

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - February 14, 2023

1. **Opening of Meeting**
2. **Pledge of Allegiance 7PM**
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Presentations**
 - a. Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Officers
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**
 - Public Safety**
 - a. Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide EMS Services to West College Hill and Golfway Area
 - b. Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide EMS Services to Pleasant Run Farms
 - c. Motion Authorizing Pay Increase for Department of Fire and EMS Recruits - \$16.50 per hour.
 - d. First Reading: Drone Policy
 - e. Resolution Declaring Nuisance and Ordering Abatement
 - f. Resolution Declaring a Junk Motor Vehicle - 2520 Springdale Rd.
 - g. Resolution Declaring a Junk Motor Vehicle - 3130 Springdale Rd.
 - h. Resolution Declaring a Junk Motor Vehicle - 3280 W. Galbraith Rd.
 - i. Resolution Declaring a Junk Motor Vehicle - 4671 Dry Ridge Rd.
 - j. Resolution Declaring a Junk Motor Vehicle - 7238 Boleyn Dr.
 - k. Resolution Declaring a Junk Motor Vehicle - 7256 Boleyn Dr.
 - l. Resolution Declaring a Junk Motor Vehicle - 7264 Boleyn Dr.
 - m. Motion to Issue Noise Resolution Permit to Club Trio Lounge
 - n. Motion to Authorize the Township Administrator to Renew the Personal Services Agreement with James Love

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- o. Motion to Approve the Colerain Township Police Law Enforcement Recruitment Initiative

Public Services

- a. Motion Authorizing the Township Administrator to execute a contract with Adleta Construction for the 2023 Road Program
- b. Motion to increase the capital budget for the Colerain Park Playground Phase III project to \$480,878.75
- c. Motion authorizing the Township Administrator to execute a contract with Logan Creek, LLC for the Colerain Park Playground - Phase III project
- d. Motion Accepting 2022 Road Mileage Certification

Development

- a. Motion Authorizing Township Administrator to Execute Grant and Loan Agreement with Hamilton County for \$300,000
- b. Motion to Appoint James Joseph Sidow to Permanent Member of the Colerain Township Board of Zoning Appeals (BZA)
- c. Motion to Appoint Carl Werner Hauser III to an Alternate Position on the Colerain Township Zoning Commission (ZC)
- d. Motion to Set a Public Hearing on March 14, 2023 at 7:00pm for Zoning Commission Case ZA2023-01, as a Major Amendment to Case ZA2005-003
- e. Motion to Accept Bid by Battle Axe Construction for the Demolition of Three (3) buildings that have become unsafe, insecure and unfit for human habitation
- f. Resolution to Extend Moratorium on New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township by One-Year

Administration

- a. Motion Authorizing Township Administrator to Execute a Service Agreement with Zix
- b. Resolution Authorizing the Transfer of Township Moneys to Other Township Funds
- c. Motion Authorizing Township Administrator to Execute an Electric Aggregation Agreement at a Rate not to Exceed 7.5 cents per kWh for a Period of Up to Two Years
- d. Resolution Modifying Organizational Chart

10. Old Business

11. Consent Items

- a. Promotion - Battalion Chief - Department of Fire and EMS - Captain Eric Dauer -

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\$36.08 per hour

- b. Promotion - Fire Captain - Department of Fire and EMS - Lieutenant Ryan Frank and Lieutenant Scott Becker - \$34.51 per hour
- c. Promotion - Fire Lieutenant - Department of Fire and EMS - Firefighter/Paramedic Alex Siemer and Firefighter/Paramedic David Derbyshire - \$32.94 per hour
- d. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Nolan Thorner - \$20.86 per hour
- e. Promotion - EMS Coordinator - Department of Fire and EMS - Administrative Training Assistant Jennifer Ploeger - \$30.88 per hour
- f. New Hire - Full-Time Firefighter/Paramedic - Department of Fire and EMS - Ed Shannon - \$24.72 per hour
- g. Promotion - Lieutenant - Police Department - Sgt. Jamie Penley - \$50.00 per hour
- h. Promotion - Lieutenant - Police Department - Sgt. Jon Middendorf - \$50.00 per hour
- i. Promotion - Sergeant - Police Department - Officer Zach Meyer - \$43.62 per hour
- j. Promotion - Sergeant - Police Department - Officer William Hane - \$43.62 per hour
- k. New Hire - Police Officer - Police Department - Anthony Mountjoy - \$37.50 per hour
- l. New Hire - Police Officer - Police Department - Logan Kestermann - \$33.65 per hour
- m. New Hire - Police Officer - Police Department - Tyler Large - \$33.65 per hour
- n. New Hire - Police Cadet - Police Department - Jack Yelmgren - \$15.00 per hour
- o. New Hire - Police Records Clerk - Police Department - Megan Godbey - \$15.00 per hour
- p. Donation Acceptance - Department of Fire and EMS - Joan Liebenthal - \$100.00 (Cash)
- q. Donation Acceptance - Department of Fire and EMS - Paul and Lindsey Applegate - \$150.00 (Kroger Gift Card)
- r. Contract - gWorks - Fleet Maintenance Software - \$4,000 -NoEXP
- s. Contract - Standard - Part Time Fire Life/AD&D
- t. Contract - Seasongood Foundation - Grant for Intern - \$5,760
- u. Engagement Letter- Plattenburg - Accounting Services - \$3,000
- v. Contract - Terracon - Geotechnical Services at Station 26 Site - \$8,650
- w. Contract - Terracon - Geotechnical Services at Station 102 Site - \$8,650



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- x. Contract - Axon - Redaction Software Trial - \$0
 - y. Contract - PowerDMS - Police Training Software - \$117.65
- 12. **Fiscal Office Report**
- 13. **Executive Session** – if needed
- 14. **Adjournment**

PRESENTATIONS

Department: Police

Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Officers

No action is requested of the Board.

Rationale:

Chief Cordie will swear-in Police Officer Travis Studzinski, Police Officer Zack Getz, and Police Officer Brandon Wilson.

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide EMS Services to West College Hill and Golfway Area

Recommend ADOPTION of the Motion.

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of first-responder emergency medical services into Springfield Township's West College Hill neighborhood and Golfway area from Fire Station 26 on West Galbraith Road for a trial period from February 1 – December 31, 2023. The department will be paid \$350.00 for each emergency medical first response incident in the West College Hill neighborhood.

**AGREEMENT BETWEEN SPRINGFIELD TOWNSHIP AND COLERAIN TOWNSHIP
REGARDING THE PROVISION OF ADVANCED LIFE SUPPORT (“ALS”) “FIRST
RESPONDER” SERVICES IN THE WEST COLLEGE HILL AND GOLFWAY AREA OF
SPRINGFIELD TOWNSHIP**

This Agreement (“Agreement”) is made on this ____ day of _____, 2023, by and between Colerain Township, Hamilton County Ohio, (hereinafter referred to as “Colerain”) whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 and Springfield Township (hereinafter referred to as “Springfield Township”) whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

Springfield Township desires to have Colerain Township provide First Responder ALS emergency medical services to a portion of the Township known as the West College Hill and Golfway areas which is shown on attached Exhibit A (hereinafter referred to as the “area to be served”).

Colerain is comprised of men and women ready, able and properly trained to operate the necessary equipment to provide First Responder ALS emergency medical services, to said area to be served.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Article I
Term of Agreement**

1. Notwithstanding its execution date, the term of this Agreement shall commence on February 1, 2023 and shall continue, unless terminated pursuant to other provisions of this Agreement, in full force and effect until December 31, 2023.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

**Article II
Services to be Performed Colerain**

3. Colerain shall provide quality “First Responder” ALS (paramedic) emergency medical services to the residents, businesses and visitors of the area to be served by responding to the following critical ALS dispatches:
 - a. Cardiac arrest/nonbreather;
 - b. Unconscious/unresponsive
 - c. Altered mental state;
 - d. Choking;
 - e. Person shot;
 - f. Drowning; and
 - g. Other dispatches determined by the Springfield Township Fire Chief during the course of this Agreement.

4. The Springfield Township Fire Chief, in conjunction with the Colerain Township Fire Chief, shall establish policies and procedures for a response criterion (including stations responsible for response, diversion and dual dispatch), patient care. Colerain will provide a minimum ALS (paramedic) response of one paramedic and one emergency medical technician in accordance with the policies and procedures established by the Springfield Township Fire Chief and the Colerain Township Fire Chief. It is understood that the vehicle responding to calls pursuant to this Agreement will respond from Station 26 in Colerain only. The vehicle in which the EMS “First Responders” are transported is at the discretion of the Colerain Township Fire Chief, and a paramedic engine response is acceptable.
5. Upon arrival, Colerain will evaluate scene safety and conduct an initial patient assessment. Colerain will contact Springfield Township via radio and provide patient information along with instructions. Upon arrival, Springfield Township will communicate with the Colerain paramedic to transfer patient care. Colerain will assist with scene management and patient care as necessary. Unless otherwise deemed necessary by Springfield Township and communicated to Colerain, Springfield Township will transport patients. In the event that Springfield Township is unavailable to transport any patient, Colerain will provide the transport pursuant to mutual aid if Colerain is available to do so.
6. Colerain shall, through the Chief of the Fire Department, submit to the Springfield Township a monthly activity report detailing the number and type of calls and dispatch and arrival times. The Activity Report shall be submitted no later than the fifth (5th) day of each month.
7. Springfield Township shall pay all costs associated with dispatching.

Article III

Professional Standards and Contractor Responsibilities

8. Colerain agrees to furnish the services of its organization, to exert its best efforts, and to exercise the appropriate degree of professional skill and competence in performing all services specified in this Agreement and as to any services incidental thereto.
9. Colerain agrees to furnish all tools, equipment, labor and materials necessary to complete the services specified in this Agreement and as to any services incidental thereto.
10. Colerain agrees to ensure that its Fire Department and its Fire Department personnel are in compliance with the National Incident Management System (NIMS). To that end, Colerain shall provide to its Fire Department personnel all required NIMS training and shall require that every member of the Fire Department obtain the required NIMS certifications on an annual basis.

Article IV

Compliance with Applicable Statutes, Ordinances, and Regulations

11. In performing the services required of it under this Agreement, Colerain shall comply with all applicable federal, state, county, and township statutes, ordinances, regulations and resolutions.

12. At all times during the term of this Agreement, Colerain shall comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate in its hiring practices by reason of race, creed, gender, handicap, national origin, ancestry, or color. Colerain shall further comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate against or intimidate any employee hired for the performance of work under this agreement on account of race, creed, handicap, national origin, ancestry, or color.
13. At all times during the term of this Agreement, Colerain shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission pursuant to Ohio Revised Code Chapter 4123 promptly when due or shall elect to pay compensation directly and contribute to the surplus of the fund as required by law. Colerain agrees that any injury or illness to its personnel or agents resulting from or related to the services provided pursuant to this Agreement shall be, to the extent permitted by law, covered by its worker's compensation policy and managed by its personnel. This paragraph is binding on all contractors and subcontractors that perform work under this Agreement and such compliance is warranted by Colerain. Springfield Township may require Colerain to provide a Certificate of Compliance from the Industrial Commission. If such certificate is required, the failure to provide it to Springfield Township is a breach of this Agreement and grounds for immediate termination of the Agreement.
14. At all times during the term of this Agreement, Colerain shall comply with all applicable Ohio safety regulations.
15. At all times during the term of this Agreement, Colerain shall comply with all applicable federal, state, and township statutes, regulations, ordinances and resolutions pertaining to a drug-free workplace.

Article V

Insurance

16. In addition to the complete and adequate workers' compensation insurance required by this Agreement, Colerain shall carry general public liability insurance for personal injuries and property damages and also for errors and omissions (wrongful acts) to cover any and all personal-injury or property damage claims arising out of the activities of Colerain in performing the services under this contract. Colerain agrees that it will provide the Springfield Township with a minimum of thirty (30) days' notice prior to any cancellation of such policy. It is acknowledged that the general public liability insurance and the errors and omissions insurance required under this paragraph shall be the primary insurance and that the Springfield Township insurance shall be excess insurance over and above that insurance. All insurance costs required under this paragraph shall be paid by Colerain.
17. It is acknowledged that the risk of loss for all contents and property belonging to Colerain shall be on Colerain which shall purchase and maintain any appropriate or desired insurance coverage relative thereto.

Article VI Compensation

18. Springfield Township shall pay to Colerain from funds in its possession from the operating levy in the Fire District including the area to be served the sum of THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$350.00) for each response made pursuant to this Agreement.
19. Colerain shall provide a written invoice Springfield Township for the responses provided each month by the fifth (5th) day of the month following the month in which responses were provided. The invoice shall be provided in the form or format required by Springfield Township. Springfield Township shall pay or dispute each invoice no later than the thirtieth (30th) day of the month in which the invoice was tendered. Any amount disputed will not delay the payment of the remainder of the invoice which includes the disputed amount, but the disputed amount will be withheld from the total payment of that invoice until such time as the dispute is resolved.
20. It is understood and agreed that Colerain will *not* utilize a billing/collection program for emergency medical services provided pursuant to this Agreement. In the event that Colerain performs transportation services outside the scope of this Agreement, it shall perform those services as mutual aid and shall be permitted to utilize the billing program/company of its choice.

Article VII Waiver

20. The failure of Springfield Township and/or Colerain to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of Springfield Township's or Colerain's right to thereafter require strict compliance.

Article VIII Termination of Agreement for Cause

21. In addition to termination as provided in other portions of this Agreement, this Agreement may be terminated by Springfield Township at any time without notice upon the occurrence of one or more of the following events:
 - a. In the event Colerain notifies Springfield Township that it no longer retains the personnel or possesses the equipment necessary to fulfill its obligations under this Agreement; or
 - b. In the event Colerain shall fail or refuse to faithfully or diligently perform its obligations under this Agreement; or
 - c. Bankruptcy or insolvency of Colerain; or
 - d. Failure of Colerain to obtain insurance required by this Agreement; or

- e. In the event that Colerain is found guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services.

Article IX Governing Law

- 22. This Agreement will be governed by and constructed in accordance with the laws of the State of Ohio, and all obligations of the parties created under this Agreement are performable in Hamilton County, Ohio.

Article X Parties Bound

- 23. This Agreement shall be binding on and inure to the benefit of the parties and their legal successors, if any.
- 24. This Agreement and the rights, privileges, or duties created hereunder shall not be assigned by either party without the written consent of the other party.

Article XI Legal Construction

- 25. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Article XII Complete Agreement/Prior Agreements Superseded

- 26. This Agreement constitutes the sole and only agreement of the parties with respect to the area to be served and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Article XIII Notices

- 27. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid, and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for the receipt of the notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated one (1) day after mailing.

Article XIV
Authority to Sign

28. The representative of Colerain whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Colerain to the terms of this Agreement by his signature.
29. The representative of Springfield Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Springfield Township to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties herein set their hands at Cincinnati, Ohio, this _____ day of _____, 2023.

SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

By: _____
Christopher D. Gilbert
Township Administrator

By: _____
Jeff Weckbach
Township Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

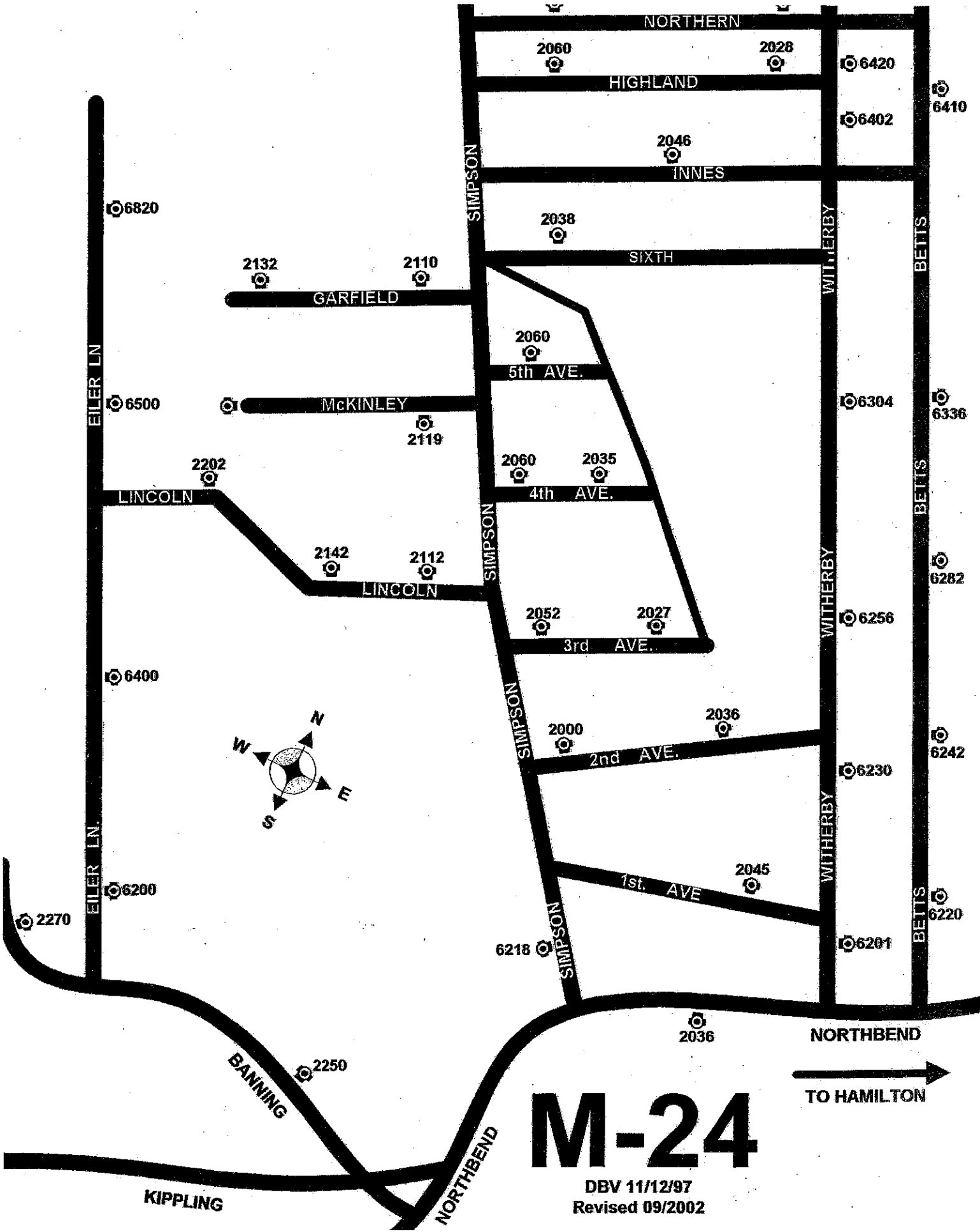
I certify that the sum of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), the maximum amount anticipated to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose for the current year and will be lawfully appropriated in future years, and is (or will be) in the treasury or in process of collection to the credit of the Fund # _____, free from any outstanding obligation or encumbrance.

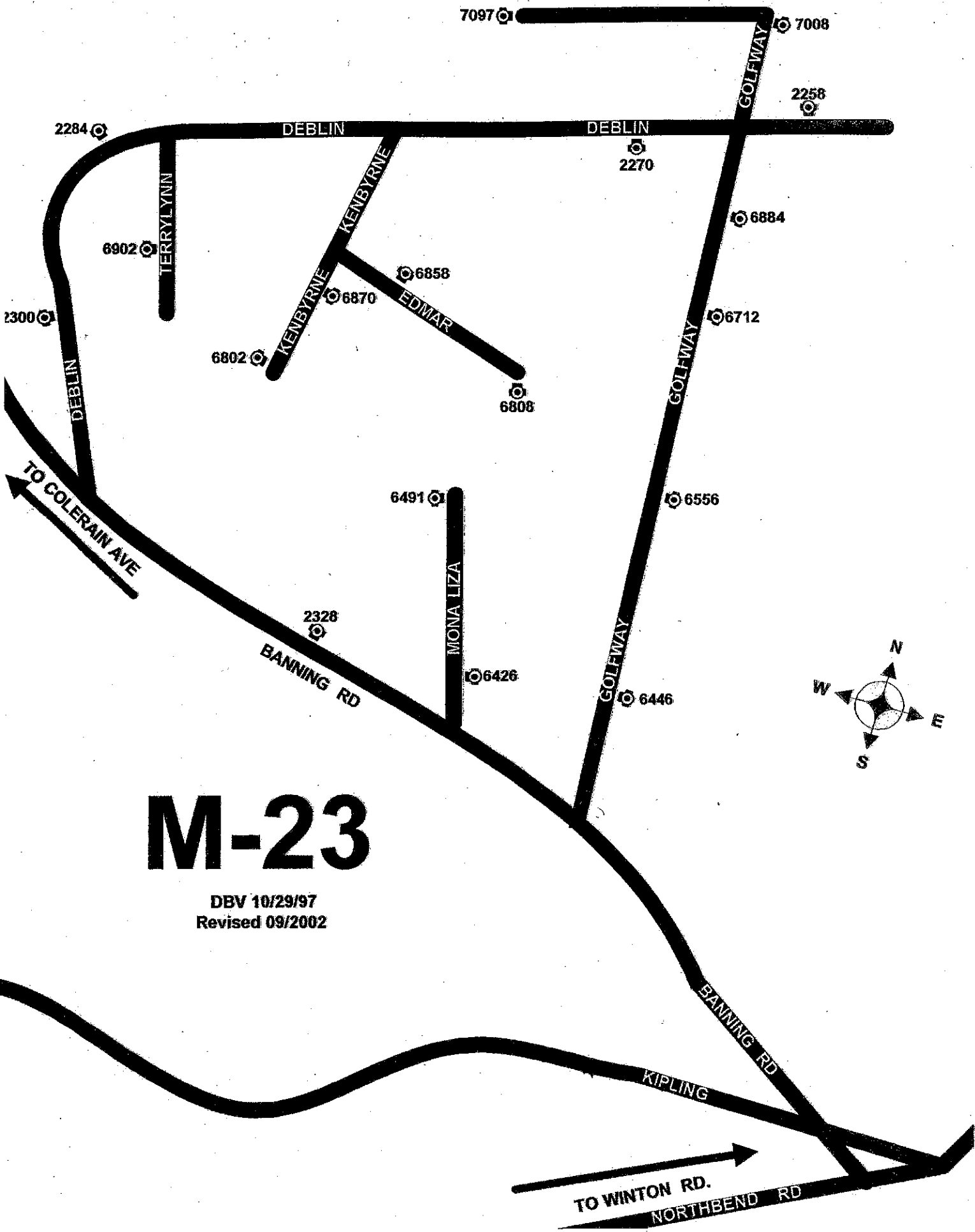
Dan Berning, Fiscal Officer
Springfield Township

Exhibit A
Area to be Served (including list of streets and map attached)

West College Hill and Golfway Neighborhood

Banning
Betts
Deblin
Edmar
Eiler
First
Fifth
Fourth
Garfield
Golfway
Highland
Innes
Kenbyrn
Kipling
Lincoln
McKinley
Mona Lisa
Northbend
Northern
Second
Sixth
Simpson
Terrylynn
Third
Witherby





M-23

DBV 10/29/97
Revised 09/2002

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide EMS Services to Pleasant Run Farms

Recommend ADOPTION of the Motion.

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of first-responder emergency medical services into Springfield Township's Pleasant Run Farms neighborhood in the annual amount of \$84,000.00 from February 1, 2023 to December 31, 2025.

**AGREEMENT BETWEEN SPRINGFIELD TOWNSHIP AND COLERAIN TOWNSHIP
REGARDING THE PROVISION OF FIRE/EMS SERVICES IN THE PLEASANT RUN
FARMS AREA OF SPRINGFIELD TOWNSHIP**

This Agreement (“Agreement”) is made on this ____ day of _____, 2023, by and between Colerain Township, Hamilton County Ohio, (hereinafter referred to as “Colerain”) whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 and Springfield Township (hereinafter referred to as “Springfield Township”) whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

Springfield Township desires to provide emergency medical services to a portion of the Township known as a Pleasant Run Farms which is shown on attached Exhibit A (hereinafter referred to as the “area to be served”).

Colerain is comprised of men and women ready, able and properly trained to operate the necessary equipment to provide ALS emergency medical services, to said area to be served.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Article I
Term of Agreement**

1. Notwithstanding its execution date, the term of this Agreement shall commence on February 1, 2023 and shall continue, unless terminated pursuant to other provisions of this Agreement, in full force and effect until December 31, 2025.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

**Article II
Services to be Performed Colerain**

3. Colerain shall provide quality “First Responder” ALS (paramedic) emergency medical services to the residents, businesses and visitors of the area to be served. This shall include all necessary equipment and personnel.
4. The Springfield Township Fire Chief, in conjunction with the Colerain Township Fire Chief, shall establish policies and procedures for a response criteria (including stations responsible for response, diversion and dual dispatch), patient care. Colerain will provide a minimum ALS (paramedic) response of one paramedic and one emergency medical technician in accordance with the policies and procedures established by the Springfield Township Fire Chief and the Colerain Township Fire Chief. The vehicle in which the EMS “First Responders” are transported is at the discretion of the Colerain Township Fire Chief. A “paramedic engine” response is acceptable. Engine 109 will be the primary First Responder. If Engine 109 is not

available, Engine 102 will respond. If Engine 102 is not available no other units from Colerain will be dispatched.

