containers on February 8, 2022 at 7PM

Recommend ADOPTION of the Motion.

Rationale:

This text amendment would provide rules for the placement of donation bins throughout the township.

DEVELOPMENT

Department: Development

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion to Appoint Member to the Board of Zoning Appeals

Recommend ADOPTION of the Motion.

Rationale:

Staff recommends approval of a motion to appoint the following alternative member to the Board of Zoning Appeals due to the expiration of terms:

- **Claire Schafer** be appointed into the alternate Board Member position for a 2-year term which will expire December 31, 2023.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Resolution to Establish Dunlap Grove Lighting District

Recommend ADOPTION of the Resolution.

Rationale:

As part of the Dunlap Grove Development, the developer is seeking to install street lighting at their expense. Per Duke Energy, the on-going costs of the street lights would need to be transferred to the property owners in the development through the establishment of a lighting district. Per ORC, the Trustees are required to adopt a resolution to establish this lighting district. This development is still going through the final subdivision process and the assessment list will be available once the parcels are fully subdivided and established.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

RESOLUTION FOR STREETLIGHTING
DUNLAP GROVE DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Dunlap Grove:

1. That the petition was filed with the Township Fiscal Officer on November 12, 2021, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on December 14, 2021; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the street and public way of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the street and public way in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for January 11, 2022, was duly and timely served on all lot owners and corporation affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the street and public way in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said street and public way is three (3) and that the lights shall be of the nature and configuration as described within the attached contract and map.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of January, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of ____, 2022.

Jeff Baker
Colerain Township Fiscal Officer



11/3/2021

DUNLAP GROVE SUBDIVISION
4200 SPRINGDALE RD
CINCINNATI, OH 45251-1419

Subject: DUNLAP GROVE
3431 SPRINGDALE RD
CINCINNATI, OH 45251

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

Robert Greenwood

Robert Greenwood

Agreement Information	Energy and Maintenance			COLCLM0000022012		11/3/2021
	Agreement Coverage			Agreement Number		Current Date
16104008	42164531	75025	S487	V38H	COLOL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Ohio, 139 East Fourth Street, Cincinnati, OH 45202

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	DUNLAP GROVE SUBDIVISION			
Service Location or Subdivision	DUNLAP GROVE			
Service Address	3431 SPRINGDALE RD			
Service Address				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service City, State, Zip code	CINCINNATI	OH	45251	
Mailing Name	DUNLAP GROVE SUBDIVISION			Notes:
Mailing Business Name				
Mailing Address	4200 SPRINGDALE RD			
Mailing Address				
Mailing City, State, Zip code	CINCINNATI	OH	45251-1419	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amount for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE DESCRIPTION	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	HPS = High Pressure Sodium, MH = Metal Halide Lamp Source Light Fixture Traditional LED 50W Black (RAL9017) Type III 3000K 120V	3,303	50	0.0500	208	\$6.06	\$0.11	3	\$18.53
ESTIMATED MONTHLY TOTAL COST									\$18.53

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

**The Energy may also be METERED. If Energy is metered, the information above is superseded by the METERED usage and charges.

PROPOSED AGREEMENT IS VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS: 2/1/2022

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information In Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance Information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Robert Greenwood</u>	Signature	
Printed Name <u>Robert Greenwood</u>	Printed Name	
Date <u>11/3/2021</u>	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:
- A. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	LIGHT POLE, STYLE A, DIRECT BURIED, SMOOTH, 15FT LG, BLACK, 12FT MOUNTING HT	3

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

B. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
311	UG Conductor 6 Aluminum Duplex
3	Standard Light Pole Shroud, Black, 6in top diameter, 15in bottom diameter, 9.75in tall, for Direct Buried Style A Smooth and Fluted 15ft, 18ft, and 20ft OAL Poles

C. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i>	
Customer's Signature _____	Date _____

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Resolution to Establish Hunters Ridge 2021 Lighting District

Recommend ADOPTION of the Resolution.

Rationale:

As part of the Hunters Ridge Development, the developer is seeking to install street lighting at their expense. Per Duke Energy, the on-going costs of the street lights would need to be transferred to the property owners in the development through the establishment of a lighting district. Per ORC, the Trustees are required to adopt a resolution to establish this lighting district.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

RESOLUTION FOR STREETLIGHTING
HUNTERS RIDGE 2021 DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Hunters Ridge 2021:

1. That the petition was filed with the Township Fiscal Officer on November 18, 2021, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on December 14, 2021; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the street and public way of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the street and public way in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for January 11, 2022, was duly and timely served on all lot owners and corporation affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the street and public way in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said street and public way is six (6) and that the lights shall be of the nature and configuration as described within the attached contract and map.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of January, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of ____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PARCEL ID	#	STREET NAME	<u>2020 pay 2021</u>	<u>2021 pay 2022</u>
51004400429		Hunters Ridge Lane	7.78	5.88
51004400473		Hunters Ridge Lane	7.78	5.88
51004400430		Hunters Ridge Lane	7.78	5.88
51004400472		Hunters Ridge Lane	7.78	5.88
51004400431		Hunters Ridge Lane	7.78	5.88
51004400432		Hunters Ridge Lane	7.78	5.88
51004400433		Hunters Ridge Lane	7.78	5.88
51004400465		Hunters Ridge Lane	7.78	5.88
51004400434		Hunters Ridge Lane	7.78	5.88
51004400464		Hunters Ridge Lane	7.78	5.88
51004400435		Hunters Ridge Lane	7.78	5.88
51004400436		Hunters Ridge Lane	7.78	5.88
51004400437		Hunters Ridge Lane	7.78	5.88
51004400438		Hunters Ridge Lane	7.78	5.88
51004400455		Hunters Ridge Lane	7.78	5.88
51004400439		Hunters Ridge Lane	7.78	5.88
51004400440		Hunters Ridge Lane	7.78	5.88
51004400454		Hunters Ridge Lane	7.78	5.88
51004400441		Hunters Ridge Lane	7.78	5.88
51004400442		Hunters Ridge Lane	7.78	5.88
51004400443		Hunters Ridge Lane	7.78	5.88
51004400445		Hunters Ridge Lane	7.78	5.88
51004400444		Hunters Ridge Lane	7.78	5.88
51004400459		Hidden Fox Lane	7.78	5.88
51004400460		Hidden Fox Lane	7.78	5.88
51004400460		Hidden Fox Lane	7.78	5.88
51004400461		Hidden Fox Lane	7.78	5.88
51004400457		Hidden Fox Lane	7.78	5.88
51004400462		Hidden Fox Lane	7.78	5.88
51004400456		Hidden Fox Lane	7.78	5.88
51004400463		Hidden Fox Lane	7.78	5.88
51004400450		Hunters Valley Court	7.78	5.88
51004400451		Hunters Valley Court	7.78	5.88
51004400449		Hunters Valley Court	7.78	5.88
51004400448		Hunters Valley Court	7.78	5.88
51004400452		Hunters Valley Court	7.78	5.88
51004400447		Hunters Valley Court	7.78	5.88
51004400453		Hunters Valley Court	7.78	5.88
51004400446		Hunters Valley Court	7.78	5.88



8/30/2021

HUNTERS RIDGE PH 2
4200 SPRINGDALE RD
CINCINNATI, OH 45251-1419

Subject: HUNTERS RIDGE, PH 2
7318 HUNTERS RIDGE LN
CINCINNATI, OH 45247

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

Robert Greenwood

Robert Greenwood

Agreement Information	Energy and Maintenance			QSGOLCLM0000021477		8/30/2021
	Agreement Coverage			Agreement Number		Current Date
8604000	38182480	75025	S464	V40C	QSGOL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Ohio, 139 East Fourth Street, Cincinnati, OH 45202

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	HUNTERS RIDGE PH 2			
Service Location or Subdivision	HUNTERS RIDGE, PH 2			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	7318 HUNTERS RIDGE LN			
Service Address				
Service City, State, Zip code	CINCINNATI	OH	45247	Notes:
Mailing Name	HUNTERS RIDGE PH 2			
Mailing Business Name				
Mailing Address	4200 SPRINGDALE RD			
Mailing Address				
Mailing City, State, Zip code	CINCINNATI	OH	45251-1419	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amount for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE DESCRIPTION	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Light Fixture Acorn LED 50W Black Type III 3000K	5,147	50	0.0500	208	\$3.07	\$0.11	6	\$19.07
ESTIMATED MONTHLY TOTAL COST									\$19.07

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

**The Energy may also be METERED. If Energy is metered, the information above is superseded by the METERED usage and charges.

