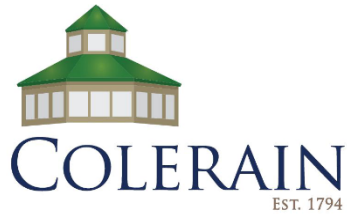


Regular Meeting of the Board of Trustees - October 11

October 11, 2022

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Proclamation - Rhonda Lahmann
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - Public Services**
 - a. First Reading - Resolution Adopting Right of Way Utility Policy
 - b. Motion Authorizing Township Administrator to Enter into Agreement with Cartegraph for Asset Management for \$44,000
 - c. Resolution for the Disposal of Property
 - Development**
 - a. Motion to Establish Façade Improvement Program
 - b. Resolution Establishing Nuisance Property
 - c. Resolution Establishing Rental Registration
 - Administration**
 - a. Motion to Establish 2022 Halloween Trick or Treat Hours in Colerain Township to be from 6 PM to 8 PM on October 31, 2022
 - b. Resolution Accepting Amounts and Rates- 2023 Tax Budget
 - c. Resolution Authorizing the Adoption of Amended Appropriations
 - d. Motion Authorizing the Township Administration to Execute a Collective Bargaining Agreement with the IAFF Local 3915
11. **Old Business**
12. **Consent Items**



- a. Donation Acceptance - Administration - Matt Wahlert - \$50 - Veterans Dinner
 - b. Donation Acceptance - Public Services - Kendra Leone - \$200 - Street Trees
 - c. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Sam Woodward, Andrew Harrington, & Linnea Head - \$18.20 per hour
 - d. New Hire - Police Officer - Police Department - Tyler Noell - \$25.48/hour
 - e. Contract - Urban Canopy Works - Street Tree Planting Arborist - \$3,100
- 13. **Fiscal Office Report**
 - 14. **Executive Session** – if needed
 - 15. **Adjournment**

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Proclamation - Rhonda Lahmann

Recommend ADOPTION of the Proclamation.

Rationale:

This proclamation will recognize October 12th, 2022 as Rhonda Lahmann Day in Colerain Township.

=

**PROCLAMATION
RECOGNIZING RHONDA LAHMANN
OCTOBER 11, 2022**

Hamilton

.....County, Ohio

Colerain

Be It Proclaimed *by the Township Trustees ofTownship, that*

WHEREAS, Rhonda Lahmann is an active member and Volunteer of the Colerain Township Citizen's Police Academy; and

WHEREAS, Rhonda has served as Secretary, Vice-President and President of the Board of the Colerain Township Citizen's Police Academy, serving as President twice during the Covid 19 Epidemic; and

WHEREAS, Rhonda is an active member and Volunteer of the Colerain Township Citizen's Fire Academy and currently holds the office of secretary of the Board of the Colerain Township Citizen's Fire Academy; and

WHEREAS, Rhonda actively serves as a member of "A Greater Northbrook", volunteering at almost all of their events and projects; and

WHEREAS, Rhonda has been battling breast cancer for several years and continues to be an integral part of the Colerain community that is always equipped with a smile and friendly disposition; and

WHEREAS, October is Breast Cancer Awareness month, and the Colerain Township Board of Trustees want to celebrate Rhonda and all other champions of our Township who battle this disease and still work to make our community a better place.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize October 12, 2022 as Rhonda Lahmann Day in Colerain Township.

11th

October

2022

Adopted theday of

Attest

Fiscal Officer

.....

.....

Township Trustees

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie

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:

6263 Oakcreek Ln	510-0213-0059-00
10354 Fay Ln	510-0113-0414-00
11321 Hamilton Ave	510-0021-0065-00
2963 Kingman Dr	510-0054-0293-00
10213 Pottinger Rd	510-0113-0196-00

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 of October 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 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>
6263 Oakcreek Ln	510-0213-0059-00
10354 Fay Ln	510-0113-0414-00
11321 Hamilton Ave	510-0021-0065-00
2963 Kingman Dr	510-0054-0293-00
10213 Pottinger Rd	510-0113-0196-00

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: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 11th day of October 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)
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 October 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

First Reading - Resolution Adopting Right of Way Utility Policy

No action is requested of the Board.

Rationale:

This policy was identified in the 2022 Strategic Plan as an item to address. This policy will accomplish two primary objectives:

1. Align and coordinate calendars among utility companies in Colerain.
2. Penalize companies that destroy a roadway shortly after the completion of Township work in the right of way.

Often, residents become frustrated when a utility company comes through and performs routine infrastructure improvements shortly after the Township has repaved a roadway. This policy should help to reduce this frustration in the future and will provide Colerain with an opportunity to invoice those agencies for damage done to the roadway for a full replacement to Township standards.

Members of the Public Services team work shopped this policy with the Metropolitan Sewer District and Greater Cincinnati Water Works.

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 A RIGHT OF WAY UTILITY 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 policy has been updated to establish guidelines for utility
work conducted in the Township Right of Way; and;

WHEREAS, this policy will supersede all previous versions of any previously adopted
Policy.

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

1. The attached Right of Way Utility 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: Ms. 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
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



5.28 COLERAIN TOWNSHIP RIGHT OF WAY UTILITY POLICY

PURPOSE

This policy will create a concise schedule of maintenance of the Right of Way (ROW) in Colerain Township that benefits both the Township and the utility company and create an efficient flow of services between Colerain's Public Services Department and the various utility companies. This policy will help to set standards to ensure proper coordination of road work between the various utility companies in Colerain Township.

SCHEDULING

Colerain Township will establish a point of contact with all associated utility companies to create more efficient communication. The utility company must connect with the Township following the initial permit process to verify the dates of their ROW maintenance. If the Township is planning on conducting maintenance to the same ROW in the coming months, the utility company may proceed with their ROW maintenance. If the utility company wishes to conduct a ROW project on a ROW Colerain Township has recently completed road work on, the utility company must either pay the past date fees and/or seek alternative options to conduct their project without damaging the recently renovated ROW.

Both Colerain Township and the utility company should comprise a calendar of all the ROW projects they plan to complete in the next five years. This will give both Colerain Township and the utility companies an advanced notice on their respective projects. This calendar will allow the utility company to plan around Colerain Township's calendar and be able to apply for as many reimbursements as possible. These dates will be subject to change and the utility company is advised to contact the Township to verify the dates as they approach in.

If the utility company does not follow the schedule of dates set by Colerain Township and conducts a ROW project within five years of completion of the Township's project, the utility company must pay a late fee. This fee is set by the Township based on the amount of destruction done to the ROW. The utility company will be encouraged to seek less invasive methods of conducting their ROW project such as micro trenching. Emergency circumstances shall not be subject to the penalty described in this policy.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing Township Administrator to Enter into Agreement with Cartegraph for Asset Management for \$44,000

Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Public Services Department is in need of a modernized asset management software that will be able to keep inventory and track resources and assets, while also mapping locations of road signage and work completed. Three companies were contacted:

- Cartegraph - \$44,000 for implementation and the first year of the annual subscription
- Central Square - \$110,580 for implementation and the first year of the annual subscription.
- City Works – No response

Public Services employees have had demonstrations from the two companies that provided quotes, and it is their recommendation that the Township approve entering into a contract with Cartegraph, an OpenGov company, which has the lowest quote and best options for the department's needs.



Colerain Township, OH

Cartegraph Solutions

Budget Proposal

Purchase Agreement: PA-005677
Date Prepared: 8/22/2022
Date of Expiration: 9/30/2022

DRAFT

For any questions or assistance, please contact:

Frank Garguiolo
Business Development Manager
Phone: (800) 688-2656
Mobile: +1 7168126442
Email: frankgarguiolo@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Budget Proposal

Cartegraph Systems LLC is pleased to present this Budget Proposal for the implementation of world class technology solutions. This Budget Proposal is for informational purposes only and is not intended to be a formal solution configuration or pricing document. Based on the core needs that have been identified through discussion with you, Cartegraph is providing the following preliminary Solution for planning purposes only, with the understanding that it will be refined once final requirements and scope are confirmed.

CUSTOMER ADDRESS:

Colerain Township, OH
4200 Springdale Road
Cincinnati, Ohio
45251

LICENSEE ADDRESS:

Colerain Township, OH
850 Asbury Drive
Cincinnati, Ohio
45251

The following Addendums are attached to the Budget Proposal and are incorporated by reference:

ADDENDUM A - Not Used

ADDENDUM B - Not Used

ADDENDUM C - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement

ADDENDUM D - Not Used

ADDENDUM E - CARTEGRAPH OMS EDITIONS

ADDENDUM F - Not Used

DRAFT

Investment Summary

The following section describes Budget Proposal line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 01 - 1/3/2022 - 1/2/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 14,000.00
2	OMS User	OMSUSR	5	USD 2,500.00
3	Stormwater Domain	DOM007	1	USD 2,000.00
4	Transportation Domain	DOM008	1	USD 1,500.00
Term 01 - 1/3/2022 - 1/2/2023 - Subscription TOTAL:				USD 20,000.00

Term 01 - 10/1/2022 - 9/30/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Services Statement of Work to be created once formal go-ahead given	CGPFSV	1.00	USD 24,000.00
Term 01 - 10/1/2022 - 9/30/2023 - Services TOTAL:				USD 24,000.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 44,000.00
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Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- Customer Purchase Order or Contract must reference the Cartegraph Purchase Agreement Number identified on the title page of this document for pricing to be valid.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 9/30/2022



ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-21-03688
Created On: 9/30/2022
Order Form Expiration: 11/30/2022
Subscription Start Date: 12/1/2022
Subscription End Date: 11/30/2023

Prepared By: Julian Jackson
Email: Jjackson@opengov.com
Contract Term: 12 Months

Customer Information		
Customer:	Township of Colerain, Hamilton County, OH	
Bill To/Ship To:	4200 Springdale Rd Colerain Township, OH 45251 United States	
Contact Name	Kraig Rieman	
Email:	krieman@colerain.org	

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date		Annual Fee
OMS Plus	12/1/2022	11/30/2022	1	\$14,000.00
OMS User	12/1/2022	11/30/2022	5	\$2,500.00
Stormwater Domain	12/1/2022	11/30/2022	1	\$2,000.00
Transportation Domain	12/1/2022	11/30/2022	1	\$1,500.00

Annual Subscription Total: \$20,000.00

PROFESSIONAL SERVICES:

Product / Service	Description	
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW.	
	25% upon execution of this Order Form	Professional Services Payment 1: \$6,000.00
25% at the completion of the assessment/delivery, or 3 months from execution of this Order Form whichever is sooner		Professional Services Payment 2: \$6,000.00
25% at the completion of the test deployment, or 4 months from execution of this Order Form whichever is sooner		Professional Services Payment 3: \$6,000.00
25% at the completion of production deployment, or 6 months from execution of this Order Form whichever is sooner		Professional Services Payment 4: \$6,000.00
		Professional Services Total: \$24,000.00

Billing Table:

Billing Date	Amount Due	
December 1, 2022	\$26,000.00	(Annual Software Fee + Professional Services Payment 1)
March 1, 2023	\$6,000.00	(Professional Services Payment 2)
April 1, 2023	\$6,000.00	(Professional Services Payment 3)
June 1, 2023	\$6,000.00	(Professional Services Payment 4)

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties, effective **July 13, 2018** as amended ("SSA") and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Special Terms: Section 6.1 (b) is hereby updated to read: OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