5. Upon arrival, Colerain will evaluate scene safety and conduct an initial patient assessment. Colerain will contact Springfield Township via radio and provide patient information along with instructions. Upon arrival, Springfield Township will communicate with the Colerain paramedic to transfer patient care. Colerain will assist with scene management and patient care as necessary. Unless otherwise deemed necessary by Springfield Township and communicated to Colerain, Springfield Township will transport patients. In the event that Springfield Township is unavailable to transport any patient, Colerain will provide the transport pursuant to mutual aid if Colerain is available to do so.
6. Colerain shall, through the Chief of the Fire Department, submit to the Springfield Township a monthly activity report detailing the number and type of calls and dispatch and arrival times. The Activity Report shall be submitted no later than the fifth (5th) day of each month.
7. Springfield Township shall pay all costs associated with dispatching.

Article III

Professional Standards and Contractor Responsibilities

8. Colerain agrees to furnish the services of its organization, to exert its best efforts, and to exercise the appropriate degree of professional skill and competence in performing all services specified in this Agreement and as to any services incidental thereto.
9. Colerain agrees to furnish all tools, equipment, labor and materials necessary to complete the services specified in this Agreement and as to any services incidental thereto.
10. Colerain agrees to ensure that its Fire Department and its Fire Department personnel are in compliance with the National Incident Management System (NIMS). To that end, Colerain shall provide to its Fire Department personnel all required NIMS training and shall require that every member of the Fire Department obtain the required NIMS certifications on an annual basis.

Article IV

Compliance with Applicable Statutes, Ordinances, and Regulations

11. In performing the services required of it under this Agreement, Colerain shall comply with all applicable federal, state, county, and township statutes, ordinances, regulations and resolutions.
12. At all times during the term of this Agreement, Colerain shall comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate in its hiring practices by reason of race, creed, gender, handicap, national origin, ancestry, or color. Colerain shall further comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate against

or intimidate any employee hired for the performance of work under this agreement on account of race, creed, handicap, national origin, ancestry, or color.

13. At all times during the term of this Agreement, Colerain shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission pursuant to Ohio Revised Code Chapter 4123 promptly when due or shall elect to pay compensation directly and contribute to the surplus of the fund as required by law. Colerain agrees that any injury or illness to its personnel or agents resulting from or related to the services provided pursuant to this Agreement shall be, to the extent permitted by law, covered by its worker's compensation policy and managed by its personnel. This paragraph is binding on all contractors and subcontractors that perform work under this Agreement and such compliance is warranted by Colerain. Springfield Township may require Colerain to provide a Certificate of Compliance from the Industrial Commission. If such certificate is required, the failure to provide it to Springfield Township is a breach of this Agreement and grounds for immediate termination of the Agreement.
14. At all times during the term of this Agreement, Colerain shall comply with all applicable Ohio safety regulations.
15. At all times during the term of this Agreement, Colerain shall comply with all applicable federal, state, and township statutes, regulations, ordinances and resolutions pertaining to a drug-free workplace.

Article V **Insurance**

16. In addition to the complete and adequate workers' compensation insurance required by this Agreement, Colerain shall carry general public liability insurance for personal injuries and property damages and also for errors and omissions (wrongful acts) to cover any and all personal-injury or property damage claims arising out of the activities of Colerain in performing the services under this contract. Colerain agrees that it will provide the Springfield Township with a minimum of thirty (30) days' notice prior to any cancellation of such policy. It is acknowledged that the general public liability insurance and the errors and omissions insurance required under this paragraph shall be the primary insurance and that the Springfield Township insurance shall be excess insurance over and above that insurance. All insurance costs required under this paragraph shall be paid by Colerain.
17. It is acknowledged that the risk of loss for all contents and property belonging to Colerain shall be on Colerain which shall purchase and maintain any appropriate or desired insurance coverage relative thereto.

**Article VI
Compensation**

18. Springfield Township shall pay to Colerain from funds in its possession from the operating levy in the Fire District including the area to be served the sum of EIGHTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$84,000.00) per year. Springfield Township shall pay each year's sum in four (4) installments on or before February 1st, May 1st, August 1st, and November 1st of each year as follows:

	Payment Amount
February	\$21,000.00
May	\$21,000.00
August	\$21,000.00
November	\$21,000.00

19. It is understood and agreed that Colerain will *not* utilize a billing/collection program for emergency medical services provided pursuant to this Agreement. In the event that Colerain performs transportation services outside the scope of this Agreement, it shall perform those services as mutual aid and shall be permitted to utilize the billing program/company of its choice.

**Article VII
Waiver**

20. The failure of Springfield Township and/or Colerain to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of Springfield Township's or Colerain's right to thereafter require strict compliance.

**Article VIII
Termination of Agreement for Cause**

21. In addition to termination as provided in other portions of this Agreement, this Agreement may be terminated by Springfield Township at any time without notice upon the occurrence of one or more of the following events:
- a) In the event Colerain notifies Springfield Township that it no longer retains the personnel or possesses the equipment necessary to fulfill its obligations under this Agreement; or
 - b) In the event Colerain shall fail or refuse to faithfully or diligently perform its obligations under this Agreement; or
 - c) Bankruptcy or insolvency of Colerain; or
 - d) Failure of Colerain to obtain insurance required by this Agreement; or
 - e) In the event that Colerain is found guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services.

**Article IX
Governing Law**

22. This Agreement will be governed by and constructed in accordance with the laws of the State of Ohio, and all obligations of the parties created under this Agreement are performable in Hamilton County, Ohio.

**Article X
Parties Bound**

23. This Agreement shall be binding on and inure to the benefit of the parties and their legal successors, if any.
24. This Agreement and the rights, privileges, or duties created hereunder shall not be assigned by either party without the written consent of the other party.

**Article XI
Legal Construction**

25. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Article XII
Complete Agreement/Prior Agreements Superseded**

26. This Agreement constitutes the sole and only agreement of the parties with respect to the area to be served and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

**Article XIII
Notices**

27. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid, and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for the receipt of the notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated one (1) day after mailing.

Article XIV
Authority to Sign

28. The representative of Colerain whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Colerain to the terms of this Agreement by his signature.
29. The representative of Springfield Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Springfield Township to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties herein set their hands at Cincinnati, Ohio, this _____ day of _____, 2023.

SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

By: _____
Christopher D. Gilbert
Township Administrator

By: _____
Jeff Weckbach
Township Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the sum of EIGHTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$84,000.00) for 2023, 2024, and 2025 to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose for the current year and will be lawfully appropriated in future years, and is (or will be) in the treasury or in process of collection to the credit of the Fund # _____, free from any outstanding obligation or encumbrance.

Dan Berning, Fiscal Officer
Springfield Township

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing Pay Increase for Department of Fire and EMS Recruits - \$16.50 per hour.
Recommend ADOPTION of the Motion.

Rationale:

I respectfully request the Board of Trustees consider the approval of a \$2.00 an hour increase for all part-time Department of Fire and EMS Recruits. The current pay rate for Recruit is \$14.50 per hour and following successful approval of a collective bargaining agreement with represented part-time employees, Recruit pay is in need of adjustment. If approved, the increase (\$16.50 per hour) would be retroactive to January 9, 2023, with the exception of Kylie Herndon and Jacob Jones, which would be retroactive to February 7, 2023.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

First Reading: Drone Policy

No action is requested of the Board.

Rationale:

This is the first draft of the Drone policy, known as Policy 6.62 Small Unmanned Aircraft Systems (sUAS). This policy was created as the first step in our drone program. Costs are as projected as below:

- Training - \$50.00 per pilot, additional training to be completed during shifts, during scheduled training days.
- License - \$175.00 per pilot
- Call outs - either on-duty or overtime
- Mutual Aid - Our officers entering into neighboring jurisdictions to provide aid - Covered by Hamilton County Mutual Aid Agreement which was approved by Colerain Township Trustee Resolution 32-10.
- Drone initial start up costs - \$20,000
- Drone yearly costs to maintain - \$3,000

	Policy: 6.62 Small Unmanned Aircraft Systems		
Reference:		Effective: TBD	
CALEA Standard(s):		Modified: January 25, 2023	

SMALL UNMANNED AIRCRAFT SYSTEMS

Purpose:

The purpose of this policy is to establish guidelines for the use of a small, unmanned aircraft system (sUAS) and for the storage, retrieval and dissemination of images and data captured by the sUAS.

Policy:

It is the policy of the Colerain Police Department that sUAS shall be deployed only for specific public safety missions, in compliance with all applicable laws, and only by trained and authorized personnel. This policy is not intended to be all-inclusive, but instead shall serve as a supplement to other agency policies and procedures, applicable national aviation authority regulations, and sUAS manufacturers' approved flight manuals. Any use of a sUAS will be in strict accordance with constitutional and privacy rights, Part 107 certification, Certificate of Authorization, and Federal Aviation Administration (FAA) regulations.

Definitions:

Digital Media Evidence (DME): Digital recordings of images, sounds, and associated data.

Remote Pilot in Command (RPIC): The individual with the final authority and responsibility for operation and safety of an sUAS operation.

Small Unmanned Aircraft System (sUAS): An unmanned aircraft and its associated elements, including communication links and the components that control the aircraft that are required for safe and efficient operation.

Unmanned Aircraft: An aircraft that is operated without direct human intervention from within or on the aircraft.

Visual Observer: If used, an sUAS flight crewmember designated by the RPIC to assist with the responsibility to identify and avoid other air traffic or objects in the air or on the ground.

Federal Aviation Administration (FAA): The agency of the United States Department of Transportation responsible for the regulation and oversight of civil aviation within the United States and the operation and development of the National Airspace System.

Certification of Authority (COA): A document issued by the FAA that allows a public entity to conduct flight operations of a sUAS within a specific area and altitude clearance. A COA allows for the following: flying beyond visual line of sight, flying over people, flying above 400 feet, and flying in controlled airspace.

Part 107 license: A license issued by the FAA in order to fly sUAS's, also known as a Remote Pilot Certification.

Procedure:

A. Privacy

- a. Absent a warrant or exigent circumstances, operations and observers shall adhere to Federal Aviation Administration (FAA) altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).
- b. Operators and observers shall take reasonable precautions to avoid inadvertently recording or

transmitting images of areas where there is a reasonable expectation of privacy.

- c. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during sUAS operations.

B. Program Administration

1. Agency sUAS shall be used only to support agency operations.
 - a. Those operations may include, but are not limited to,
 - i. Situational awareness;
 - ii. Search and rescue;
 - iii. Tactical deployment; and
 - iv. Incident scene documentation (crime, traffic crash, disaster).
2. The sUAS program shall be limited to those personnel assigned by the Chief of Police. The assigned personnel must be trained and certified in the operation of the system and have a Part 107 FAA license. sUAS pilots are responsible for ensuring the current weather conditions are appropriate for the sUAS system to be deployed. The sUAS pilot will ensure he/she gathers enough information to familiarize themselves with the current weather conditions and will continually monitor the weather conditions during the sUAS operation to ensure the weather does not prohibit the safe and proper operation of the sUAS system. If the weather changes and the sUAS system can no longer fly safely, the sUAS pilot will be responsible for terminating the mission and landing the sUAS.
3. To enhance the level of safety and promote appropriate use of sUAS, all procedures contained herein shall be followed without deviation, unless necessary during an emergency, or with appropriate supervisory approval.

4. Complaint Investigations

- a. Any complaint alleging a violation of a person's civil rights, inappropriate use of the sUAS, or unauthorized use of the sUAS, shall be documented and investigated in accordance with the Colerain Police Departments policy and procedures and any applicable Collective Bargaining articles. Violations that are sustained will be subject to discipline.

5. Auditing and Annual Reporting

- a. A supervisor shall audit flight documentation monthly. This audit shall include, at minimum, a summary of the following:
 - i. Number of missions/uses;
 - ii. Appropriateness of uses;
 - iii. Evaluation of effectiveness of the sUAS;
 - iv. Safety concerns;
 - v. Equipment concerns; and
 - vi. Flight time, to include a review of flight logs or data from flight time counters.
- b. Colerain Police Department should review and audit the agency's use of sUAS on an annual basis. The results of the audit shall document findings in a Memorandum to the Chief of Police.

C. Personnel Qualifications, Training, and Safety

- a. All sUAS program personnel shall receive training necessary to safely, efficiently, and effectively manage or operate sUAS, to include initial and recurrent training.

- b. The sUAS program shall have a safety program based on the principles of the FAA.
- c. All sUAS program personnel shall receive training in the legal aspects of sUAS use.
- d. All sUAS program personnel shall receive annual training on the policies and procedures governing the use of the equipment.

D. Operational Procedures

- a. Agency sUAS operations shall comply with the guidelines from the FAA.
- b. All sUAS missions should be approved by a supervisor. Supervisory personnel should manage all deployments and uses of sUAS to ensure that officers equipped with sUAS devices utilize them in accordance with policy and procedures defined herein.
- c. All flights shall be documented on a form or database designed for that purpose, and all flight time shall be accurately recorded. In addition, each deployment of the sUAS shall include information regarding:
 - a. The reason for the flight;
 - b. The time, date, and location of the flight;
 - c. The names of the supervisor approving the deployment and the staff assigned; and
 - d. A summary of the activities covered, actions taken, and outcomes from the deployment.
- d. Except for those instances where officer safety or an investigation could be jeopardized, and where reasonably possible and practical, the Colerain Police Department will attempt to notify the public in the area of the flight.

- e. The Colerain Police Department shall collect data using sUAS or use sUAS-collected data only to the extent that such collection or use is consistent with and relevant to an authorized purpose.
- f. Digital Media Evidence (DME) retention and management:
 - a. All DME captured, recorded, or otherwise produced by the equipment is the sole property of the Colerain Police Department.
 - b. All DME shall be stored and handled in accordance with existing policy on data and records retention (RC-2).
 - c. All DME shall be securely downloaded at the completion of each mission. The sUAS RPIC shall record information for each file that shall include the date, time, location, and case reference numbers or other mission identifiers and the agency personnel involved in each mission.
 - d. Agency employees shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute DME in any manner without prior authorization from the Chief of Police.
 - e. All access to sUAS DME shall be restricted to only authorized personnel. All DME will be audited to ensure that the data was accessed for legitimate and authorized purposes.
- g. Restrictions on the use of sUAS:
 - a. The sUAS shall be deployed and used only to support official law enforcement and public safety missions.
 - b. The sUAS shall not be operated in an unsafe manner or in violation of

regulations.

- c. The sUAS shall not be equipped with weapons of any kind.

E. Maintenance

- a. Each sUAS shall be inspected on a regular basis to determine if maintenance is necessary.
- b. The sUAS program shall have a documented maintenance program to include manufacturer's recommendations.
- c. The maintenance program shall describe who is authorized to perform maintenance on the sUAS and the required training for those personnel.
- d. Records shall be kept of all maintenance performed on the agency's sUAS.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & 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:

3455 Redskin Dr.	510-0111-0137-00
9173 Coogan Dr.	510-0053-0036-00
10104 Sturgeon Ln.	510-0044-0166-00
2716 Brampton Dr.	510-0043-0239-00
2505 Byrneside Dr.	510-0073-0157-00
3217 McGill Ln.	510-0093-0083-00
2430 Chopin Dr.	510-0053-0118-00
9178 Orangewood Dr.	510-0053-0092-00
2713 Sandhurst Dr.	510-0074-0227-00
2674 Niagara St.	510-0051-0299-00
9295 Coogan Dr.	510-0053-0184-00
8532 Sunlight Dr.	510-0063-0284-00
2610 Sandhurst Dr.	510-0074-0235-00
2588 West Galbraith Rd.	510-0061-0004-00
8876 Planet Dr.	510-0062-0068-00
7314 Boleyn Dr.	510-0083-0455-00
7127 Thompson Rd.	510-0380-0052-00

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 ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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>
3455 Redskin Dr.	510-0111-0137-00
9173 Coogan Dr.	510-0053-0036-00
10104 Sturgeon Ln.	510-0044-0166-00
2716 Brampton Dr.	510-0043-0239-00
2505 Byrneside Dr.	510-0073-0157-00
3217 McGill Ln.	510-0093-0083-00
2430 Chopin Dr.	510-0053-0118-00
9178 Orangewood Dr.	510-0053-0092-00
2713 Sandhurst Dr.	510-0074-0227-00
2674 Niagara St.	510-0051-0299-00
9295 Coogan Dr.	510-0053-0184-00
8532 Sunlight Dr.	510-0063-0284-00
2610 Sandhurst Dr.	510-0074-0235-00
2588 West Galbraith Rd.	510-0061-0004-00
8876 Planet Dr.	510-0062-0068-00
7314 Boleyn Dr.	510-0083-0455-00
7127 Thompson Rd.	510-0380-0052-00

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.

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.

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

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

ADOPTED this ____ day of _____, 202_.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan
Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 2520 Springdale Rd.

Recommend ADOPTION of the Resolution.

Rationale:

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

2520 Springdale Rd. Cincinnati, OH 45231

1. **(OH) M659076, 1986, Red, CHEVY, CAMARO**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2520 Springdale Rd. Cincinnati, OH 45231– Parcel ID 510-0043-0038-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2520 Springdale Rd. Cincinnati, OH 45231– Parcel ID 510-0043-0038-00**

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

1. The Board declares the junk motor vehicle located at **2520 Springdale Rd. Cincinnati, OH 45231– Parcel ID 510-0043-0038-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) M659076, 1986, Red, CHEVY, CAMARO

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 3130 Springdale Rd.

Recommend ADOPTION of the Resolution.

Rationale:

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

3130 Springdale Rd. Cincinnati, OH 45251

1. **(OH) P879454, 1999, WHITE, INTERNATIONAL, 4700**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 3130 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0022-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3130 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0022-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **3130 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0022-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) P879454, 1999, WHITE, INTERNATIONAL, 4700

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 3280 W. Galbraith Rd.

Recommend ADOPTION of the Resolution.

Rationale:

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

3280 West Galbraith Rd. Cincinnati, OH 45239

1. **(OH) HCP8746, 2006, WHITE, FORD, F150**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 3280 West Galbraith Rd.
Cincinnati, OH 45239– Parcel ID 510-0090-0049-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3280 West Galbraith Rd. Cincinnati, OH 45239– Parcel ID 510-0090-0049-00**

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

1. The Board declares the junk motor vehicle located at **3280 West Galbraith Rd. Cincinnati, OH 45239– Parcel ID 510-0090-0049-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) HCP8746, 2006, WHITE, FORD, F150

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 4671 Dry Ridge Rd.

Recommend ADOPTION of the Resolution.

Rationale:

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

4671 Dry Ridge Rd. Cincinnati, OH 45252

1. **(OH) SLOW BO1, 1995, WHITE, MAZDA, MIATA**
2. **(CA) 4EJ7707, 2003, CARGO CHUTTLE, ENCLOSED TRAILER**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 4671 Dry Ridge Rd. Cincinnati, OH 45252– Parcel ID 510-0183-0001-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **4671 Dry Ridge Rd. Cincinnati, OH 45252– Parcel ID 510-0183-0001-00**

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

1. The Board declares the junk motor vehicle located at **4671 Dry Ridge Rd. Cincinnati, OH 45252– Parcel ID 510-0183-0001-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OH) SLOW BO1, 1995, WHITE, MAZDA, MIATA**
 - B. **(CA) 4EJ7707, 2003, CARGO CHUTTLE, ENCLOSED TRAILER**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 7238 Boleyn Dr.

Recommend ADOPTION of the Resolution.

Rationale:

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

7238 Boleyn Dr. Cincinnati, OH 45239

1. **(OH) N/A, 2006, BLACK, KIA, SPECTRA**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 7238 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0488-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **7238 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0488-00**

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

1. The Board declares the junk motor vehicle located at **7238 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0488-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) N/A, 2006, BLACK, KIA, SPECTRA

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 7256 Boleyn Dr.

Recommend ADOPTION of the Resolution.

Rationale:

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

7256 Boleyn Dr. Cincinnati, OH 45239

1. **(OH) FXD8494, 2005, GOLD, GMC, YUKON**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 7256 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0490-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **7256 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0490-00**

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

1. The Board declares the junk motor vehicle located at **7256 Boleyn Dr. Cincinnati, OH 45239– Parcel ID 510-0083-0490-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) FXD8494, 2005, GOLD, GMC, YUKON

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 7264 Boleyn Dr.

Recommend ADOPTION of the Resolution.

Rationale:

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

7264 Boleyn Dr. Cincinnati, OH 45247

(OH) N062569, 2003, SILVER, HONDA, ODYSSEY

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 7264 Boleyn Dr. Cincinnati, OH 45247– Parcel ID 510-0083-0491-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **7264 Boleyn Dr. Cincinnati, OH 45247– Parcel ID 510-0083-0491-00**

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

1. The Board declares the junk motor vehicle located at **7264 Boleyn Dr. Cincinnati, OH 45247– Parcel ID 510-0083-0491-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) N062569, 2003, SILVER, HONDA, ODYSSEY**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

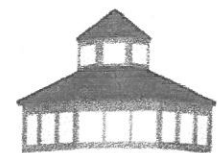
Department
Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Club Trio Lounge
Recommend ADOPTION of the Resolution.

Rationale:

This is the first request for a permit in 2023 for this business. The request for the permit is from May 1, 2023 through October 31, 2023, and to also included March 11th and March 17th.



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Cathy Ulrich Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: Club Trio Lounge (Scott Doran)
Address where event will be held: 5744 Springdale R
Type of event: Blanket outside noise permit
Date and Time of Event: May 1 2023 Through October 31, March 11, 17
Contact number for permit holder: 503-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By: Denney

Number of issued permits in calendar year: Residential _____ Business _____ To

be placed on Trustee agenda for meeting: / / / (date of meeting) Permit

approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Renew the Personal Services Agreement with James Love
Recommend ADOPTION of the Motion.

Rationale:

Pastor Jim Love has served as the Police Department's Public Information Officer (PIO) since 2014. This renewal is a one-year agreement. The rate of compensation is \$1,200.00 per month for the length of the agreement.

Pastor Love's role as the Police Department PIO allows the department to have a point of contact for all media inquiries 24 hours a day. This role of PIO is one that handles the immediate need for information as soon as an incident occurs. The PIO needs to be available all hours of the day and all days of the week.

For the past 9 years, Pastor Love has been that person while attending countless community events, such as Public Safety Day, Open House, Coffee with the Chiefs, neighborhood meetings, just to name a few.

PERSONAL SERVICES AGREEMENT COLERAIN TOWNSHIP CONSULTANT

This agreement is made and entered into this 14th day of February, 2023, by and between **Colerain Township, Hamilton County, Ohio**, 4200 Springdale Road Colerain Township, OH 45251, and James Love, hereinafter referred to as (“Contractor”).

TERM

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from February 15, 2023 to February 16, 2024.

SERVICES

2.01 The Contractor shall serve as a consultant to Colerain Township with respect to serving as the Public Information Officer (PIO) for the Police Department. In this role as PIO, the Contractor is responsible for the accurate dissemination of news from the Colerain Township Police Department to the media and the public.

2.02 The Contractor as the PIO, shall serve as an incident’s immediate point of contact for all news inquiries. This communication would be facilitated either in person, over the phone, or through a communication application.

COMPENSATION

3.01. The Contractor shall receive compensation of \$1200.00 per month, for the performance of his duties as PIO.

3.02 Contractor shall furnish the Township with a W-9, completed with relevant and correct taxpayer identification information to facilitate payment.

3.03 Contractor hereby acknowledges that he is considered to be an independent contractor and shall receive no benefits generally afforded to Colerain Township employees. In addition, Contractor is solely liable for the payment of all Federal, State and Local income taxes or other taxes arising out of this Contract.

3.04 Contractor acknowledges and agrees to abide by all Federal, State, and/or local criminal or civil laws, statutes, or requirements throughout the duration of this agreement, and failure to do so may result in immediate termination of the agreement, and the pursuit of any other remedy available, whether in law or in equity, by the Township.

3.05 Contractor agrees to indemnify and hold the Township harmless as a result of any claims arising from or related to his/her performance of any duties related to this agreement.

-1-

TERMINATION

4.01 This agreement may be terminated by either party, with or without cause, at any time, without prior notice. In the event of termination, the terminating party shall notify the other, in writing, of intent to cancel said agreement, with said cancellation effective immediately upon issuance of the same.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth herein upon the date as indicated.

**COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO**

By: _____
Contractor

Date: _____

By: _____
Township Administrator

Date: _____

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Approve the Colerain Township Police Law Enforcement Recruitment Initiative
Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Police Law Enforcement Recruitment Initiative was first established in 2015, and provided a scholarship program to attract qualified applicants. Since 2015, we have attracted and sponsored three candidates by paying for their training at Peace Officer Basic Training Academy through Ohio Peace Officer Training Academy (OPOTA).

As stated, in 2015, this program was first established. As we continue to grow, and face the overwhelming challenge of recruiting, it was decided to finalize the initiative and put it into an established program. The world of law enforcement is ever changing and facing new obstacles to recruiting every year. This program will allow Colerain Police Department to recruit the most qualified person for the job, not the most qualified person that has an OPOTA certificate. Attached is the established program.