PROPOSED AGREEMENT IS VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS: 11/28/2021

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance Information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Robert Greenwood</u>	Signature _____	
Printed Name <u>Robert Greenwood</u>	Printed Name _____	
Date <u>8/30/2021</u>	Date _____	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:
- A. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	LIGHT POLE, STYLE A, DIRECT BURIED, SMOOTH, 15FT LG, BLACK, 12FT MOUNTING HT	6

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

B. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
569	UG Conductor 6 Aluminum Duplex

C. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

ADMINISTRATION

Department: Administration
Department Director: Matthew Wahlert

Strategic Plan Goal: GOAL 3: Improve the Look of the Township With A Focus on Litter & Dumping

Motion to Purchase Four Bus Benches

Recommend ADOPTION of the Motion.

Rationale:

At the August 10, 2021 Board of Trustee meeting, staff was directed to explore the possibility of adding bus benches at various points along Colerain Avenue. Over the past several years, Township bus stops have had benches, in violation of local zoning placed in the right of way by the Bench Billboard Company. These benches contained advertising and were removed in 2021.

At the August 24, 2021 Board of Trustee meeting, the Board considered the purchase of benches and ultimately voted against the purchase seeking instead to wait until a meeting could be held with ODOT and more information was gathered about the SORTA grant program. Since August 24, 2021, there has been a proliferation of shopping carts being used as benches at bus stops which is not in keeping with the Township's efforts toward a Clean, Green, Prosperous, and Safe community.

It is staff's understanding that ODOT will not purchase bus benches and that the SORTA grant program will provide two bus benches.

Colerain Avenue has six bus stops that average 26 or more riders per day. Metro's internal standard is that bus stops with 26 or more riders are suited to have a bench. These six locations include:

- Colerain Towne Center
- Stone Creek/Meijer Park and Ride
- Haverkos Ct/Colerain Avenue Intersection
- Springdale Road/Colerain Avenue (near Northgate Mall)
- 8340 Colerain Avenue (just south of Ronald Reagan)
- Sheldon Avenue/Colerain Avenue intersection

Previously, the Township applied for funding through SORTA's infrastructure program to have bus pull offs installed near the Springdale Road/Colerain Avenue Intersection and the intersection just south of Ronald Reagan Highway (near 8340 Colerain Avenue). This application included the purchase of benches for these sites. Given that these two locations are the busiest sites in the Township, it is recommended that these benches be first installed at these two locations and then are transitioned to the less frequented Colerain Ave/Haverkos Ct and Colerain Ave/Sheldon Ave locations.

Staff estimates that the purchase of these benches will be less than \$3,000 each. This cost includes installation and design.



ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

First Reading - Resolution Adopting Policy Book

No action is requested at this time as this is a first reading.

Rationale:

The Township prides itself in managing to policy that is set by the Board of Trustees. Throughout the past year, staff has reviewed and tracked potential policy issues and is bringing them forward for consideration by the Board of Trustees. Below is a brief detailed description of new policies for consideration, recommended changes to existing policies, and other policy items for discussion among the Board.

New policies:

- Internal Media Standards - This policy will provide guidance to staff on how to handle media inquiries.
- Work Assignment - This drafted policy references best practices in the definition of how work is assigned to staff and clarifies the role of the Township Administrator.
- Park Rules and Regulations - This will memorialize resolution 16-10 as part of our policy book. Resolution 16-10 is recommended to be modified to comply with best practices per the American Public Works Association (APWA).

Changes to existing

- Paid Time Off - Staff is recommending a removal of a reference to the "dump" system from prior policies. Also, staff is recommending to clarify when maximum vacation accrual caps would be reviewed. The Holiday section of the policy is recommended to be changed to reflect the applicable state code, since changes in state law will override local policy. The sick leave policy has also been recommended to be updated to reflect practice.
- Telecommunications - Updated to reflect changes in roles and titles.
- Training and Travel - Per recommendation of the State Auditor, a recommendation is to require the completion of a travel request form completed prior to travel for overnight stays.
- Social Media - Per recent court decisions, this policy is recommended to be updated.
- Facility Security - Staff recommends changing this policy to be a general facility policy. As part of our APWA accreditation review, language is recommended to be added to reference state code for ADA compliance.
- Donation Acceptance - Staff recommends changing this policy to a general donation policy that sets parameters for Township donations.

For discussion

- Traffic calming - Does the Board have recommended changes to this policy as a result of the test conducted on Niagara in 2021?
- Employee retention incentives - Below are some recommended considerations for inclusion in policy to incentivize the longevity of staff:
 - Ability to cash in used sick leave or vacation time - up to 40 hours per year

- A financial bonus to employees for years of service - \$100 per year of service, starting in year ten of full time employment
- A contribution to a retirement account, such as 403(b) or HSA, based on years of service
- A cash incentive or the ability to convert sick time to a personal day for employees that have zero sick days throughout the year - ability to convert eight hours of sick time to a personal day in January if the employee did not use sick time in the prior year.

In 2021, the Township also adopted a number of policies that will be incorporated into the final document for consideration at the February Board of Trustees meeting.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the _____ day of February, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

RESOLUTION ADOPTING THE COLERAIN TOWNSHIP POLICY MANUAL

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township employees; and;

WHEREAS, Administration and all departments intend on following the direction set by the Trustees in the Township Policy Book; and;

WHEREAS, the attached Policy Book represent a full list of all known policies and will supersede all previous versions of any adopted policy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The attached Policy Book be formally adopted by the Board of Trustees.
2. Any changes to these policies require formal approval of the Board of Trustees by resolution.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____ and Mr. Wahlert

ADOPTED this _____ day of February, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of February, 2022.

Jeff Baker
Colerain Township Fiscal Officer



COLERAIN TOWNSHIP - INTERNAL MEDIA STANDARDS

PURPOSE

A positive working relationship with the media is mutually beneficial to the Township, public, and media. In order to create a positive working relationship, employees should abide by the below standards to ensure that information is released to the news media in an impartial, accurate, and timely fashion. In general, employees should refrain from direct interaction with media members. Only designated employees, should provide direct comments to the media. Employees should note any Department specific information or designations.

REQUEST FOR OFFICIAL TOWNSHIP STATEMENT

All inquiries seeking an official Township response or a statement on behalf of the Township should be directed to the designated Department specific Public Information Officer or Department Director related to the story in question. In the event that a Public Information Officer is not designated for the Department in question, then the media request shall be directed to the Township Administrator.

On non-emergency related responses, staff shall make official statements on behalf of the Township after consultation with the Township Administrator. Under certain circumstances, staff shall seek guidance on an official statement with the Township Law Director prior to issuance of a media statement.

Police Department and Fire Department employees should consult their internal operating guidelines. If an employee needs clarification on whether they should talk to the media, the employee should seek clarifications from their immediate supervisor.

An employee that has not been designated to speak directly to the media on behalf of the Township must direct all inquiries to the appropriate Township spokesperson. Under no circumstance shall an employee provide “off the record” information to the media, as “off the record” quotes are still considered by, and potentially included by, the media in their response to an incident.

All employees must adhere to all relevant federal and state laws regarding the release of protected or confidential information, such as HIPPA.

In general, Township issued press releases shall lead with key, relevant points and be simple. Too much information can leave an air of uncertainty on which talking points are most relevant and create a situation where the wrong talking points are emphasized in media coverage.

Media stories are iterative and usually updated several times throughout a news cycle. Generally speaking, this means that reporters work on tight deadlines and will release an incomplete story without clarifying points from the Township. This could result in a story that could damage the Township’s position or reputation. Therefore, employees should attempt to respond to media requests as quickly as possible. On a similar note, if an employee does not know the answer to a media inquiry, the employee

should be direct with the media representative and provide a timeline for when an answer will be provided.

Ideally, an employee will be able to notify their chain of command of media inquiries prior to response. However, the balance between providing timely, factual information and notifying the chain of command may create a situation where it is better to respond prior to notification of chain of command. Under these circumstances, an employee shall notify their chain of command as quickly as possible after response.