Township of Colerain, Hamilton County, OH

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

OpenGov OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- OpenGov will setup a hosted, sandbox and production OMS environment.
- OpenGov will provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- OpenGov will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- OpenGov will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- OpenGov will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- OpenGov will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- OpenGov will provide a remote requirement gathering workshops, a total of twelve (12) hours requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

- OpenGov will provide configuration services, including:
 - Up to five (5) custom fields and up to one (1) custom layout per asset type listed in the Assets section below
 - Up to ten (10) custom fields and up to five (5) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to five (5) automations
 - Up to five (5) preventative maintenance plans

Training

- OpenGov will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- OpenGov will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- OpenGov will provide a "train-the-trainer" training event, up to sixteen (16) hours. The training agenda will be defined and agreed upon by both OpenGov and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager
- OpenGov will provide remote train-the-trainer training, up to four (4) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.
- OpenGov will provide remote train-the-trainer training, up to two (2) hours, on Preventative Maintenance Plans functionality. Training topics include:
 - Preventative Maintenance
 - OpenGov recommended best practices for proactive asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- OpenGov will provide remote train-the-trainer training, up to two (2) hours, on Advanced Inspections and Asset Condition Manager functionality. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor

- Install/Replaced Dates
- OpenGov recommended best practices for advanced inspections and condition management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- OpenGov will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- OpenGov will provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- OpenGov will provide installation and training on the following seventeen (17) asset types:
 - Stormwater (9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
 - Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support

OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including OpenGov Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

Customer/OpenGov Responsibilities

Project representatives from Customer and OpenGov accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of OpenGov in the Agreement. Ongoing management of the day-to-day allocation of Customer and OpenGov resources and management of project tasks is the responsibility of the Customer and OpenGov project representatives. Customer and OpenGov project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the OpenGov obligations listed in this Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, OpenGov personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While OpenGov respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to OpenGov. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in OpenGov's system requirements documentation such that delivery and execution of OpenGov Field Services will not be impeded.
3. Customer and OpenGov understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, OpenGov utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet OpenGov system requirements as specified in the OpenGov System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. OpenGov will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with OpenGov to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at OpenGov's discretion.

Not-to-Exceed Agreement

OpenGov will not exceed the total included in this Agreement without written approval from Customer. In the event it becomes apparent to OpenGov that additional Service will be needed due to any changes in the scope of this Agreement, OpenGov will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

OpenGov OMS Editions

OpenGov OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution for the Disposal of Property

Recommend ADOPTION of the Resolution.

Rationale:

Per the attached memorandum from the Township Fleet Manager, the Township is looking to auction the following units from the Public Services Department:

Unit#3-106BH – 1992 Case Backhoe, Vin# JJG0169885

Unit#4-536 – 2004 12Ft P J Trailer-Model 7712G, Vin# 4P5SA121842048508

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 FOR DISPOSAL BY SALE OF EQUIPMENT AND VEHICLES WHICH
ARE OBSOLETE, UNFIT, OR UNNEEDED FOR PUBLIC USE
(O.R.C. Sec 505.10)**

WHEREAS, Ohio Revised Code Sec. 505.10 authorizes the Board of Trustees to dispose of
personal property, including motor vehicles, road machinery, equipment, and tools, which the
Board finds by resolution are not needed for public use, or are obsolete, or are unfit; and

WHEREAS, Ohio Revised Code Sec. 505.10 (A)(2)(a) authorizes the Board of Trustees to sell
by private sale, without advertisement or public notification, if the property to be sold is, in the
opinion of the Board, \$2,500.00 or less.

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

1. The Board of Trustees finds that, in the opinion of the Board, the following equipment is not
needed for public use, or are obsolete, or are unfit, and that, in the opinion of the Board, each
vehicle has a fair market value of \$2,500.00 or less:

Unit#3-106BH – 1992 Case Backhoe, Vin# JJG0169885

Unit#4-536 – 2004 12Ft P J Trailer-Model 7712G, Vin# 4P5SA121842048508

2. Pursuant to O.R.C. Sec. 505.10 (A)(1), the Board directs that the method of public sale of the
equipment listed above shall be by auction conducted by the GovDeals, and, accordingly, that
said equipment be delivered to that company, and that the sale occur after the notice and
publication requirements of O.R.C. Sec. 505.10 (A)(1) are met; and

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 this Resolution shall be effective at the earliest date allowed by law; and

5. 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.

Trustee _____ 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 _____, 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
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

Memo



To: Jeff Weckbach, Administrator
Tawanna Molter, Assistant Director of Public Services
From: Mike Adler, Fleet Manager
Date: September 26, 2022
Re: Proposal – Disposal of Township Vehicles and or Equipment

This is a proposal and recommendation to dispose of the following township vehicles and or equipment using Govdeals auction website.

The following vehicles and or equipment have been taken out of service for either mechanical or other issues that would not allow the vehicles and or equipment to operate in a safe manner to do township business.

Following Vehicle/Equipment is from the Roads Division,

Unit#3-106BH – 1992 Case Backhoe, Vin# JJG0169885

Should you have any questions regarding this matter please do not hesitate to contact me.

Memo



To: Jeff Weckbach, Administrator
Tawanna Molter, Assistant Director of Public Services
From: Mike Adler, Fleet Manager
Date: October 4, 2022
Re: Proposal – Disposal of Township Vehicles and or Equipment

This is a proposal and recommendation to dispose of the following township vehicles and or equipment using Govdeals auction website.

The following vehicles and or equipment have been taken out of service for either mechanical or other issues that would not allow the vehicles and or equipment to operate in a safe manner to do township business.

Following Vehicle/Equipment is from the Parks Division,

Unit#4-536 – 2004 12Ft P J Trailer-Model 7712G, Vin# 4P5SA121842048508

Should you have any questions regarding this matter please do not hesitate to contact me.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to Establish Façade Improvement Program

Recommend ADOPTION of the Motion.

Rationale:

This item was tabled at the September 27, 2022 Board of Trustee meeting. Staff is recommending that if this program is approved that it be launched January 1, 2023. Staff is recommending that \$55,000 of Community Development Block Grant Funds be set aside for this program in 2023.



Colerain Township Façade Improvement Program

Colerain Township Development Department
4200 Springdale Road
Cincinnati, Ohio 45251
513-385-7500

Façade Improvement Program Guidelines

OVERVIEW:

The Façade Improvement Program offers a grant to property owners looking to invest in the exterior of their commercial buildings in Colerain Township. This program is an opportunity for property owners located in a business district to reinvigorate their building's appearance.

ELIGIBILITY:

1. Any property that is zoned B-1, B-2, B-3, PD-B or O-1 are eligible to apply for this program
2. Limited to one project per business
3. Buildings with multiple tenants should attempt to have a uniform design in the updated façade appearance
4. The proposed project must meet Colerain Township Zoning and Hamilton County Building standards
5. Property must not have any outstanding zoning violations
6. Applicant must have letter of consent from property owner if the applicant is not the owner

GRANT AMOUNT/FUNDING/ELIGIBLE COSTS:

The façade improvement program will give property owners an opportunity to use the matching grant on eligible project costs up to \$12,000 to update their commercial building. This offers property owners the ability to update features of their building's exterior such as lighting, windows, paint, awnings, signage, and other characteristics. This program is for exterior updates only.

Eligible costs include material and labor expenses related to the improvements such as supplies for repainting the building, lighting fixtures for the building exterior, tuck-pointing for the brick exterior of a building, and any labor charges associated with the completion of the project.

The program is administered on a 50% reimbursement basis requiring the property owner to pay for all project costs up front. After the completion of the project, the owner will be reimbursed for half of the costs that they incurred up to the maximum amount of \$6,000.

APPLICATION REQUIREMENTS:

Applicants are recommended to schedule a pre-application meeting with Colerain Township Development Staff to review the proposed project plans and eligibility. If the applicant is not the owner of the property for the proposed improvements, the applicant will need a letter of consent from the owner.

ELIGIBLE PROJECTS:

Eligible projects for this program include but are not limited to:

- Improving exterior lighting
- Additions or repair to awnings

- Signage improvements or replacements
- Tuck-pointing
- Exterior paint
- Renovation or restoration of building frontage
- Any costs for labor or materials associated with these projects

INELIGIBLE PROJECTS:

Projects that are not eligible for this program include but are not limited to:

- Any property located in a Residential or Industrial Zoning District
- New construction
- Design costs
- Any improvements made before the introduction of the program
- Any improvements started prior to the approval of a grant application
- Any improvements being made to the interior of the building
- Any improvements being made without the proper certificates/permits
- Any temporary improvements made to the building

Examples of ineligible projects include roofing repairs or replacements, non-permanent fixtures, seasonal decorative fixtures, and landscaping.

PROGRAM REQUIREMENTS:

- General Requirements
 - Property must be located in a Business or Office District (B-1, B-2, B-3, PD-B, O-1)
 - Consent from the property owner must be obtained if the applicant is not the property owner
 - Application submittal must include a detailed budget with funding sources, project renderings, and a site plan of where improvements are located
 - Applicant must obtain all applicable certificate/permit approvals

REIMBURSEMENT REQUIREMENTS:

- Eligible expenses are reimbursable if incurred after the approval of the application
- Applicants must pay for full costs of renovations up front prior to reimbursement
- Applicants must keep and share all receipts related to project transactions

CONTACT:

If you have any questions about this program, feel free to contact our Development Department at 513-385-7500 or email us at sspringsteen@colerain.org.

APPLICATION PROCESS:

1. Step One: Pre-application Meeting
2. Step Two: Façade Improvement Application Submittal
3. Step Three: Project Approval Process
4. Step Four: Project Completion & Grant Reimbursement