POLICE DEPARTMENT



Edwin C. Cordie, III
Chief of Police

Lt. Dean A. Doerflein
Patrol Division

Colerain Township Police Law Enforcement Recruitment Initiative

OVERVIEW:

The Law Enforcement Recruitment Initiative is a program designed to help Colerain Township Police Department recruit officers to diversify the department to reflect the demographics of the community. This initiative has been designed as a result of a recommendation of Task Force on 21st Century Policing's final report. In this report, it states "...diversity means not only race and gender but also the genuine diversity of identity, experience, and background that has been found to help improve the culture of police departments and build greater trust and legitimacy with all segments of the population."¹

This initiative will help our department improve our culture and build greater trust and legitimacy through recruitment. An eligible applicant, in exchange for a commitment of service, will have their Peace Officer Basic Training Academy course paid for and will be compensated at Police Cadet wages during their training.

ELIGIBILITY:

1. Candidates must be a citizen of the United States with a valid driver's license, be 21 years of age, have a High School diploma or equivalent and have not completed a Peace Officer Basic Training Academy through Ohio Peace Officer Training Academy (OPOTA).
2. Must submit a letter to the Chief of Police explaining in their own words, how they will help diversify the police department through their identity, experience, and background.
3. Complete the established Colerain Police Officer hiring process, including a background investigation.
4. Pass physical fitness benchmarks approved through Ohio Peace Officer Training Commission (OPOTC).
5. Commit to the conditional offer of employment which will require a 5-year commitment to department and hold a penalty of \$15,000 if the prospective officer voluntarily ends their employment with Colerain Township before the end of the 5-year commitment.

CONTACT

If you have questions about this program, feel free to contact Lt. Dean Doerflein at (513) 923-5019 or email at ddoerflein@colerain.org.

¹ [Final Report of the President's Task Force on 21st Century Policing \(usdoj.gov\)](#), 17

APPLICATION PROCESS:

1. Complete online application for Police Officer [Recruiting \(infinityhr.com\)](http://infinityhr.com).
2. Complete written exam through National Testing Network (NTN) [LAW ENFORCEMENT Jobs | Find Public Safety Jobs | National Testing Network](#).
3. Colerain Township Police hiring process to include but not limited to: oral interview, background investigation, psychological test, medical examination. Applicants must pass physical fitness benchmarks approved through Ohio Peace Officer Training Commission (OPOTC).

During step, the applicant is required to submit a letter to the Chief of Police explaining in their own words, how they will help diversify the police department through their identity, experience, and background.

4. If selected, and approved for the program by Colerain Township Board of Trustees, the applicant will be enrolled in an upcoming full-time Peace Officer Basic Training Academy. During this training at the academy, they will be compensated at the Police Cadet rate. The applicant, would not be eligible for overtime as Police Cadet is considered a part-time position. Once completion of their OPOTA course, physical fitness test, and state test, the applicant position will transition from Police Cadet to Police Officer.

EMERGENCY HIRING CLAUSE

If Colerain Police department at any time, falls to 10% below their full compliment of officers, the Chief of Police is authorized to extend this program to any and all qualified applicants that have not completed a Peace Officer Basic Training Academy through Ohio Peace Officer Training Academy (OPOTA).

If this clause becomes enacted, a memo documenting this event will be sent to the Township Administrator.



COLERAIN POLICE DEPARTMENT
Edwin C. Cordie III, Chief of Police



COMMISSION ON ACCREDITATION
FOR LAW ENFORCEMENT

CONDITIONAL OFFER OF EMPLOYMENT

The undersigned individual agrees to accept this conditional offer of employment with the Colerain Police Department and understands that final approval and retention of the position is contingent on the following conditions:

- 1) The undersigned prospective officer will be considered a Police Cadet and must successfully complete an oral interview, background investigation, psychological evaluation and medical examination. The undersigned prospective cadet must also pass physical fitness benchmarks approved through Ohio Peace Officer Training Commission (OPOTC).
- 2) The undersigned prospective officer will be enrolled in an upcoming full-time Peace Officer Basic Training Academy. The undersigned prospective cadet must successfully complete all aspects of a State of Ohio Peace Officer Certification Examination, and successfully attain Ohio Peace Officer Training Academy certification. Upon obtaining their OPOTA certificate, the Police Cadet will be reclassified as a Police Officer.
- 3) The undersigned prospective officer must attain approval of the Colerain Township Board of Trustees.
- 4) The undersigned prospective officer must complete a training period with a Field Training Officer.
- 5) The undersigned prospective officer is considered an "at-will" employee and may be removed from the position for any reason or for no reason. Upon reclassification to Police Officer, for a probationary period of one year, an "at-will" employee, is not a member of the Police Officer "Collective Bargaining Unit" and may be removed from the position for any reason or for no reason. The prospective officer becomes a member of the bargaining unit after successful completion of the probationary period. That probationary period commences when the Board of Trustees approves the appointment.
- 6) Should the undersigned prospective officer fail to obtain their Ohio Peace Officer Training Academy certification, or should the undersigned prospective officer voluntarily end their employment with Colerain Township within 66 months of their effective hiring date, the prospective officer will make a payment of \$15,000 to the Police Department as a means to offset the cost associated with the hiring process, Peace Officer Basic Training Academy, and purchase of equipment. Any amounts which may be due to Colerain Township, as a result of any failure on the prospective officer's part to meet the terms of this agreement, may be withheld from any monies owed to me by Colerain Township or may be recovered by such other methods as approved by law.
- 7) The undersigned prospective officer shall agree to support the Department's "Mission and Value" statement and "Code of Ethics," Rules and Regulations and Police Department Policy and Procedures and is accountable to all.

8) I understand that this agreement does not commit Colerain Township to continue my employment.

I accept the Conditional Offer of Employment based on the above outlined conditions:

Signed: _____

Printed Name: _____ Date: _____

Chief of Police: _____ Date: _____



How To Become a **PEACE OFFICER** in Ohio



To become a peace officer in Ohio, applicants must complete a Peace Officer Basic Training Academy that is approved by the Ohio Peace Officer Training Commission (OPOTC).

A list of such academies in Ohio, arranged by county, can be found online at www.OhioAttorneyGeneral.gov/PeaceOfficerBasicTrainingSchools.

Closed and open enrollment academies

Some basic academies are “closed,” requiring recruits to be appointed by a law enforcement agency. Larger agencies usually train under this model, with cadets becoming peace officers for that department upon gaining certification. Prospective students should talk to a specific agency to find out more about its application process. Some of these academies charge no fees, and some departments even pay cadet salaries during the training.

Other academies have “open enrollment,” meaning that anyone who meets the qualifications can join the academy before having a job. These academies set their own fees. Some accept the GI Bill. Also, academies run by a college or university may offer grants, scholarships or other financial aid. Prospective students should talk to a specific academy about the training and potential financial aid.

Academy requirements

Applicants must pass a criminal background check, physical fitness test and drug screening to qualify for an academy. To become eligible to be certified, applicants must pass the physical fitness requirements, skill assessments and a written examination. The curriculum requires a minimum of 737 hours of training, although local academies may mandate additional hours. Some academies run on a weekday schedule, some offer evening and/or weekend training, and some are college-based and on a semester calendar.

Relocation considerations

An officer moving to Ohio from another state who has local, state or federal law enforcement experience or military police experience may be eligible to receive credit for prior training that is equivalent to what is offered in Ohio’s basic training course. To participate in the prior equivalent program, applicants must:

1. Be appointed by an Ohio law enforcement agency. (Full-time appointment status is not required.)
2. Have the agency submit a Request for Prior Equivalent Training Analysis and a copy of the officer’s transcripts from previous training.
3. Await the commission staff’s review of the documentation. Applicants will receive a letter detailing the amount of credit awarded and the training still needed.
4. Enroll in a basic training school and complete the required training.
5. Pass the entire state certification exam.



DAVE YOST
OHIO ATTORNEY GENERAL

For more information or assistance, visit
www.OhioAttorneyGeneral.gov or call 740-845-2700.

Physical fitness benchmarks required at the start and the end of peace officer basic training:

* Modified form per OPOTC

MALES (≤29)		
EXERCISE	START	END
Situps (1 min.)	32	40
Pushups (1 min.)	19	33
1.5-mile run	14:34	11:58

MALES (30-39)		
EXERCISE	START	END
Situps (1 min.)	28	36
Pushups (1 min.)	15	27
1.5-mile run	15:13	12:25

MALES (40-49)		
EXERCISE	START	END
Situps (1 min.)	22	31
Pushups (1 min.)	10	21
1.5-mile run	15:58	13:11

MALES (50-59)		
EXERCISE	START	END
Situps (1 min.)	17	26
Pushups (1 min.)	7	15
1.5-mile run	17:38	14:16

MALES (60+)		
EXERCISE	START	END
Situps (1 min.)	13	20
Pushups (1 min.)	5	15
1.5-mile run	20:12	15:56

FEMALES (≤29)		
EXERCISE	START	END
Situps (1 min.)	23	35
Pushups (1 min.)	9	18
1.5-mile run	17:49	14:07

FEMALES (30-39)		
EXERCISE	START	END
Situps (1 min.)	18	27
Pushups (1 min.)	7	14
1.5-mile run	18:37	14:34

FEMALES (40-49)		
EXERCISE	START	END
Situps (1 min.)	13	22
Pushups (1 min.)	5	11
1.5-mile run	19:32	15:24

FEMALES (50-59)		
EXERCISE	START	END
Situps (1 min.)	7	17
Pushups (1 min.)	4*	13*
1.5-mile run	21:31	17:13

FEMALES (60+)		
EXERCISE	START	END
Situps (1 min.)	2	8
Pushups (1 min.)	1*	8*
1.5-mile run	23:32	18:52



DAVE YOST
OHIO ATTORNEY GENERAL

For more information, call the Ohio Peace Officer Training Commission at 740-845-2700 and ask to speak with a certification specialist.

PUBLIC SERVICES

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing the Township Administrator to execute a contract with Adleta Construction for the 2023 Road Program

Recommend ADOPTION of the Motion.

Rationale:

The project was prepared for formal competitive bidding on Bid Express from December 21, 2022 through January 13, 2023, with a total of four (4) bids received. Staff recommends that the contract be awarded to Adleta Construction, which was the lowest bidder in the amount of \$3,234,158.96 with a bid alternate in the amount of \$23,400.00 (also the lowest). Bid tabulations are summarized on the attached sheet.

This project has been identified in the 2023 Capital Schedule.

CONTRACT 23-1 ROAD IMPROVEMENTS

AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER

The purpose of this form is to assure the Colerain Township Board of Trustees that the person signing the Proposal is legally competent to enter into the proposed Contract. Each bidder must complete Affidavits 1, 2, 3, 4 and 5 below, and have the completed forms notarized.

Affidavit #1

Sole owners or proprietors will complete Section A.
Partnerships will complete Section B.
Corporations will complete Section C.

Section A (For sole owners or proprietors)

I, _____ hereby certify that I
(Print your full name)

am the sole owner or proprietor of _____
(Print name of company)

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

Signature _____

Section B (For partnerships)

In accord with Section 1775.08 of the Ohio Revised Code, I,

(Print your full name)

hereby certify that I am a partner in _____
(Print name of company)

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

and that I am authorized by my partner(s) to make this Proposal and to sign a Contract if we are awarded the bid.

Signature _____

Approved by _____
(Signature of one other partner)

CONTRACT 23-1 ROAD IMPROVEMENTS

Section C (For corporations)

In accord with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code,

I, _____ hereby certify that I
am _____
(Print your full name)

_____ of the Colerain Township
(Print title of position) (Print name of corporation)

which company is incorporated in the State of Ohio and is

(registered) (not registered) to do business in Ohio. The home address of the corporation is

4200 Springdale Road

(Print street name and number)

Colerain Township, OH 45251 513-385-7500, and the local

(Print city, state and zip code) (Telephone)

address, in or near Hamilton County, is 4160 Springdale Road

(Print street name and number)

Colerain Township, OH 45251 513-385-7502

(Print city, state and zip code) (Telephone)

I am authorized to submit this Proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on _____
(Date)

Approved by _____
(Print name of officer)

(Print name of office)

Signature _____

CONTRACT 23-1 ROAD IMPROVEMENTS

Affidavit #2

In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code, I hereby certify that no elected or appointed official of Colerain Township, Hamilton County, Ohio, or any of its political subdivisions, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature _____

Affidavit #3

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Colerain Township, Hamilton County, Ohio, or its political subdivisions. I further certify that the subcontractors and/or material suppliers with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Colerain Township or its political subdivisions.

Signature _____

Affidavit #4

In accord with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, religion, origin, creed, color, sex or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature _____

Affidavit #5

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company or corporation I represent is not delinquent in payment of personal property taxes to the State of Ohio, or any subdivision thereof.

Signature _____

CONTRACT 23-1 ROAD IMPROVEMENTS

To be completed by Notary Public:

On this day, there appeared before me _____ saying
(Print full name)

that (they) (they) is _____ of Colerain Township
(Print title) (Print name of company or corporation)

and that (they) (they) understands all of the implications of the statements in Affidavits #1, #2, #3, #4 and #5 above, and has signed each in good faith.

Signature of Notary Public _____

Date _____

My Commission Expires _____

PART III Section B. (1) BID GUARANTEE AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio, hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on

_____ to undertake the project known as: **Contract 23-1 Colerain Township Road Improvements 2022**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Colerain Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the

same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

SAID SURETY hereby certifies that the Surety is authorized to execute bonds in the State of Ohio and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.121.

SAID SURETY also hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY COMPANY ADDRESS:

SURETY: _____

BY: _____
Attorney-in-
Fact

Street

Zip

City

State

COLERAIN TOWNSHIP BOARD OF TRUSTEES,
HAMILTON COUNTY, OHIO

SURETY AGENT'S ADDRESS:

President

Agency Name

Trustee

Street

Trustee

City

State

Zip

PART III Section B. (2) CONTRACT 23-1 ROAD IMPROVEMENTS

CASH BOND

IN LIEU OF THE BID GUARANTEE BOND OF SECTION B.(1), THE BIDDER HEREBY SUBMITS THE CASH EQUIVALENT IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID PRICE AS A:

CASHIER'S CHECK

(Circle one) CERTIFIED CHECK for _____ Dollars

LETTER OF CREDIT
(Sec. 1305 O.R.C.)

drawn on _____ Bank
(name of bank)

of _____
(location of bank)

The deposit is made under terms of Section 153.54 of the Ohio Revised Code, with the understanding that if the Bidder is selected by the Township as being the lowest and best Bidder for the project, the Bidder shall enter into a Contract with the Township within thirty (30) days of date of notification, and the Cash Equivalent named above shall be returned to the Bidder. If the Bidder fails to enter into said Contract, the Township shall cash the deposit and use it to cover the costs of reopening the bidding process.

Name of Bidder _____

Authorized Representative of Bidder _____

Date _____

CONTRACT 23-1 ROAD IMPROVEMENTS

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

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

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

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

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately **\$ 3,234,158.96**

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

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY,
OHIO

Contractor _____

Administrator: Jeff Weckback

Signature _____

Signature: _____

PART IV Section A CONTRACT 23-1 ROAD IMPROVEMENTS

CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

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

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

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

Attorney, Colerain Township
Hamilton County, OH

PART IV CONTRACT 23-1 ROAD IMPROVEMENTS

Section B.

CONTRACT BOND

If the Bidder used the Bid Guarantee Bond provided for in Section 153.571 of the O.R.C., (see Part III, Section B (1) of this document) that Bond becomes the Contract Bond. If the Bidder submitted a cash equivalent Bid Guarantee (Part III, Section B (2)), a form equivalent to that shown in Part III, Section B (1), must be completed as the Contract Bond and attached hereto.

Section C.

INSURANCE CERTIFICATES

At the time of signing this Contract, the Contractor shall fasten the certificates required in Part II, Section D - 10 to this sheet.

(The Contractor is reminded that copies of the **ENTIRE** Insurance Policies are required elsewhere in this document.)

PART IV, Section D (1) CONTRACT 23-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT

Agreement made on _____, between the Board of Trustees, Colerain Township, Hamilton County, Ohio, hereinafter called Township, and _____, hereinafter called Escrow Agent.

WHEREAS, the Township and _____, hereinafter called Contractor, have entered into a contract identified as _____; and

WHEREAS, Section 153.12, et. seq., Ohio Revised Code, requires the Township to retain certain funds due the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the Township in an Escrow Account;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Township and Contractor agree to employ _____, to act as Escrow Agent in connection with funds retained by the Township pursuant to the provisions of the contract identified as _____.
2. The Escrow Account shall be opened prior to or at the time that the project is fifty percent (50%) complete. The Escrow Agent shall deposit such funds with the _____(bank) in an interest bearing account.
3. The Escrow Agent shall hold the escrowed principle or income until receipt of an arbitration order specifying the amount of escrowed principle to be released and the person to whom it is to be released. Upon receipt of the notice or order, the Agent shall promptly pay such amount of principle and the escrowed income.
4. The Escrow Agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The Escrow Agent shall be paid nothing for its services.

IN WITNESS WHEREOF, the parties have executed the Agreement at account.

CONTRACT 23-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT(CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____ on the _____ day of _____, 20_____.

COLERAIN TOWNSHIP BOARD OF TRUSTEES
OF HAMILTON COUNTY, OHIO

Witness

Township Administrator

Witness

Witness

Witness

Contractor

_____ hereby accepts employment as Escrow Agent and hereby agrees
to meet the obligations and perform the duties of Escrow Agent as set forth in the foregoing Agreement.

Date

Escrow Agent

PART IV, Section D (2) CONTRACT 23-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT WAIVER

DUE TO THE SHORT TIME LIMIT FOR THE COMPLETION OF _____ PROJECT IN _____, SPECIFICATION NO. ____, IT IS HEREBY AGREED UPON BETWEEN THE COLERAIN TOWNSHIP BOARD OF TRUSTEES AND _____, CONTRACTOR FOR SAME, THAT THE ESCROW AMOUNT PROVIDED FOR IN SECTION 153.12 AND 153.13 ET.SEQ., OHIO REVISED CODE, IS HEREBY WAIVED. IT IS UNDERSTOOD THAT IN SIGNING THIS WAIVER THAT NO INTEREST WILL BE EARNED ON RETAINAGE FOR SUBJECT PROJECT.

TOWNSHIP REPRESENTATIVE DATE

CONTRACTOR _____ DATE _____

NOTE:

IF ESCROW WAIVER IS NOT SIGNED, ESCROW AGREEMENT FORM (PART IV, SECTION D (1)) MUST BE COMPLETED.



**Ohio Department of Public Safety
Division of Homeland Security**
<http://www.homelandsecurity.ohio.gov>

PUBLIC EMPLOYMENT
In accordance with section 2909.34 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A
TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

Signature

Date

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

Corporation or Business Trust (R.C. 3517.13(J)(3))

PO# _____/Quote# _____

STATE OF OHIO COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

- 1) I am _____ {Name} and I am employed as _____ {Title} for _____. {Name of Corporation/Business Trust}
- 2) In my position as _____ {Title}, I have the authority to make the certifications contained herein on behalf of _____ {Name of Corporation/Business Trust}.
- 3) On behalf of _____ {Name of Corporation/Business Trust}, I do hereby certify that all of the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than 20 percent of the corporation or business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
- 4) I further certify that if _____ {Name of Corporation/Business Trust} is awarded a contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:
 - (f) An owner of more than twenty per cent of the corporation or business trust;
 - (g) A spouse of an owner of more than twenty per cent of the corporation or business trust;
 - (h) A child seven years of age through seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (i) Any political action committee affiliated with the corporation or business trust;
 - (j) Any combination of persons identified in (a) through (d) of this section.
- 5) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ {Name of Corporation/Business Trust} to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this _____ day of _____, 20__.

Notary Public - State of _____ Commission Expires: _____

**NOTICE OF COMMENCEMENT
PUBLIC IMPROVEMENT SECTION 1311.252 ORC**

The undersigned, Jeff Weckbach, Administrator, Colerain Township, first being sworn, gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is the 23-1 Road Improvements
2. The public improvement is located in Colerain Township, Hamilton County, Ohio.
3. The project number for the public improvement is #23-1
4. The name and address of this public authority is as follows.

Colerain Township Administration
4200 Springdale Road
Colerain Township, Ohio 45251

5. The name and address of all principal Contractors working on the public improvement, the trade of each principal Contractor, and the name and address of the surety for each principal Contractor are as follows.

Tim Adleta
Adleta Construction
389 S Wayne Ave
Cincinnati, Oh 45215

Trade: Heavy Highway

Surety
USI Insurance Services
312 Elm Street, Suite 2400
Cincinnati, Oh 45202

6. Date of Notice of Commencement: March 24th, 2024
7. The name and address of the representative of the public authority for the purposes of serving the lien affidavit are as follows.

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

(Signature of Affiant)

County of Hamilton
State of Ohio

Sworn to before me, a Notary Public, this _____ day of _____, 2023
by _____, _____, of _____, on
behalf of the public authority.

Notary Public



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Colerain Township

Exact location of job/project Road Contract 23-1

Name of job/project as it appears on contract documentation 23-1 Road Improvements

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

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

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

Prime Contractor

Name Adleta Construction

Signed by _____

Title _____

Street address 389 S Wayne Ave

City, state, ZIP code Cincinnati, Ohio 45215

Date _____

Subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Owner/Contractee

Name Colerain Township

Signed by _____

Title Administrator

Street address 4200 Springdale Rd

City, state, ZIP code Cincinnati, Ohio 45251

Date _____

Political Subdivision

Name Colerain Township

Signed by _____

Title Administrator

Street address 4200 Springdale rd

City, state, ZIP code Cincinnati, Oh ,45251

Date _____

Submitted Bids						
Business	Opened at	Status	Bid Alternate Total	Bid Total	Submitted at	Signed by
Adleta Construction	2023-01-13 15:00:28 UTC	Responsive	\$23,400.00	\$3,234,158.96	2023-01-13 14:19:04 UTC	Greg Gutzwiller
R.A. Miller Construction Co.	2023-01-13 15:00:27 UTC	Responsive	\$56,250.00	\$3,327,990.92	2023-01-13 14:30:30 UTC	Mark Miller
John R. Jurgensen Co.	2023-01-13 15:00:30 UTC	Responsive	\$45,000.00	\$3,633,859.87	2023-01-13 13:37:17 UTC	Peter W Flora
Prus Construction Co.	2023-01-13 15:00:29 UTC	Responsive	\$58,500.00	\$3,690,787.82	2023-01-13 13:09:24 UTC	Michael Prus

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Motion to increase the capital budget for the Colerain Park Playground Phase III project to \$480,878.75
Recommend ADOPTION of the Motion.

Rationale:

Public bidding for the Colerain Park Playground Phase III was conducted from January 12 through February 3, 2023. Four (4) bid packages were submitted, which ranged in price from \$480,878.75 to \$645,485.00. Staff has formally reviewed the bids and supporting documents and is recommending the lowest bidder for the project, however, the estimate is \$80,878.75 over the budgeted amount of \$400,000, of which, \$392,000 is funded by a State Capital grant. In order to complete the project in a timely manner, to take advantage of the current pricing, and to meet the State Capital Grant deadline, it is recommended that the capital budget is increased to, but not to exceed, the bid amount of \$480,878.75.