When speaking to the media, staff should try to set ground rules with the media representative. Staff should consider asking the following questions prior to taking an interview:

- What is the subject of the interview?
- What is the deadline for this story?
- Will this interview be recorded?
- If so, can the Township be provided with a full copy of the recording?
- Can the Township review a copy of the story prior to release and make suggested edits?

Staff should remember to make zero assumptions on the interviewer's prior knowledge and provide background information as necessary. Staff is strongly encouraged to directly record the interview for quality assurance and quality control purposes.

In the unusual circumstance where an employee is met unexpectedly by the media outside of their offices without an appointment, staff shall politely decline to initially comment and offer to set up a time to meet for a formal interview with a full comment. In these instances, staff shall generally request the intent of the interview and attempt to consult with the Township Law Director and Administrator prior to the interview. Given the timeliness of these pieces, it is far better to arrange a time for an interview, rather than issuing a full "no comment" statement, as those statements may be taken out of context.

REQUEST FOR TECHNICAL INFORMATION OR EXPERTISE

Colerain Township prides itself on having employees who are experts in their respective fields. In many circumstances, employees may be asked to provide subject specific information, commentary, or demonstrations to members of the media. When an employee is notified of a media request for technical information or expertise, that employee should notify their Department Director. It is at the discretion of the Department Director on how to respond to these requests. Generally speaking, Colerain employees are encouraged to demonstrate and showcase their respective expertise. In the off chance that an employee is requested to respond to a technical information request that falls outside of their area of expertise, then the employee shall forward the media request to the appropriate individual.

FREEDOM OF SPEECH

Nothing contained in this document is intended to infringe on a person's right to speech. This document is intended to cover and guide employee responses and statements when an employee is acting as a representative of Colerain Township.

Nothing in this policy is intended to affect individual employees' rights to express personal opinions. When an employee speaks in their personal capacity the employee should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that they are not speaking for the Colerain Township but rather that they are speaking as an individual.

TOWNSHIP DECLARED EMERGENCY

In rare instances, the Board of Trustees may be required to declare a state of emergency as a result of a crisis that is directly affecting Colerain Township and its residents. For all emergencies, the Township follows the Incident Command Structure and National Incident Management System. Under these structures, best practice indicates that one individual shall be designated as the Public Information Officer for the Township for the response to the emergency. This Public Information Officer may have a team or committee of internal employees to assist with communicating information during the crisis, but all information shall be cleared and approved by the Public Information Officer prior to dissemination.

The Township may also have many spokespersons as part of the formal response to a public emergency. The Public Information Officer will provide talking points and assist all spokespersons with their messaging in order to ensure that all information authored, spoken, or otherwise disseminated by the Township is accurate and consistent.

ENFORCEMENT

Violations of the internal media standards may result in progressive discipline.



COLERAIN TOWNSHIP WORK ASSIGNMENTS

PURPOSE

The Board Township Trustees establishes policies that are implemented by dedicated and professional staff. In order to effectively administer these policies, it is important to distinguish roles of the staff and elected body to provide supportive and effective relationships. The Township operates at maximum efficiency when the Trustees and hired staff work as a team to implement all policies, procedures, and programs.

ASSIGNMENT OF WORK

Colerain Township hires a Township Administrator to serve as the Chief Administrative Officer for the community. The Township Administrator is empowered through legislative actions to carry out the policy prerogative of the Township Trustees and to ensure that State and Federal laws are followed. The Township Administrator is responsible to all members of the Board of Trustees and will coordinate the activities of all Department to conform to the vision set forth by the collective Board of Trustees.

As a matter of best practice, the Board of Trustees will work through the Township Administrator to address administrative or operational matters. Directives from individual Trustees to members of Township staff may impact organizational efficiency and disrupt ongoing work. These requests should be filtered through the Township Administrator. This is to allow the senior professional staff, with the proper education, training, experience and knowledge of issues, laws and Township policies to coordinate a full and complete response and reduce error or misunderstanding by staff members not necessarily knowledgeable on all issues. This can provide a better overall response, allow any new issues to properly be considered and avoid unintended redirection of staff efforts.

Trustees may ask Department Heads for information. This informal system of direct communication is not to be abused. Any requests from individual Trustees that are outside of the standard scope of work and will result in more than one hour of work should be discussed with the entire Board of Trustees at an upcoming Trustee meeting. Phone calls outside of normal operating hours to anyone other than the Township Administrator may result in overtime charges for the staff member called, regardless of exempt status.

Trustees shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy. Individual Trustees shall not attempt to coerce or influence Township staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of zoning permits. Trustees may, with approval of the majority of the Board of Trustees in a public meeting, participate in discussions and decisions related to these matters.

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

Colerain Township offers employees paid time off as a general workplace benefit. The Township encourages employees to utilize paid leave, as it is a general benefit to employee health and helps to prevent burn-out.

HOLIDAYS

1. Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code, section 1.14 and 511.10. ~~10 full Holidays and in each calendar year.~~ To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday. ~~The ten full-day paid holidays to which eligible employees are entitled are:~~

Holiday	Date Usually Observed
a. New Year's Day	January 1
b. Martin Luther King Day	Third Monday in January
c. Presidents Day	Third Monday in February
d. Memorial Day	Last Monday in May
e. Independence Day	July 4
f. Labor Day	First Monday in September
g. Columbus Day	Second Monday in October
h. Veterans' Day	November 11
i. Thanksgiving Day	Fourth Thursday in November
j.1. Christmas Day	December 25

2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.

5. Exempt employees are not entitled to compensation for working on holidays. At the discretion of the Administrator, exempt employees may be given another day off during the same pay period in exchange for working on the holiday.

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service as a full time employee from governments and/or council of governments from Ohio, Indiana and Kentucky. Years of service as a full time employee with any branch of the United States Military shall also count for the vacation accrual rates. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020. Vacation will be accrued with each payroll based on the years of continuous service at the rates listed in the below table.

Years of Continuous Service	Number of Vacation Hours (per payroll)
a. 0 - 5 years	3.08 hours
b. 6 - 10 years	4.62 hours
c. 11-15 years	5.54 hours
d. 16 - 25 years	6.77 hours
e. 25 or more years	7.70 hours

2. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.
3. Employees may carry ~~over the equivalent of one year's accrual into the next vacation year, but at no time shall accumulate more than a maximum of~~ two year's vacation time. This will be reviewed on a quarterly basis and any vacation hours in excess of their two-year accrual will be forfeited at that time.
4. Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

- | | |
|--|--|
| 1. February 1, 2015 | Earned 80 Hours |
| 2. February 1, 2015 – January 31, 2016 | Used 16 Hours (Eligible Carry-over = 64 Hours) |
| 3. February 1, 2016 | Earned 80 Hours |

- | | |
|--|--|
| 4. New Balance February 1, 2016 | 144 Hours (64 carryover plus 80 hours earned) |
| 5. February 1, 2016 – January 31, 2017 | Used 40 Hours, Eligible Carry-over = 80 Hours) |
| 6. New Balance February 1, 2017 | 160 Hours (80 carryover plus 80 hours earned) |

Employee A lost 24 hours of vacation on February 1, 2017 because carryover was limited to one year's accrual.

- b. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.
 - i. An independent three-member committee shall meet to review the employee's request. This committee will consist of the Administrator, Human Resources Specialist, and the Department Head of the employee's department. In the event that a Department Head appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.
 - ii. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

5. Vacation Usage and Scheduling

- a. Vacation time may be taken in one-hour increments
- b. Employees must submit vacation requests in writing to their Department Head in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements. Department Heads must give written request for vacation to their direct supervisor (the Township Administrator or Assistant Administrator). The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval.
- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus 40 hours of carryover. Hours in excess of the 40 hours shall not be paid and are considered lost.