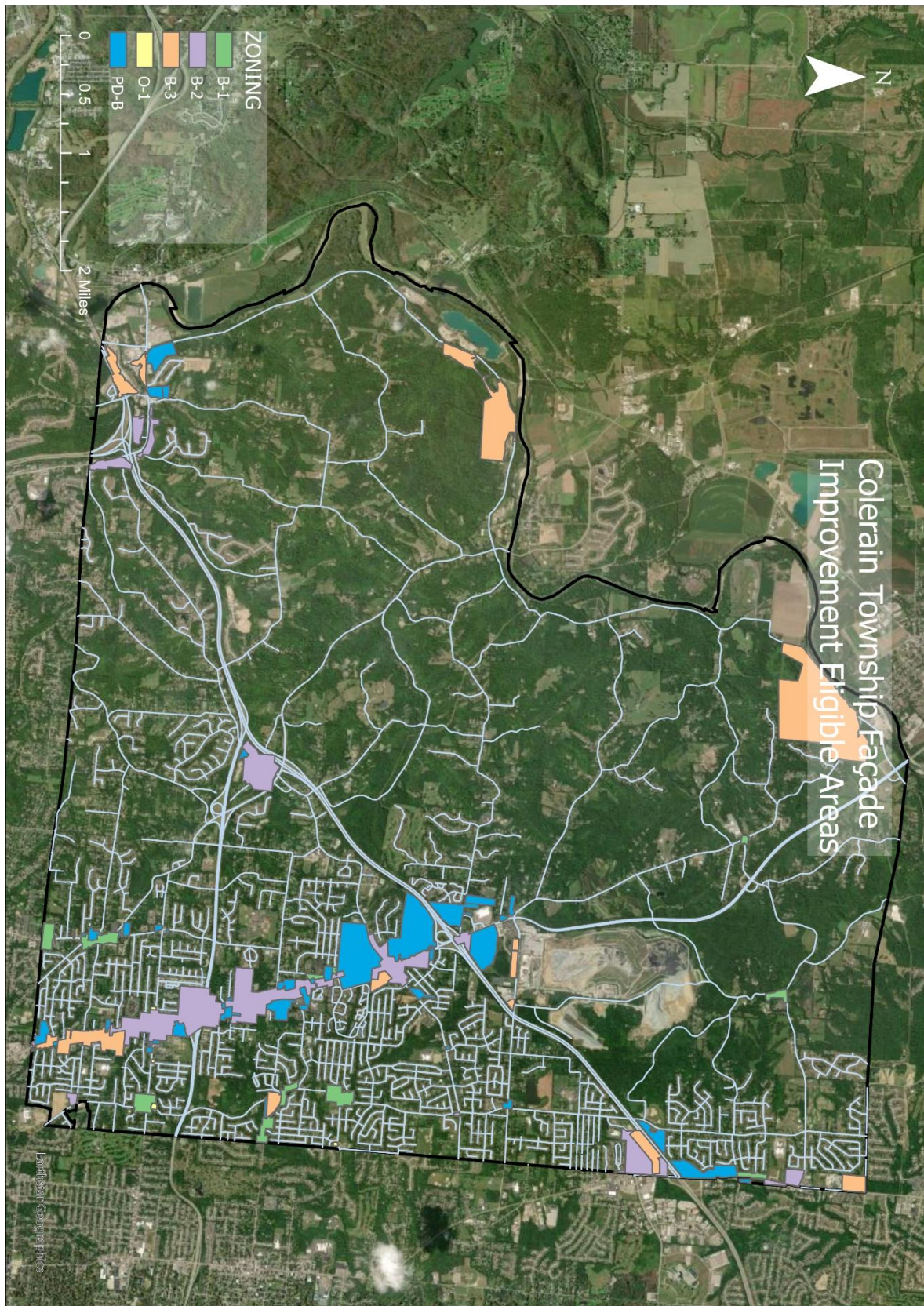
Application Link: <https://coleraintownshipoh.viewpointcloud.com/>

Find out your property's Zoning: <https://cagis.hamilton-co.org/cagisonline/>

Program Schedule:

1. Program Open Date: TBA
2. Application Due Date: TBA
3. Committee Review: TBA
4. Grant Awards Announced: TBA

Map of Target Area



Applicant



Stephen Springsteen
5139235021
@ sspringsteen@colerain.org

Change Applicant

Location

PRIMARY LOCATION

The main location associated with this record.



4200 SPRINGDALE RD, Colerain, OH 45251
Owner: COLERAIN TOWNSHIP BOARD OF TRUSTEES

Change Location

Please fill in the required fields.

Pre-Application Meeting

Pre-application meetings are not required, but are encouraged.

Have you had a pre-application meeting? *

Yes

Eligibility

To find the zoning of the property you are applying for, search for your property on this CAGIS web map: <https://cagis.hamilton-co.org/cagisonline/>

Property Zoning *

B-2

Do you have owner consent? *

Yes

Cost of Improvements *

12000

Project Type * ?

Tuck-Pointing

Do you have necessary permits to do improvements? *

In the process of obtaining permits

I have read the Façade Improvement Program Guidelines. *

Stephen Springsteen Clear

Project Description

Comprehensive Project Description *

Looking to do tuck-pointing to the brick exterior to the building located at 4200 Springdale Road.

Application Reviewer Section

Project Summary * ?

Tuck-pointing brick exterior

Application Comments ?

Property is in good standing and are in the process of obtaining proper

Applicant Had Pre-Application Meeting



Number of Program Requirements Met * ?

This field is required.

Staff Reviewer *

Stephen Springsteen



Completion Date By: * ?

12/14/2022

Reviewer Title ?

Development Officer



Other Reviewer Title ?

Proof of Owner Consent

Required

Please attach a document that contains the written consent of the owner of the building, allowing these façade updates to be made.

zzApproved Stamp FINAL.jpg



Uploaded by Stephen Springsteen on Sep 8, 2022 at 3:51 pm

Detailed Budget

Required

Please provide a budget of the project with as much detail as possible. A excel file format would be preferred.

zzApproved Stamp FINAL.pdf



Uploaded by Stephen Springsteen on Sep 8, 2022 at 3:51 pm



Add New Attachments

Façade Improvement Program

Colerain Township

Hamilton County, Ohio
Development Department
4200 Springdale Road
Colerain Township, Ohio 45251



Façade Improvement Program: FIP-22-1

ADDRESS: 4200 SPRINGDALE RD , Colerain, OH 45251

APPLICANT TYPE: Tuck-Pointing

ZONING: B-2

ISSUED TO: Stephen Springsteen

4200 Springdale Road
Cincinnati, Ohio, 45251, Ohio 45251

CERTIFICATE TYPE: Tuck-Pointing

CERTIFICATE DATE: September 8, 2022

PROJECT DETAILS: Looking to do tuck-pointing to the brick exterior to the building located at 4200 Springdale Road.

BUDGET: \$12,000

COMPLETION DATE BY: December 14, 2022

STAFF COMMENTS: Tuck-pointing brick exterior

APPLICANT SIGNATURE:

Stephen Springsteen

DATE: September 8, 2022

APPROVED BY:

Stephen Springsteen

Development Officer

DATE: September 8, 2022



**Colerain Township
Façade Improvement Program
Peer City Examples**

Colerain Township Development Department
4200 Springdale Road
Cincinnati, Ohio 45251
513-385-7500

Façade Improvement Program Examples

Covington, KY

- Administered within the Small Business Program, designed to stimulate the establishment of new businesses/help existing businesses improve/expand
- Funded annually with \$75,000 from General Fund and \$75,000 from Economic Development Fund for total of \$150,000 per year for Façade Program and Commercial Rent Subsidy Program
- Offers property owners a reimbursable 50% matching forgivable loan up to \$6,000 to update commercial building's façade, i.e., lighting, windows, painting, signage, and other exterior building improvements visible from the street
- Loan can also be used on the interior to white box the vacant building for lease
- Full repayment of the façade incentive required should the property owner sell the property within 3 years
- Loans provided to local businesses since starting in 2017:
 - 2018: 9 loans @ approximately \$5,000-\$6,000 each = \$49,500
 - 2019: 9 loans @ approximately \$5,000-\$6,000 each = \$49,500
 - 2020: 8 loans @ approximately \$5,000-\$6,000 each = \$44,000
 - 2021: 14 loans @ approximately \$5,000-\$6,000 each = \$77,000
 - 2022: 9 loans @ approximately \$5,000-\$6,000 each = \$49,500

BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER



Sharonville, OH

- Administered by Economic Development Department, designed to strengthen locally owned small businesses, keeping dollars in the local economy
- Funded annually with \$50,000 from capital fund
- Targeted areas of the city get more weight in scoring for higher grant levels
- Businesses can apply in subsequent years for grants reduced 20% each year
- Offers property owners a max of \$10,000 reimbursement grant to update commercial buildings, i.e., lighting, windows/doors, painting, siding, awnings/canopies, signage, and other exterior building improvements visible from the street, permanent parking lot improvements, building demolition
- Grant program started in 2017; recent program stats as follows:
 - 2021: 11 grants between \$1,000-\$10,000, 4 @ \$10,000 max
 - 2022: 5 grants closed, 5 working, all between \$1,000-\$10,000

BEFORE



AFTER



burgundy

Springfield Township, OH

- Administered by Community Improvement Corporation as a Business Improvement Grant
- Funded annually with \$25,000 from general fund
- Grants require at least 35% match; no limit on amount; sometimes used strategically to target code enforcement “challenges”; must be in business at least 6 months
- Targeted at promoting and leveraging community resources to revitalize and reinvest in Township businesses. Encourages partnerships between Township and local businesses around projects that help improve the economic health and vibrancy of business communities.
- Created to award funds to eligible Township businesses to help improve the exterior aesthetics or increase the size of their business, address economic development needs of the neighborhood or business corridor which benefit the area, make aesthetic neighborhood improvements such as landscaping, entrance signage, or lighting
- Grant program started in 2018 with generally no more than 3 grants given per year



DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution Establishing Nuisance Property
Recommend ADOPTION of the Resolution.

Rationale:

This item was first introduced at the September 27, 2022 Board of Trustee meeting. This limited-home rule resolution would provide the Township with another tool to remediate issues on problem properties.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 7:00 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, Matt Wahlert

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

RESOLUTION NO. _____-22

**RESOLUTION ADOPTING COLERAIN TOWNSHIP NUISANCE PROPERTY
RESOLUTION**

WHEREAS, the Colerain Township Board of Trustees adopted a Limited Home Rule Government in accordance with the Ohio Revised Code Section 504.01(B)(1) by Resolution 27-10 duly adopted and approved on May 11, 2010; and

WHEREAS, Ohio Revised Code Section 504.04 grants to limited home rule townships the power to exercise all power of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, Nuisance Properties as defined in Exhibit “A” and attached hereto, become a danger to the public health, safety, morals, and welfare, are detrimental to the public good, constitute a public nuisance and have detrimental effect on the community; and

WHEREAS, the Colerain Township Nuisance Property Resolution attached hereto, incorporated herein by reference, and designated Exhibit “A” is promulgated to ameliorate the above described detrimental effects and address the need to abate public nuisances, as herein defined, and promote property owner and/or landlord responsibility for activities occurring upon their property and/or property within their control: nuisance properties;

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

1. That for the promotion of the public health, safety, morals, and welfare, the Board of Trustees approves the Colerain Township Nuisance Property Resolution attached hereto, incorporated herein by reference and designated as Exhibit “A”; 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 a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator.

4. That this Resolution shall be effective at the earliest date allowed by law.

Mr./ Ms. _____ 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 _____, Mr. Wahlert _____,

ADOPTED this ____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt 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)
Colerain Township Asst. 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

RESOLUTION NO. -22

COLERAIN TOWNSHIP NUISANCE PROPERTY RESOLUTION

Section A: DEFINITIONS

For the purposes of this resolution, the following terms used within are hereby defined.

Tenant - means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

Landlord - means the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor, or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement.

Owner – the individual that possesses the title to the property.

Invitee – means a person who is permitted to be on the property by either a tenant, owner, or landlord.

Registered Agent – an officer, agent, or employee of the organization.

Organization - a corporation for profit or not for profit, partnership, limited partnership, joint venture, unincorporated nonprofit association, estate, trust, or other commercial or legal entity.

Police Officer – any Colerain Township Employee explicitly tasked and designated to perform law enforcement duties, including but not limited to Police Officers, Code Enforcement Officers, and other staff.

Public Nuisance - the following activities, occurring upon property within Colerain Township and engaged in by an owner, occupant, or invitee of the owner or occupant, are hereby declared to be Public Nuisances:

- (1) Any disorderly conduct, disturbance of the peace, noise or other similar violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (2) Any drug abuse violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (3) Any gambling violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (4) Any health, safety, or sanitation violations under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (5) Any obstruction of official business violations under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;

- (6) Any alcohol violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (7) Any sex offense under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to public indecency, solicitation, and prostitution;
- (8) Any offense against another person under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to assault, battery, menacing, endangering children, and contributing to the unruliness and/or delinquency of a child;
- (9) Any offense against property under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to criminal damaging, criminal mischief, burglary and arson;
- (10) Any theft violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to theft and receiving stolen property;
- (11) Any fireworks violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (12) Any open burning or recreational fires in violation of Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (13) Any activity engaged in by a person under eighteen years of age which would constitute a violation of an offense listed in this section if committed by an adult;
- (14) Any offense or violation of the Property Maintenance Code;
- (15) Any offense or violation of the Colerain Township Zoning Resolution.
- (16) Any offense or violation described in Chapter 505 of the Ohio Revised Code.
- (17) Any offense or violation of a Resolution approved by the Colerain Township Board of Trustees.