Description	OPC	Logan Creek	K&R Landscape	Greenhaus	PRUS
Site Preparation, Earthwork & Drainage					
Site Demo	\$ 1,820.00	\$ -	\$ 14,750.00	\$ 7,900.00	\$ 17,000.00
Erosion Control	\$ 4,940.00	\$ 1,150.00	\$ 3,538.00	\$ 3,100.00	\$ 12,000.00
Coarse and Fine Grading	\$ 16,957.00	\$ 14,400.00	\$ 23,625.00	\$ 17,800.00	\$ 35,000.00
Drainage (Allowance)	\$ 18,170.00	\$ 16,135.00	\$ 9,667.00	\$ 38,700.00	\$ 50,000.00
Site Preparation Subtotal	\$ 41,887.00	\$ 31,685.00	\$ 51,580.00	\$ 67,500.00	\$ 114,000.00
Hardscape					
Concrete Walk (5" thick)	\$ 13,480.00	\$ 28,160.00	\$ 31,918.25	\$ 25,200.00	\$ 25,800.00
Flush curb at playground edge	\$ 8,384.00	\$ 7,980.00	\$ 21,993.75	\$ 6,502.00	\$ 13,800.00
Concrete seating plinths with wood decking	\$ 11,600.00	\$ 20,800.00	\$ 23,915.05	\$ 20,100.00	\$ 34,000.00
Hardscape Subtotal	\$ 33,464.00	\$ 56,940.00	\$ 77,827.05	\$ 51,802.00	\$ 73,600.00
Playground					
Composite Play Feature	\$ 70,920.00	\$ 81,661.50	\$ 57,401.30	\$ 71,010.00	\$ 78,000.00
Tot swing	\$ 6,635.00	\$ 7,630.25	\$ 7,497.55	\$ 6,635.00	\$ 7,300.00
Log tunnel	\$ 23,865.00	\$ 27,444.75	\$ 31,165.88	\$ 23,865.00	\$ 26,250.00
GFRC Canoe	\$ 20,265.00	\$ 23,304.75	\$ 27,097.88	\$ 20,265.00	\$ 22,300.00
Seek and Find Panel	\$ 3,375.00	\$ 3,881.25	\$ 8,012.18	\$ 3,375.00	\$ 3,750.00
Reach Activity Wall 1	\$ 4,045.00	\$ 4,548.25	\$ 8,667.58	\$ 3,955.00	\$ 4,350.00
Reach Activity Wall 2	\$ 3,080.00	\$ 3,542.00	\$ 7,678.83	\$ 3,080.00	\$ 3,400.00
Spring Action freestanding (Double Bobble)	\$ 2,520.00	\$ 2,898.00	\$ 7,046.03	\$ 2,520.00	\$ 2,800.00
Spinner freestanding (Chill Spinner)	\$ 2,495.00	\$ 2,869.25	\$ 7,017.78	\$ 2,495.00	\$ 2,750.00
Musical Instrument Grouping 1 (Rhapsody)	\$ 14,480.00	\$ 16,652.00	\$ 25,934.55	\$ 14,480.00	\$ 16,000.00
Musical Instrument Grouping 2 (Vibra Chimes)	\$ 6,345.00	\$ 7,296.75	\$ 28,162.00	\$ 6,345.00	\$ 7,000.00
Playground/Structure (foundations/install/freight)	\$ 40,000.00	\$ 58,807.00	\$ 45,680.00	\$ 45,680.00	\$ 50,250.00
Mound - concrete base	\$ 2,374.00	\$ 3,200.00	\$ 13,440.05	\$ -	\$ 12,000.00
Synthetic Turf Safety Surfacing (mound incl)	\$ 69,228.00	\$ 107,880.00	\$ 120,845.20	\$ 107,727.00	\$ 92,400.00
Playground Subtotal	\$ 269,627.00	\$ 351,615.75	\$ 395,646.81	\$ 311,432.00	\$ 328,550.00
Site Furnishings					
Benches	\$ 4,800.00	\$ 3,588.00	\$ 3,525.60	\$ 3,120.00	\$ 3,600.00
Site Furnishings Subtotal	\$ 4,800.00	\$ 3,588.00	\$ 3,525.60	\$ 3,120.00	\$ 3,600.00
Landscape					
Trees-Deciduous (2.5" - 3")	\$ 3,500.00	\$ 3,000.00	\$ 10,856.25	\$ 12,540.00	\$ 9,350.00
Trees-Flowering	\$ 5,200.00	\$ 7,200.00	\$ -	\$ -	\$ 4,650.00
Trees-Evergreen	\$ 1,200.00	\$ 3,600.00	\$ 1,890.00	\$ 1,707.00	\$ 3,600.00
Shrubs #1 Cont.	\$ 1,485.00	\$ 1,650.00	\$ 1,031.25	\$ 7,550.00	\$ -
Shrubs #3 Cont.	\$ 1,155.00	\$ 1,365.00	\$ 1,233.75	\$ 1,426.00	\$ 2,205.00
Perennials	\$ 7,056.00	\$ 8,245.00	\$ 7,791.60	\$ 1,261.00	\$ 9,064.00
Turf Seed	\$ 7,403.00	\$ 2,400.00	\$ 1,040.00	\$ 4,682.00	\$ 6,186.00
Topsoil - 12" depth at plantings & 2" depth at lawn	\$ 7,332.00	\$ 3,000.00	\$ 6,500.00	\$ 14,688.00	\$ 25,520.00
Mulch at planting beds (2" depth)	\$ 483.00	\$ 2,550.00	\$ 1,950.00	\$ 10,840.00	\$ 2,660.00
Landscape Subtotal	\$ 34,814.00	\$ 33,010.00	\$ 32,292.85	\$ 54,694.00	\$ 63,235.00
General Construction Items					
Utilities		\$ -	\$ 8,000.00	\$ -	\$ -
Mobilization/Demobilization		\$ 3,500.00	\$ 10,988.00	\$ 12,100.00	\$ 11,000.00
Light Pole Relocation		\$ 2,600.00	\$ 15,000.00	\$ 15,000.00	\$ -
General Conditions		\$ -	\$ 25,825.00	\$ 88,463.00	\$ 25,000.00
Other - Asphalt Repair		\$ 2,940.00		\$ 10,000.00	\$ 24,000.00
Other - Discount		\$ (5,000.00)			
Other - Misc. Landscaping				\$ 28,413.00	
Other - Riverstone and Boulder					\$ 2,500.00
Other - 10% Contingency	\$ 38,459.00				
GC Subtotal	\$ 38,459.00	\$ 4,040.00	\$ 59,813.00	\$ 153,976.00	\$ 62,500.00
Project Total	\$ 423,051.00	\$ 480,878.75	\$ 620,685.31	\$ 642,524.00	\$ 645,485.00

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Motion authorizing the Township Administrator to execute a contract with Logan Creek, LLC for the Colerain Park Playground - Phase III project

Recommend ADOPTION of the Motion.

Rationale:

The project was prepared for formal competitive bidding from January 12, 2023 through February 3, 2023 with a total of four (4) bids received. Staff recommends that the contract be awarded to Logan Creek, LLC which was the lowest bidder in the amount of \$480,878.75. Bid tabulations are summarized on the attached sheet.

The bid package includes the construction of the final phase of the Megaland reconstruction project that began in 2019. Staff has secured grant funding in the amount of \$400,000 through the State Capital Grant program for this project. The completion of this project will finalize the renovation of a state-of-the-art play feature that will serve the community for decades.

Colerain Township, Ohio Bid Opening - Results

Project(s): Phase III – Colerain Park Playground

Project Estimate: \$384,593.00

Date: February 3, 2023 at 3:00 PM (Colerain Township Trustee Chambers)

Contractor (Address & Phone)	Base Bid	Addendum 1 Received	Bid Bond (10%)	Non- Collusion Affidavit	PP Taxes Affidavit
PRUS Construction 5325 Wooster Pike Cincinnati, OH 45226	\$645,485.00	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No
Greenhaus Construction 4016 Townsfair Way, Suite 201 Columbus, OH 43219	\$642,519.00	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No
Logan Creek, LLC 11404 Bond Road Harrison, OH 45030	\$480,878.75	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No
K & R Lawn and Landscaping 611 Maple Avenue Hamilton, OH 45011	\$620,684.81	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No

****** These bids will be reviewed by the Public Services Department, and a recommendation will be made to Township Trustees. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bid.

AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Subcontractor:
(Name, legal status, address and other information)

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated:

with the Owner:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

The Contractor and the Subcontractor agree as follows.

TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	CLAIMS AND DISPUTES
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PAYMENTS
12	INSURANCE AND BONDS
13	TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS
14	MISCELLANEOUS PROVISIONS
15	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB),

encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or

type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time

by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 6.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Contractor.
- ☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Subcontractor's Work.

☐ By the following date:

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work

Substantial Completion

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be (\$), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item

Price

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract: (Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and

- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such

payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance

Limits

Other Pertinent Requirements

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.4 **Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of

the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)
- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

(Printed name and title)

SUBCONTRACTOR (Signature)

(Printed name and title)

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Accepting 2022 Road Mileage Certification

Recommend ADOPTION of the Motion.

Rationale:

The signed mileage certification form is submitted to ODOT per Ohio Revised Code, Section 4501.04. The form is prepared by the County Engineer and reflects all changes to the total mileage for Colerain Township. At the end of 2021 the total miles certified for the Township is 115.572 miles.

County of Hamilton

ERIC J. BECK P.E. - P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

January 5, 2023

Trustees Chamber in Government Complex
Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

Re: 2022 Township System Mileage Certification

Honorable Board:

Please find attached a PDF copy of the Township Mileage Certification form. This office respectfully requests the necessary action be taken to obtain the required signatures. Please have a signature affixed and return a copy to Michelle McMullen at Hamilton County Engineer's Office, and a copy to Erin Westfall at the Ohio Department of Transportation.

In addition, please submit a summary of the resurfacing accomplished during 2022 within the Township to the Engineer's Office and to ODOT. Thank you for your assistance and if you need further information, please contact Michelle McMullen at 513-946-4299.

Please send responses to:

Michelle.mcmullen@hamilton-co.org

Erin.Westfall@dot.ohio.gov

Respectfully,



ERIC J. BECK, P.E.-P.S.
HAMILTON COUNTY ENGINEER

EJB:mm
CC: Office File
Enclosures



Ohio Department of Transportation

Office of Technical Services

2022 Township Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2023 or county mileage will be certified by default based on the best information available.

The total certified mileage at the end of Calendar Year 2021 for COLERAIN Township
in HAMILTON County was 115.572 miles

**As certified by the Board of Township Trustees or reported by the Director of Transportation.
in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04.**

Consider all mileage changes that occurred in CY 2022 and determine the net increase or decrease in mileage.
Add the net change to the 2021 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2022

the township was responsible for maintaining 115.865 miles of public roads.

Signature of Chairman of Board of Township Trustees

Date

Trustee Signature

Date

Trustee Signature

Date



County Engineer Signature

January 9, 2023

Date

Comments:

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation

Office of Technical Services

Mail Stop #3210

1980 West Broad St. 2nd Floor

Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

Summary of 2022 ODOT Changes
for Roads in HAMILTON County,
Township 02 , COLERAIN

Certified Mileage for 2021 : 115.572 Miles

TWP	02	Route:	T 00508	B	Route Name:	DAYBREAK DR	Change:	0.213
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Reason For Change	TR508B DAYBREAK DRIVE IS NOW MAINTAINED BY COLERAIN TOWNSHIP IN SECTIONS A AND B OF MAGNOLIA WOODS SUBDIVISION FROM DEAD END TO DEAD END.
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TWP	02	Route:	T 00509	B	Route Name:	MERRIL CT	Change:	0.030
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Reason For Change	TR509B MERRIL CT IS NOW MAINTAINED BY COLERAIN TOWNSHIP IN SECTION A OF MAGNOLIA WOODS SUBDIVISION FROM THE JCT WITH TR508B DAYBREAK DR NORTH TO DEAD END.
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TWP	02	Route:	T 00510	B	Route Name:	MOONGLOW CT	Change:	0.050
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Reason For Change	TR510B MOONGLOW CT IS NOW MAINTAINED BY COLERAIN TOWNSHIP IN SECTION B OF MAGNOLIA WOODS SUBDIVISION FROM THE JCT WITH TR508B DAYBREAK DR NORTH TO DEAD END.
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Total Changes: 0.293

Certified Mileage For: 2022 : 115.865 Miles

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion Authorizing Township Administrator to Execute Grant and Loan Agreement with Hamilton County for \$300,000

Recommend ADOPTION of the Motion.

Rationale:

In 2022, the Township applied for \$300,000 from Hamilton County to serve as funding for the Colerain Avenue Sidewalk project from Jonrose to Shadycrest. This request was funded in full. Half of the request is being structured as a 0% loan that is repayable over six years. The Township will have the option of using revenues from the Duke TIF to repay this loan.

**Community Development Block Grant (CDBG) Agreement Between
Hamilton County Board of County Commissioners and
Colerain Township, Ohio**

This Agreement (the "Agreement") is made and executed on this ____ day of _____. 2023, by and between Colerain Township, Ohio (hereinafter referred to as the "Township" or "Borrower") and the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Planning +Development Department (hereinafter referred to as the "Lender" or "County").

WITNESSETH:

WHEREAS, the County has applied for and received federal Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, on July 1, 2022, County issued a Request for Proposals for the Community and Economic Development Assistance Program (CEDAP).

WHEREAS, on August 29, 2022, Township submitted its application for the use of funding for the *Groesbeck Streetscape Project*; and

WHEREAS, the Township's application provides for i) a grant in the amount of One Hundred Fifty Thousand Dollars (\$150,000); and ii) a loan in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for a total of Three Hundred Thousand Dollars (\$300,000) from the CDBG Community and Economic Development Assistance Program (CEDAP) to transform the Colerain Ave. Corridor in the struggling neighborhood of Groesbeck between Jonrose Ave. and Shadycrest Dr. by expanding the sidewalk width, constructing pedestrian scaled lighting, and delineating the public and private realms with masonry knee walls and landscaping (hereinafter "Project"); and

WHEREAS, the County has determined that the Project meets the conditions set forth in the CDBG Guidelines and desires to grant to the Township the amount of One Hundred Fifty Thousand Dollars (\$150,000), and loan to the Township the amount of One Hundred Fifty Thousand Dollars (\$150,000) for a total of Three Hundred Thousand Seven Dollars (\$300,000)

for the provision of the Project on the terms and conditions contained herein.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. Funding Amounts.

a. Grant

The County hereby grants to the Township up to One Hundred Fifty Thousand Dollars (\$150,000) (hereinafter the "Grant") for payment of the costs associated with the completion of the Project, as outlined in the Scope of Work, included with the application the Township submitted to the County, Exhibit A, which is attached hereto and incorporated herein by reference.

b. Loan

The County agrees to loan the Township up to the principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter the "Loan"), for payment of the costs associated with the completion of the Project, as outlined in the Scope of Work, included with the application the Township submitted to the County, Exhibit A.

2. Reserved.

3. Requests for Funds. The Township will submit to the County a written request for funds for the purposes specified herein. With each of these requests Township will provide evidence sufficient for the County to determine the propriety of the proposed use of the funds requested in accordance with the Project Budget and Schedule, as outlined in Exhibit B. Requests for funds shall be in the form of Exhibit C – Certification and Request for Payment, attached hereto and incorporated herein by reference. Unless otherwise agreed to the parties, in writing, requests for funds will be allocated 1/2nd to the Loan and 1/2nd to the Grant. By way of example only, if a request of \$150,000 is made by the Township to the County, \$75,000 will be considered a part of the Loan and \$75,000 will be considered a part of the Grant.

4. Interest Rate and Repayment of the Loan. The Loan shall be evidenced by a promissory note dated as of the date of completion of the Project (hereinafter the “Note”) a copy of the form of Note is attached hereto, and incorporated herein as Exhibit D, bearing interest at the rate of zero percent (0%) per annum. This loan will be repaid in six (6) consecutive yearly installments of principal and interest beginning on December 1, 2025, and continuing until December 1, 2030, with the balance then owing under this Agreement being paid at that time. The Township will pay a late charge of two percent (2%) of the scheduled payment for any payment not made by the 15th day of the month in which it is due. All payment shall be first applied to penalties and thereafter to principal. There is no penalty for prepayment of the loan.
5. Security. The Loan shall be secured by the Note – Exhibit D, executed by the Township on the same date as the Loan Agreement.
6. Representations of the Township. The Township hereby represents and warrants that:
 - a. It has full power and authority to execute, deliver and perform this Agreement and Note and to enter into and carry out the transactions contemplated thereby. Such execution, delivery and performance do not, and will not, violate any provision of law applicable to the Township and will not, conflict with or result in a default under any agreement or instrument to which the Township is a party or by which it or any of its property or assets is or may be bound. All the documents necessary to document this transaction have by proper action, been duly authorized, executed and delivered and all necessary actions have been taken to constitute Agreement and are valid and binding obligations of the Township.
 - b. The provision of the Project will be completed and the Project will be operated and maintained in such a manner as to conform to all applicable zoning, planning, building, environmental and other applicable governmental regulations imposed by the federal, state or local governments.
 - c. There are no actions, suits, or proceedings pending or threatened against or affecting the Township or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Township to perform any of its obligations under this Agreement or adversely affect the financial condition of the Township.

- d. The Township is not in default under any loan or in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event, has occurred which by notice, the passage of time or otherwise would constitute any such event of default.
- e. The site of the Project shall be zoned under a zoning ordinance which permits the provision of the Project thereon in accordance with the plans and specifications and the operation of the Project; and all utilities, including water, storm and sanitary sewer, gas, electric and telephone, and rights of access to public ways shall be available or will be provided to the Project site in sufficient locations and capacities to meet the requirements of operating the Project and of any applicable governmental requirement.
- f. The Township has made no contract or arrangement of any kind that would give rise to a lien or claim of lien on the Project or other collateral covered by this Agreement.
- g. All proceeds of the Grant and Loan shall be used for the payment of costs relating to the provision of the Project. No part of any such proceeds shall be knowingly paid to or retained by the Township or any partner, officer, shareholder, director, or employee of the Township as a fee, kick-back or consideration of any type. The Township has no conflict of interest with the general contractor or any architect, subcontractor, laborer, or materialman performing work or services or supplying materials relating to the provision of the Project.
- h. The Township shall provide an annual financial statement to the County during each year of the term of the Loan. The annual financial statement shall be reviewed using generally accepted accounting principles and include a certificate of the Township's chief executive officer stating that (a) no Event of Default has occurred and is continuing and no event or circumstance which would constitute an Event of Default, but for the requirement that notice be given or time elapse or both, has occurred and is continuing, or, if such an Event of Default or such event or circumstance has occurred and is continuing, a statement as to the nature thereof and the action which the Township proposes to take with respect thereto, and (b) no action, suit or proceeding by the Township or against the Township at law or in equity, or before any governmental instrumentality or agency, is pending or, to the

best of the Township's knowledge; threatened, which, if adversely determined, would materially impair the right or ability of the Township to perform the transactions contemplated by this Agreement, or would materially and adversely affect the Township's business, operations, properties, assets or condition, all as of the date of such certificate, except as disclosed in such certificate.

- i. The Project property has never, and does not currently contain, nor is it contaminated by, any hazardous or toxic waste materials in violation of any applicable environmental laws or regulations, including, but not limited to, Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 et seq. and Chapter 3734 of the Ohio Revised Code; and no "clean-up" of the Project Property has occurred pursuant to any applicable federal or state environmental laws or regulations which would give rise to (i) liability on the part of any person, entity or association to reimburse any governmental authority for the costs of any such "clean-up", (ii) a lien or encumbrance on the Project site, or (iii) impairment of the site for the intended purpose.
 - j. The Township has demonstrated to the satisfaction of the County the suitability of the site to undertake the Project and for Loan to be closed.
 - k. The Project property shall be used for the activities set forth in the Scope of Work and shall not be used for other purposes or activities without the express written approval of the County.
 - l. The Township acknowledges that all applicable HUD regulations (24 C.F.R. § 0.1 et. seq.) and CDBG regulations (24 C.F.R. § 92.1 et. seq.) will be followed. A link to the CDBG regulations can be found at <https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>.
7. Provision of the Project. The Township (a) has provided a marketing plan and management strategy for the Project; (b) has commenced or shall promptly hereafter commence the provision of the Project; (c) has demonstrated the Township's capacity to undertake and oversee the Project, as evidenced by documentation of the applicant's past performance in economic development Projects; (d) shall pay all expenses incurred in such provision from funds made available therefor in accordance with this Agreement or otherwise; and (e) shall demand, sue for, levy and recover all sums of money and debts which may be due and payable under the terms of any contract, order, receipt,

guaranty, warranty, writing or instruction in connection with the provision of the Project and will enforce the terms of any contract, agreement, obligation, bond or other performance security with respect thereto.

8. Prevailing Wage Rates. The Township confirms that all wages paid to laborers and mechanics employed on the Project shall be paid at not less than the federal prevailing rates of wages for laborers and mechanics for the class of work called for by the Project, which wages shall be determined in accordance with the federal requirements, or where applicable, Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.
9. The Township Required to Pay Costs in Event Loan Proceeds are Insufficient. In the event that the Grant and the proceeds of the Loan are not sufficient to pay all costs of the Project, the Township will, nonetheless and irrespective of the cause of such deficiency, complete the Project in accordance with the plans and specifications and pay all costs of such completion with its own funds.
10. Events of Default. Each of the following shall be an "Event of Default":
 - a. The Township shall fail to pay any amount payable pursuant to this Agreement or under the Note on the date on which such payment is due and payable; or
 - b. The Township shall fail to observe and perform any agreement, term or condition contained in this Agreement other than as required pursuant to subsection (a) above, and such failure continues for a period of thirty (30) days after notice of such failure is given to the Township by the County, or for such longer period as the County may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, such failure shall not constitute an Event of Default so long as the Township institutes curative action within the applicable period and diligently pursues such action to completion; or
 - c. Any representation or warranty made by the Township herein or in any other documents or in connection herewith shall prove to have been incorrect in any material respect when made; or
 - d. The Township shall fail to pay any indebtedness of the Township, or any interest or premium thereon, when due and such failure shall continue after the applicable

grace period, if any, specified in the agreement or instrument relating to such indebtedness; or

- e. The Township commences a voluntary case under titles of the United States Code entitled "Bankruptcy" as now or hereafter in effect, (the "Bankruptcy Code"), or any successor thereto or an involuntary case is commenced against the Township under the Bankruptcy Code and relief is ordered against the Township; or the Township is not paying its debts as such debts become due; or
 - f. The Township relocates a plant, facility, or operation from one Labor Market Area to another which results in the relocation of jobs and the significant loss of jobs to the Labor Market Area from which the relocation occurred within three years of the date of assistance.
11. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:
- a. If either the Grant and/or the Loan has not been disbursed, the County may terminate any and all obligations under this Agreement;
 - b. The County may declare all payments under the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;
 - c. The County may exercise any or all or any combination of the remedies existing in law or equity, including repayment of the Grant.
 - d. The County may have access to, inspect, examine, and make copies of the books and records accounts and financial data of the Township; or
 - e. The County may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, or the Note, or to enforce the performance and observance of any other obligation or agreement of the Township.
12. No Remedy Exclusive. No remedy conferred upon or reserved to the County by this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy

given under this Agreement, each other loan document, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this section, it shall not be necessary to give any notice, other than such notice as may be expressly provided for herein or required by law.

13. Uses of Grant and Loan Amounts. It is further agreed that the Grant and Loan by the County hereunder shall be used by the Township as outlined in Exhibit A, Scope of Work.
14. Notification. The Township shall immediately notify the County of any change in its financial position, which would relate to the ability of the Township to fulfill its responsibilities under this Agreement or the Note.
15. Other Agreements. The Township shall not enter into any agreement containing any provision which would be violated hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.
16. Conflict of Interest. The Township agrees to abide by the provisions of 2 CFR 200.318(c) and 24 CFR 570.611, which include (but are not limited to) the following:
 - a. The Township shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of agreements supported by federal funds.
 - b. No employee, officer or agent of the Township shall participate in the selection, or in the award, or administration of, an agreement supported by federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any agreement, or have a financial interest in any agreement, sub agreement, or contract with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for

themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Township, or any designated public agency.

17. Lobbying.

The Township hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress about this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including sub agreements, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and vendors shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. Environmental Review.

- a. No funds will be advanced, and no costs can be incurred, until an environmental review of the proposed Project has been conducted as required under 24 CFR Part 58. The environmental review shall be conducted by County and may result in a decision to proceed with, modify or cancel the Project.
- b. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environment review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58.
- c. Further, the Township will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

19. Lead Based Paint. The Township shall assure compliance with 24 CFR 92.251 as relates to Property Standards, Accessibility Standards, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

20. Civil Rights

a. Compliance.

The Township agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The Township agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. Township further agrees to comply with the non-discrimination provisions in Section 109 of the HCDA, as applicable.

c. Section 504

The Township agrees to comply with all applicable federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

d. Affirmative Action

1. Approved Plan

The Township agrees that it shall be committed to carry out pursuant an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request, County will provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women- and Minority-Owned Businesses (W/MBE)

The Township will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, when possible.

21. Applicable Laws. The Borrower shall at all times comply with and cause the Project to be in compliance with, all federal, state, county and city laws, rules and regulations, and any amendments or notices thereto which may be subsequently enacted, including related regulatory guidance, which are applicable to the Project or applicable to Township as recipient of CDBG funds for the Project. The Township shall independently determine

which of such laws and regulations are applicable to the Project or Township, and is not, and shall not, rely upon the County's, or the County's officers, officials, employees, or agents, in making any such determination. The specific references to particular statutes, regulations, and related regulatory guidance referenced in this Agreement and exhibits mean those which are in effect on the date hereof. Any amendments or notices thereto which may be subsequently enacted shall be applied, as applicable by Township.

22. Use of Funds. The Township shall apply the proceeds of the Loan and Grant to pay the expenses of the activities described in the Scope of Work (Exhibit A) and shall complete the Project no later than 18 months after execution of this Agreement. The Township shall provide all funds in addition to the proceeds of the Grant and Loan which may be necessary or convenient to complete the Project. Future funding may be contingent upon satisfactory compliance with and progress toward completion of this and/or previously funded Hamilton County Planning + Development Department projects.

In accordance with 24 CFR 570.208, federally-assisted projects which are not completed primarily for the benefit of low- and moderate-income residents of the County, as evidenced by the execution of the written agreement, or do not meet the requirements for a national objective, shall be considered terminated resulting in repayment of all CDBG funds advanced hereunder.

23. Miscellaneous.
- a. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of its delivery until (a) the termination of this Agreement pursuant to section 10 hereof or (b) such time as the Loan shall have been fully repaid and all other sums payable by the Township under this Agreement and the other documents have been satisfied.
 - b. Notices. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate address. The Township or the County may, by notice given hereunder, designate any further or different addresses to which subsequent notice, certificates, requests, or other communications shall be sent.
 - c. Extent of Covenants of the County. All covenants, obligations and agreements of the

County contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future County of Development in other than his official capacity.

- d. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County, the Township and their respective successors and assigns.
- e. Amendments and Supplements. This Agreement may not be amended or supplemented except by an instrument in writing executed by the County and the Township.
- f. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- g. Captions. The captions and headings in this Agreement shall be solely for convenience or reference and shall in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
- h. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.
- i. Program Income. All income received from activities and structures funded hereunder shall be considered program income and subject to Section 24 CFR 570.504 of the Community Development Block Grant (hereinafter referred to as "CDBG") regulations.

Program income generated as a result of this Agreement may be retained by the

Township and used to provide additional eligible services as described in Exhibit "A". All provisions of this Agreement will continue to apply to any services provided with this program income funding. Monthly invoices will show program income received as credits for payment for services provided.

Any program income held when this Agreement expires, is terminated, or is received after the Agreement expires and terminated shall be paid to the County as required by 24 CFR 570.503 (b)(8).