PAID SICK LEAVE

1. Use of sick leave
 - a. Sick leave shall be granted to an employee, only upon approval of the Department Head, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave may be used for the following reasons (except illness or injury of the employee is not subject to the prior approval of the Department Head):
 - i. Illness or injury of the employee.
 - ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
 - iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
 - iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.
2. Amount of credit
 - a. All full-time employees shall accrue sick leave credit at a rate of 4.6 hours for each 80 hours of service not to exceed 15 work days or 120 hours per year. Sick leave will not accrue during an unpaid leave of absence, suspension, or layoff.
3. Notification
 - a. Employees who are unable to report for work and who have not been previously approved to take sick leave are required to notify their immediate supervisor as soon as possible when they are unable to report for work due to an illness or injury. Notification must be made in accordance with any time or other requirements established by the Department Manager.
4. Advancements and accumulation
 - a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.
5. Verification
 - a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.

- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.
 - c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
6. Use and pay
- a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
7. Pay for unused credit upon separation
- a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
8. Seasonal and part-time employees earn no sick leave credits.
9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.
- 9.10. An employee with previously accrued unused sick leave credit from any other governmental agency in the State of Ohio may transfer such leave to Colerain Township. The previously accrued sick leave shall be placed to the employee's credit upon employment by the Township, provided such employment by the Township takes place within ten (10) years of the date on which the employee last terminated employment with that public agency. The Township requires the employee to furnish a satisfactory written, signed statement from the prior employer to establish the right to such sick leave credit.

DONATION OF SICK LEAVE

1. This policy is not intended to address “typical” illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.
2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.
 - a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year’s base work hours excluding extra-time/over-time
 - b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.
 - c. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
 - d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

COLERAIN TOWNSHIP PARK RULES POLICY

PURPOSE

Colerain Township parks are enjoyed by residents of the township as well as residents of surrounding areas. There are park rules and regulations in place to protect and preserve the resources and property of the parks and promote the safe enjoyment of the parks by all park visitors. These rules must be followed at all times while using Colerain Township parks.

PARK RULES AND REGULATIONS

1. Hours of Operation: All Colerain Township Parks shall be open from dawn to dusk or at such other times as the Colerain Township Board of Trustees, or their designated representative, authorizes.
2. Alcoholic beverages are not permitted in the parks, except in shelters and then only when such shelters are rented pursuant to the Designated Shelter Rental Program.
3. No glass containers permitted within the parks.
4. Speed limit in all Township parks is 10 mph.
5. No motor vehicles or motor assisted vehicles, other than park maintenance or public safety vehicles, shall be operated in a park area not specifically designated or designed for vehicular use.
6. Vehicle parking shall be restricted to park users only, and shall be prohibited during hours when the park is closed. Vehicles parked in violation of this rule are subject to towing at the owner's expense.
7. Skateboards, roller blades, skates, bicycles or other objects with wheels are permitted on paths so long as they do not interfere with pedestrian traffic.
8. Pets must remain on a leash (maximum six feet in length), kept under physical control at all times, and not be a nuisance or a danger to other park users. Pet owners are required to remove their pet's fecal deposits from the park grounds and place their waste in a suitable receptacle. No pets are permitted in play equipment areas or on baseball fields.
9. There shall be no open fires, except fires set for the purpose of cooking in containers specifically designed for cooking. However, fires specifically approved by the Colerain Township Fire Department for other purposes are permitted.
10. Camping is prohibited unless prior written permission is given by the Colerain Township Parks and Services Department.

11. Shelters are available for a rental fee. All other picnic areas and picnic tables are available on a first come, first served basis unless otherwise determined by the Colerain Township Board of Trustees or their designated representative.
12. All sport activity areas, when not otherwise reserved for scheduled sport play, shall be available on a first come, first served basis.
13. Athletic fields may be closed by the Colerain Township Parks and Services Department when weather conditions present a risk of injury to the participants, or of damage to the field or other facilities, in the sole discretion of the Parks and Services Department.
14. There shall be no dumping or littering within the parks.
15. No person shall do any begging, hawking, peddling, or soliciting within the parks.
16. Discharging firearms, air rifles, pistols, slingshots, paint ball guns, or other missile throwing devices including archery equipment is prohibited within the parks. Hunting is prohibited within the parks.
17. Discharging of fireworks in parks is prohibited, except by a licensed professional exhibitor, pursuant to agreement with the Township.
18. No person shall damage, deface, disturb, or defoul any land, structure, equipment or fixture of a Township park.
19. No person shall make unreasonable noise, or profane, obscene or offensively coarse utterances, gestures or displays, or communicate any unwarranted and grossly abusive language to any person.
20. No person shall remain in the parks who does not abide by the these Rules and Regulations. Any person ordered to leave the park shall do so promptly and peacefully.
21. Colerain Township has adopted separate policies that govern the use of specific facilities and features in the parks. Copies are available upon request.
22. The Colerain Township Board of Trustees reserves the right to modify these rules and regulations as needed. The Township further reserves the right to modify certain restrictions throughout the duration of Township sponsored events as needed.
23. Pursuant to O.R.C. 51132, no person shall use or operate any radio-controlled or other remotely-controlled aircraft, including drones and other unmanned aerial vehicles, or any other similar device in any park or facility without specific written permission from the Police Department.
24. Colerain Township currently has two boat ramps that are available for public use during regular park hours. The boat ramps are closed when the park is closed and storage of boats or boat equipment is not permitted.

ACCESSIBILITY

Colerain Township maintains a policy of providing opportunities for all park visitors to enjoy its facilities and programs. Through concentrated efforts to upgrade existing sites and develop new areas, the Park Department's goal is to have the majority of facilities accessible to park users. The Park Department will make reasonable effort, with at least one week advance notice, to provide reasonable accommodations so that people with disabilities may participate in Park events and programs.

1.24 COLERAIN TOWNSHIP TELECOMMUNICATION POLICY

PURPOSE

Colerain Township provides telecommunication devices to help facilitate effective and efficient services to its residents and taxpayers. For the purpose of this policy, the term “telecommunication” describes all Township-owned communication devices including desk phones, cellular phones, and pagers. The devices are the property of the Township and their purpose is to facilitate Township business.

USE OF TELECOMMUNICATIONS

The Township-issued telecommunication equipment is intended for official business use. While occasional personal use is permitted, it must be responsible and it must be clearly incidental to business use. Employees must reimburse the Township for any costs associated with personal use of Township-issued telecommunication equipment.

1. Non-exempt employees who are issued Township cellular phones are required to carry the cellular phones while on duty. Calls placed on a Township issued cellular phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
 - a. Elect to accept a monthly stipend in lieu of carrying a Township issued cell phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own cellular equipment.
2. Exempt employees who are issued Township cellular phones are expected to carry the cellular phones with them at all times. Calls placed on a Township issued cellular phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
 - a. Elect to accept a taxable monthly stipend as the Township will not issue a cell phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a

Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own cellular equipment.

DATA CONNECTIVITY SERVICE

1. Under some circumstances, employees who are issued Township cellular phones may be provided with a data connectivity account. Usage of the data connectivity account on Township issued telecommunication equipment is intended for Township purposes to enhance the employee's performance of their job function. Acceptance of a data connectivity circuit constitutes acceptance of the Township Computer Usage Policy for this telecommunications data connection. Employees may:
 - a. Decline the addition of a data connectivity account to their telecommunication equipment.

STIPEND AMOUNT AND ELIGIBILITY

Eligible employees will be entitled to a monthly stipend in the amount delineated below, per job classification. This reimbursement will be included in the second payroll of each month. There are two potential stipend amounts for employees based on the following logic:

- a. \$60 per month: Employees who receive this stipend amount are expected to answer calls, texts, and emails on their phone and occasionally outside of general work hours.
 - b. \$35 per month: The employees are expected to be available via phone call or text message during work hours and occasionally outside of work hours (for call ins due to snow emergencies or other events). While an employee may opt to still check and respond to emails outside of work hours, these employees are not expected or mandated to do so.
1. Eligible employees at the \$60 per month level include:
 - a. Township Administrator
 - b. Township Assistant Administrator
 - c. Fire Chief
 - d. Police Chief
 - e. Finance Director
 - f. Public Services Director
 - g. ~~Planning and Zoning~~Development Director
 - h. IT Director
 - i. Police Lieutenants
 - j. Public Information Officers and Communications Specialist
 - k. Assistant Fire Chief
 - l. Fire Battalion Chief
 - m. Fire Division Chief
 - n. Fire Inspectors
 - o. Events Coordinator
 - p. Fleet Manager