Section B: Notices and Orders

The Chief of Police of the Township, or designee(s), upon finding that any **three (3)** or more nuisance activities declared in Section A, have occurred upon property located within Colerain Township, within any **twelve (12)** consecutive month period, shall cause a written notice and order to be served on the owner and/or landlord of the property, declaring such property as a “nuisance property”. The notice and order shall set forth:

- (1) The nature of the nuisance(s);
- (2) The dates and times that the police have previously been called to the property;
- (3) That subsequent responses by the police to the property in question for the same nuisance will result in fines to the property owner/landlord;
- (4) The amount of fines to be assessed in the event of subsequent responses; and
- (5) That the property owner/landlord may avoid being charged costs of responses by taking steps to prevent any further nuisance activities as defined in this Resolution;

Notice and order shall be served on the property owner and/or landlord personally, or by certified mail and regular mail to the person's residence, regular place of business or last known address. If the certified and regular mail is returned undelivered, then a copy shall be posted in a conspicuous place in or on the person's residence, regular place of business, last known address or on the subject property. If, within twelve (12) consecutive months after a prior nuisance determination, the police respond to a fourth or successive nuisance activities on the property, the property owner and/or landlord will be assessed the civil fines as prescribed in Section C of this Resolution.

The Chief of Police or designee shall issue a home rule citation to the property owner or landlord of the property. Upon being declared a "nuisance property", any subsequent citations for a violation of this resolution may be issued pursuant to *R.C. §504.06*.

Section C: Penalties

A violation of this Resolution, whereby the police are responding to a fourth or more nuisance at the property, shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:

- (1) First Offense \$ 250.00
- (2) Second Offense \$ 500.00
- (3) Third Offense \$ 750.00
- (4) Fourth and Subsequent Offenses \$1,000.00

A violation of any Public Nuisance as defined above may be deemed a separate offense of this resolution. Each day's continuation of a violation of this resolution may be deemed a separate offense.

Section D: Affirmative Defenses

It shall be an affirmative defense of the property owner and/or landlord, and a bar to imposition of the fines set forth in Section 3, if the property owner and/or landlord demonstrates that:

- (1) He / She was not the owner of the property at the time of the occurrence of the prior nuisance activities; or
- (2) He / She, having received notice of the nuisance activity, promptly took reasonable and necessary action to abate each nuisance; or
- (3) He / She having received notice of the nuisance activity, evicted, ejected or removed from occupancy or possession of the property those persons causing the nuisance; or
- (4) He / She having received notice of the nuisance activity took action to reasonably secure the property from unwanted entry or trespass of the property.

Section E: Effective Date of Resolution

This Resolution shall be effective thirty (30) days from the date of adoption upon both First and Second Readings, and publication thereof.

Section F: Severability

Should any section or provision of this Resolution be declared by a court having jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

Section G: Repeal of Conflicting Resolutions

All Resolutions in conflict with this Resolution or inconsistent with the provisions of this Resolution, are hereby repealed, to the extent necessary to give this Resolution full force and effect.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution Establishing Rental Registration

Recommend ADOPTION of the Resolution.

Rationale:

This resolution was first introduced at the September 27, 2022 meeting and would establish a rental registration program for Colerain Township. The Township is currently working through the logistics for implementing a program like this effective 1/1/23. The vendor that currently operates the Township's vacant and foreclosed building program has the capabilities to administer a rental registration program as well.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 7:00 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, Matt Wahlert

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

RESOLUTION NO. ____-22

**RESOLUTION ADOPTING RENTAL REGISTRATION
AND RENTAL UNIT MAINTENANCE STANDARDS**

WHEREAS, Colerain Township constitutes a Limited Home Rule government in accordance with RC 504.01, vested with the powers, rights, and immunities granted therein; and

WHEREAS, the Board of Trustees desires to protect the public health, safety, and welfare of the citizens of the incorporated area of Colerain Township and maintain a high quality of life for the citizens of the Township through the registration of landlords and establishments of rental unit standards in the Township which is necessary for the general health, safety, and welfare of the general public.

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

SECTION 1: The Board of Trustees finds that the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 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. This resolution shall take effect at the earliest period allowed by law.

SECTION 4: That the Colerain Township Board of Trustees and/or its designee(s) will review the below-referenced fee schedule within three years of the start of collecting any fees of the below-referenced Rental Unit Registration and then review such fee schedule at least every five years thereafter.

SECTION 5: That the Colerain Township Board of Trustees adopts and implements the following regulations they believe to be in the best interests of the Township and will improve the health, safety, aesthetics, and general welfare of the Township:

ARTICLE I. RENTAL UNIT REGISTRATION AND MAINTENANCE STANDARDS

Section 1: Definitions

- (A) Rental Unit**, is any dwelling unit or rooming unit as defined in this resolution for let or rented for one or more Individuals to reside in, held out to be let or rented as a residence, or resided in by any occupant other than the owner of record.
- (B) Dwelling Unit**, shall mean a single unit of one or more rooms providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation but not including a tent, cabin, hotel, motel recreational vehicle, or other temporary or transient structure or facility. A dwelling unit shall include a Modular Industrialized Unit but shall not include a Manufactured HUD Unit, a mobile home or recreational vehicle, camping equipment, or a manufactured home except for permanently sited manufactured homes that conform to the requirements for such uses.
- (C) Rooming Unit** is a single, self-contained unit providing independent living facilities for one or more individuals which contains living, sanitary, and sleeping areas only.
- (D) Apartment Community**, is any parcel containing one or more buildings, consisting in excess of 5 units.
- (E) Accessory Dwelling Unit** shall mean a separate living quarters within a single-family residence for the exclusive independent occupancy of no more than 2 persons who are related by blood, marriage, adoption or other legal relationship to the owner of the residence. The dwelling unit space shall contain no more than 3 habitable rooms such as living, sleeping or sitting activities in addition to bath and kitchen spaces. The dwelling unit space shall be accessible only from within the main quarters and not have a separate exterior entrance.

Section 2: Scope

- (A)** Owners and occupants of any rental unit located in Colerain Township shall be cognizant of and comply with the responsibilities of their positions as set forth in these regulations governing landlord registration and rental unit standards.

Section 3: Responsibilities

- (A)** The owner of the rental unit shall:
 - 1. maintain it, including the interior, exterior property areas, and exterior structure, in good repair and in a safe and sanitary condition;
 - 2. maintain in a clear and sanitary condition the shared public or common areas;
 - 3. provide all utilities, facilities, equipment, and services required by this resolution;

4. provide for the extermination of insects in an acceptable means not injurious to human health; and
5. comply with all regulations and rules of the Township to enforce and interpret this section to include but not limited to the Colerain Township Zoning Resolution, the Colerain Township Property Maintenance Code, and all other applicable Resolutions.

(B) The occupant of the rental unit shall:

1. keep the part of the rental unit and premises which he or she occupies, controls, or uses in a clean and sanitary condition;
2. dispose of all solid waste material in a clean and sanitary manner by placing it in the disposal facilities or containers provided, or to provide such facilities or containers for disposal of solid waste material when required by the owner;
3. keep all plumbing fixtures in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use;
4. exercise reasonable care in the use of designated parts of the rental and premises which he or she occupies, controls, or uses, including all parts and equipment supplied; and
5. maintain in good and safe working order the equipment, appliances, and fixtures which he or she owns.

(C) The Colerain Township Zoning Inspector or his/her designee is charged with the enforcement of this home rule resolution including but not limited to, conducting inspections and issuing notices, orders and penalties and, in so doing, acts as the authorized representative of Colerain Township.

(D) Rental Unit Certificate

1. No owner of property nor any person, corporation or other business entity shall rent, lease or let any rental unit unless it holds an authorized Rental Unit Certificate issued by the Colerain Township Zoning Inspector which has not expired, or otherwise become null and void. Said conduct is unlawful and a violation of this resolution. The occupation of a premises by a person other than the titled owner combined with the fact that said owner lists a different address as his/her own in the records of the Office of the Hamilton County Auditor shall be prima facie evidence that the premises is a rental unit being rented, leased or let.
2. Rental Unit Certificate requests are processed in January and February of each calendar year.
3. From March 1 through December 31 of each calendar year, a provisional Rental Unit Certificate may be requested along with receipt of a completed application and payment of the fees set forth in this section. Said provisional Certificate shall not be Issued by the Colerain Township Zoning Inspector until the rental unit is found to be in compliance with the requirements of this Resolution. This can be verified by inspection or by the filing of a notarized statement of compliance by the property owner that is in a form acceptable to the Colerain Township Zoning Inspector.

4. All applications for a Rental Unit Certificate shall include a completed application form(s) as provided by Colerain Township Zoning Department and fee. No Certificate shall be issued unless the form is filled out entirely and the required fee described in Section (0)(6) is paid.
5. A Rental Unit Certificate or Provisional Certificate, if issued, is valid from the date it is issued through March 1 of the following calendar year, at which time an applicant must submit an application for either a renewed Rental Unit Certificate, if there are no changes in ownership or to the necessary information from the previously-issued certificate, or a new Rental Unit Certificate.
6. The fee for a Rental Unit Certificate application received between January 1 and March 1 of any calendar year is \$50 per rental unit. For a building containing in excess of 5 rental units, or an apartment community, the fee shall be \$150 plus \$15 per unit. All applications received between March 2 and December 31 of the current calendar year, are provisional and shall be charged a late fee of \$20 per rental unit or \$50 per each building containing an excess of 5 rental units or an apartment community.
7. The fees for a Rental Unit Certificate that are collected from applicants in accordance with this home rule resolution will be deposited into the Township Zoning Fund (2181). The funds in this account shall be used to pay for the expenses and costs associated with implementing and enforcing this home rule resolution, including, but not limited to, staff salaries and benefits, inspections, mailings, abatement and enforcement actions, and legal fees.
8. Upon the transfer of any rental unit, building containing a rental unit, or an apartment community, the new owner must update its information within thirty (30) days of the transfer being recorded with the Hamilton County Recorder. There is no additional fee to provide this update to the then-current certificate, which shall remain in effect as noted thereon. The owner must then submit a new application for a Rental Unit Certificate.

(E) Each rental unit shall, at a minimum, conform to the following standards:

1. Exterior areas shall be free of any accumulation of refuse and debris.
2. Windows shall not be cracked or broken or boarded and shall not admit moisture.
3. Exterior doors shall be free of holes and splits and shall be firmly secured with operable locking mechanism.
4. Interior premises shall be free of any accumulation of refuse and debris.
5. Interior premises shall be free of dampness or standing water that creates unsafe or unsanitary living conditions.
6. All toilets shall be in operable condition.
7. Any heating system in the rental unit shall be in operable condition.
8. Interior and exterior of the rental unit shall be free of insects, rodents, and other pests and their droppings.