- j. Logo and Branding. Township shall provide and erect a sign on the property during any construction or rehab of the Project which credits the County's CDBG Program with financing a portion of the Project. Township shall not use County's logo without prior approval.
- k. Due on Sale. Upon the sale, change in use, or other transfer of the Property (except as otherwise permitted herein), the Loan shall be immediately due and payable.
- l. Limitation on Disbursement. Notwithstanding any other provision contained herein, County shall be under no obligation to disburse to Township more than the amounts detailed in Section 2.
- m. Insurance. Township shall maintain the insurance set forth in Exhibit E, attached hereto and incorporated herein by reference.

DATE:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWNSHIP:

Colerain Township, Ohio

By: _____
Jeff Weckbach
Township Administrator

COUNTY:

Board of County Commissioners, Hamilton County, Ohio

By: _____

Jeffrey W. Aluotto
County Administrator
Hamilton County, Ohio

Exhibit A

Scope of Work

SCOPE

This project will transform the Colerain Ave. Corridor in the struggling neighborhood of Groesbeck between Jonrose Ave. and Shadycrest Dr. by expanding the sidewalk width, constructing pedestrian scaled lighting, delineating the public and private realms with masonry knee walls and landscaping. This project will reduce traffic causing access points, support local businesses and improve safety and aesthetics of this critical corridor.

The final use of the property is newly installed sidewalks and streetscapes. Unfortunately, this area of Colerain Township is not safe for current pedestrians and has seen several traffic related fatalities over the past several years involving motorists and pedestrians. This stretch of the Colerain Avenue Corridor is home to several industrial businesses and several retail establishments. The improvements in the streetscape are intended to revitalize the area and will lead to improvements in facades and other areas.

These improvements will enhance existing access along Colerain Avenue and will complement several existing development expansion projects for businesses located in this area. The improvements will also help to make a former school site more marketable for future development.

Exhibit B

Project Budget

Hamilton County CDBG Community and Economic Development Assistance Program Project Budget							
List ALL anticipated sources of funds for the project							
SOURCE (Lender)	Amount	Type L= Loan or G=Grant	Term (Years)	Rate	% of Total Project Sources	Annual Debt Service Amount	Commitment Date or Anticipated Date
CDBG Request	\$ 150,000.00	L	6	0	6%	\$ 25,000.00	
CDBG Request	\$ 150,000.00	G			6%	\$ -	
Transporation Alternative Grant	\$ 822,288.00				34%	\$ -	
SORTA Grant	\$ 200,000.00				8%	\$ -	
Colerain Township	\$ 1,109,712.00				46%	\$ -	
	\$ -				0%	\$ -	
	\$ -				0%	\$ -	
	\$ -				0%	\$ -	
TOTAL	\$ 2,432,000.00					\$ 25,000.00	

Hamilton County CDBG		
Community and Economic Development Assistance Program Project Budget		
List ALL uses of funds for the project		
Line Item	Total Costs	% Total
Building Acquisition	\$ -	0%
Land Acquisition	\$ 150,000.00	#DIV/0!
Site Work	\$ -	#DIV/0!
Rehabilitation Costs	\$ -	#DIV/0!
New Construction Costs	\$ 1,981,113.00	#DIV/0!
Construction Contingency	\$ -	#DIV/0!
Permits	\$ -	#DIV/0!
Demolition	\$ -	#DIV/0!
Water	\$ -	#DIV/0!
Sewer	\$ -	#DIV/0!
Stormwater & Drainage	\$ -	#DIV/0!
General Requirements	\$ -	#DIV/0!
Contractor Overhead	\$ -	#DIV/0!
Contractor Profit	\$ -	#DIV/0!
Other (define)	\$ -	#DIV/0!
Other (define)	\$ -	#DIV/0!
Total Hard Costs	\$ 2,131,113.00	88%
Site Planning	\$ -	0%
Architect & Engineer	\$ 300,887.00	#DIV/0!
Legal	\$ -	#DIV/0!
Consultant	\$ -	#DIV/0!
Survey	\$ -	#DIV/0!
Construction Loan Interest	\$ -	#DIV/0!
Construction Loan Fee	\$ -	#DIV/0!
Construction Insurance	\$ -	#DIV/0!
Property Taxes	\$ -	#DIV/0!
Appraisal	\$ -	#DIV/0!
Environmental	\$ -	#DIV/0!
Market Study/ Marketing	\$ -	#DIV/0!
Relocation	\$ -	#DIV/0!
Developer Fee	\$ -	#DIV/0!
Capitalized Reserves	\$ -	#DIV/0!
Other (define)	\$ -	#DIV/0!
Other (define)	\$ -	#DIV/0!
Total Soft Costs	\$ 300,887.00	12%
Total Development Costs	\$ 2,432,000.00	

Exhibit C
Certification & Request for Payment Form

This page is intentionally left blank.
See the “Certification & Request for Payment” Form on the following page.

**Certification & Request for Payment
Hamilton County Community Development**



HAMILTON COUNTY

**Planning +
Development**

Project Name: _____

Project Municipality: _____

Project Contractor: _____

Vendor Name: _____

Make Payment to (Circle one): Municipality Contractor

Payment Amount: _____ *****Please also submit a payment application or invoice*****

Per the municipality-authorized individuals whose signatures are below, the work performed by the above contractor has been satisfactorily completed and the municipality certifies that all work performed has been conducted in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development. The municipality above hereby requests payment in the above amount to either the above listed contractor or to themselves as reimbursement for payment to the contractor for work completed.

Municipality-authorized Individuals:

1. (Print) _____ Position: _____

1. (Sign) _____ Date: _____

2. (Print) _____ Position: _____

2. (Sign) _____ Date: _____

Comments:

For Office Use Only:

Grant (Circle one):	CDBG	CDBG-CV	HOME	ESG	ESG-CV
PO Number:	_____	Approved By: _____			
Project Number:	_____	Date Approved: _____			
Amount:	_____	Invoice Number: _____ Inv Date _____			

Exhibit D
Note

FOR THE VALUE RECEIVED, THE UNDERSIGNED, Colerain Township, Ohio (Borrower) promises to pay the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Planning + Development Department ("Lender") the principal sum of up to One Hundred Fifty Thousand Dollars (\$150,000.00), over a six-year period, with zero interest on the unpaid balance until 6th year anniversary of the date of completion of the Project. Payments shall be made payable to Hamilton County Community Development at 138 E. Court Street, Room 1002, Cincinnati, Ohio 45202 or such other place as the Lender may designate.

The Loan will be used to transform the Colerain Ave. Corridor in the struggling neighborhood of Groesbeck between Jonrose Ave. and Shadycrest Dr. by expanding the sidewalk width, constructing pedestrian scaled lighting, and delineating the public and private realms with masonry knee walls and landscaping.

The loan amortization schedule is as follows:

Loan Amortization Schedule

Amount: \$150,000
Term: 6 years
Rate: 0%

Year	Principal	Interest	Subtotal	Balance
12/1/2025	\$25,000	\$0	\$25,000	\$125,000
12/1/2026	\$25,000	\$0	\$25,000	\$100,000
12/1/2027	\$25,000	\$0	\$25,000	\$75,000
12/1/2028	\$25,000	\$0	\$25,000	\$50,000
12/1/2029	\$25,000	\$0	\$25,000	\$25,000
12/1/2030	\$25,000	\$0	\$25,000	\$0
Total	\$150,000	\$0	\$150,000	\$0

This Note will be subject to the provisions of the Agreement dated _____ by and between Borrower and Lender to transform the Colerain Ave. Corridor in the struggling neighborhood of Groesbeck between Jonrose Ave. and Shadycrest Dr. by expanding the sidewalk width, constructing pedestrian scaled lighting, and delineating the public and private realms with masonry knee walls and landscaping. Unless prepaid, foreclosed, or conveyed, this Note shall be satisfied on 5-year anniversary of the completion of the Project. The Borrower, at any time, may prepay the principal amount or any portion remaining thereof without any prepayment penalty or fee.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the address stated below, or to such other address as Borrower may designate by notice to the Lender. Any notice to the Lender shall be given by mailing such notice by certified mail, return receipt requested, to the Lender at the address below, or at such other address as may have been designated by notice to Borrower.

For Borrower

Colerain Township, Ohio
4200 Springdale Road
Colerain Township, OH 45251

Signature

Jeff Weckbach, Township Administrator

Date

For Lender:

Board of County Commissioners,
Hamilton County, Ohio
138 E. Court Street
Cincinnati, Ohio 45202

Signature

Jeffrey W. Aluotto, County Administrator

Date

Exhibit E Insurance

Township agrees to procure and require its contractors, if any, to procure and keep in force during the term of this Agreement insurance policies of the types and of the coverage, containing the terms, and in the minimum amounts as specified below:

1. All insurance required herein shall be issued by companies licensed to do business in Ohio, and which are rated not less than A: VII by A. M. Best.
2. Commercial General Liability insurance with commercial general liability form GC 00 01, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering death, bodily injury, and property damage. Coverage must include contractual liability, third party property damage, severability of interest, completed operations coverage maintained for at least three years beyond the date of the contractor's completion of the work, waiver of subrogation, and waiver of "cross claim exclusion between insureds."
3. Business auto liability insurance of at least \$1,000,000, combined single limit, on all owned and non-owned leased and hired automobiles. Coverage must include contractual liability, waiver of subrogation, and waiver of "cross claim exclusion between insureds."
4. Umbrella and excess liability policies of at least \$1,000,000, per occurrence and in the aggregate, above the underlying General Liability and business auto policies. Coverage must include drop down feature, concurrency of effective dates, aggregates in the primary apply in the Umbrella, and waiver of subrogation.
5. Workers' Compensation insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
6. Commercial General Liability, business auto, and employer liability policies must name the Board of County Commissioners, Hamilton County, Ohio, and its employees, officials, agents or volunteers and the Hamilton County Planning + Development Department and its employees, officials, agents, and volunteers as additional insureds. Further these policies must waive subrogation claims against the aforesaid individuals.
7. Before starting work, Township shall give County a certificate of insurance completed by Township duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to: Hamilton County Risk Manager, Todd

B. Portune Center, 138 East Court Street, Room 707, Cincinnati, Ohio 45202 or COI@hamilton-co.org.

8. Maintenance of the insurance required hereunder is a material element of this Agreement. Material changes of the required coverage or cancellation of the coverage may be considered a material breach of this Agreement.
9. Township shall require all contractors working on the Project to indemnify the Board of County Commissioners, Hamilton County, Ohio, and its employees, officials, agents or volunteers and the Hamilton County Planning + Development Department and its employees, officials, agents, and volunteers consistent with the language set forth in Section 14 of the Agreement.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Appoint James Joseph Sidow to Permanent Member of the Colerain Township Board of Zoning Appeals (BZA)

Recommend ADOPTION of the Motion.

Rationale:

James Joseph Sidow has previously been appointed as an Alternate Member of the Board of Zoning Appeals. Due to a vacancy on the Permanent Board, it is recommended that Mr. Sidow be appointed to this vacancy.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Appoint Carl Werner Hauser III to an Alternate Position on the Colerain Township Zoning Commission (ZC)

Recommend ADOPTION of the Motion.

Rationale:

Mr. Hauser is a long-time resident of Colerain Township who desires to serve the community on the Zoning Commission.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Set a Public Hearing on March 14, 2023 at 7:00pm for Zoning Commission Case ZA2023-01, as a Major Amendment to Case ZA2005-003

Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Board of Trustees must hold a Public Hearing to consider Recommendations by the Zoning Commission on Major Amendments to Final Development Plans.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Accept Bid by Battle Axe Construction for the Demolition of Three (3) buildings that have become unsafe, insecure and unfit for human habitation

Recommend ADOPTION of the Motion.

Rationale:

Several residential buildings in Colerain Township's neighborhoods have become unsafe, insecure and unfit for human habitation and need to be demolished. The Township will receive matching funds through the State of Ohio and the Hamilton County Port Authority to assist with the demolition projects.

The properties to be demolished are:

- 9929 Capstan Drive, Colerain Township, OH 45251 (Hamilton County Auditor Parcel ID# 510-0111-0156-00)
- 2864 Houston Road, Colerain Township, OH 45251 (Hamilton County Auditor Parcel ID# 510-0024-0288-00)
- 8806 Nabida Drive, Colerain Township, OH 45247 (Hamilton County Auditor Parcel ID# 510-0342-0013-00)

Demolition Bid Tab

VENDOR	9929 Capstan	2864 Houston	8806 Nabida	3483 Niagara
Aesthetic Industrial Contracting	15,000	25,000	14,000	17,000
Setzer's Construction	33,500	38,000	38,000	30,000
Alpha Demolition	13,885	10,918	21,780	15,397
Aster Oilfield Services, Inc.	15,000	17,000	17,000	17,000
Battle Ax Construction LLC	9,500	9,500	9,400	9,500
Building Value, LLC	-	21,400	18,770	-
Civil Solutions Associates Inc.	26,000	44,000	25,000	40,000
Custom Landscape Contractors	15,000	15,000	15,000	15,000
Evans Landscaping	14,485	15,635	21,230	14,995
Fiscus Trucking & Exc. Inc.	11,900	14,900	13,900	10,900
Logan Creek, LLC	13,000	16,750	13,500	15,500
O'Rourke Wrecking Company	26,700	28,700	27,300	20,400
Rock Solid Construction	11,150	11,300	11,330	-
Rumpke	N/A	N/A	N/A	N/A

DEVELOPMENT

Department: Administration

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Resolution to Extend Moratorium on New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township by One-Year

Recommend ADOPTION of the Resolution.

Rationale:

In 2022, the Board of Trustees approved a contract for a comprehensive rewrite of the Colerain Township Zoning Resolution. It is anticipated that this project will be completed by the end of 2023 or at the beginning of 2024.

Given the significant complexities of the rewrite with its stated goal of aligning the new zoning resolution with the recently approved Comprehensive Plan: Imagine Colerain, it is recommended that the Board of Trustees extend the Moratorium on New Establishments that Primarily Sell or distribute Electronic Smoking Devices and/or Vapor Products within Colerain Township, Ohio for one (1) additional year. This will provide the opportunity to ensure that the new zoning resolution properly addresses any new regulations regarding zoning, prohibition and/or limitation of the distribution of electronic smoking devices and vapor products.

TRUSTEES

Cathy Ulrich

Daniel Unger

Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

MEMORANDUM

TO: Colerain Township Board of Trustees

FROM: David Miller, Development Director

DATE: February 14, 2023

RE: RESOLUTION NO. 21-22: Resolution Imposing a One Year
Moratorium on New Establishments that Primarily Sell or Distribute
Electronic Smoking Devices and/or Vapor Products within Colerain
Township, Ohio

During the 133rd Ohio General Assembly (2019-2020), House Bill 346 was proposed to prohibit the sale of flavored electronic smoking devices and flavored vapor products in Ohio, and to establish a committee to study the health risks associated with such products. A report on its findings was to be published not later than six months after the effective date of the bill.

In response, on March 10, 2020, the Colerain Township Board of Trustees passed a one year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products.

During the moratorium, the Board of Trustees desired to review House Bill 346 in order to understand the impact of tobacco businesses operating within Colerain Township and to further enact reasonable regulations as to size, number, and location of tobacco businesses in the Township.

Additionally, Township staff required additional time to review and make recommendations on zoning, prohibition and/or limitations of electronic smoking devices and vapor products so that any necessary regulations conform to the goals of Colerain Township and help ensure the public peace, health, safety, and welfare of its citizens.

On March 9, 2021, the Board of Trustees extended the moratorium for an additional year awaiting the Ohio General Assembly to provide studies and/or take official action on regulations of electronic smoking devices and vapor products. Again, on March 8, 2022, the Board of Trustees extended the moratorium for another year awaiting action by the State.

In the absence of any progress to pass legislation, provide reports or hold public hearings at the state level, Township staff have proceeded to compile a brief review of the contemplated legislation, as well as available data relative to electronic smoking devices and vapor products.

LEGISLATIVE HISTORY – FAILED, PASSED, VETOED

FAILED - In 2019, House Bill 346 was proposed to amend ORC 2927.02 to prohibit the sale to any person regardless of age any flavored electronic smoking devices that have not been approved by the U.S. Food and Drug Administration (FDA). It also would have created a committee to study the health risks associated with e-cigarette products.

In 2019, House Bill 347 was also proposed to amend ORC 2927.02 to prohibit the reckless sale of these products to persons under 21 and prohibit open display by retailers of vapor products.

Neither House Bill 346 nor 347 were given a hearing in the House Health Committee and ended up dying in the 133rd General Assembly.

PASSED - After an all-out effort by healthcare and children's advocates, Ohio's "*Tobacco 21*" law was passed by the General Assembly and signed by the Governor, taking effect on October 17, 2019. Today, according to ORC 2927.02, it is illegal for persons under 21 to purchase tobacco or alternative nicotine products. Vaping is otherwise legal in Ohio for adults over the age of 21.⁷

VETOED - In a back-door effort during the 2022 lame duck session, the tobacco industry targeted a bill addressing excise taxes on tobacco products. But an amendment to restrict local governments' ability to regulate tobacco and therefore remove any ability for banning the sale of such proved fatal. On January 5, 2023, Gov. Mike DeWine vetoed the entire piece of legislation.⁶

On the veto, the American Cancer Society stated, "Local control over matters designed to protect the public's health, including tobacco control laws, has numerous benefits that would have been lost if local power had been taken away."⁶

Similarly, the Ohio Mayor's Alliance commented on Gov. DeWine's veto stating, "It is important for local governments to utilize their constitutional home rule authority to be able to innovate and address challenges - like the concerning rise in teen use of flavored tobacco." It was also noted in the National Youth Tobacco Survey 2022 that more than 3,000,000 middle and high school students used a tobacco product in the previous thirty days.⁷

The Health Effects of E-Cigarettes

History and Use

E-cigarettes are also called vapes, e-hookahs, vape pens, tank systems, mods, and electronic nicotine delivery systems (ENDS). They work by heating a liquid to produce an aerosol that users inhale into their lungs. The liquid can contain nicotine, tetrahydrocannabinol (THC) and cannabinoid (CBD) oils, and other substances, flavorings, and additives. THC is the psychoactive mind-altering compound of marijuana that produces the "high."¹

The use of e-cigarettes, often referred to as vaping, was formally introduced in the United States around 2006 as a way to help in the cessation of cigarette smoking. According to Harvard Health, the FDA has not approved vaping as a method of smoking cessation.²

While some of the effects of e-cigarette smoking have proven less harmful than those from regular cigarettes, they both have their own health risks.²

Risks

E-cigarettes typically contain some nicotine, as well as other various chemicals and flavorings such as diacetyl, which has been linked to serious lung disease. Although people who start using e-cigarettes usually do it with the intention of quitting regular cigarettes, studies have shown most people often end up using both, thus exposing users to more than triple the risk for chronic lung problems.⁵

Vitamin E acetate has been a common additive, most notably in THC-containing e-cigarette products and may interfere with normal lung functioning.¹ There are also cytotoxic effects of the e-liquids that come from the chemicals used in the flavoring of e-cigarettes. Other specific toxins and chemicals contained in e-cigarette devices include heavy metals such as nickel, chromium, and lead.⁵

Harms and Deaths

Negative effects from e-cigarettes are not often thought about yet are extremely harmful and may be more common than those from regular cigarettes. Poisoning from the e-juice for the devices can happen from absorption through the skin or eyes. Common adverse health effects from e-cigarette poisoning include vomiting, nausea, and eye irritation. ³

Of those who have sought treatment related to e-cigarette use, typical symptoms started with shortness of breath and chest pain, with more severe symptoms leading to hospitalization. ³

The CDC suspects the contaminated form of vitamin E - *vitamin E acetate* - to be the cause of the e-cigarette or vaping product lung injury, or EVALI. ²

National emergency department (ED) data and active case reporting from state health departments around the country related to e-cigarette products showed a sharp rise in symptoms or cases of EVALI in August 2019 and peaking in September 2019. There has been a gradual but persistent decline in ED visits since then. ²

Reasons for the decline are likely multifactorial and may be related to the following:

- Increased public awareness of the risks associated with THC-containing e-cigarette use resulting from the rapid public health alerts.
- Removal of vitamin E acetate from some products.
- Law enforcement actions related to illicit products. ¹

Additionally, the CDC reported call data on nicotine poisoning from the National Poison Data System of the American Association of Poison Control Centers which collects call data from poison centers around the country. They found that e-cigarette poisoning calls increased from 238 in 2011 to 3,692 in 2014. The 1,400% jump in calls was led with 58% accounting for children under the age of five who had been exposed to e-cigarettes. One particular concern pertaining to young people is that nicotine is a highly addictive substance that could potentially harm the brain development of teenagers and young adults today. ³

These devices have also been found to increase heart rate, blood pressure, and arterial stiffness. The cardiovascular system is known to be affected by vaping and could possibly lead to heart diseases, cardiac arrhythmias, as well as congestive heart failure and hypotension. ⁵

The use of e-cigarettes also affects the central nervous system and has led to disorientation and epileptic seizures. These poisonous effects on the body all lead back to the traces of heavy metals found in e-cigarette devices which overall has an effect on the neural function of the body.⁵

Beyond the increased health and cancer risks from e-cigarettes due to the oils, chemicals, and metals contained in them is the risk of physical harm from the devices. E-cigarettes have been known to explode and leave burns from defective batteries while the device is charging.⁴

Finally, as of February 18, 2020, a total of 2,807 hospitalized EVALI cases or deaths have been reported to CDC from all 50 states, the District of Columbia, and two U.S. territories (Puerto Rico and U.S. Virgin Islands). Sixty-eight deaths have been confirmed in 29 states and the District of Columbia (as of February 18, 2020).²

Work Cited

¹CDC. "Outbreak of Lung Injury Associated with the Use of E-Cigarette, or Vaping, Products." *Centers for Disease Control and Prevention*, 25 Feb. 2020, https://www.cdc.gov/tobacco/basic_information/e-cigarettes/severe-lung-disease.html

²Robert H. Shmerling, MD. "Can Vaping Damage Your Lungs? What We Do (and Don't) Know." *Harvard Health*, 24 Mar. 2022, <https://www.health.harvard.edu/blog/can-vaping-damage-your-lungs-what-we-do-and-dont-know-2019090417734>

³CDC. "CDC - Health Studies Program - Success Stories - e-Cigarette Study Sparks National Attention." *Centers for Disease Control and Prevention*, 28 May 2015, https://www.cdc.gov/nceh/hsb/success_stories/ecigarette_study.htm

⁴Edwards, Erika. "E-Cigarettes Linked to Lung Problems, First Long-Term Study on Vaping Finds." *NBCNews.com*, NBCUniversal News Group, 16 Dec. 2019, <https://www.nbcnews.com/health/vaping/e-cigarettes-linked-lung-problems-first-long-term-study-vaping-n1101641>

⁵Gkoulitou, Evangelia. "Take a Look at the Recent Articles." *The Health Effects of Electronic Cigarette Use: An Overview*, 20 Apr. 2020, https://oatext.com/the-health-effects-of-electronic-cigarette-use-an-overview.php#Article_Info

⁶Evans, Nick. "Ohio Gov. DeWine Vetoes Tobacco Measure That Would Prohibit Local Bans." Ohio Capital Journal, 6 Jan. 2023, <https://ohiocapitaljournal.com/2023/01/06/ohio-gov-dewine-vetoes-tobacco-measure-that-would-prohibit-local-bans/>

⁷"Ohio 'Tobacco 21' Law Takes Effect on Oct. 17th." Ohio Department of Health, 15 Oct. 2019, <https://odh.ohio.gov/media-center/odh-news-releases/ohio-tobacco-21-law-takes-effect-oct-17>

Staff Recommendation

In 2022, the Board of Trustees approved a contract for a comprehensive rewrite of the Colerain Township Zoning Resolution. It is anticipated that this project will be completed by the end of 2023 or at the beginning of 2024.

Given the significant complexities of the rewrite with its stated goal of aligning the new zoning resolution with the recently approved *Comprehensive Plan: Imagine Colerain*, it is recommended that the Board of Trustees extend the Moratorium on New Establishments that Primarily Sell or distribute Electronic Smoking Devices and/or Vapor Products within Colerain Township, Ohio for one (1) additional year. This will provide the opportunity to ensure that the new zoning resolution properly addresses any new regulations regarding zoning, prohibition and/or limitation of the distribution of electronic smoking devices and vapor products.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 14th day of February, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO. _____-23

RESOLUTION IMPOSING A ONE YEAR MORATORIUM ON NEW ESTABLISHMENTS THAT PRIMARILY SELL OR DISTRIBUTE ELECTRONIC SMOKING DEVICES AND/OR VAPOR PRODUCTS WITHIN COLERAIN TOWNSHIP, OHIO

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, Colerain Township has the power to enact planning and zoning laws that are intended to protect the health, welfare, and safety of the citizens of the Township; and

WHEREAS, there has been an increase in new establishments that primarily sell electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code, and the Board of Trustees is concerned with the impact of these businesses operating within Colerain Township; and

WHEREAS, the Township has conducted research on the definitions of “electronic smoking devices,” “vapor products,” “alternative nicotine products,” “characterizing flavors,” “flavored electronic smoking devices,” “flavored vapor products,” and “distribute,” the impact of these products on users, and the age of citizens in Ohio who can legally purchase, use, and/or distribute these products; and

WHEREAS, Colerain Township is currently rewriting its Zoning Resolution, with an anticipated completion of late 2023 or early 2024, to ensure that it properly aligns with the recently enacted *Comprehensive Plan: Imagine Colerain*; and

WHEREAS, upon completion of the Zoning Resolution rewrite, there will be a better understanding of the impact of establishments that primarily sell electronic smoking devices and vapor products which are operating within Colerain Township; and

WHEREAS, the Board of Trustees desires to impose a one year moratorium on new establishments that primarily sell electronic smoking devices and vapor products within Colerain Township in order to consider the enactment of reasonable regulations as to size, number, and location of these businesses in the Township; and

WHEREAS, this Board of Trustees will have more time and be able to consider reasonable regulations to accomplish the Township’s goals and protect the health,

safety, welfare, peace, and comfort for the citizens of Colerain Township more effectively if a moratorium is in place.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLERAIN TOWNSHIP, HAMILTON COUNTY, ___ members elected thereto concurring:

1. The Board of Trustees hereby approves, imposes, and authorizes a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses in order so that Township staff may continue to study the new law, statutes, codes, resolutions, and the related issues and then determine whether to limit or entirely prohibit such businesses and/or sales within Colerain Township and to prepare any necessary, related regulations.