2. Eligible employees at the \$35 per month level include:

- a. Roads Supervisor
- b. Parks Supervisor
- c. Maintenance Workers
- d. Code Enforcement Officer
- ~~e. Seasonal Code Enforcement Officer~~
- ~~f.e.~~ Code Enforcement Specialist
- ~~g.f.~~ Police Sergeants
- ~~h.g.~~ Police Detectives
- ~~i.h.~~ School Resource Officers
- ~~j.i.~~ Fleet Mechanic II
- ~~k.j.~~ Fire ~~Training~~ Administrative Assistant
- ~~l.k.~~ Fire Captains
- ~~m.l.~~ Fire Lieutenant
- ~~n.m.~~ Facility Manager
- ~~o.n.~~ Missing Persons Scribe

REGULATIONS ON USE

1. While at work employees are expected to exercise the same discretion to limit personal calls whether using Township issued cellular phones, personal cellular phones or Township-owned desk phones. Excessive personal calls during the work hours, regardless of the phone used, is unacceptable.
2. Repeated non-compliance with this policy shall result in progressive discipline including, but not limited to, loss of stipend.
3. Employees should be aware that all communication involving Township business is subject to the Freedom of Information Act. Failure to produce business related records from their Township issued or personal device shall be considered a breach of the Township's Record Retention Policy and subject to disciplinary action.

1.18 COLERAIN TOWNSHIP TRAINING AND TRAVEL POLICY

PURPOSE

The Township recognizes that there is likely a need for employees to travel to various types of training in order to further the employee's expertise. It is also understood that training provides a mutual benefit to both the employee and Township that will allow for enhanced operations and greater efficiency in service delivery. Training is encouraged and this policy directly addresses Township related expenses, such as mileage and meals.

Township Reimbursement

1. The Township may reimburse employees for expenses incurred while conducting business outside of the Township. Department Heads may also authorize in advance the reimbursement of expenses incurred while employees attend schools of instruction, institutes, or seminars of a nature directly relating to the art and science of their particular employment.
2. All requests for travel and training must be approved by the Department Head before any expenses are incurred. The Department Head should verify that there are sufficient funds in the training budget and that a purchase order or blanket certificate exists to cover the training. Employees may submit a request for training/travel form to their Department Head for approval.
3. The costs for registration, transportation, and lodging shall be reimbursed at a rate of the actual amount expended. Employees should submit a copy of the completed, signed travel expense reimbursement form or similar travel reimbursement approval documentation, along with a copy of all receipts. However, in those unusual circumstances in which receipts are not available, the following procedures should be followed:
 - a. Document time, date and type of expenditure, along with reason for lack of receipt.
 - b. Submit each individual non-receipt expense for approval by Department Head.
 - i. The Department Head must authorize, in writing, the approval of any such non-receipted items.
4. In each case (receipt and non-receipt), the overall expense must be submitted for authorization by the Department Head. The Board of Trustees are confident that none of the Township employees will take advantage of this benefit by abusing the fact that there is a "no limit per expense item." It is a known fact that travel expenses (lodging, meals) vary greatly across the country, consequently the reimbursement costs will also vary. Employees also shall not engage in training or travel if there is not adequate funding available. Travel requiring overnight stays shall be pre-approved by the Department Director and the travel form should be saved internally, in accordance with the Township's records retention schedule.

Per Diem

1. In lieu of providing receipts for meals and incidentals, the Township will provide daily per diem in accordance with the U.S. General Services Administration (GSA) schedule for meals and incidental expenses based on the location of the meeting/conference.
2. In no way does this policy on travel expenses require or obligate Colerain Township to pay for any expenses that are deemed inappropriate by the Employer. As a reminder, the use of a Township issued credit card or similar card should not be used for meal expenses.

MILEAGE

Under certain circumstances, employees may be required to travel to a location other than their normal workplace as part of their daily duties or for training. When this occurs, an employee will be eligible to submit a request for mileage reimbursement. All mileage incurred on an employee's privately owned vehicle related to work functions is eligible for this reimbursement. Note, commuting expenses to an employee's worksite are not eligible for reimbursement.

Travel that will be submitted for a mileage reimbursement must be by the most direct route to the final location, unless an alternate route would be more effective or save time.

In order to receive the mileage reimbursement, the employee must complete the mileage reimbursement form. Employees will be reimbursed at a rate of at the rate equal to that allowed by the Federal Government for private auto travel, or other rate determined by the Board of Trustees. Employees must submit any and all requests for reimbursement by the end of the month in which the mileage was earned.

A Department Head may reject a request for mileage reimbursement, provided they offer an appropriate rationale for the rejection in writing.

4.5 COLERAIN TOWNSHIP SOCIAL MEDIA POLICY

INTRODUCTION

Social media is a valuable tool that allows Colerain Township and Colerain Township personnel to enhance communication with residents, businesses, and the community at large. Social media provides an additional outlet for community education, community information, public safety notifications, and other pertinent information.

This Township recognizes that social media also plays a role in the personal lives of Township employees. Social media is a powerful communication tool that can have a significant impact on organizational and professional reputations. Because social media can blur the lines between personal voice and institutional voice, the township has created the following policy on how best to enhance and protect personal and professional reputations when participating in social media for those who choose to use it. The personal use of social media can have a direct effect on official Township business and operations and this policy shall apply to all employees.

PURPOSE

The purpose of this policy is to encourage the use of social media to advance the Township's goals of increased citizen engagement, increased transparency, and increased level of information dissemination. ~~The Township believes that it is important to leverage the power of social media to allow for an additional communication channel that provides citizens an opportunity for involvement, interaction, and feedback.~~

This policy also serves the purpose of outlining appropriate employee and department social media etiquette, in order to protect the Township's public image and to ensure that all employees are responsible and accountable for their personal and public use of social media. The contents of this policy will directly apply to all Colerain Township employees and facets of this policy will apply to individuals or businesses who engage directly with the Township on any of its social media platforms.

This policy outlines several uniform guidelines by which social media tools will be utilized to inform the public of Township activities. It also provides guidance on employee use of social media, records retention, and management of public comments. This policy is intended to serve as a minimum standard for employees and departments. Departments can enact more specific or restrictive procedures and employees of that department must adhere to the additional, more restrictive guidelines. Any policies/procedures for Emergency or Crisis Communications will supersede this policy, when appropriate.

This policy is not intended to interfere with or restrict an employee or citizens' right to engage in activities protected by the First Amendment of the U.S. Constitution.

SOCIAL MEDIA PLATFORMS

The purpose of Colerain Township's use of various forms of social media is to share family friendly posts of a public interest in Colerain Township with our many residents, businesses, and visitors.

Social media includes any website that allows one to expand their business and/or social contacts by making connections or communications through ~~web-based~~web-based applications. The term "Social Media" includes, but is not limited to:

- Social Networking Sites (Facebook, Linked In)
- Micro-blogging sites (Twitter etc)
- Blogs (including Township and personal blogs, as well as adding comments on such)
- Video and photo sharing websites (Flickr, YouTube, Snapchat and others)
- Forums and Discussion Boards (Google Groups, Yahoo! Groups, Reddit and others)
- Online Encyclopedias (Wikipedia, Sidewiki etc)

Social media is not intended to be the Township's primary means of communication with residents, businesses, and others. The Township uses public meetings notices, the Colerain Township website, newsletters, and other means to effectively share information with a variety of audiences.

All Colerain Township social media pages must be created by the Township and be identified with Township approved branding materials. If a department wishes to create a new social media page for their department, they must obtain approval from the Township Administrator or his/her designee. Once approved, the Administrator will work with the department to outline any necessary procedures for posting to the account. Once the account has been created, all login information, including user name and passwords, must be submitted to the IT Director. In the event that a page is linked to a personal account, then the IT Director will not need a copy of the login information. Under these circumstances, employees shall transfer account rights to another Township employee prior to termination of employment.

The Township will not maintain a social media presence on any site or platform that limits access based on race, ethnicity, religion, sexual orientation, physical ability, or other protected status.

EMPLOYEE USE

The term "employees" as used in this policy includes persons employed by the Colerain Township Board of Trustees, persons who have been appointed by the Board of Trustees to various Township boards and committees, persons while they are doing contract work for or are temporarily employed by the Board of Trustees, members of any committee appointed by the Trustees, and generally anyone who is covered by the township general liability policy while performing a function for Colerain Township.