(F) Inspections

1. Upon presentation of proper credentials, the Zoning Inspector and/or his or her

duly authorized agents or inspectors or the Fire Chief and/or his or her duly authorized agents or inspectors may enter at reasonable times, upon request of the property owner or property renter, or at such other times as may be necessary in an emergency, any dwelling, rental unit, building, structure or premises in Colerain Township to perform any duty imposed upon him or her by this or any other Home Rule Resolution or Fire Code, provided that permission to enter is obtained from the occupant, or in the case of unoccupied property, from the owner or his or her agent.

2. If such permission is refused or is otherwise unobtainable, a search warrant shall be obtained before such entry or inspection is made, except in the case of an existing emergency in which case entry may be made by the Fire Chief or his or her duly authorized agents or inspectors at any time and no search warrant is necessary. No person shall in any way obstruct, hinder, delay or otherwise interfere with such entrance under this section.

ARTICLE II PENALTIES, SEVERABILITY, AND EFFECTIVE DATE OF RESOLUTION

Section 1: Penalties

- (A) A violation of Article I, Section 3 (A), (B) and (E) of this resolution shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:
 1. First Offense -\$250.00
 2. Second Offense-\$500.00
 3. Third Offense -\$750.00
 4. Fourth and Subsequent Offenses -\$1000.00
- (B) A violation of any other portion of this resolution shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:
 1. First Offense -\$25.00
 2. Second Offense -\$50.00
 3. Third Offense -\$75.00
 4. Fourth and Subsequent Offenses -\$100.00

Section 2: Severability

If any paragraph, provision, or section of this Resolution is held to be invalid by the final decision of any court of competent jurisdiction, then that decision will not affect the validity of the remaining paragraphs, provisions, or sections of this Resolution. The Colerain Township Board of Trustees declares that it would have adopted this Resolution and each paragraph, provision, or section thereof despite the fact that one or more paragraphs, provisions, or sections would be declared invalid.

Section 3: Effective Date

This Resolution shall become effective January 1, 2023.

Mr./ Ms. _____ 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 _____, Mr. Wahlert _____,

ADOPTED this ____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Assistant 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

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Establish 2022 Halloween Trick or Treat Hours in Colerain Township to be from 6 PM to 8 PM on October 31, 2022

Recommend ADOPTION of the Motion.

Rationale:

Annually, the Board of Trustees will establish the hours for trick-or-treating. Consistent with past practice, it is recommended that the hours be 6pm to 8pm on October 31st.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Accepting Amounts and Rates- 2023 Tax Budget

Recommend ADOPTION of the Resolution.

Rationale:

Last July, the Board of Trustees approved a tentative tax budget for 2023, which sets the property tax rates for the year. It was subsequently approved by the county Budget Commission. The last step in the process is for the Township to accept the amounts and rates as determined by the Budget Commission. Adoption of this resolution would accomplish that and set the stage for the Board to consider the 2023 Strategic Plan and Budget.

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

Board of Township Trustees

Rev. Code, Secs. 5705.34

The Board of Trustees of Coleman Township, Hamilton County, Ohio,
met in Regular session on the 11th day of October, 2022,
at the office of 4200 SPRINGDALE ROAD, CINCINNATI, OHIO 45251
with the following members present: _____

Trustee	<u>WATHERS</u>
Trustee	<u>UNGER</u>
Trustee	<u>UNGER</u>

Trustee _____ moved the adoption of the following Resolution:

WHERE AS, This Board of Trustees of Coleman Township in accordance with
the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year
commencing January 1st, 2023; and

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action
thereon to this Board together with an estimate by the County Auditor of the rate of each tax
necessary to be levied by this Board and what part thereof is without, and what part within the
ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of Coleman Township,
Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

	Amount Approved by Budget Com- mission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	641,165	0	0	641,165	0.00	0.49	0.49
BOND	0	0	0	0	0.00	0.00	0.00
ROAD & BRIDGE	1,164,565	0	0	1,164,565	0.00	0.89	0.89
FIRE	0	14,219,343	0	14,219,343	15.23	0.00	15.23
POLICE	0	6,634,043	0	6,634,043	6.60	0.00	6.60
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	1,805,730	20,853,386	0	22,659,116	21.83	1.38	23.21

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

CURRENT EXPENSE LEVIES		PERIOD OF TIME	Mills	Fiscal Year
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
TOTAL			0.00	0
ROAD & BRIDGE				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Proposed				
TOTAL			0.00	0
FIRE				
Authorized on:	November 8, 1998	Continuing	6.96	4,884,399
	November 2, 2010	Continuing	5.27	5,901,010
	November 3, 2020	Continuing	3.00	3,433,934
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
TOTAL			15.23	14,219,343
POLICE				
Authorized on:	November 5, 1991	Continuing	2.50	2,057,921
	November 5, 2002	Continuing	1.00	1,104,939
	November 6, 2007	Continuing	1.15	1,287,697
	May 6, 2014	Continuing	1.95	2,183,486
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Election Date				
TOTAL			6.60	6,634,043
X5				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Enter Date of Election				
TOTAL			0.00	0

COLERAIN TOWNSHIP

September 20, 2022

-Acceptance of Rates

and be it further

RESOLVED, That the Fiscal Officer of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

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

Trustee _____ , _____

Trustee _____ , _____

Trustee _____ , _____

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
Colerain Township Law Director

Adopted the 11th day of OCTOBER, 20 22

Attest:

Fiscal Officer of the Board of Township Trustees of
Colerain Township
Hamilton County, Ohio

-Acceptance of Rates

CERTIFICATE TO COPY

ORIGINAL ON FILE

THE STATE OF OHIO, HAMILTON COUNTY,

I, JOE BAKER, Fiscal Officer of the Board of Township Trustees
of

COLEMAN Township within and for said County, and in whose custody the files and
records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify
that the foregoing is taken and copied from the original RESOLUTION

now on file, with said Board, that the foregoing has been compared by me with said original
document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 11TH day of OCTOBER, 20 22

Fiscal Officer of the Board of Township Trustees of
COLEMAN Township
Hamilton County, Ohio

1. A copy of this resolution must be certified to the County Auditor before the first day of October, or at such later date as may be approved by the Board of Tax Appeals.

Receipt

Adopted _____ 20 _____

Fiscal Officer

Filed _____ 20 _____

Dusty Rhodes, Hamilton County Auditor

By: Deputy

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Authorizing the Adoption of Amended Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution would amend appropriations for two funds, 2261- Law Enforcement Trust and 2906- Sidewalk Waiver.

It would increase appropriations by \$37,500 in the Law Enforcement Trust Fund to allow for the purchase of the following items:

- Breaching shotguns \$10,000
- Mass casualty vehicle bags \$10,000
- SIMS training/items \$17,500

It would reduce appropriations in the Sidewalk Waiver Fund to zero. The design work contemplated for 2022 will now take place in 2023 and will be included in the 2023 Strategic Plan and Budget.

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

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2022**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2022, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2022 PERMANENT APPROPRIATIONS
1000	General Fund	5,049,432.94
2011	Motor Vehicle License Tax	100,850.00
2021	Gasoline Tax	978,892.92
2031	Road and Bridge	1,694,690.78
2081	Police District	10,788,651.66
2111	Fire District	17,246,806.36
2181	Zoning	516,112.67
2231	Permissive Motor Vehicle License Tax	1,022,682.70
2261	Law Enforcement Trust	288,149.09
2271	Enforcement and Education	2,000.00
2274	American Rescue Plan	-
2281	Ambulance And Emergency Medical Services	1,488,350.60
2401	Special Assessment - Lighting Districts	221,504.50
2402	CDBG Sidewalk Maintenance Fund	1,700.00
2901	TIF - Kroger	342,731.76
2902	Recycling Incentive	56,981.38
2903	TIF - Colerain Towne Center	1,141,092.41
2904	TIF - Duke	150,000.00
2905	TIF- Northridge	320.00
2906	Sidewalk Waiver	-
2908	CDBG Com Dev Block Grant	233,334.83
2911	Parks & Services	1,312,702.04
2912	Community Center	223,841.12
4409	OPWC-Breezyway	64,699.66
6001	Self-Insurance Fund	2,323,677.00

Trustee _____ 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 _____, Mr. Wahlert _____,

ADOPTED this _____ day of October 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)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant 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 October 2022. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing the Township Administration to Execute a Collective Bargaining Agreement with the IAFF Local 3915

Recommend ADOPTION of the Motion.

Rationale:

Attached is a new collective bargaining agreement with the Township's full-time Firefighters, Fire Lieutenants, Fire Captains, and Fire Battalion Chiefs. This agreement is for a period of three years and was adopted by members of the IAFF Union on September 28, 2022.

AGREEMENT

**Between
The Colerain Township
Board of Trustees
And**



**Colerain Career Firefighters
IAFF Local 3915**



January 1, 2023 through December 31, 2025

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Article 1: Agreement

This agreement, entered into by the Colerain Township Board of Trustees, herein referred to as the "Employer", and the International Association of Fire Fighters Local # 3915, Colerain Township Career Firefighters, herein referred to as the "Union."

Article 2: Recognition

The Employer recognizes the Union as the sole and exclusive representative of this collective bargaining agreement with respect to wages, hours, benefits, and other terms and conditions of employment for all "full-time" employees covered by the agreement, including the title of Firefighter, Specialist, Lieutenant, Captain, and Battalion Chief who are members of Colerain Career Firefighters IAFF Local 3915.

Article 3: Purpose

The purpose of this agreement is to promote and maintain a harmonious relationship between the Employer and the Union. Employer and Union leadership must commit to communication and participation. It is the trust in this process that makes this agreement and the organization successful.

Article 4: Employer and Management Rights

The Union recognizes the Employer's exclusive rights to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, and authorities conferred upon and vested in it by the laws and constitution of the State of Ohio. All rights which are ordinarily vested in and exercised by employers except those specifically addressed within this agreement are hereby reserved to and remain vested in the Employer, including but not limited to:

1. The right to manage its affairs efficiently and economically, including the quantity, quality, frequency, and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition of or discontinuation of any services, facilities, equipment, materials or methods of operation.
2. The right to hire and set the starting rate of pay within contractual salary ranges as per the contract and to determine starting and quitting time and the number of hours to be worked, including overtime, meals, breaks, rest periods and cleanup times; to determine the amount of supervision necessary, work schedules and the method and process by which work is performed. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement programs.

3. The right to determine the existence or non-existence of facts which are the basis of management decisions, to establish or continue policies, practices or procedures for the conduct of the Fire Department and its service to the public and from time to time to change or abolish such practices and procedures; the right to determine the number and location and/or relocation and types of employees or to discontinue any performance of service by employees of the Township of Colerain; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and type of Employees required; to assign work to Employees in accordance with requirements determined by Employer's authorities; to establish training programs and upgrading requirements for Employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote Employees, or to layoff, terminate or otherwise relieve Employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline Employees for other reasons and otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Fire Department. However, nothing herein will prevent employees from presenting their grievances for a complaint or violation of any article or specific term of this agreement.

Article 5: Representatives

The Employer recognizes the right of the Union to select six (6) representatives from the Union (herein after referred to as the "Local IAFF 3915 Union Board"), however, neither the Union nor the Employer will be represented by more than three elected individuals at contract negotiation sessions.

The authority of these representatives elected by the Union membership must be limited to, and must not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with this agreement.
2. The transmission of such messages and information, which must originate with and are authorized by the member of such representative, provided the information and message has been reduced to writing, or;
3. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.
4. The right to assist members in disciplinary matters and compensation claims.