2. No certificates or permits of any kind shall be processed or issued to an applicant who intends to open, use any land or devote any floor area of a business for the purposes of distributing electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products for the period of time of this moratorium. No valid existing business within the Township may expand in any way for the duration of the moratorium.

3. The Board of Trustees seeks to limit the duration of the moratorium and to instruct the Township Administrator and Township staff to consider the impact of establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes, and any related issues in the rewrite of the Township's Zoning Resolution, and then recommend new regulations regarding the zoning, prohibition and/or limitations of the distributing of electronic smoking devices and vapor products.

4. The Board of Trustees hereby directs and orders that no permits for establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes shall be issued or processed by Colerain Township during this one (1) year moratorium.

5. 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

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to §504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

7. This Resolution shall take effect on the earliest date permitted 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 February, 2023.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of February, 2023.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute a Service Agreement with Zix
Recommend ADOPTION of the Motion.

Rationale:

This Service Agreement replaces the one that the Township entered into in October 2022. It allows for the Police Department to upgrade its licenses for Microsoft Office 365 to Business Standard. The additional cost is \$3,952.

Document No.: Q-98751-20230130-1452

Version #:Q-98751 - 1

55 Network Drive, 1st Floor
Burlington, MA 01803
Phone: (781) 933-6110

Bill to:
 Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251-1419
 US

Billing Contact Information

Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

☒ Issue Invoice

☐ Initiate Credit Card Payment

Date: January 19, 2023
 Expires On: February 18, 2023
 Payment Terms: Net 30
 Email Domains: colerain.org

Ship to:
 Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251-1419
 US

Technical Contact Information

Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

Purchase Order No.:

(If P.O. No. provided, please attach copy of P.O.)

Acct Exec.: Michael Salvatore
 Order Type: Cross-sell & Upsell

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
Microsoft 365 Business Standard, Annual	111	8	\$150.00	5%	\$95.00	\$10,545.00
NCE						
Microsoft 365 Business Basic, Annual	168	8	\$72.00	5%	\$45.60	\$7,660.80
NCE						
Microsoft 365 Backup Bundle, Annual	30	8	\$36.00		\$24.00	\$720.00
• Exchange • OneDrive • Groups • Teams • SharePoint						
Total:						\$18,925.80

Total: \$18,925.80

Do not pay, this is not an invoice

1 Payment Schedule:

First Year Total	\$18,925.80
Grand Total	\$18,925.80

2 Special Terms:

This Services Agreement replaces the current services with updated licensing. A credit in the amount of \$14,973.80 will be applied toward this Services Agreement for unused services on previous services. All subscription fees of \$3,952 (\$18,925.80 – 14,973.80) will be invoiced upon execution of this Services Agreement as described in Item 3, "Invoicing and Payment." For clarity, the new service agreement period will be 2/18/2023 - 10/17/2023 (8 months).

3 Invoicing & Payment:

This Services Agreement is entered into between ZixCorp Systems, Inc. for and on behalf of itself and its affiliates, which may provide Services hereunder ("Zix"), and the legal entity set out below. You represent and warrant that you have the authority to bind that entity (henceforth the terms "You" and "Your" throughout shall refer to such entity) to the subscriptions for Zix and third party services set herein (the "Services"). By signing below, or by your use of the Services, you are entering into a subscription for the Services (including licenses related thereto) indicated on the face of this Services Agreement for the committed term ("Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and you agree to pay all invoices in U.S. dollars (or other currency specified herein) within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Fees for the Services ("Fees") are due for payment at the beginning of each Term, unless otherwise stated on the Services Agreement, with the Term beginning on the thirtieth (30th) day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to you. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among Services for tax purposes. This means that line items on your invoice may not match this Services Agreement or your purchase order, although the total Fees for the Services will remain the same.

Secure Cloud terms: If you purchase and/or manage Services through the Zix Secure Cloud Portal ("Portal"), any changes to your Services you make are subject to the options and applicable terms and conditions provided in the Portal at such time, including applicable subscription term options (as such may be amended by Zix from time to time). If your Services include any services which are provisioned or managed through the Portal on a monthly subscription, or you subscribe to a Microsoft service in-conjunction with any other Services, you expressly acknowledge and agree that all such Services (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected Term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the Term selected by you for those Services (each, a "renewal period") and no cancellation or refund will be available unless written notice of non-renewal is provided no less than thirty (30) days prior to the end of the current Term. Such notice of non-renewal must be provided to Zix at customersuccess@zixcorp.com.

4 Taxes; F.O.B. Upon presentation of invoices by Zix, the Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.

5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING: If no box is checked, sales and use tax will be charged. You will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.

B. ☐ The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

6 Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the applicable terms and conditions (for the service(s) you subscribe for) as set forth at <https://www.carbonite.com/legal/products-and-services-terms> (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>.

ZixCorp Systems, Inc.	Colerain Township
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Authorizing the Transfer of Township Moneys to Other Township Funds

Recommend ADOPTION of the Resolution.

Rationale:

At its January 3, 2023 meeting, the Board of Trustees adopted Resolution 2-23, which authorized the transfer of \$800,000 from the Fire Fund (2111) to the Special Assessment Fire Bonds Fund (3301) to service the debt. Fund 3301 was created for a prior debt issuance. The Fund that was authorized to be created for this issuance is the Bond Retirement Fund (3101). This Resolution clarifies that the transfer should be between Fund 2111 and Fund 3101.

Later this year, staff will return to the Board for authorization to transfer a portion of the bond premium from the Capital Project Fund to the Bond Retirement Fund.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of February, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-23

**RESOLUTION AUTHORIZING THE TRANSFER OF TOWNSHIP MONEYS TO
OTHER TOWNSHIP FUND**

WHEREAS, pursuant to Ohio Revised Code 5705.14(E), the Board of Township Trustees can approve the transfer of money from the Township General Fund to any other fund; and,

WHEREAS, the Colerain Township Board of Trustees finds it necessary to approve and authorize a transfer of up to \$800,000 from the Fire District Fund (2111) to the Township's Bond Retirement Fund (3101).

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

1. The Board of Trustees hereby approves the Township Fiscal Officer or Township Administrator to transfer up to \$800,000 from the Fire District Fund (2111) to the Township's Bond Retirement Fund (3101).
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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of February, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of February, 2023.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute an Electric Aggregation Agreement at a Rate not to Exceed 7.5 cents per kWh for a Period of Up to Two Years

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township has an electric aggregation program with Dynegy that is set to expire in May of 2023. The current rate is 4.99 cents per kWh.

Duke Energy runs two auctions a year which are used to set their default supply rates for those that are not with an alternative electric provider. Those on the aggregation bypass those default supply rates and pay the aggregation rate instead. Duke's fall auction returned a yield of 11.5 cents per kWh, which represents 20% of their total supply for this coming year. This indicates that rates are trending high and Duke's rate to compare will be trending closer to 9.5 cents per kWh.

As with past aggregation renewals, the final contract will not be prepared until the rates are set. The market moves daily and the Township needs the flexibility to sign the agreement when rates reach their lowest. This motion would allow the administrator to sign a contract with a rate maximum of 7.5 cents per kWh. The final agreement will be brought back to a future Trustee meeting as a consent agenda item.

The contract will maintain the ability for residents to opt out without penalty.

ADMINISTRATION

Department: Administration

Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services
Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #4: Continuously Improve the Operations of the Township
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Resolution Modifying Organizational Chart

Recommend ADOPTION of the Resolution.

Rationale:

This resolution contemplates the following changes in the organizational chart:

- Change from Administrative Assistant to EMS Coordinator
- Change from Part-Time Fire Inspector to Part-Time Public Educator
- Addition of Community Paramedic
- Addition of Planner

Additional details on the changes in Fire personnel can be found in the attached proposal. The need for the additional planner role has been identified by the Department through a high level review of workload and tasks from the prior year. Zoning requests and permits reached an all time high in volume in 2022. Given the on-going development throughout the Township, this will not likely slow down in the short term. In addition, this role will give the Zoning Administrator additional time to focus on big picture issues, such as compliance with the zoning resolution on planned developments and other developments.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of February, 2023, 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 MODIFYING ORGANIZATIONAL CHART AND JOB DESCRIPTIONS

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

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, Colerain Township has determined that it is in the best interest of the operation of the organization to make the following changes to the organizational chart:

- Change from Administrative Assistant to EMS Coordinator;
- Change from Part-Time Fire Inspector to Part-Time Public Educator;
- Addition of Community Paramedic;
- Addition of Planner; and;

WHEREAS, the Township Administrator shall bring forward all new hires to the Board of Trustees as an agenda item, after a formal job offer is made; and;

WHEREAS, attached to this resolution is a copy of all job descriptions for positions in Colerain Township and each job description should mirror a position on the Roster; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

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

1. The Township Organizational Chart, Roster, and Job Descriptions 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 the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Ms. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of February, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of February, 2023.

Jeffrey Baker
Colerain Township Fiscal Officer



POSITION TITLE EMS Coordinator	STATUS Full Time – Non Exempt
REPORTS TO EMS Captain	Salary Range: Per CBA
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

PURPOSE:

The Emergency Medical Services (E.M.S.) Coordinator is responsible for the coordination and administration of a comprehensive Emergency Medical Services program that will meet the needs of the Colerain Township Department of Fire and Emergency Medical Services.

SCOPE:

The person in this position will assist and support the needs of the EMS Division through various roles and responsibilities. They will assist with creating the operational planning and vision for the Division through quality assurance and continuous quality improvement programming, training, policy development, and data evaluation activities.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Performs essential functions of a Stated of Ohio Certified Paramedic
- Serves as a liaison between local hospitals and Colerain Fire and EMS
- Responsible for Quality Assurance and Continuous Quality Improvement Programming
- Participates on the Hamilton County Protocol Committee and the Pre-Hospital Care Operations' Committee
- Manages public records' request for patient care reports
- Assists with management of the EMS reporting software system
- Working knowledge of all department operational software systems
- Participates in the development of EMS policies and procedures
- Participates in planning of EMS department goals and objectives
- Attends staff meetings for the purpose of department planning and problem-solving activities
- Adheres to the Department's Health Insurance Portability and Accountability Act rules and guidelines
- Performs all Department Infection Control Officer responsibilities
- Liaison for pre-hospital care education institutions (i.e., Paramedic Training Programs)
- Coordination of EMT-B, Paramedic, and Intern observation time
- Participates in training to maintain competencies and credentialing as a State of Ohio Certified Paramedic
- Works alongside the Department's EMS and Training Division Captains for scheduling, coordinating, and executing training for department personnel
- Will assist with annual budgetary planning as directed by the EMS Captain
- Will assist with grant research and application processing
- Extracts, collects, organizes, and interprets data used for organizational dashboards, grant reporting, and operational and administrative decision-making
- Develops, reviews, and updates EMS policies and procedures, as necessary.
- Uses appropriate departmental programs used to document necessary work and report activity
- Any other various duties and responsibilities as assigned by the Assistant Chief or Chief.

CRITICAL SKILLS / EXPERTISE:

- Must have the desire and ability to remain flexible with scheduling to accommodate various meetings, training sessions, and patient appointments

POSITION TITLE EMS Coordinator	STATUS Full Time – Non Exempt
REPORTS TO EMS Captain	Salary Range: Per CBA
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

- Ability, both verbal and written, to communicate clearly and accurately, interpersonal communication knowledge, skills (i.e., planning, organizing, directing, coordinating, evaluating)
- Ability to practice sound decision-making skills
- Must be able to perform autonomously
- Shall be capable of physically and emotionally coping with highly stressful situations
- Shall follow the established infection control program
- Shall have the ability to medically treat all patients without bias to sex, age, race, culture, religion, etc.
- Mobile and stationary computer operations; appropriate software platforms (i.e., MS Office, Health EMS, etc.)

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

Five years' experience as a Certified Paramedic; State of Ohio Certified EMS Instructor; Instructor of the following: Basic Life Support, Advancement Cardiovascular Life Support, Pediatric Advanced Life Support, Stop the Bleed

**PHYSICAL & MENTAL
REQUIREMENT:**

As set forth by the departments General Operating Guidelines.

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, running, sitting, pushing, pulling, lifting, grasping, feeling, talking hearing, seeing, repetitive motions, and demonstrating manual dexterity.

Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet while working in the office, or moderately noisy while working in the field.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

POSITION TITLE Community Paramedic	STATUS Full Time – Non Exempt
REPORTS TO EMS Captain	Salary Range: Per CBA
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

PURPOSE:

To provide home-based health care that supports optimum health and wellness for the patient within the scope of a State of Ohio Certified Paramedic under the direction of a Licensed Medical Director.

SCOPE:

The person in this position will identify patient needs and assist in connecting them with available community and medical resources. The community paramedic will perform in accordance with established departmental paramedicine policy and procedures. The Community Paramedic will exercise considerable independent judgment in evaluating duties while supporting the existing health care system by providing interdisciplinary health services in collaboration with other health professionals to high-risk patients and frequent users of service.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Performs essential functions of a State of Ohio Certified Paramedic
- Assesses, screens, treats, and coordinates health services for patients
- Conducts and assists with post-hospital release care that includes, but is not limited to, home safety evaluations, medication reconciliation and education, dressing changes, full basic and advanced life support assessment, and post-release and follow up healthcare instructions
- Observes, records, and reports, to the patient's physician, their conditions, and reactions to medications, treatments, and significant health events
- Conducts chronic disease management education to the patient that includes, but is not limited to, diabetes, hypertension, congestive heart failure, chronic obstructive pulmonary disease, fall and injury prevention, basic nutritional needs, post-operative wound monitoring and care
- Administers care consistent with department treatment protocols and physicians' orders
- Coordinates appointments, additional home-health visits, and follow-ups with the patient's providers
- Develops and completes appropriate reports and templates for the community paramedic program
- Attends department medical director meetings and staff meetings as required
- Participates in the development of EMS policies and procedures
- Participates in planning of EMS department goals and objectives
- Attends staff meetings for the purpose of department planning and problem-solving activities
- Maintains liaison role with other departments, as well as state, local and other public officials
- Establishes rapport with community groups and other civic organizations through meetings, speeches, and presentations
- Performs assigned EMS equipment checks daily
- Conducts maintenance and inventory on assigned EMS equipment
- Adheres to the Department's Health Insurance Portability and Accountability Act rules and guidelines
- Actively involved in Community Paramedic research activities and ongoing program

POSITION TITLE Community Paramedic	STATUS Full Time – Non Exempt
REPORTS TO EMS Captain	Salary Range: Per CBA
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

improvement

- Participates in training to maintain competencies and credentialing as a State of Ohio Certified Paramedic and a Community Paramedic
- Provides training to department personnel as requested
- Uses appropriate departmental programs used to document necessary work and report activity
- Duties and responsibilities as assigned by the EMS Captain, Assistant Chief, or Chief

**CRITICAL SKILLS /
EXPERTISE:**

- Must have the desire and ability to remain flexible with scheduling to accommodate various meetings, training sessions, and patient appointments
- Ability, both verbal and written, to communicate clearly and accurately, effective interpersonal communications skills (i.e., planning, organizing, directing, coordinating, evaluating)
- Ability to practice sound decision-making skills
- Must be able to perform autonomously
- Shall be capable of physically and emotionally coping with highly stressful situations
- Shall assist with EMS training
- Shall follow the established infection control program
- Shall have the ability to medically treat all patients without bias to sex, age, race, culture, religion, etc.
- Mobile and stationary computer operations; appropriate software platforms (i.e., MS Office, Health EMS, etc.)

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

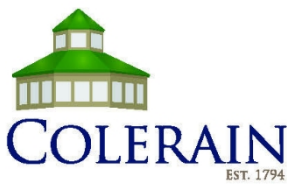
- Five years' experience as a Certified Paramedic
- Valid State of Ohio Driver's License (4 points or less)
- Valid State of Ohio Paramedic
- Emergency Vehicle Operations' Course Certified
- High school diploma or GED required.
- Advanced Cardiac Life Support (ACLS).
- Pediatric Advanced Life Support (PALS).
- Basic Life Support (BLS).
- Incident Command System (ICS) and National Incident Management System (NIMS).
- ICS-100: Introduction to the Incident Command System.
- ICS-200: ICS for Single Resources and Initial Action Incidents
- Independent Study (IS)-700: NIMS, An Introduction.
- ICS-800: National Response Framework, An Introduction

**PHYSICAL & MENTAL
REQUIREMENT:**

As set forth by the departments General Operating Guidelines.

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, running, sitting, pushing, pulling, lifting, grasping, feeling, talking hearing, seeing, repetitive motions, and demonstrating manual dexterity.

Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently,



POSITION TITLE Community Paramedic	STATUS Full Time – Non Exempt
REPORTS TO EMS Captain	Salary Range: Per CBA
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

and/or up to 20 pounds of force constantly to move objects.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet while working in the office, or moderately noisy while working in the field.

EMPLOYEE ACKNOWLEDGEMENT: I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

POSITION TITLE Planner	STATUS Full time – Non Exempt
REPORTS TO Director of Development	Salary Range: \$44,000 - \$61,000
SUPERVISES N/A	Minimum Education: Bachelor's Degree

PURPOSE:

The position of Planner reports directly to the Director of Development to assist in the compliance of the Township's Vacant Registries, with preparation of materials for the Zoning Commission and Board of Zoning Appeals, production of graphic content for various departments (including GIS) and permitting.

SCOPE:

Under general supervision, assists the Director of Development in the performance of planning duties and other zoning matters related to amendments, enforcement, and other activities incumbent upon the Development Department.

ESSENTIAL ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Administer the Vacant Foreclosed Property Registry Program and Vacant Building Maintenance License Program.
- Process and set up files for incoming cases to the Board of Zoning Appeals and Zoning Commission, send notices to applicants of the scheduled hearing/meeting dates, and maintain files through the process.
- Process incoming zoning certificate applications for approval by the Director of Development.
- Send out requests for review of zone and map amendment applications to appropriate county and state agencies.
- Prepare legal notices for publication and notices to all parties of interest of all zoning related public hearings before the Board of Zoning Appeals, Zoning Commission and the Board of Trustees.
- Prepare agendas and staff reports for the Board of Zoning Appeals and Zoning Commission meetings and mail out meeting packets to appropriate Boards, upload meeting packets to Township website, and sets up Chamber for meetings.
- Act as Recording Secretary for Board of Zoning Appeals and the Zoning Commission. Attend meetings and prepare meeting minutes. Upload approved minutes to Township website and maintain official meeting minute books.
- Prepare annual calendars for the Board of Zoning Appeals and the Zoning Commission.
- Assists in matters dealing with zoning, including advising the public concerning the rules and regulations.
- Assists in review of plans submitted for issuance of zoning certificates and other matters affecting and relating to zoning.
- Assists in collection of data required for special projects.
- Assists in review of zoning maps and preparation of studies and reports for projects as assigned.
- Assist all departments in their use of Geographic Information Systems as needed.
- Assist all departments in data analysis, display and interpretation as needed.
- Perform other duties as required or as assigned by the Director of Development.

CRITICAL SKILLS / EXPERTISE:

- Knowledge of motor vehicles, personal computers, oversize plotter, copiers, calculators, two-way radios, telephones, fax machine, audio/visual and video recording equipment, high intensity computer projections, and other equipment germane to this position.
- Computer skills preferably experienced in Microsoft Office Suite; ArcGIS, Adobe Creative Suite.
- Exceptional customer service skills.

POSITION TITLE Planner	STATUS Full time – Non Exempt
REPORTS TO Director of Development	Salary Range: \$44,000 - \$61,000
SUPERVISES N/A	Minimum Education: Bachelor's Degree

- Ability to interpret a variety of instructions in oral, written or other forms.
- Ability to collect data, establish facts and draw valid conclusions.
- Ability to prepare and maintain concise and accurate records and reports.
- Ability to maintain good rapport with Township departments, board members and other agencies relative to issues of zoning.
- Ability to cooperate with others on projects of mutual concern as well as plan project implementation.
- Ability to operate a computer terminal and communicate effectively in oral and written form.
- Ability to develop and maintain effective working relationships with coworkers and the public.
- Ability to read, inspect, and understand construction plans, site plans and drawings.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

- A valid state driver's license. Ability to obtain AICP certification.
- Must possess a bachelor's degree in Urban Planning, Urban Studies, Geography, or a related field.
- Must possess relevant experience which evidences knowledge of zoning review and processing, planning administration, land development, city planning and zoning enforcement.

**PHYSICAL & MENTAL
REQUIREMENT:**

Requires the ability to perform office related duties and access a wide variety of residential and commercial/industrial construction sites, buildings, and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material. The employee must occasionally lift and/or move objects up to 25 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations are provided to enable individuals with disabilities to perform the essential functions.

Work environment involves duties to be performed in an inside office setting and occasional duties to be performed in the field at a wide variety of residential and commercial/industrial construction sites, buildings and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material.

Regular and predictable attendance as established by Administration which may include meetings of the Board of Zoning Appeals and Zoning Commission.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

ORGANIZATION CHART



Jeff Baker
FISCAL OFFICER



TRUSTEES

Cathy Ulrich



Daniel Unger



Matt Wahler



Jeff Weckbach
ADMINISTRATOR



Tiphannie Mays
ASSISTANT
ADMINISTRATOR



Jeff McElravy
ASSISTANT
ADMINISTRATOR



Tawanna Molter
ASSISTANT
PUBLIC SERVICES
DIRECTOR



David Miller
DEVELOPMENT
DIRECTOR

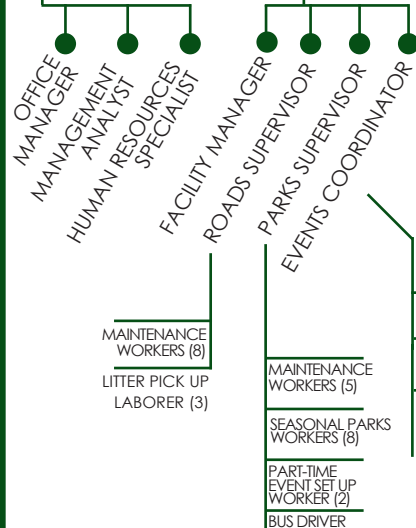


Allen Walls
FIRE CHIEF

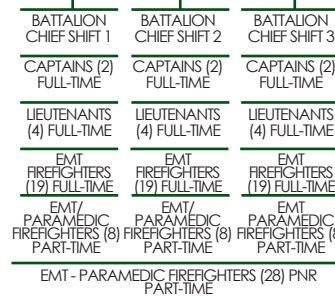


Ed Cordie
POLICE CHIEF

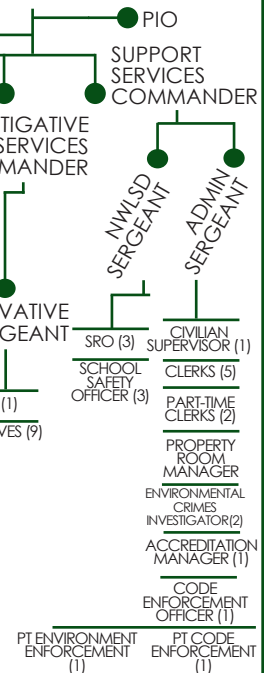
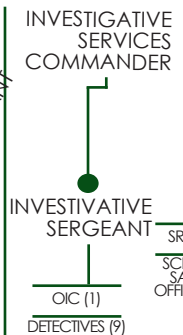
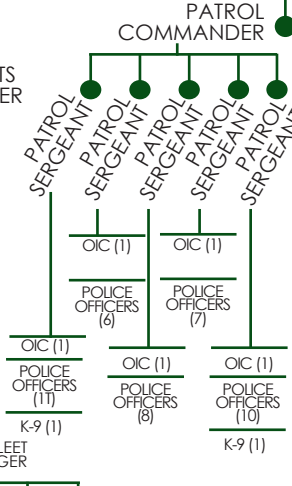
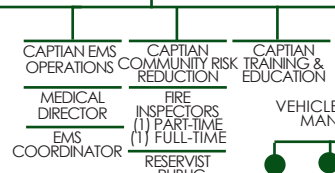
COMMUNICATIONS
SPECIALIST



SPECIAL PROJECTS
MANAGER



FIRE HYDRANT
INSPECTORS
(3) SEASONAL



Department	Position	Job ID #
Administration	Township Administrator	100
Administration	Assistant Township Administrator - Operations and Engagement	186
Administration	Assistant Township Administrator - Finance and Development	187
Administration	IT Director	103
Administration	Finance Specialist	104
Administration	Accounting Specialist	105
Administration	Accounting Specialist	105
Administration	Human Resources Specialist	106
Administration	Office Manager	107
Administration	Management Analyst	185
Development	Director of Development	180
Development	Development Officer	174
Development	Planner	132
Administration	Management Analyst Intern	175
Administration	Communications Specialist	181
Fire & EMS	Fire Chief	108
Fire & EMS	Assistant Fire Chief of Operations	109
Fire & EMS	Assistant Fire Chief of Administration	110
Fire & EMS	EMS Coordinator	188
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Reservist	113
Fire & EMS	Reservist - Public Educator	115
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Fire & EMS	Reservist - Public Educator	115
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Police	Environmental Crimes Investigator	172
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Public Services	Litter Pick Up Laborer	171

Colerain Township Fire and Emergency Medical Services



ADMINISTRATIVE REALIGNMENT PROPOSAL

Background:

The current, administrative organizational structure for Colerain Township Fire and EMS was put into place in 2014 after a realignment of job responsibilities. That realignment helped create an organizational structure that provided a path for departmental needs and succession planning. Today, we are facing the same requirement. What has been successful over the last 8 years has become somewhat superannuated. The needs of the organization, coupled with staffing changes requires a shift in roles and responsibilities.