Colerain Township employees are permitted to utilize free speech and to express themselves as a private citizen on social media platforms. Employees should refrain from working on any personal social media platform or blog during work hours, excluding breaks. Given that employees are representatives of the Township, they should exercise caution with their use of social media as postings are widely accessible, not easily retractable, and likely to be around for a long time, if not permanently. Personnel should be aware that privacy settings on social media sites change, and therefore employees should never assume that content posted on social media is protected or private. It is recommended that

employees only post pictures and comments that they would be comfortable sharing with the general public.

Employees not acting in their official capacity shall not represent or give the impression that they are acting in their official capacity. Employees must never use their township email account or password in conjunction with a personal social networking or social media site. Employees should also take appropriate measure to ensure that it is known that their own personal views are not views of the Township. To reduce the potential for confusion, when appropriate, employees should state something similar to the following: “The views expressed are mine alone and do not necessarily reflect the views of my employer, Colerain Township.”

If an employee wishes to post or respond to a post in an official capacity from their personal account, the employee should include their name, position title, and directly identify themselves as a Township employee. The employee should always show respect and only post about their area of expertise or work assignment.

Employees may be subject to discipline resulting from their use of personal social media when the use of social media can be directly tied to a negative impact on the Townships image or operations and that impact outweighs the employees First Amendment rights or interests. Depending on the nature and severity of the violation, this could include termination of employment. Examples of circumstances that might result in disciplinary action include and not limited to:

- ~~— Posting inappropriate and/or non-work related content during official Township functions~~
- ~~— Personal insults, ethic/racial slurs, obscenity, or any conduct that would not be deemed appropriate in the workplace~~
- Release of confidential or proprietary information, this includes violating records retention policies, confidentiality policies, or the Health Insurance Portability and Accountability Act (HIPPA)
- Posts that impede the performance of any Township department
- ~~— Posts that create conflict with coworkers~~
- Unauthorized use of the Township logo, branding materials, department titles, or any other marks or images
- ~~— Anything that could negatively affect the public perception of the Township~~

If an employee is aware of or has engaged in any type of behavior that would violate this policy, they should immediately notify their supervisor, who will notify the appropriate parties for follow-up action. If an employee has any questions regarding the contents of this policy, social media use, privacy, or potential content they should seek guidance from their direct supervisor.

RESPONSIBILITY FOR TOWNSHIP ACCOUNTS

It is the responsibility of each department head to ensure compliance with this policy and to develop internal procedures for use of department specific social media accounts. The number of posts, frequency of posts, and content contained in posts is at the discretion of the department head. Departments can also decide their own approach to addressing public comments, questions, and/or requests. In general, ~~most~~ individual complaints, concerns, or service requests will not be addressed via

social media. No Township employee's personal information or email addresses ~~will~~shall be posted on these sites.

At a minimum, departments that have their own social media site shall designate at least one individual who will be the account administrator. In order to ensure there is a uniform voice, all potential posts should be screened and approved by the account administrator prior to posting. This individual shall also be responsible for reviewing and responding to comments or feedback (if necessary) and should be well versed in operations of the department. This individual shall also be responsible for what is posted on the site and should ensure that all content is consistent with the department's mission, vision, and values.

In general, employees posting on an official Township social media account should remember that social media can be conversational. Employees should speak to our readers in the same manner that they would address a resident in a face-to-face setting. Try to avoid using jargon or formal language. Posts should never be combative and bear in mind that social media is not always the appropriate form of communication.

The Township will utilize social media to promote transparency and honesty in communications. However, employees shall not post on any items that are currently in litigation or likely to be in litigation in the future. Information to be posted on Township social media sites should be fact based. Chat functions on any of the Township's social media platforms ~~will~~shall not be used. The Township reserves the right to turn off the comment functionality on any Township social media account at any time and/or at the discretion of the department head responsible for maintaining the site. The Township can also discontinue the use of the platform at any time without explanation and/or warning.

It is the responsibility of the IT Director to administer security and monitoring measures that support this Policy.

RECORDS RETENTION

Public employees engaging in social media activities should be careful of the content of their communications and corresponding records retention requirements. The Township's use of social media platforms will comply with all provisions of Ohio law as all official accounts are considered extensions of the Township's information networks.

Please note that all posts from members of the public including comment, images/photos, usernames, and any other information will be reviewed by Township staff. ~~Colerain Township reserves the right to delete submissions that contain vulgar language, personal attacks of any kind, comments that are offensive to a person with reasonable sensitivity or target or disparage age, race, color, religion, national origin or ancestry, sexual preference, handicapped or disabled, genetic information, socio-economic status, marital/familial status, or status as a veteran or disabled veteran of the U.S. armed forces.~~

~~Further, Colerain Township reserves the right to delete postings and/or ban users that:~~

- ~~— Are spam or include links to other sites for promotion or profit~~
- ~~— Are clearly off topic~~

- ~~——— Advocate illegal activity~~
- ~~——— Promote or oppose particular services, products, or political issues, organizations and candidates~~
- ~~——— Infringe on copyrights or trademarks (including the promotion or endorsement of any financial, commercial, or non-governmental agency)~~
- ~~——— Are accusations made toward an individual that imply a particular individual is guilty of any criminal conduct or immoral activity~~
- Information that may compromise the safety or security of the public or public systems

Please note that the public comments expressed on social media accounts do not necessarily reflect the opinions of Colerain Township Trustees. ~~Anonymous comments are not permitted on Township sites.~~ Colerain Township is not responsible for any comments made by non-Colerain Township personnel and posted on Township social media. ~~Colerain Township personnel will make every effort to delete any offensive posts to the site as soon as possible, however the Township cannot guarantee the posts will be deleted prior to the 72 business hour response time. The Township reserves the right to block any user who regularly posts offensive or prohibited items.~~

~~When If a deleting~~ comments or posts ~~or post is ever deleted~~, staff sh~~all~~ould save a screen capture as a jpeg of the content and follow proper procedures for archiving. ~~Similarly, the decision on whether to allow posting or responses by third parties and the deletion of any such responses or postings shall be at the sole discretion of the Township and outside parties do not have any authority or right to control content or the length of time content may be posted.~~ Comments shall not be deleted, ~~or~~ removed, or edited based solely upon the views expressed ~~and will not be edited.~~

For questions regarding the operation and moderation of any Township social media site, please contact Colerain Township at (513) 385-7500.

5.8 COLERAIN TOWNSHIP FACILITY ~~SECURITY~~ POLICY

PURPOSE

Colerain Township desires to secure all of its facilities in a manner that prevents vandalism, theft, or other potential risks.

SECURITY LEVELS

In general, employees of Colerain Township will be considered authorized users of Township buildings and facilities. The general public will also be granted limited access to various portions of Township buildings during posted business hours.

All buildings will be locked outside of regular business hours and unavailable to the public. Limited employees will be granted access to these facilities. All buildings contain an access lock system. Employees will be issued ID badges that will provide the employee the ability to gain entry into restricted areas, based on their department and role. These badges will be deactivated on termination.

In addition to the controlled locking systems, fencing and alarms will be used as an additional layer of security to protect Township facilities and assets.

BUILDING AND LIFE SAFETY COMPLIANCE

All new construction and modifications to existing township facilities shall comply with applicable building, plumbing, electrical, mechanical, ADA, and other fire-life-safety codes enforced by the Hamilton County Building Department. All buildings that do not comply with existing rules and that have been grandfathered will be re-evaluated and updated to meet current standards set by the Hamilton County Building Code on an as needed basis.

Permits will be filed with the Hamilton County Building Department. The Building Department will require inspections and review all construction plans prior to the issuance of a permit or clearance for a construction or renovation project.

4.1 COLERAIN TOWNSHIP DONATION ~~ACCEPTANCE~~ POLICY

PURPOSE

It is important for the Township to be able to properly accept gifts and donations. Gifts can come in a variety of forms, including cash, checks, property/land, or other items of value.

EVALUATION

The Township will need to evaluate the financial and ethical ramifications of accepting any gift before it is formally accepted. Certain gifts might have use restrictions or place a financial burden on the Township. For example, if the Township were to accept a piece of land, the Township would also be accepting the responsibility to maintain said property. Depending on the condition of the property, it may or may not be in the best interest of the Township to accept the gift. In addition, vendors/companies will not be shown any special consideration or favoritism as a result of a gift to the Township. Simply receiving a check or item does not mean that the Township has accepted the gift.