These representatives have no authority to take, encourage, or tolerate any action prohibited under this agreement that interrupts the Employer's business. The representatives must be permitted reasonable time to investigate, process, and present formal grievances on the Employer's property with no loss of pay during their regular working hours, provided that where such time is required it is approved by the Fire Chief or Assistant Chief.

Article 6: Grievance Procedure

Section 6.1

The term grievance will mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement or those matters which are controlled by the provisions of Federal Laws, State Laws or by the United States or Ohio State Constitution.

Section 6.2

An employee must first meet with the Employer prior to any appeal to an outside governmental administrative agency in an effort to resolve any matter having specific administrative relief of a judicial or quasi-judicial nature provided for by the statutes of the State of Ohio or the United States for review or redress; i.e., Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission, and Wage and Hour Division. Such matters may not be made the subject of a grievance hereunder and may not be processed as such.

Section 6.3

All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) must be initiated at Step 3.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits, within the first two steps of the grievance procedure, will be deemed denied and may be advanced by the employee to the next step in the grievance procedure, and will be heard and responded to as outlined in this article. Time limits set forth herein may only be extended by mutual agreement.

Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a like manner, one member selected by such a group will process the grievance, and must so indicate that the grievance is a group grievance.

A grievance brought by the Union will require the approval of the Employer and the Union Representative prior to any agreement.

A grievance may be brought by any member of the bargaining unit on his or her own behalf. The union must have the right to be present at the settlement of any grievance brought by an employee on his or her own behalf.

Section 6.4

A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

In this article, "working days" will not include Saturdays, Sundays, or Holidays.

Section 6.5

All grievances must be submitted in writing and should contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was filed in writing;
3. Date, time and location of grievance;
4. Description of incident giving rise to-the grievance;
5. Date grievance was first discussed;
6. Name of supervisor with whom grievance was discussed;
6. Article and section of the Agreement alleged to have been violated; and
8. Desired remedy to resolve grievance.

Section 6.6

The following steps must be followed in the formal processing of grievances:

Step 1.

A grievance may be submitted by the employee to the Chief of the Department or his or her designee within the time limits set forth in Section 6.4. It will be the responsibility of the Chief of the Department or his or her designee to investigate the matter and to provide a written answer to the employee within ten (10) calendar days following the day on which the matter was submitted to him or her.

Step 2.

A grievance unresolved at Step 1 may be submitted by the employee to the Township Administrator within seven (7) calendar days of the presentation of the Step 1 answer. The Administrator or his or her designee shall conduct a hearing with the employee, a representative of the Union if the employee desires, and other individuals as required to gather information, provided that Article 3, Section 3.4 is not violated, within ten (10) calendar days of submission of the grievance to Step 2, to discuss the grievance. The Administrator or his or her designee must provide a written answer to the employee within seven (7) calendar days of such meeting.

Step 3.

In the event the grievance cannot be resolved at Step 2, the grievance may be submitted by the Local IAFF 3915 Union Board to the Board of Colerain Township Trustees within seven (7) calendar days of the presentation of the Step 2 answer. The Board of Trustees must meet with the employee and a representative of the Union if so requested in writing no later than one day prior to the scheduled meeting, in executive session at the next regularly scheduled Board of

Trustee's meeting to discuss the grievance. The Board of Trustees or its designee must provide a written answer to the employee within seven (7) calendar days of such meeting.

Step 3. Mediation.

If the grievance is not resolved in Step 2, the Local IAFF 3915 Union Board, within seven (7) calendar days from receipt of the Township Trustees response, may appeal the decision, at no cost to the Employer or the Union, to the Federal Mediation and Conciliation Service (FMCS) for Mediation.

Step 4. Arbitration.

A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 6.6 of this Article hereinafter set forth.

Section 6.6

The Union, based upon the facts presented, has the right to decide whether to submit a grievance for arbitration. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 4, the Union must notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator must be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above will be deemed settled on the basis of the last answer given by the Employer or its representative. The arbitration hearing must be held within 180 calendar days of the original posting to arbitration, or the grievance shall be deemed to be resolved. Delay beyond 180 calendar days caused by the chosen arbitrator will not be grounds for waiver.

A. After receipt of a request to arbitrate, the representatives of each of the parties must select an arbitrator. The arbitrator must be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) must be jointly requested to submit a panel list of seven (7) arbitrators. The parties must alternately strike the names of the arbitrators until only one name remains. The person whose name remains will be the arbitrator.

The arbitrator must limit his or her decisions strictly to the interpretation, application or enforcement of specific Articles of this agreement. The arbitrator may not modify or amend this Agreement.

B. The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator will be final and binding on the grievant, the Union, and the Employer. The arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final

briefs.

D. The costs of the services and expenses of the arbitrator and hearing room expenses, if any, must be borne equally by the Employer and the Union. The expenses of any witnesses must be borne by the party calling them. The fees of the court reporter must be paid by the requester, or split equally by the parties if both parties desire a reporter. Any bargaining unit member whose attendance is required by the Employer for such hearing must not lose pay or benefits to the extent such hearing hours are during normal scheduled working hours on the day of hearing.

Section 6.8

The Union must use a grievance form which must provide the information outlined in Section 6.5. The Union must have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Article 7: Probationary Periods

Each new full-time employee will be required to serve a minimum probationary period of twelve (12) months from the date of appointment. New full time employees without paramedic certification will remain on probation until the time they obtain paramedic certification. At no point will an employees probationary period be less than twelve (12) months regardless of paramedic certification. The newly hired probationary employee may be discharged for any reason during the probationary period at the sole discretion of the Employer.

A newly promoted employee will be required to serve a probationary period of twelve (12) months from the date of promotion. A newly promoted employee may be demoted at the discretion of the Fire Chief for unsatisfactory performance during the promotional probationary period.

If the promoted or new employee should suffer an injury or illness during the probationary period that results in extended medical leave, the employee's probationary period may be extended for a period of time commensurate with the time spent on medical leave.

Article 8: Layoff and Recalled Employees

Before the layoff of full-time employees, the Township will reduce 100% of 24-hour "part-time" staffing positions (i.e., shift slots). Reductions or layoffs would then continue by maintaining the resulting full-time/part-time 24-hour staffing ratio. Nothing here prevents the Township from reducing part-time positions (i.e., shift slots) beyond this, at the Township's sole discretion.

For the purpose of layoffs and recalls, seniority for employees in all uniformed ranks will be determined by continuous service in the Fire Department, calculated from the date of full-time employment. In the event two or more employees within the firefighter ranks have the same date of full-time employment, their seniority will be determined by the numerical position on the hiring list from which they were appointed. In the event that numerical list from which the employee

is appointed does not exist, then the employee's part-time date of hire will be used to determine seniority. All full-time employees must be issued a number and a position on the Seniority List.

The seniority of fire officers within each rank will be determined by the date the employee was promoted to the rank he/she holds. In the event that two or more employees are promoted at the same time their seniority will be determined by a promotional list based on the test scores for that position. If test scores are not available, a tie will be broken by date of "part-time" hire.

The following situations will not constitute breaks in continuous service for which seniority is lost:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Involuntary military leave;
4. A layoff of eighteen (18) months or less

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge during initial probationary period;
2. Discharge or removal for just cause;
3. Layoff for more than eighteen (18) months;
4. Failure to return to work within fourteen (14) calendar days after a recall from layoff; notice of recall must be in writing and sent by certified mail;
5. Failure to return to work at the expiration of an approved leave of absence;
6. Resignation;
7. Retirement

Any layoff of employees must begin with the lowest rank and the lowest full-time service time within each rank. The following rank structure must be followed in the event a layoff is necessary:

Level I	Firefighter, Specialist (all full-time firefighter ranks)
Level II	Lieutenant
Level III	Captain
Level IV	Battalion Chief

Any layoff will begin with the employee in level I with the lowest seniority. If necessary, layoffs will continue with the seniority order in level I, then advancing to level II, level III, and level IV following the same procedure as level I. In the event that more than one employee was hired on the same date, the highest combined score during the hiring process will determine the order of the layoff.

Recall of any laid off full-time employees to their full-time status must occur prior to recall

of part-time staffing positions and must be made in order of departmental seniority. The most senior employee must be recalled first. If at the time of recall an employee requires an update in certification training in order to be eligible for the position the employer must pay for all necessary training.

Article 9: Reallocations

An employee who is serving in an acting position of a higher rank when authorized by management, must be paid at a rate for that rank as determined by the Fire Chief.

Article 10: Reinstated Employees

An employee recalled after a layoff must be paid at a salary rate within the contractual salary range for the position which he or she last held prior to reinstatement.

Article 11: Overtime

The Fire Chief in accordance with the Fair Labor Standards Act (FLSA) will govern overtime. The Fire Chief may authorize compensatory time within FLSA guidelines.

Article 12: Personnel Evaluations

Personnel evaluations must take the form and be made in such a manner as prescribed by the Fire Chief. The Fire Chief has the right to deny all or part of an employee's pay grade steps and has the right to deny all or part of an employee's contractual percentage pay raise based on the employee's evaluation.

Article 13: Allowances

A. Employees who travel on official Fire Department business or for approved training must be reimbursed for reasonable travel expenses including air, rail, or bus fares, parking, lodging, and meals. 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.

B. Registration fees for conferences, seminars, or other such events deemed to be in the best interests of the employer, when approved by the employer, must be paid for the employee either by direct payment, in advance, or by reimbursement. If approved by the employer in advance, an employee may be reimbursed for tuition expenses incurred in taking and successfully completing college course work or other advanced training to upgrade said individual, the performance of his or her job duties and the image of the Fire Department.

C. The employer must approve all allowances in advance.

Article 14: Union Dues

The Employer agrees to deduct, as directed by the Union Secretary or Treasurer, dues and assessments in an amount certified to be current by the Secretary or Treasurer of the Union from the pay of those Employees who individually request in writing that such deductions be made. The Employer must remit the total amount of deductions each month to the Treasurer of the Union.

If an Employee does not have a check coming to him or her or the check is not large enough to satisfy the assignment, no collection will be made from the Employee for that check.

Article 15: Wages Administration and Interpretation

The Employer will be responsible for administering the pay plan for all positions. The Employer will also be responsible for arrangements that assure the administration of the plan for all Employees on an equitable basis.

The Employer will be responsible for interpreting the applications of the plan to pay problems that are not specifically covered within this agreement using the principles expressed herein or therein as a policy guide.

Article 16: Professional Liability Insurance

The Employer must maintain the Fire Department's professional liability insurance at current levels. The Employer must cover any increase of costs to such insurance.

Article 17: Health and Life Insurance

The employer must make available to all bargaining unit employees' comprehensive major medical and hospitalization, health care and prescription insurance plans, and dental insurance plans, in effect as of the effective date of this Agreement.

If it becomes necessary to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits under the plans, the employer agrees to meet with the members of the Union prior to implementing.

The Employer will maintain the same quality of health care coverage, "platinum plan" or equivalent, (medical, dental, vision and prescription) at no increase of percentage cost to the employees. The employee's contribution must be 20% of the total cost of the coverage.

On August 1st of each year, the employer must make a deposit into the participating employee's Health Savings Account (HSA) based on the following participation:

Employee Plan = \$1,000
Employee + Child Plan = \$2,000
Employee + Spouse Plan = \$2,000
Employee + Family Plan = \$2,000

HSA deposits will be prorated in the year of hire based on the effective date of hire.