Specifically, these changes in roles and responsibilities are needed within the Training and EMS Divisions. The goal is to realign the job responsibilities and job titles with the work that is required of the Divisions. Moreover, the realignment will better place personnel in positions where their skillsets and passions can be optimized.

Proposed Changes:

The first recommended adjustment is to reassign the *Administrative Training Assistant* role to an *EMS Coordinator* role. The reason for this move is multifaceted. First, the hiring of a Fire Department *Executive Assistant* has allowed a role and responsibility shift from the *Administrative Training Assistant*. Some of those duties included, but are not limited to hiring responsibilities, public records requests, and a host of secretarial duties.

Secondly, the EMS Division needs additional support. Specifically, there is needed support in program development and implementation, training, policy development, and data analysis. This has become particularly important as we look to enhance the quality of our EMS delivery system. The new *EMS Coordinator* role would assume these needed responsibilities. The capacity to do so comes from the shift of job responsibilities from the *Administrative Training Assistant* to the *Executive Assistant*. It is further proposed that this position fill the contractual, Specialist role, as outlined in the 2023-2025 Collective Bargaining Agreement.

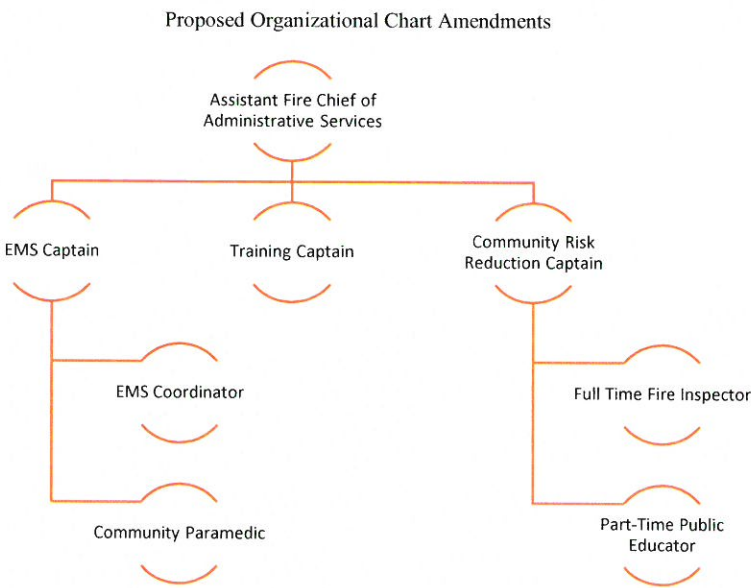
Next, the Department would add a *Community Paramedic* to the EMS Division. Initial funding for this role would be provided by Township's American Rescue Plan Act (ARPA) monies. This would be an exempt role according to the Fair Labor Standards' Act. There has been a growing need for this role for several years as the needs of the community has changed. This position would be created to help address the social gaps that exist in our current healthcare system by providing services that help our residents with proper social and health resource allocation.

In addition, this proposal also suggests the replacement of a *Part-Time Fire Inspector* to a *Part-Time Public Educator*. Currently, there is no functioning public educator and those roles have been shifted to the current *Administrative Assistant* and the *Division Captain of Community Risk Reduction*. This has created a burdensome workload for those positions. The new Part-Time Public Educator would assume the responsibilities specified in the new job description which

include, but are not limited to, the scheduling and coordination of public education details, all Citizens' Fire Academy functions, acting as departmental liaison to our local schools, and conduct presentations as necessary.

From a succession planning perspective, our organizational goal has always been to promote professional and personal growth opportunities for our personnel while placing them in areas of responsibility where their passions and skillsets can be utilized. It is proposed that should the *EMS Captain* position become available through upcoming promotional processes that the *Training Division Captain* transfer to the EMS Division and maintain the EMS training component. We have become increasingly aware, as an organization, that it has become harder and harder to fill the repeated vacancy of the *EMS Captain* position. However, the *Training Captain* position could have several interested and eligible candidates.

Since the EMS Training role would transfer to the *EMS Captain*, capacity within the *Training Captain* would increase thus not suffering when losing the *Administrative Training Assistant*. The administrative job tasks would be managed along with fire training activities. This will then create a job opening for the Department's *Training Captain*.



Budgetary Impact:

See attached documentation.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Battalion Chief - Department of Fire and EMS - Captain Eric Dauer - \$36.08 per hour
Recommend approval of all consent items.

Rationale:
The recommendation to promote Captain Eric Dauer to Battalion Chief in the department’s Operations Bureau is to fill the vacancy created by the promotion of Assistant Chief Shane Packer. Captain Eric Dauer was the successful candidate following an internal and competitive process. Contingent upon the adoption of the motion to promote Captain Eric Dauer, he would assume the role of Battalion Chief at an hourly rate of \$36.08 effective March 5, 2023.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Fire Captain - Department of Fire and EMS - Lieutenant Ryan Frank and Lieutenant Scott Becker - \$34.51 per hour

Recommend approval of all consent items.

Rationale:
The recommendation to promote Lieutenant Ryan Frank and Lieutenant Scott Becker to the position of Fire Captain in the Operations Bureau is to fill current vacancies. Contingent upon the adoption of the motion to promote Lieutenant Ryan Frank and Lieutenant Scott Becker, they would assume the role of Fire Captain at an hourly rate of \$34.51 effective February 19, 2023.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Fire Lieutenant - Department of Fire and EMS - Firefighter/Paramedic Alex Siemer and Firefighter/Paramedic David Derbyshire - \$32.94 per hour

Recommend approval of all consent items.

Rationale:

The recommendation to promote Firefighter/Paramedic Alex Siemer and Firefighter/Paramedic David Derbyshire to the position of Fire Lieutenant in the Operations Bureau is to fill current vacancies. Contingent upon the adoption of the motion to promote Firefighter/Paramedic Siemer and Firefighter/Paramedic Derbyshire, they would assume the role of Fire Lieutenant at an hourly rate of \$32.94 effective February 19, 2023.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Nolan Thorner - \$20.86 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 individual:

- Nolan Thorner

The wage for this job is \$20.86 per hour. Contingent upon Board approval, Nolan Thorner would be eligible to begin work on February 19, 2023.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - EMS Coordinator - Department of Fire and EMS - Administrative Training Assistant Jennifer Ploeger - \$30.88 per hour

Recommend approval of all consent items.

Rationale:

The promotion of Jennifer Ploeger from the Administrative Training Assistant role to an EMS Coordinator role is multifaceted. First, the hiring of a Fire Department Executive Assistant allowed a role and responsibility shift from the Administrative Training Assistant. Some of those duties include, but are not limited to, hiring responsibilities, public records requests, and a host of secretarial duties.

Secondly, the EMS Division is in need of additional support. Specifically, there is needed support in program development and implementation, training, policy development, and data analysis. This has become particularly important as we look to enhance the quality of our EMS delivery system. The new EMS Coordinator role would assume these needed responsibilities. The capacity to do so comes from the shift of job responsibilities from the Administrative Training Assistant to the Executive Assistant. Hence, the promotion of Jennifer Ploeger to EMS Coordinator at an hourly rate of \$30.88 per hour.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Full-Time Firefighter/Paramedic - Department of Fire and EMS - Ed Shannon - \$24.72 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 individual:

- Ed Shannon.

The wage for this job is \$24.72 per hour. Contingent upon Board approval, Ed Shannon would be eligible to begin work on February 19, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval Click or tap here to enter text.
☐ Reconfiguration of position - Date of Trustee Approval Click or tap here to enter text.
☒ Replacement existing vacancy 2/14/2023

Job Code: 1209 FT Firefighter Position Number: 2255 - FT Firefighter

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: Edward Shannon

Hourly rate: \$24.72 per Hour

Employee Supervisor: Chief M. Allen Walls

Min/Max hours/week: 52

Proposed start date: 02/20/2023

Eligibility Date: 02/20/2023

Tentative schedule of hours: Click or tap here to enter text.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Click or tap here to enter text.

Department Head Name: Chief M. Allen Walls

Signature: Click or tap here to enter text.

Date: 02/06/2023

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: 2/20/2023

Administrator Signature: Click or tap here to enter text.

Date: 2/8/23

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: Click or tap here to enter text.

Date posting closed: Click or tap here to enter text.

Interview Committee: Chief M. Allen Walls, AC Will Mueller, AC Shane Packer, DC Brad Miller

Interview dates: 01/24/2022

Number of applications: Click or tap here to enter text.

Number of candidates interviewed: Click or tap here to enter text.

CONSENT ITEMS

Department: Police

Department
Director: Ed Cordie

Strategic Plan Strategic Goal #1: Continue to Provide High Quality Safety Services
Goal:

Promotion - Lieutenant - Police Department - Sgt. Jamie Penley - \$50.00 per hour

Recommend approval of all consent items.

Rationale:

The position of Lieutenant was posted, applications were received and interviews conducted. Sergeant Jamie Penley was selected.

The wage for this position is \$50.00 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023. This position will carry a one-year probationary period. Upon successful completion of his probationary year, the wage for this position will be \$53.00 per hour.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Lieutenant - Police Department - Sgt. Jon Middendorf - \$50.00 per hour
Recommend approval of all consent items.

Rationale:
The position of Lieutenant was posted, applications were received and interviews conducted. Sergeant Jon Middendorf was selected.

The wage for this position is \$50.00 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023. This position will carry a one-year probationary period. Upon successful completion of his probationary year, the wage for this position will be \$53.00 per hour.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Sergeant - Police Department - Officer Zach Meyer - \$43.62 per hour
Recommend approval of all consent items.

Rationale:
The position of Sergeant was posted, applications were received and interviews conducted. Police Officer Zach Meyer was selected.

The wage for this job is \$43.62 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Sergeant - Police Department - Officer William Hane - \$43.62 per hour
Recommend approval of all consent items.

Rationale:
The position of Sergeant was posted, applications were received and interviews conducted. Police Officer Bill Hane was selected.

The wage for this job is \$43.62 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.

CONSENT ITEMS

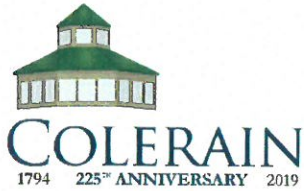
Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Anthony Mountjoy - \$37.50 per 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: Anthony Mountjoy.

The wage for this job is \$37.50 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.



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 2/14/2023

Job Code: 146 – Uniformed Police Officer Position Number: 4022 - 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: Anthony Mountjoy

Hourly rate: \$37.50 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

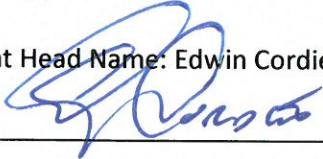
Proposed start date: 2/22/2023 Eligibility Date: 02/22/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

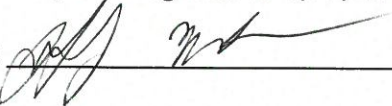
Signature: 

Date: 2/9/2023

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: 2/22/2023

Administrator Signature: 

Date: 2/10/23

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, William Hane, Kelley Hopewell

Interview dates: 1/11/2023

Number of applications: 85+

Number of candidates interviewed: 65+

CONSENT ITEMS

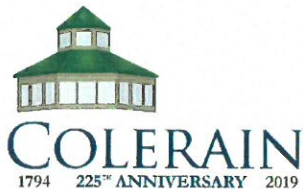
Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Logan Kestermann - \$33.65 per 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: Logan Kesterman.

The wage for this job is \$33.65 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.



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 2/14/2023

Job Code: 146 – Uniformed Police Officer Position Number: 4020 - 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: Logan Kestermann

Hourly rate: \$33.65 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

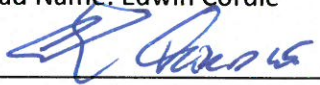
Proposed start date: 2/22/2023 Eligibility Date: 02/22/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

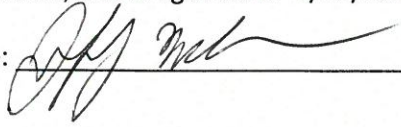
Signature: 

Date: 2/9/2023

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: 2/22/2023

Administrator Signature: 

Date: 2/10/23

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, William Hane, Kelley Hopewell

Interview dates: 1/11/2023

Number of applications: 85+

Number of candidates interviewed: 65+

CONSENT ITEMS

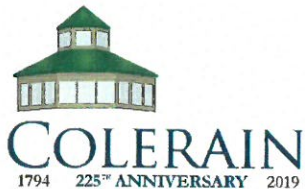
Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Tyler Large - \$33.65 per 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 Large.

The wage for this job is \$33.65 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.



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 2/14/2023

Job Code: 146 – Uniformed Police Officer Position Number: 4021 - 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 Large

Hourly rate: \$33.65 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

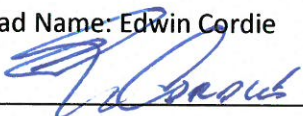
Proposed start date: 2/22/2023 Eligibility Date: 02/22/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

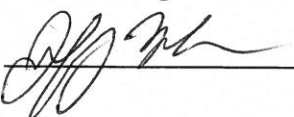
Signature: 

Date: 2/9/2023

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: 2/22/2023

Administrator Signature: 

Date: 2/10/23

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, William Hane, Kelley Hopewell

Interview dates: 1/11/2023

Number of applications: 85+

Number of candidates interviewed: 65+

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Cadet - Police Department - Jack Yelmgren - \$15.00 per hour
Recommend approval of all consent items.

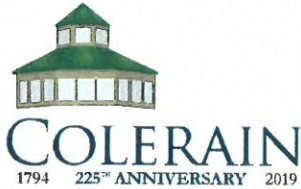
Rationale:

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

Jack comes to the Police Department as a new hire who is currently attending Scarlet Oaks Police Academy. Caleb will start with the Police Department as a Police Cadet. He will hold this role of Police Cadet until completion of the required OPOTA courses and the final state test.

The wage for this job is \$15.00 per hour for 30 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 19, 2023.

Upon passing the state of Ohio OPOTA test, Jack will assume the role of a Police Officer. The wage for this job is \$33.65 per hour for 40 hours per week.



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 2/14/2023

Job Code: 146-Unif. – Police Cadet Position Number: 4045 – Police Cadet

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: Jack Yelmgren

Hourly rate: \$15.00 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

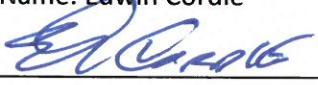
Proposed start date: 2/22/2023 Eligibility Date: 2/22/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

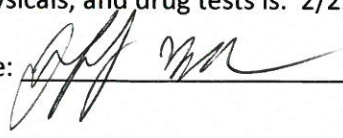
Signature: 

Date: 2/9/2023

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: 2/22/2023

Administrator Signature: 

Date: 2/10/23

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, Heather Mason, Alex Meloy, William Hane, Kelley Hopewell

Interview dates: 11/22/2022

Number of applications: 85+

Number of candidates interviewed: 65+

CONSENT ITEMS

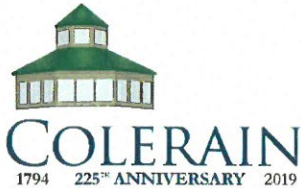
Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Records Clerk - Police Department - Megan Godbey - \$15.00 per hour
Recommend approval of all consent items.

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

The wage for this job is \$15.00 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on February 19, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Reconfiguration of position - Date of Trustee Approval [Click or tap here to enter text.](#)
☒ Replacement existing vacancy 2/14/2023

Job Code: 152-Police Clerk

Position Number: 4106 - Police Clerk

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: Megan Godbey

Hourly rate: \$15.00 Employee Supervisor: Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 02/21/2023

Eligibility Date: 02/21/2023

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

Does this position supervise staff? ☐ Yes ☒ No

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

Department Head Name: Edwin C. Cordie III

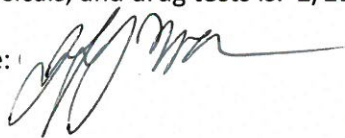
Signature: [Click or tap here to enter text.](#)

Date: 2/9/2023

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: 2/21/2023

Administrator Signature: 

Date: 2/10/23

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: Supervisor Kelley Hopewell, Nancy Spears, Officer Zach Getz

Interview dates: 1/3/23

Number of applications: 23

Number of candidates interviewed: 19

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Joan Liebenthal - \$100.00 (Cash)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$100.00 donation (Cash) from resident Joan Liebenthal in appreciation for the service provided by the Department of Fire and EMS.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Paul and Lindsey Applegate - \$150.00 (Kroger Gift Card)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$150.00 donation (Kroger Gift Card) from Paul and Lindsey Applegate in appreciation for service provided by the Department of Fire and EMS.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - gWorks - Fleet Maintenance Software - \$4,000 -NoEXP
Recommend approval of all consent items.

Rationale:
Colerain Township entered into an agreement with a company known as PubWorks several years ago. This vendor provided our fleet services division of the fire department with software that allowed them to track inventory, log preventative maintenance, log emergency maintenance, and to develop automatic preventative maintenance schedules. PubWorks is now gWorks and the attached Master Services Agreement & Terms of Service reflects the updated vendor. This cost is less than \$4,000 annually.



MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill

associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

ARTICLE 2: SERVICES; DELIVERABLES

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3: CLIENT OBLIGATIONS

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4: FEES AND EXPENSES

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE

SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9: CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its

disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10: MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

State of OHIO - JN 1/26/23
10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the ~~State of Nebraska~~, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in ~~Lincoln, Nebraska~~, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," "Ordering Documents," "SOWs" shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agreements to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

GIS Workshop, LLC d/b/a gWorks

Client Name*: *Coleman Township, OH*

Sign: *Joseph R. Heieck*

Sign: *[Signature]*

Print Name: **Joseph R. Heieck**

Print Name: *Jeff Weckbach*

Title **President & CEO**

Title *Administrator*

Date: **10/12/2022**

Date: *1/26/23*

Address: **3905 S 148th St., Suite 200,
Omaha, NE 68154**

Address: *4200 Springdale Road
Cincinnati, OH 45251*

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

EXHIBIT A: TERMS OF SERVICE

GIS WORKSHOP LLC, DBA GWORKS

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**
 - (a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.
 - (b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **INDEMNITY.** Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. **CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks
Client Success Department
3905 S. 148th St., Ste 200, Omaha, NE 68144
info@gworks.com
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.

(a) **General.** This Section 21 shall only apply to the automated clearing house (“ACH”) services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub (“HR Hub”) and the finance hub (“Finance Hub”) (collectively “ACH Services”). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries (“Entries”) in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the “NACHA Rules”), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client’s designated account (the “Account”) at Client’s financial institution (“Bank”), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client’s Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client’s Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client’s payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks’ ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client’s behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks’ attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks’ option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

(e) Client Representations and Warranties. Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - Standard - Part Time Fire Life/AD&D
Recommend approval of all consent items.

Rationale:
The Board of Trustees approved a collective bargaining agreement with the Part-Time Firefighters. As part of this agreement, the Township will provide these employees with life insurance and accidental death/dismemberment, which is equivalent to the amount of coverage offered to full-time employees (\$50,000). This agreement amends our current policy to provide coverage for these employees.



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Brent Vogel Jr.
Employee Benefits Service Representative: Tary Paskal-Holbrook
Employee Benefits Sales and Service Office: Cincinnati

Policyholder: Colerain Township
Group Number: 760411

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Amend Life/AD&D Policy

Add a new Member Definition:

- An active Part-Time Firefighter or Paramedic employee of the Employer, with a minimum of one year of service, working 20 or more hours per week

New Class structure will be:

- Class 1: All Members, other than Part-time Firefighters and Paramedics (all benefits and provisions mirror current class)
- Class 2: Part-time Fire Fighters and Paramedics; Eligibility Waiting Period for future new hires: First of the Month following 365 days as a Member, (all other benefits and provisions mirror current class and this class is eligible for Basic Life/AD&D only)
- Waive Eligibility Waiting period for new Class 2 making them eligible for benefits on 2/1/2023
- New Basic Life Rate: \$0.105

*All other rates, benefits and provisions remain the same.

I request that the amendment become effective on 02/01/2023. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

DocuSigned by:
Sign Name: Jeff Weckbach Title: Administrator
72BF3965FE27449
Authorized Representative

Print Name: Jeff weckbach Date: 1/30/2023

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Contract - Seasingood Foundation - Grant for Intern - \$5,760
Recommend approval of all consent items.

Rationale:
The Seasingood Foundation has awarded the Township with a grant for \$5,760 to cover a portion of the cost of the Township's Management Analyst Internship.



Grantee: Colerain Township

Project: 22-024 2023 Internship

Grant Amount: \$5,760.00

In consideration of the grant listed above, we agree to use the funds for the stated purpose and to comply with the following:

GENERAL GRANT TERMS AND CONDITIONS

The Murray and Agnes Seasongood Good Government Foundation requires:

- 1) one or more status reports describing progress made toward achieving the grant's purpose;
 - a) for grants **less than \$10,000**, a single interim report;
 - b) for grants of **\$10,000 or more**, quarterly reports until the project has been completed;
- 2) a final report evaluation of the project after all grant monies have been spent;
- 3) an agreement to make available any record of expenditures in the event the Foundation needs to do a review for audit purposes;
- 4) an agreement to refund any unspent grant money at the conclusion of the project; and
- 5) an agreement not to use the funds for any "political purpose" as defined by the Internal Revenue Code or its regulations.

Jeff Weckbach
Jeff Weckbach (Jan 30, 2023 15:07 EST)

Executive Director/CEO/President

01/30/2023

Date

AUTHORIZATION FOR DIRECT DEPOSIT VIA ACH

The Murray and Agnes Seasongood Good Government Foundation (SGGF) encourages the direct deposit of vendor and grant payments in lieu of mailing paper checks. Please complete, sign, date the form below.

On behalf of Colerain Township
(Your organization's name, including dba)

4200 Springdale Road, Cincinnati, OH 45251
Address (City/State/Zip Code)

I authorize the Murray and Agnes Seasongood Good Government Foundation to credit my (our) account electronically (and, if necessary, electronically debit my (our) account to correct erroneous credits) as follows:

(select one) ☒ **Checking Account** or ☐ **Savings Account**

at the depository financial institution named below ("Depository"). I agree that the ACH transactions I authorize comply with all applicable laws.

Bank/CU Name:

Routing Number:

Account Number:

Email Address for Remittance Details:



I prefer to provide my bank information over the phone. I will call Miranda Walton at 513-401-8582.

I understand that this authorization will remain in full force and effect until I notify SGGF in writing that I wish to revoke this authorization.

Printed Name: Jeff Weckbach

Title: Township Administrator

Signature: Jeff Weckbach
Jeff Weckbach (Jan 30, 2023 15:07 EST)

Date: 01/30/2023

Seasongood Grant Agreement

Final Audit Report

2023-01-30

Created:	2022-11-14
By:	Patrick Points (ppoints@ignitephilanthropy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHvzURVEQ906t9f9Kg7opDfoBkZSuWmkK

"Seasongood Grant Agreement" History

 Document created by Patrick Points (ppoints@ignitephilanthropy.com)
2022-11-14 - 8:23:23 PM GMT

 Document emailed to jweckbach@colerain.org for signature
2022-11-14 - 8:23:38 PM GMT

 Email viewed by jweckbach@colerain.org
2022-11-14 - 9:05:03 PM GMT

 Email viewed by jweckbach@colerain.org
2023-01-30 - 8:06:53 PM GMT

 Signer jweckbach@colerain.org entered name at signing as Jeff Weckbach
2023-01-30 - 8:07:54 PM GMT

 Document e-signed by Jeff Weckbach (jweckbach@colerain.org)
Signature Date: 2023-01-30 - 8:07:56 PM GMT - Time Source: server

 Agreement completed.
2023-01-30 - 8:07:56 PM GMT

CONSENT ITEMS

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Engagement Letter- Plattenburg - Accounting Services - \$3,000

Recommend approval of all consent items.

Rationale:

In 2018, the Township issued \$1,980,000 of Special Obligation Development Revenue Bonds to finance the construction of roadway improvements. The Township engaged Huntington Bank to serve as trustee for the bonds.