Appropriate documentation must accompany gifts. This may be a letter, trust, or other agreement that outlines the intent of the gift, including any restrictions. The documentation must also be signed by the appropriate agent or person. The Township will not execute any donation agreement until the gift has been formally accepted by the Township Trustees. The Township will accept any cash donations that are donated as a thank you for public service.

The Finance Department and Administration should be notified of any gift. Township Administration shall evaluate the merits of the gift and, if deemed to be an appropriate gift, will place the donation on a Trustee agenda for consideration. The Trustees reserve the right to accept or deny any gifts.

Employees should exercise proper judgement when accepting gifts as to not compromise their own ethics or to violate any local, state, or federal law. Employees should not accept any gifts or favors which reasonably may be interpreted to be offered in order to influence an employee's decision making. Employees should not directly accept any gifts of more than a nominal value ~~(\$50)~~. Employees or Departments may utilize their own discretion in accepting gifts of ~~less than \$50 nominal~~ value. Nominal value should be determined in consultation with the Law Director.

ACCEPTANCE

Once a gift is accepted, it is irrevocable and the restrictions placed on its use must be strictly observed. These guidelines will help to ensure that gifts are properly accepted. The Department Head of the department that is bestowed the gift shall be the custodians of the funds/items and will be responsible for ensuring proper compliance with the intended use of the gift.

Currently, the Township operates The Legacy Tree & Bench Program. This program is designed for those persons or organizations desiring to commemorate a particular event by planting a tree or installing a bench. Some of the events include, but are not limited to: memorials, weddings, anniversaries, births, graduations, retirement or recognition of friends/associates.

All trees will be cared for the Public Services Department and come with a one year guarantee.

MAKING DONATIONS

Colerain Township reserves the right to make donations to appropriate non-profit organizations. If a contribution intended for a non-profit organization is improperly sent to Colerain Township, the Township will reimburse the intended organization in an equal amount.

Organizations seeking donations from Colerain Township must submit their request in writing to the Township Administrator. At a minimum, the request shall include a description of the event or cause supported, a description of how the cause or event will support residents of Colerain Township, an explanation of the financial impact, and a summary of the organizations budget and major sources of funding.

The Township Administrator, or designee, may request additional documentation to validate the non-profit status of the organization and to determine if any conflicts of interest exist. In general, the Township will not make donations to political organizations. All donation requests will be evaluated by the Board of Trustees for final approval.

4.7 COLERAIN TOWNSHIP TRAFFIC CALMING DEVICE POLICY

PURPOSE

Colerain Township understands that various neighborhoods and residents may desire a traffic calming/control device to be located in their neighborhood for the safety and well-being of the neighborhood. This policy outlines the general guidelines for submitting a request and how Colerain Township will evaluate the request.

In general, Colerain Township does not install speed humps/bumps on a Township Road. This comports with the professional opinion of the County Engineer. The basis for this is that Township roads operate as the primary through road in a residential subdivision that primarily serves the abutting property owners and the individual neighborhoods. Therefore, the traffic volumes along these streets should not be substantive enough to warrant this type of device. The installation of speed humps/bumps along a facility with a journalized speed limit of 25 mph is generally not recommended, because the speed is not significantly reduced due to the fact that speed hump/bump are designed for speeds between 15 mph and 25 mph. The journalized speed limit for a township road is set in accordance with the policies of the Ohio Department of Transportation (ODOT) and the speed study is reviewed and approved by ODOT prior to the posting of the speed limit.

FORMAL REQUEST

Residents who desire the installation of traffic control devices, such as chicanes, may request the Township to initiate a feasibility study by submitting a written request to the Township Administrator. The request should include the street name, a description of the need for a traffic control device, and contact information for follow up or clarification. Requests filed via email shall be considered written requests.

INTERNAL REVIEW

Upon receipt of a written request, the Administrator will work with the Public Services Department and Police Department to determine if a study is necessary and the general area for study. The study area shall include all properties that would reasonably be affected by the installation of the traffic calming device.

In most circumstances, it is likely that the Police Department will place a traffic monitoring device in the area to record the speed of motorists that use the street. The Police Department and Public Services Department will determine if any additional monitoring is necessary for the study and internal review. This initial feasibility study and review will document the traffic counts, speed studies, and could include analysis on accidents that occurred in the past five years. Typically, a traffic calming device will not be

considered for installation unless 85% of all traffic exceeds the posted speed limit by ten (10) miles per hour.

At the conclusion of the internal review, the Township will provide the individual requesting the traffic control device a copy of the feasibility study for the designated area.

INSTALLATION

In order to install a traffic control device, the street shall be:

1. Classified as a street maintained by Colerain Township as the Township will not install devices on a Federal, State, County, or Privately maintained roadway.
2. Residential in nature with a posted speed limit of 25 mph or less.
3. Determined to have a minimum average daily traffic (ADT) of 500 vehicles per day and a maximum ADT of 2,500 vehicles per day.
4. Determined to have a vertical profile (grade) of less than ten percent (10%).

It is worth noting that local streets with ADT exceeding 2,500 vehicles per day will not be considered for these devices. These devices will not be permitted for arterial and collector streets as identified by the Public Services Department.

Prior to any installation, the Township will solicit input from emergency services, utilities (private and public), and other key agencies. The Township Administrator may determine that the installation of traffic calming devices on a street is not feasible due to the disruption of emergency response equipment and other essential services. To emphasize an earlier point, the Township will not install a speed hump/bump under any circumstance.

Residents will be notified of the new traffic patterns and the installation of the new traffic control devices. This notification may take place via online platforms, such as the Township newsletter, Township website, or Township social media pages. The Township will utilize its best efforts to notify residents through other means.

REMOVAL

Existing speed humps may be removed if a petition with signatures from 60% of the affected properties is obtained, or where traffic circulation and safety concerns justify their removal as determined by the Township Administrator.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion to Appoint Trustee Matt Wahlert to the Hamilton County Solid Waste Management Policy Committee
Recommend ADOPTION of the Motion.

Rationale:

The Hamilton County Township Association has solicited nominations for its representative to the Hamilton County Solid Waste Management Policy Committee and there was one nomination: Colerain Township Trustee Matt Wahlert. ORC 3734.54 B3 requires every Township Board of Trustees in Hamilton County to vote on this appointment.

OLD BUSINESS

Department: Public Services

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Adopting Special Assessment Policy

Recommend ADOPTION of the Resolution.

Rationale:

At the October 26, 2021 Board of Trustees meeting, a discussion was held regarding potential funding sources to further existing road program dollars. In response to this discussion, staff has drafted the attached policy for consideration. This policy would provide residents with an opportunity to impose a special assessment on their property that would defray the cost of road repavement over a ten-year period. A first reading of this policy was held at the December 14, 2021 meeting.

The policy is drafted to mirror the existing process for the establishment of a lighting district (which is set by ORC) and conforms with other ORC requirements. This policy does not require any Trustee action, it simply provides the Trustees and residents with another tool to assist with the repavement of roads.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING ROAD PAVEMENT ASSESSMENT DISTRICT POLICY

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township
employees and residents; and;

WHEREAS, Administration and all departments intend on following the direction set by
the Trustees; and;

WHEREAS, the attached Road Pavement Assessment District Policy was drafted based
on best practices from other Townships and is intended to provide residents with an additional
method to fund street pavements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain
Township, Hamilton County, Ohio, as follows:

1. The attached Budget and Revenue Policy be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the
question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

5.25 COLERAIN TOWNSHIP ROAD PAVEMENT ASSESSMENT DISTRICT POLICY

PURPOSE

Colerain Township continues to explore ways to further existing dollars that are available to support our road pavement program. Colerain Township strives to have an adopted multi-year capital plan that includes and outlines the roads that are to be paved in the coming calendar years. Annually, the Board of Trustees will establish and contract for the paving of several Township streets, dependent on available funds.

This policy creates a process that residents can use to voluntarily create a Road Pavement Assessment District, an alternative method of funding roads. As part of this assessment process, residents choose to voluntarily pay a portion of the costs to pave the road. These costs are then assessed to the homeowner's property taxes over a ten-year time period. This policy outlines the process by which a resident can petition the Township to form a Road Pavement Assessment District.

PROCESS

Colerain Township will not accept a petition to establish a Road Pavement Assessment District unless the street is dedicated, accepted, and maintained by Colerain Township. Colerain Township residents or property owners who desire to have their roads repaved and are willing to pay for fifty percent (50%) of the costs must have the owners of more than fifty percent (50%) of the front footage of lots on the street sign a Petition to Establish a Road Pavement Assessment District. Blank versions of these petitions are available at the Township Administration Building.

Residents will need to collect signatures on the petitions that exceeds fifty percent (50%) of the total road frontage for each parcel on the street that is to be repaved. The petitions should be filed with the Township. It will be checked for accuracy by Township staff, including the Township Law Director. If the petitions are accurate and exceed the fifty percent (50%) frontage requirement, then the Fiscal Officer will set a date for public hearing within forty-five (45) days of the certification of petitions. The Fiscal Officer also signs a notice of acceptance at this time.

The Township will give notice to signers of the Petition of the time and date of the public hearing or public hearings, depending on the requirements of the Ohio Revised Code. The same notice will be served upon each lot owner in the proposed Road Pavement Assessment District no fewer than fifteen (15) days before the date of the hearing. Notice of hearing will also be published in a local newspaper at least two weeks before the hearing.

At the hearing, property owners in the proposed Road Pavement Assessment District will be provided an opportunity to speak. If the Board of Colerain Township Trustees decides in favor of the Road Pavement

Assessment District, they shall pass a resolution ordering the reconstruction of the roadway and establishing the assessment amounts for each property owner.

ASSESSMENT LEVEL

In order to calculate the assessment for each property owner, the Board of Trustees will use the below steps:

1. Calculate the total estimated cost to pave the road
2. Multiple the estimated cost by 50%
3. Divide the number by the number of lots that maintain frontage on the street
4. Divide that number by ten

The number provided at the end of the calculation will be assessed by the Trustees to each homeowner's property tax bill for ten consecutive years. The County Auditor will then assess for each lot on the semi-annual tax bill. The purpose of the above calculation is to split the cost evenly among all homeowners on the street in question and to ensure that the costs are defrayed over a ten-year period.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

Donation Acceptance - Public Services - Park Bench

Recommend approval of all consent items.

Rationale:

Colerain is appreciative of a donation from Tonya Bailey of a bench for our parks made out of recyclable bottle caps that will require little to no maintenance. She is donating the bench in memory of her mother.



CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire & EMS- \$100.00

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Department of Fire & EMS is grateful for a \$100.00 donation from Hair Max Beauty Supply Northgate.

**LEE'S BONSAI TREE CORP DBA
HAIR MAX BEAUTY SUPPLY NORTHGATE**

9637 COLERAIN AVE
CINCINNATI, OH 45251-2005

01-18

2255

DATE 5/18/11

6-12/410
108

CHECK ARMOR
IMAGE PROTECTION

PAY
TO THE
ORDER OF

Colerain TWP Fire Dept

\$ 100 ⁰⁰/₁₀₀

One hundred and ————

DOLLARS



Photo
Safe
Deposit
Defender



PNCBANK

PNC Bank, N.A. 070

FOR _____

King W. L. W.

[Redacted signature area]

Revised Clause

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - \$100.00

Recommendation: Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Police Department is grateful for a \$100.00 donation from Hair Max Beauty Supply Northgate.

CONSENT ITEMS

Department: Administration

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

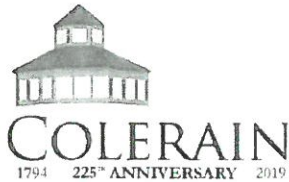
New Hire - Police Clerk - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Kiah Roberson.

The wage for this job is \$15.00 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on January 12, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Reconfiguration of position - Date of Trustee Approval [Click or tap here to enter text.](#)
☒ Replacement existing vacancy

Job Code: [Click or tap here to enter text.](#) Position Number: [Click or tap here to enter text.](#)

Status: ☒ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☐ FLSA Non-Exempt ☐ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Kiah Roberson

Hourly rate: \$15.00 Employee Supervisor: Michael Owens

Min/Max hours/week: 40

Proposed start date: 01/12/2022 Eligibility Date: 01/12/2022

Tentative schedule of hours: [Click or tap here to enter text.](#)

Does this position supervise staff? ☐ Yes ☒ No

Comments: [Click or tap here to enter text.](#)

Department Head Name: Mark Denney

Signature: [Click or tap here to enter text.](#)

Date: 12/29/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals and drug tests is: 1/12/2022

Administrator Signature: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Justin Hussel, Nancy Spears, Kelley Hopewell

Interview dates: 7/29/21

Number of applications: 23

Number of candidates interviewed: 19

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

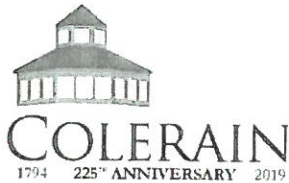
New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Andrew Morris

The wage for this job is \$25.48 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on January 12, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 1/11/2022

Job Code: 146 – Uniformed Police Officer Position Number: 4055- Uniformed Police Officer

Status: ☒ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Andrew Morris

Hourly rate: \$25.48 Employee Supervisor: Lt. Edwin Cordie

Min/Max hours/week: 40

Proposed start date: 01/12/2022 Eligibility Date: 01/12/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Mark Denney

Signature: _____

Date: 12/29/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 1/12/2022

Administrator Signature: _____

Date: 1.6.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Justin Hussel, Nancy Spears, Kelley Hopewell

Interview dates: 7/29/21

Number of applications: 23

Number of candidates interviewed: 19

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal:

Promotion - Full-Time Firefighters - Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The position of full-time firefighter was posted, applications were received, and interviews conducted. A conditional offer of employment was extended to the following individuals:

- Patrick Dixon
- Collin Lawson
- Jacob Luken
- Eric Martin

The wage for this job is \$18.20 per hour for 53 hours per week. Contingent upon Board approval, they would be eligible to begin work on January 23, 2022.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Patrick Dixon Department: Fire & EMS
Board Approved _____
Date: 1/11/2022 Date Effective: 1/23/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 1/22/2022
Full-Time: ☒ Start Date: 1/23/2022

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part-Time Firefighter/EMT</u>	Title/Dept: <u>Full-Time Firefighter/Medic Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$14.94 hourly</u>	Salary: <u>\$50,149.00/\$18.20</u>
Status: ☐	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of COBRA Rights? _____ Date Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐

COLERAIN TOWNSHIP

EMPLOYEE STATUS CHANGE

EMPLOYEE PROFILE

Employee Name: Collin Lawson Department: Fire & EMS
 Board Approved _____
 Date: 1/11/2022 Date Effective: 1/23/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
 Rehire: ☐
 Part-Time: ☐ Start Date: _____ End Date: 1/22/2022
 Full-Time: ☒ Start Date: 1/23/2022

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part-Time Firefighter/EMT</u>	Title/Dept: <u>Full-Time Firefighter/Medic Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$14.94 hourly</u>	Salary: <u>\$50,149.00/\$18.20</u>
Status: ☐	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP ☐ Voluntary ☐ Life ☐

Eligible for Notice of _____ Date
 COBRA Rights? _____ Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Jacob Luken
Board Approved
Date: 1/11/2022

Department: Fire & EMS
Date Effective: 1/23/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 1/22/2022
Full-Time: ☒ Start Date: 1/23/2022

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part-Time Firefighter/EMT</u>	Title/Dept: <u>Full-Time Firefighter/Medic Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$14.94 hourly</u>	Salary: <u>\$50,149.00/\$18.20</u>
Status: ☐	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of
COBRA Rights? _____ Date
Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Eric Martin
Board Approved
Date: 1/11/2022

Department: Fire & EMS
Date Effective: 1/23/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 1/22/2022
Full-Time: ☒ Start Date: 1/23/2022

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part-Time Firefighter/EMT</u>	Title/Dept: <u>Full-Time Firefighter/Medic Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$14.94 hourly</u>	Salary: <u>\$50,149.00/\$18.20</u>
Status: ☐	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of
COBRA Rights? _____ Date
Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