The Employer must provide coverage as follows: \$50,000 death; \$50,000 accidental death and up to \$25,000 dismemberment insurance.

The employer agrees that the Township will keep the existing Medical Expense Reimbursement Plan (MERP) in place not to exceed \$200 per employee, per month.

Article 18: Uniforms

All uniformed firefighting personnel covered by this agreement, hereafter qualified and appointed will be furnished, without cost to the employee, their minimum uniform and protective equipment requirements.

The station wear issued to all full-time personnel at time of hire will consist of the following:

- 3 - Station Uniform Short Sleeve Shirts
- 3 - Pair Station Uniform Trousers
- 3 - Station Uniform T-Shirts
- 1 - Station Uniform Jacket 5.11 Pullover (Job Shirt)
- 1 - Station Uniform Winter Jacket
- 1 - Pair Station Uniform Sleep Shorts
- 2 - Uniform Badges
- 1 - Pair Uniform Shoes
- 1 – Pair of Department Approved Leather Structural Bunker Boots
- 1 – Department Approved Flashlight (e.g. Streamlight)

The Class A dress uniform issued to all career personnel within or upon successful completion of the probationary period includes the following department issued items:

The Class A dress uniform issued to all full-time personnel at time of hire will consist

of the following:

- Black dress coat
- Black dress trousers
- White dress long sleeve uniform shirt
- Black tie
- Black dress shoes
- Dress cap
- Appropriate accessories (e.g. collar insignia)

1 - Black dress coat

1 pr. - Black dress trousers

1 - White dress long sleeve uniform shirt

1 - Black tie

1 pr. - Black dress shoes

1 - Dress cap

1 – Dress cap badge

The personal protective clothing and items issued to all full-time personnel at time of hire will consist of the following:

1 - Helmet with integral eye protection

1 - PBI hood

1 - Bunker coat

1 pr. - Bunker pants

1 pr. - Leather boots

1 pr. - Firefighting gloves

1 pr. - Suspenders

1 - Personal rechargeable flashlight [e.g., Streamlight Survivor Flashlight (rechargeable or battery)].

Each employee will be granted a stipend of \$650 for uniforms for each calendar year,

excluding the calendar year they were hired. Funds will be available January 31st of each year.

The allotment is intended to be used for uniforms and accessories as approved by the Fire Chief or his or her designee. Failure to have proper uniform conformity per Department guidelines will be subject to progressive discipline.

Article 19: Union Business

Union officers must be permitted to perform Union Business as per this agreement.

Union business includes travel to Union conferences, seminars, and other activities. Up to forty- eight (48) hours for personnel assigned to shift duty (up to 40 hours for union officer assigned to day shift) for up to three board members. Union Officers per calendar year may be granted off without pay for attendance at Union conventions, seminars, conferences, and activities, provided the time off does not interfere with normal Fire Department operations or affect career minimum staffing guidelines. All requests for Union Time Off must follow normal department procedures and be approved by the Fire Chief or his or her designee.

Article 20: Holidays and Personal Leave

All bargaining unit members will receive eight (8) hours of holiday time for the following holidays:

- New Years Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19th
- Independence Day - July 4th
- Labor Day— 1st Monday in September
- Patriots Day – September 11th
- Veterans Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Christmas Day - December 25th

In the sole, unreviewable discretion of the Fire Chief, he or she may permit non-shift employees to work, at straight time, on the following holidays if they occur on their regularly scheduled work day: Martin Luther King Day, Presidents Day, Columbus and Veterans Day. If so, the employee may take another day off during the year, with at least two weeks' notice and with the approval of the Fire Chief or his or her designee, to be compensated at straight-time pay.

If a bargaining unit member is scheduled to, and works on an 8 hour listed holiday, he or she must be paid at a rate equal to one and one-half times his or her regular rate of pay for

eight (8) of the hours worked. This is in addition to his or her regular holiday time.

Employees will be granted two (2) personal days annually. A work day must be equivalent to the length of the employee's regularly scheduled shift; i.e. 8, 10, 12, or 24 hours. Unused personal days as of December 31st must be forfeited.

Article 21: Medical Fitness

The Fire Chief, with the advice of the Medical Director or Occupational Health Physician, will determine the medical fitness for duty of all employees. The Fire Chief will have the sole right to place any employee on medical leave until the Fire Chief, with the advice of the Medical Director or Occupational Health Physician, has determined that the employee in question is medically fit for duty. Any employee placed on medical leave must utilize all available paid time off during the medical leave period.

Article 22: Non-Discrimination

The Employer and the Union accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, color, religion, national origin, physical disability, sex, age, marital status, ancestry, veteran status or political affiliation. Wherever the male gender is used in reference to this agreement, it must be construed to include male and female.

There must be no discrimination, interference, restraint, coercion, or reprisals against any Employee because of Union membership, non-membership, or participation or non-participation in any lawful activity on behalf of the Union.

Article 23: Wage Scales

Salaries for the years 2023, 2024, and 2025 are shown on the pay status schedule below based on rank and years of service. All shift employees covered by this contract are salaried at the following rates based on 208 hours worked per 28-day work cycle. Straight time hourly rates are calculated by dividing the employee's assigned salary rate by 2704 hours (208 hours per cycle x 13 cycles per year = 2704 hours).

<u>Line Positions (52 HOUR POSITIONS)</u>				
	2023	2024	2025	
FF1	\$ 20.86	\$ 22.43	\$ 22.56	FF1
FF2	\$ 21.83	\$ 23.42	\$ 23.67	FF2
FF3	\$ 22.79	\$ 24.41	\$ 24.78	FF3
FF4	\$ 23.76	\$ 25.40	\$ 25.52	FF4

FF5	\$ 24.72	\$ 26.39	\$ 26.63	FF5
FF6	\$ 25.69	\$ 27.38	\$ 33.03	FF6
FF7	\$ 26.65	\$ 32.22		FF7
FF8	\$ 31.36			FF8
LT	\$ 32.94	\$ 33.84	\$ 34.69	LT
CPT	\$ 34.51	\$ 35.46	\$ 36.35	CPT
BC	\$ 36.08	\$ 37.08	\$ 38.00	BC

All administrative employees covered by this contract are salaried at the following rates based on 40 hours worked per week. Straight time hourly rates are calculated by dividing the employee's assigned salary rate by 2080 hours (160 hours per cycle x 13 cycles per year = 2080 hours).

<u>Administrative Positions (40 HOUR POSITIONS)</u>				
	2023	2024	2025	
Spec 1	\$ 27.12	\$ 29.15	\$ 29.33	Spec 1
Spec 2	\$ 28.37	\$ 30.44	\$ 30.77	Spec 2
Spec 3	\$ 29.63	\$ 31.73	\$ 32.21	Spec 3
Spec 4	\$ 30.88	\$ 33.02	\$ 33.17	Spec 4
Spec 5	\$ 32.14	\$ 34.31	\$ 34.62	Spec 5
Spec 6	\$ 33.39	\$ 35.60	\$ 42.94	Spec 6
Spec 7	\$ 34.65	\$ 41.89		Spec 7
Spec 8	\$ 40.77			Spec 8
LT	\$ 42.82	\$ 43.99	\$ 45.09	LT
CPT	\$ 44.86	\$ 46.10	\$ 47.25	CPT

- a) Employees assuming the position of ACO (Acting Company Officer) will be compensated at a rate of \$1.25 per hour in addition to their regular pay. Employees

assuming the position of ASC (Acting Shift Commander) will compensated at a rate of \$1.65 per hour in addition to their regular pay. These pay differentials must apply only for the time the employee is acting in these positions.

- b) Captains - Employer agrees to assign three (3) Captain's positions for purposes of EMS, Training, and Community Risk Reduction.

Article 24: COURT APPEARANCE

Personnel must receive a minimum of two (2) hours pay at the time-and-a-half rate when they are subpoenaed to testify in court on Department business. Court time beyond two hours will be paid on an hourly basis at a time-and-a-half rate.

In order to qualify for pay, the following conditions must apply:

1. The employee must be off duty when requested to appear in court. Court pay will not be granted if the employee is on duty during the court appearance.
2. A copy of the subpoena must be presented to fire administration, along with the "Court Appearance" form, signed and dated by the court bailiff verifying the amount of time spent in court. The form should be obtained at fire administration prior to the court appearance.
3. Pay from the court cannot be retained if the employee was on duty during the court appearance, and a department vehicle was used for transportation.
4. Pay must not be granted if compensation is received from another employer.

Article 25: Training

Employees will receive straight time pay for all actual hours in attendance while off duty at the following courses (with a minimum of two (2) hours straight-time pay): Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS or PEP), and Basic Trauma Life Support (BTLS).

Any mandated or mandatory training as assigned by the Fire Chief while off duty will be paid at one and a half (1.5) times with a two (2) hour minimum.

Article 26: Re-Opening Clause

With the agreement of all parties any section of the contract may be re-opened for negotiation.

Article 27: Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

Article 28: Personnel Records Review

Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of the individual's personnel file must be by scheduled appointment requested in writing or by phone call to the Employer. Appointment must be during the regular scheduled work hours of the administrative staff of the Department. An employee will be entitled to have a representative of his or her choice accompany him or her during such review. Any employee may copy documents in his or her official personnel file.

If an unfavorable statement or notation is in the official personnel file, the employee must be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type will be included in the employee's official personnel file.

Records of counseling sessions, verbal admonishments, official reprimands, suspension, reduction in pay or position, and removal or dismissal, must be maintained in the official personnel file indefinitely, as required by the public records law.

Records of counseling sessions and verbal admonishments must cease to have force and effect two years from date of issuance, provided no intervening discipline has occurred.

Records of official reprimands, reductions in pay or position, suspension, removal or dismissal, must cease to have force and effect three years from date of issuance, provided no intervening discipline has occurred.

The following information from an employee's personnel file must be considered public information available immediately upon request to the Employer: annual salary, degrees held, areas of special certification, and awards or commendations. Any request for additional information from a member's personnel file will require the Employer to immediately notify the Bargaining Unit member and to allow the member three (3) days notification prior to release of said information.

The employer must disclose all such information from the employee's file in compliance with the specific sections of the Ohio Revised Code which is in effect at the time the request for information is received.

Article 29: Labor and Management Meeting

Labor and Management Discussion Meetings must be called by mutual agreement to discuss problems of mutual concern of the parties in the labor/management area.

The labor and management committee is to consist of no more than the three (3) designated committee members from the Union and no more than three (3) representatives from Management.

The discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Both parties must present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union must notify the Fire Chief of the names of those committee persons who will be in attendance.

The parties must consider alternately the consecutively placed items from both lists.

The parties are encouraged to present their items expeditiously. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings.

Article 30: Wellness Days

Section 1

Wellness days are no longer offered to employees of this contract. Any employees that have previously earned wellness days will have until December 31, 2023 to use their wellness days. Any wellness days not used by the end of December 31, 2023 will be forfeited by the employee.

Article 31: Vacation

All calculations for accrual of vacation time must be based on full-time employee's anniversary date. Vacation for the upcoming year is deposited into the employee's account on the first payroll of the year. The Union understands and acknowledges Employees hired after January 1, 2014 will be credited with a full years accrual of vacation hours prior to those hours being earned. Therefore, any employees hired after January 1, 2014 that separate will have a prorated payout based on the number of vacation hours actual earned for that year. If the employee uses more vacation hours during the course of the year than were earned and separates, the employer shall deduct from other leaves balances (holiday and comp. time) and the final paycheck in order to make the employer whole.

Employees must earn vacation leave according to their number of years of service with governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other entities applies to new hires on or after the effective date of this agreement and

must be earned per year as follows:

- A. Zero through 2,190 days - 80.0 hours (or its equivalent) 5 days of vacation, computed 3.1 hours.
- B. 2,191 through 4,015 days - 120 hours (or its equivalent) 7.5 days of vacation, computed 4.6 hours.
- C. 4,016 through 5,840 days - 144 hours (or its equivalent) 9 days of vacation, computed 5.54 hours.
- D. 5,841 through 9,490 days - 176 hours (or its equivalent) 11 days of vacation, computed 6.77 hours.
- E. 9,491 or more days - 200 hours (or its equivalent) 12.5 days of vacation, computed 7.7 hours.

Newly hired employees will be awarded a prorated amount of vacation time based on the date of hire and the end of the calendar year.

Employees in a transition year (moving from one vacation earning rate to another based on year of service) will be awarded a prorated amount of their additional vacation time based on their anniversary date and the end of the calendar year.

Vacation request:

- a. Vacation request will be considered in order of rank and seniority, and will be evaluated against the need to maintain efficient township operations. The final scheduling of employees' vacation must be the responsibility of the Township and must be consistent with an efficient work schedule.
- b. The vacation request form with procedures will be circulated at the beginning of each calendar year during the fourth quarter of the preceding year.

When a scheduled holiday falls within an employee's scheduled vacation leave, that employee will be credited with eight (8) hours of holiday time.

Each unit crew is considered separately for vacation selection.

Vacation selection is based on the calendar year, January 1st through December 31st.

The career minimum staffing standards must apply when considering vacation requests.

An employee may select vacation time in the form of individual days or weeks according to

the Fire Department selection guideline.

Request to change vacation selection must be submitted in writing at least one shift prior to the original selected dates.

Vacation carry-over:

- a. Full-time employees must take a minimum of 40 hours vacation each year after one year of employment. A full-time employee may carry accumulated vacation leave of a maximum of 100 hours forward to the next year. Accrued vacation leave in excess of 100 hours is dropped and lost on January 1st of the new year.

Any unused vacation time will be paid to the employee upon termination of employment.

Article 32: Leaves of Absence

Sick Leave.

1. **Use of sick leave.** Sick leave must be granted to the employee, only upon approval of the Fire Chief, which may be subject to the approval of the Township Administrator or Board of Trustees or both, for the following reasons (except illness or injury of the employee is not subject to prior approval of the Fire Chief):
 - a. Illness or injury of the employee or exposure to a contagious disease, where the presence of the employee at his or her job would jeopardize the health of others.
 - b. Death of a member of the employee's immediate family. Sick leave usage is limited to five working days; two and a half (2.5) duty tours for a shift worker for each event.
 - c. Medical, dental or optical examinations or treatment of the employee.
 - d. In emergency situations, the employee may use sick time subject to the Fire Chief's approval, to tend to an ill or injured immediate family member.
2. **Definition of immediate family.** Mother, father, spouse, child, stepchild who lives with the employee, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who stands in place of a parent.
3. **Notification.** Employees should contact the supervisor as soon as possible when they are unable to report for duty due to an illness or injury. Notification must be

made directly to the duty shift commander no later than one hour before the employees scheduled start time.

4. Amount of credit. Sick leave credit must be accrued at the rate of 4.6 hours for each 80 hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.
5. Advancements. Advancements of sick time and vacation time must not be allowed.
6. Verification. If necessary, any supervisor designated by the Fire Chief has the authority to check on the 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 need for sick leave or ability to return. Abuse of sick time will result in disciplinary action.
7. Pay for unused credit upon separation. Upon death or retirement, the Township will pay full-time employees with at least ten years of service for one-fourth of the value of up to a maximum of 1440 accrued, unused sick leave credit hours (or a maximum of 360 hours paid upon separation).

General leave of absence. The Trustees or their designated agent may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, or for urgent personal reasons. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. The extension is also without pay. An extension request must be made in writing and submitted at least fourteen (14) days prior to the start of leave.

Maternity leave. Absence due to pregnancy and childbirth is the same as any other temporary disability; therefore, the same leave policies, regulations and procedures that apply to requests for sick leave or general leaves of absence apply to maternity leave.

Jury duty. Employees required to serve on a jury will be reimbursed as set forth in this Article. Subject to the other provisions of this Article, employees must suffer no loss of regular straight time earnings for time necessarily lost due to jury service, up to a maximum of two weeks in any calendar year. The lost pay will be computed by deducting any amounts of jury pay which the employee has received or is eligible to receive for his or her jury service for the days in question. To be eligible, the employee must present the Township satisfactory evidence of the dates and times of jury service and the amounts of pay which the employee is entitled to receive or has received. If an employee is excused from jury service for the day early enough to return to his or her regular shift, he or she must do so. Employees who expect to be called for jury service must notify the Township as promptly as possible so that the Township may make the necessary arrangements. The Township expects each employee to perform his or her civic duty, and serve when called; however, in exceptional cases the

Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

Military service. Employees who enter the military service of the United States will be afforded all rights applicable by law. Employees should notify the Township as soon as possible of the need for military absence.

Leaves under the Family and Medical Leave Act.

1. The Township will comply with the Family and Medical Leave Act.

Article 33: Subcontracting

The employer must not subcontract any fire services, emergency medical services and community risk reduction services to the Township currently performed by members of the Union during the life of this agreement.

Article 34: Expiration

This agreement will be effective as of the 1st day of January 2023 and must remain in full force and effect until the 31st day of December 2025.

For the Union:

Date: _____

For the Employer:

Date: _____

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Donation Acceptance - Administration - Matt Wahlert - \$50 - Veterans Dinner

Recommend approval of all consent items.

Rationale:

Colerain Township Administration is grateful for a \$50 donation from Trustee Wahlert in support of the Veterans Day Dinner.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Donation Acceptance - Public Services - Kendra Leone - \$200 - Street Trees

Recommend approval of all consent items.

Rationale:

Colerain Township Public Services is grateful for a \$200 donation from resident Kendra Leone in appreciation for the Township's Street Tree program.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Sam Woodward, Andrew Harrington, & Linnea Head - \$18.20 per hour

Recommend approval of all consent items.

Rationale:

The position of Firefighter/Paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

1. Sam Woodward
2. Andrew Harrington
3. Linnea Head

The wage for this job is \$18.20 per hour (\$50,149.00 annually) for 53 hours per week. Contingent upon Board approval, they would be eligible to begin work on October 16, 2022.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Andrew Harrington
Board Approved
Date: 10/11/2022

Department: Fire & EMS
Date Effective: 10/16/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 10/15/2022
Full-Time: ☒ Start Date: 10/16/2022

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: Linnea Head
Board Approved
Date: 10/11/2022

Department: Fire & EMS
Date Effective: 10/16/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 10/15/2022
Full-Time: ☒ Start Date: 10/16/2022

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: Sam Woodward Department: Fire & EMS
 Board Approved _____
 Date: 10/11/2022 Date Effective: 10/16/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/EMT Supervisor: Chief Allen Walls
 Rehire: ☐
 Part-Time: ☐ Start Date: _____ End Date: 10/15/2022
 Full-Time: ☒ Start Date: 10/16/2022

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 ☐

CONSENT ITEMS

Department: Police

Department
Director: Ed Cordie

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

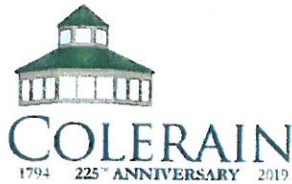
New Hire - Police Officer - Police Department - Tyler Noell - \$25.48/hour

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: Tyler Noell .

The wage for this job is \$25.48 per hour for 40hours per week. Contingent upon Board approval, he would be eligible to begin work on October 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 10/11/2022

Job Code: 146 – Uniformed Police Officer Position Number: 4042 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: Tyler Noell

Hourly rate: \$25.48 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 10/11/2022 Eligibility Date: 10/11/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

Signature: [Signature]
text.

Date: 9/30/2022

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: 9/1/2022

Administrator Signature: [Signature]

Date: 10/4/22

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 Jamie Penley, Ashley Johnson, William Hane, Kelley Hopewell, Andrew Morris

Interview dates: 7/15/2022

Number of applications: 160

Number of candidates interviewed: 112

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - Urban Canopy Works - Street Tree Planting Arborist - \$3,100

Recommend approval of all consent items.

Rationale:

The attached contract is with Urban Canopy Works for a total cost of \$3,100. Urban Canopy has certified arborists on staff that will oversee the Township's street tree planting for this fall to ensure a healthy planting.



Sept. 16, 2022

Jeff Weckbach, MPA
Assistant Township Administrator
Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

RE: Proposal for Oversight and Guidance of Fall Planting 2022

Dear Jeff:

Thank you for your interest in collaborating with Urban Canopy Works to ensure your fall planting plan is implemented with the best possible chance of success. The following is a brief description of included services and estimated fees, as discussed in our phone call.

Task 1: Planning

UCW will review species selection and sites and provide recommendations on locations that will make the best use of the selected species, creating a plan for the contractor to follow. This will require reviewing site conditions in person as well as a review of the species specific requirements. We'll mark sites for planting and meet the planting contractor on site to review expectations and the planting plan.

Task 2: Implementation

During the planting process, UCW will be available to meet with the contractor and answer any questions or address on site changes. Afterwards, every planting site will be inspected for appropriate planting depth, mulching, and other indications of a correctly-planted tree. Site specific notes will be provided to the contractor where adjustments or corrections are required. Once installation is complete, a last site inspection will be made and work approved..

FEE: To be charged on a Time & Materials basis, at \$95 per hour. Estimated Range of Costs:
\$2,400-3,100

Thank you for considering this proposal. We look forward to continuing to work with you.

Sincerely,



Cassandra Homan, Urban Forestry Consultant
Certified Arborist/TRAQ - KY-9878A

AGREEMENT

Agreement Provisions:

Invoicing. Invoice will be submitted to the Township at the conclusion of the project. Terms are net 30 days of the date of the invoice.

Modifications. This agreement may only be modified by a formal written amendment executed by both the City and UCW.

Insurance. UCW shall at all times maintain all required insurance coverage.

Limited Warranty. Note UCW's Limited Warranty on the last page of this proposal.

The specification of deliverables as set forth in this document has been agreed upon and accepted by the following authorized representatives of UCW and Colerain Township, OH.

UCW Representative



9/16/2022
Rachel Comte, Principal

Colerain Township Representative

 9/26/21

Signature

Date

Jeff Weckbach - Administrator

Printed Name / Title

Arborist Disclosure Statement: Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, assess their condition, and recommend measures to enhance the beauty and health of trees, while attempting to reduce risk. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the failure of a tree. Trees are living organisms that fail in ways that cannot always be predicted. Conditions are often hidden within trees and below ground, and can develop quickly after an inspection. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed.

Important: Know and understand that this assessment (as defined by and following the protocols of ANSI A300, Part 9) is confined to the designated subject tree(s), and that this consultation was performed in the interest of facts of the tree(s) without prejudice to or for any other service or any interested party.

Limited Warranty Statement: Urban Canopy Works, LLC (UCW) provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

UCW provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. UCW cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. UCW will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent permitted by law, UCW does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by UCW in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. UCW disclaims any warranty of fitness for any particular purpose. UCW's warranty is limited to one year from the date Services are performed. UCW's liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by UCW.