Although Huntington manages the funds, the Township is required to report the activity in those accounts as part of its regular reconciliation process. In 2021, it appears that there may have been a variance between what was reported by Huntington and what was posted to the Township's accounting software. There were no variances in 2022.

To determine if there was in fact a variance, and if so how to make the adjustments to correct it, staff sought the assistance of our outside accounting firm, Plattenburg. This engagement letter would authorize them to perform up to \$3,000 of work to resolve the issue and allow the Township to submit its financial statements for 2022 before the deadline at the end of the month.

PLATTENBURG

Certified Public Accountants

February 3, 2023

Jeff McElravy
Finance Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to Colerain Township. Plattenburg will provide accounting services to assist the City with closing the books and other services as needed.

Plattenburg will work under the direction of the Finance Director for a fee ranging from \$1,000 not to exceed \$3,000.

Plattenburg does not guarantee any results. Progress billings will be made monthly and will be payable upon presentation

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter.

Sincerely,

Plattenburg & Associates, Inc.

Plattenburg & Associates, Inc.

Signature

Printed Name

Title

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Terracon - Geotechnical Services at Station 26 Site - \$8,650
Recommend approval of all consent items.

Rationale:
This contract is for soil testing at the proposed Station 26 construction location. The cost of this contract is \$8,650.



611 Lunken Park Dr.
Cincinnati, Ohio 45226
P (513) 321-5816
Terracon.com

January 24, 2023

Colerain Township
Emersion Design LLC
310 Culvert Street Suite 100
Cincinnati, Ohio 45202

Attn: Timothy M. Wiley, RA, NCARB, LEED AP | Principal
P: (513) 254-9821
E: tim.wiley@emersiondesign.com

RE: Proposal for Geotechnical Engineering Services
Colerain Township Fire Station #26
Clara Avenue
Cincinnati, Ohio
Terracon Proposal No. PN1235017

Dear Mr. Wiley:

We appreciate the opportunity to submit this proposal to Emersion Design LLC (Emersion) to provide Geotechnical Engineering services for the above referenced projects. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Terracon Agreement for Services to our office or executing a mutually agreed to Subconsultant Agreement.

Sincerely,
Terracon

Nancy Dendramis, P.E.
Geotechnical Project Engineer

Rajan Viswanathan, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Emersion Design LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Colerain Fire Stations project ("Project"), as described in Consultant's Proposal dated 01/24/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties, *up to no more than \$1,000,000* *now 2/8/23*
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and *up to no more than \$1M* *now 2/8/23* ~~against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions.~~ In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	<u>Coleman Township</u>
By:	<u>Rajan Viswanathan</u> Date: <u>1/24/2023</u>	By:	<u>Jeff Weckbach</u> Date: <u>2/6/23</u>
Name/Title:	Rajan Viswanathan, P.E. / Senior Project Manager-Professional	Name/Title:	<u>Jeff Weckbach</u>
Address:	611 Lunken Park Dr Cincinnati, OH 45226-1813	Address:	<u>4200 Springdale Rd, Cincinnati, OH 45251</u>
Phone:	(513) 321-5816 Fax: (513) 321-0294	Phone:	<u>513-923-5016</u> Fax: <u></u>
Email:	Rajan.Viswanathan@terracon.com	Email:	<u>JWECKBACH@COLEMAN.ORG</u>

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Emersion and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted below. We request Emersion and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal dated 1-12-2023 was provided by Tim Wiley. The request included a site plan with proposed Civil and Structural test boring locations. Colerain Township Fire Station #26 project to include a 18,000 SF single story, slab-on-grade high bay building with four apparatus bays primarily dedicated to house fire trucks and emergency vehicles with limited crew housing and office space. The project also includes: ■ 11-foot x 10-foot dumpster pad ■ 8-foot x 6-foot transformer pad ■ 8-foot x 6-foot generator pad ■ 10-foot x 10-foot generator safety area
Project Description	A detention pond is planned along the east side of the project site with east-west dimension of about 65 feet and north south dimensions of about 130 feet (0.20± acres) and a pond crest elevation of 851 feet. Specific information regarding the depth of the detention pond is not known at the time of this proposal.
Proposed Structure	Single story, high bay, slab-on-grade 18,000 square feet building
Building Construction	Construction: ■ Steel frame, Load bearing masonry walls ■ Slab-on-grade ■ Cast-in-place concrete foundation walls
Finished Floor Elevation	FFE = 859.25 feet based on provided plans
Maximum Loads	Estimated structural loads: ■ Columns: 100 to 150 kips ■ Walls: 4 to 5 kips per linear foot (klf) ■ Slabs: 250 pounds per square foot (psf)
Grading/Slopes	Up to about 7± feet of cut/fill is anticipated to establish final site grades. A 3H:1V slope is anticipated within the proposed detention pond with a maximum height of 4 feet.

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #26 | Clara Avenue, Cincinnati, Ohio

January 24, 2023 | Terracon Proposal No. PN1235017



Item	Description
Below-Grade Structures	Site improvements are expected to include (but not be limited to) culverts, drainage structures, storm drain lines, buried electric lines, fuel tanks, and light pole foundations.
Free-Standing Walls	CMU block dumpster containment wall
Pavements	Paved driveway and parking will be constructed on about 1 acre of the parcel including planned standard- and heavy-duty Portland cement concrete pavements and light-duty asphalt concrete pavement.
Building Code	2018 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel Information	■ The 2.8-acre project site is located on Clara Avenue in Cincinnati, Ohio. ■ Latitude/Longitude (approximate) 39.22205, -84.58428 (See Exhibit D)
Existing Structures/ Conditions	Existing recreation field with bleachers, one-story CMU block out-building, pole lighting, and asphalt parking lot.
Existing Topography	Based on the Hamilton County CAGIS Topographic Survey Map, the site slopes upward from about El. 846 on the east side of the property to about El. 866 feet on the west side of the property.
Site Access	We expect the site, and all exploration locations, will be accessible with our track-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of cohesive residual soils derived from weathered bedrock. Based on USGS Geologic Survey Data, bedrock underlying the overburden is interbedded shale and limestone from the Grant Lake Formation. Depth to bedrock based on USGS maps is anticipated at an elevation between about 800 feet and 850 feet.

Exhibit B –Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field infiltration testing for planned detention pond is beyond the scope of this proposal.

Field Exploration

As requested by Emersion, the field exploration program is expected to consist of 10 borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
5	15 to 20	Building area
4	10	Parking/driveway area
1	10	Detention Pond

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered. Test Borings for the Building will penetrate existing fill and terminate in competent natural soils or bedrock.
2. The planned boring locations are shown on the attached **Exhibit E Anticipated Exploration Plan**

Boring Layout and Elevations: The test borings will be located in readily accessible areas of the site. We will use handheld GPS equipment to locate borings with an estimated accuracy of +/-5 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a track-mounted drill rig using hollow stem augers, and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #26 | Clara Avenue, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235017



will observe and record groundwater levels in the boreholes during drilling and sampling. Longer-term groundwater observations are beyond the scope of this proposal.

Rock coring is not included in the scope of this study. Bedrock, if encountered, will be sampled by augering into the bedrock and overdriving the split-spoon sampler to obtain a sample.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

Upon completion, borings will be backfilled with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. **Clearing of vegetation for drilling equipment access is beyond the scope of this proposal.**

Borings located in pedestrian areas will be plugged at the surface with concrete mix. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protective Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Ohio Utility Protection Service (OUPS). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #26 | Clara Avenue, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235017



Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

Unless noted otherwise, private utility locating services will be by non-invasive means, such as GPR and EM. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service by Terracon would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

The Test Borings will be located in readily accessible areas of the site. **Site clearing for development of access for drilling equipment is not included in our Scope of Services.**

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests will depend on the encountered conditions and be defined after completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Organic content
- Atterberg limits
- Unconfined compression

Our laboratory testing program includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe

and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes. Boring log rock classification is determined using the Terracon's Description of Rock Properties, which will be included in the report appendix.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Site Location and Exploration Plans
- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation
- Recommendations for pavement design parameters (estimates for CBR and modulus of subgrade reactions based on published correlations. Laboratory testing and design of pavement sections is beyond scope of this proposal).

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #26 | Clara Avenue, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235017



When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. We can provide services to address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task	Lump Sum Fee ^{1,2}
Subsurface Exploration (135 LF Drilling) Laboratory Testing, Geotechnical Analysis and Reporting	\$ 8,650
Private Utility Locate Service ³	\$1,200 (estimated)

1. The lump sum fee considers one drill rig mobilization to the area (drilling for Fire Station 26 and 102 to be performed during one mobilization to area). A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 30 days from the date of the proposal.
3. Should Terracon be requested by Client/Owner to provide Private Utility locate, we will obtain fee estimates from a Utility Locate subcontractor for authorization.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. Invoices will be submitted monthly based on the approximate percentage of services completed to date.

If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. Our scope includes our attendance at one meeting to discuss the findings and recommendations of our report. Follow-up project calls, meetings, or other consultation outside the scope of services of this proposal will be invoiced at the following hourly rates. For all other additional services, a supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Item	Rate
Senior Associate/Principal Engineer	\$205/hr
Senior Engineer	\$190/hr
Project Engineer	\$150/hr
Staff Engineer/Geologist	\$125/hr

Mileage	\$1/mile
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Project Schedule

We developed a tentative schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations.

Delivery on Client Portal	Schedule (both sites combined) ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Drill Rig Mobilization	10-12 days after notice to proceed (weather permitting)
Field Exploration	2 working days after mobilization (weather permitting)
Site Characterization	10-12 days after completion of field program
Geotechnical Engineering	12-15 days after completion of field program
Final Completion	30 to 35 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard business days. We will maintain an activities calendar within our **Client Portal**. The schedule will be updated with our plan for delivery.

We will work closely with the design Team in providing preliminary Test Boring Logs, identifying key geotechnical considerations and providing preliminary geotechnical design recommendations prior to issue of the final report.

Exhibit D-Site Location



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan with Project Overlay



CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Terracon - Geotechnical Services at Station 102 Site - \$8,650
Recommend approval of all consent items.

Rationale:
This contract is for soil testing at the proposed Station 102 construction location. The cost of this contract is \$8,650.



611 Lunken Park Dr.
Cincinnati, Ohio 45226
P (513) 321-5816
Terracon.com

January 24, 2023

Colerain Township
Emersion Design LLC
310 Culvert Street Suite 100
Cincinnati, Ohio 45202

Attn: Timothy M. Wiley, RA, NCARB, LEED AP | Principal
P: (513) 254-9821
E: tim.wiley@emersiondesign.com

RE: Proposal for Geotechnical Engineering Services
Colerain Township Fire Station #102
Generation Drive
Cincinnati, Ohio
Terracon Proposal No. PN1235018

Dear Mr. Wiley:

We appreciate the opportunity to submit this proposal to Emersion Design LLC (Emersion) to provide Geotechnical Engineering services for the above referenced projects. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Terracon Agreement for Services to our office or executing a mutually agreed to Subconsultant Agreement.

Sincerely,
Terracon

Nancy Dendramis, P.E.
Geotechnical Project Engineer

Rajan Viswanathan, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Emersion Design LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Generation Drive Colerain Fire Department project ("Project"), as described in Consultant's Proposal dated 01/25/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties. *up to \$1,000,000* *1/25 2/18/23*
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against ~~legal liability for claims, losses, damages,~~ and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project. *P to no more than 4/1/24* *1/25 2/18/23*
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	<u>Coleman Township</u>
By:	<u>Rajan Viswanathan</u> Date: 1/24/2023	By:	<u>Jeff Weckbach</u> Date: <u>2/6/23</u>
Name/Title:	Rajan Viswanathan, P.E. / Senior Project Manager-Professional	Name/Title:	<u>Jeff Weckbach, Administrator</u>
Address:	611 Lunken Park Dr Cincinnati, OH 45226-1813	Address:	<u>4200 Springdale Rd., Cincinnati, OH 45251</u>
Phone:	(513) 321-5816 Fax: (513) 321-0294	Phone:	<u>513-923-5016</u> Fax:
Email:	Rajan.Viswanathan@terracon.com	Email:	<u>JWECKBACH@COLEMAN.ORG</u>

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Emersion and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted below. We request Emersion and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal dated 1-12-2023 was provided by Tim Wiley. The request included a site plan with proposed Civil and Structural test boring locations. Colerain Township Fire Station #102 project to include a 15,000 SF single story, slab-on-grade high bay building with four apparatus bays primarily dedicated to house fire trucks and emergency vehicles with limited crew housing and office space. The project also includes: ■ 11-foot x 10-foot dumpster pad ■ 8-foot x 6-foot transformer pad ■ 8-foot x 6-foot generator pad ■ 10-foot x 10-foot generator safety area
Project Description	A detention pond (0.22± acres) with an irregular L-shape footprint is planned within the east portion of the project site with a maximum east-west dimension of about 100 feet and a maximum north-south dimension of about 140 feet and a pond crest elevation of 888.0 feet. Specific information regarding the depth of the detention pond is not known at the time of this proposal.
Proposed Structure	Single story, high bay, slab-on-grade 15,000 square feet building
Building Construction	Construction: ■ Steel frame, Load bearing masonry walls ■ Slab-on-grade ■ Cast-in-place concrete foundation walls
Finished Floor Elevation	FFE = 894.55 feet based on provided plans
Maximum Loads	Estimated structural loads: ■ Columns: 100-150 kips ■ Walls: 4 to 5 kips per linear foot (klf) ■ Slabs: 250 pounds per square foot (psf)

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #102 | Generation Drive, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235018



Item	Description
Grading/Slopes	Up to about 7± feet of cut/fill is anticipated to establish final site grades. A 3H:1V slope is anticipated within the proposed detention pond with a maximum height of 4 feet.
Below-Grade Structures	Site improvements are expected to include (but not be limited to) culverts, drainage structures, storm drain lines, buried electric lines, fuel tanks, and light pole foundations.
Free-Standing Walls	CMU block dumpster containment wall
Pavements	Paved driveway and parking will be constructed on about 0.6 acres of the parcel including planned standard- and heavy-duty Portland cement concrete pavements and light-duty asphalt concrete pavement.
Building Code	2018 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel Information	- The 3-acre project site, respectively, is located on Generation Drive in Cincinnati, Ohio. - Latitude/Longitude (approximate) 39.26251, -84.60089 (See Exhibit D)
Existing Structures/Conditions	Vegetated vacant lot with mature trees
Existing Topography	Based on the Hamilton County CAGIS Topographic Survey Map, the construction footprint area slopes upward from about El. 888 feet on the east side of the property to about El. 892 feet on the west side of the property.
Site Access	We expect the site, and all exploration locations, will be accessible with our track-mounted drilling equipment and support vehicles. <i>Some site clearing may be required.</i>
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of cohesive glacial till deposits. Based on USGS Geologic Survey Data, bedrock underlying the overburden is interbedded shale and limestone from the Waynesville Formation. Top of bedrock based on USGS maps is anticipated at an elevation between about 850 feet to about 900 feet.

Exhibit B –Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field infiltration testing for planned detention pond is beyond the scope of this proposal.

Field Exploration

As requested by Emersion, the field exploration program is expected to consist of 8 borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
4	15 to 20	Building area
3	10	Parking/driveway area
1	10	Detention Pond

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered. Test Borings for the Building will penetrate existing fill and terminate in competent natural soils or bedrock.
2. The planned boring locations are shown on the attached **Exhibit E Anticipated Exploration Plan**.

Boring Layout and Elevations: The test borings will be located in readily accessible areas of the site. We will use handheld GPS equipment to locate borings with an estimated accuracy of +/-5 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a track-mounted drill rig using hollow stem augers, and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels in the boreholes during drilling and sampling. Longer-term groundwater observations are beyond the scope of this proposal.

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #102 | Generation Drive, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235018



Rock coring is not included in the scope of this study. Bedrock, if encountered, will be sampled by augering into the bedrock and overdriving the split-spoon sampler to obtain a sample.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

Upon completion, borings will be backfilled with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. **Clearing of vegetation for drilling equipment access is beyond the scope of this proposal.**

Borings located in pedestrian areas will be plugged at the surface with concrete mix. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protective Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Ohio Utility Protection Service (OUPS). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #102 | Generation Drive, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235018



Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

Unless noted otherwise, private utility locating services will be by non-invasive means, such as GPR and EM. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service by Terracon would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

The Test Borings will be located in readily accessible areas of the site. **Site clearing for development of access for drilling equipment is not included in our Scope of Services.**

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests will depend on the encountered conditions and be defined after completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Organic content
- Atterberg limits
- Unconfined compression

Our laboratory testing program includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe

and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes. Boring log rock classification is determined using the Terracon's Description of Rock Properties, which will be included in the report appendix.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Site Location and Exploration Plans
- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation
- Recommendations for pavement design parameters (estimates for CBR and modulus of subgrade reactions based on published correlations. Laboratory testing and design of pavement sections is beyond scope of this proposal).

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #102 | Generation Drive, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235018



When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. We can provide services to address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task	Lump Sum Fee ^{1,2}
Fire Station #102 Subsurface Exploration (110 LF Drilling), Laboratory Testing, Geotechnical Analysis and Reporting	\$ 7,100
Private Utility Locate Service ³	\$950 (estimated)

1. The lump sum fee considers one drill rig mobilization to the area (drilling for Fire Station 26 and 102 to be performed during one mobilization to area) and no unexpected onsite delays. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 30 days from the date of the proposal.
3. Should Terracon be requested by Client/Owner to provide Private Utility locate, we will obtain fee estimates from a Utility Locate subcontractor for authorization.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. Invoices will be submitted monthly based on the approximate percentage of services completed to date.

If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. Our scope includes our attendance at one meeting to discuss the findings and recommendations of our report. Follow-up project calls, meetings, or other consultation outside the scope of services of this proposal will be invoiced at the following hourly rates. For all other additional services, a supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Item	Rate
Senior Associate/Principal Engineer	\$205/hr
Senior Engineer	\$190/hr
Project Engineer	\$150/hr

Proposal for Geotechnical Engineering Services

Colerain Township Fire Station #102 | Generation Drive, Cincinnati, Ohio
January 24, 2023 | Terracon Proposal No. PN1235018



Item	Rate
Staff Engineer/Geologist	\$125/hr
Mileage	\$1/mile

Project Schedule

We developed a tentative schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations.

Delivery on Client Portal	Schedule (both sites combined) ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Drill Rig Mobilization	10-12 days after notice to proceed (weather permitting)
Field Exploration	2 working days after mobilization (weather permitting)
Site Characterization	10-12 days after completion of field program
Geotechnical Engineering	12-15 days after completion of field program
Final Completion	30 to 35 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard business days. We will maintain an activities calendar within our **Client Portal**. The schedule will be updated with our plan for delivery.

We will work closely with the design Team in providing preliminary Test Boring Logs, identifying key geotechnical considerations and providing preliminary geotechnical design recommendations prior to issue of the final report.

Exhibit D-Site Location (Fire Station #102)



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - Axon - Redaction Software Trial - \$0
Recommend approval of all consent items.

Rationale:
The attached is a no cost agreement with Axon to allow our Police Department to test their video redaction technology for a period of 90 days.



Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by Agency.¹ The Trial Period is 30 days unless extended by Axon.

1. Trial Kit. The Trial Kit may include the following:

Qty. _____	73210 – Axon Body 3 T&E Kit
Qty. _____	74213 – Axon Body 3 – 1 Bay Dock, T&E
Qty. _____	74212 – Axon Body 3 – 8 Bay Dock, T&E
Qty. _____	11530 – Axon Flex 2 T&E Kit
Qty. _____	11541 – Axon Flex 2 Single-Bay Dock
Qty. _____	11542 – Axon Flex 2 Six-Bay Dock
Qty. _____	20025 – TASER 7 CEW
Qty. _____	20026 – TASER 7 Dock
Qty. _____	80088 – TASER 7 T&E Target
Qty. _____	11007 – X26P CEW T&E Kit
Qty. _____	22004 – X2 CEW T&E Kit
Qty. _____	100149 Axon Fleet 3 T&E Kit
Qty. _____	11524 – Axon Signal
Qty. _____	11559 – T&E, PPM, Signal
Qty. _____	71043 – Axon Signal Sidearm
Qty. _____	20209 – TASER 7 CQ T&E Handle Kit
Qty. _____	50031 – T&E - Axon Interview Mobile Kit
Qty. _____	100374 T&E Axon Full VR Kit
Qty. _____	Axon Evidence (Evidence.com)
Qty. _____	Attorney Premier
Qty. _____	Fleet in a Box
Qty. _____	Trial - Axon Redaction Assistant
Qty. _____	Trial - Axon Performance
Qty. _____	Trial - Axon Auto-Tagging
Qty. _____	Trial - Axon Citizen for Communities
Qty. _____	Trial - Axon Respond Device License +
Qty. _____	Trial - Axon Air License
Qty. _____	Axon Fleet 3 ALPR
Qty. _____	Axon Respond for Axon Fleet
Qty. _____	Trial - Axon Auto-Transcribe
Qty. _____	Trial - Third Party Video Support

Axon may limit the number of Trial Kits Agency receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal.

2. Agency Obligations. Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period. For Trial Kits that contain a conducted energy weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request by Axon, Agency agrees to cooperate and participate in a case study involving the Trial Kit and Agency's use of the Trial Kit. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Agency's trial includes Axon Fleet, and Agency is using wireless offload, then Agency is responsible for providing either a cellular SIM card or wireless network at Agency. For use of Axon Performance, Axon may need to access and store Agency's call for service records.

3. Return of Product. Agency agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the Trial Period, Axon will invoice Agency the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping. Agency will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Agency if there is damage beyond normal wear and tear.

Before Agency returns the Trial Kit, it is Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Agency will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. Within 30 days of the Trial Period ending, Agency may request Axon make available to Agency for download Agency data that Agency uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit. Agency will not directly or indirectly cause any proprietary rights to be violated.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement. This Agreement, including the attached Axon Evidence Terms of Use Appendix, Axon Auto-Tagging Appendix, Axon Respond Appendix, Axon Auto-Transcribe Appendix, and Axon Fleet Appendix (to the extent such appendices are applicable), contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of February 9, 2023

Agency Name: Colesain Township

Signature: [Signature]

Printed Name: Jeff Wedelbach

Title: Administrator

Phone: 513-385-7500 E-mail: JWEDLBACH@Colesain.org

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

Non-Axon trademarks are property of their respective owners.

□ ▲, ▲ AXON, Axon, Axon Evidence, Axon Flex, Axon Fleet, Axon Respond, X2, X26P, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other

Title: General Field Trial Agreement for All Products (30 Days)

Department: Legal

Version: 20.0

Release Date: 1/9/2023

Axon Evidence (Evidence.com) Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within a Customer's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Axon Devices" means physical devices from Axon, including TASER Smart Weapons and Cartridges, Axon Docks, Axon Cameras, and Axon Signal.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Products and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Access Rights.** Agency will have access and use of Axon Evidence for the storage and management of Agency Content during the Trial Period.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Data Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

6 **Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

7 **Suspension of Axon Evidence Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Axon Evidence Services (i) poses a security risk to the Axon Evidence Services or any third party, (ii) may adversely impact the Axon Evidence Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Axon Evidence as a result of a suspension, except as specified elsewhere in this Agreement.

8 **License Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 8.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
- 8.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
- 8.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 8.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
- 8.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
- 8.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
- 8.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 2.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 2.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 2.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 2.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 2.5. Promptly install and implement any and all software updates provided by Axon;
 - 2.6. Ensure that all appropriate data backups are performed;
 - 2.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 2.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 2.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 2.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 3 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Respond Appendix

- 1 **Scope of Axon Aware.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs. In the event Agency does not stop using Axon Respond at the end of the Trial Period, Axon may charge Agency for continued use.
- 2 **LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 3 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services license, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe.

Axon Auto-Transcribe minutes expire one year after being granted.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the amounts allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding purchased amounts.
- 3) **Axon Auto-Transcribe On Demand.** Upon Axon granting Agency an On Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant accuracy of Axon Auto-Transcribe.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - PowerDMS - Police Training Software - \$117.65
Recommend approval of all consent items.

Rationale:
PowerDMS is the software platform that is used by all Police Officers for internal procedures and for trainings. This increase is to accommodate the additional slots approved as part of the 2023 budget.

Contract Details

Account Number: A-1044
Customer: Colerain Township Police Department (OH)
Sales Rep: Kelly Kyle

Order Details

Order #: Q-203331
Order Date: 2/8/2023
Valid Until: 2/8/2023
Subscription Start Date: 2/8/2023
Subscription Term (months):

Customer Contact

Billing Contact: Colerain Township Police Department (OH)
Nancy Spears
Address: 4200 Springdale Road
Cincinnati, OH 45251

Billing Contact Email: nspears@colerain.org
Phone: 513-245-6600
Fax:

Payment Terms

Payment Term: Net 30

Notes: Move to 80-89 license tier

PO Number:

Subscription Service

Item	Type	Start Date	End Date	Qty	Pro-rated Price	Total
PowerPolicy Professional Subscription	Recurring	2/8/2023	10/9/2023	10	\$117.65	\$117.65
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	2/8/2023	10/9/2023	10	\$0.00	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
TOTAL:						\$117.65

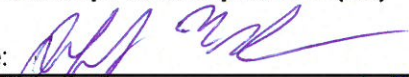
This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Accepted and Agreed By Authorized Representative of:
Colerain Township Police Department (OH)

Signature: 

Printed Name: Jeff Weckbach

Title: Administrator

Date 2/9/23

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL