

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

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

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Presentation by Hamilton County R3Source on 15-Year Solid Waste Plan Update
 - b. Presentation by Chief Walls Introducing and Swearing-in Newly Promoted Employees
 - c. Presentation by Chief Cordie Introducing and Swearing-in Newly Promoted Officers
 - d. Presentation by Chief Cordie Introducing and Swearing-in Newly Hired Officers
7. **Public Hearings**
 - a. Public Hearing for Zoning Commission Case ZA2023-01: Major Amendment to ZA2005-003, 3711 Stone Creek Blvd., parcel 510-0111-0316-00, to permit the use of "Automotive Service" in a PD-B Planned Development - Business.
 - b. Public Hearing for Text Amendments: Fireworks, Medical Marijuana and Micro-Breweries / Micro-Distilleries
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - b. Resolution Declaring a Junk Motor Vehicle - 2565 Royal Heights Dr. - 1 of 9
 - c. Resolution Declaring a Junk Motor Vehicle - 2735 Legrove Circle - 2 of 9
 - d. Resolution Declaring a Junk Motor Vehicle - 2936 Willow Ridge Dr. - 3 of 9
 - e. Resolution Declaring a Junk Motor Vehicle - 2945 Willow Ridge Dr. - 4 of 9
 - f. Resolution Declaring a Junk Motor Vehicle - 3740 West Galbraith Rd. - 5 of 9
 - g. Resolution Declaring a Junk Motor Vehicle - 8941 Pippin Rd. - 6 of 9

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- h. Resolution Declaring a Junk Motor Vehicle - 9488 Pippin Rd. - 7 of 9
- i. Resolution Declaring a Junk Motor Vehicle - 9763 Dunraven Dr. - 8 of 9
- j. Resolution Declaring a Junk Motor Vehicle - 9844 Pippin Rd. - 9 of 9
- k. Motion to Issue a Noise Resolution Permit to McDogs Lakeside Saloon
- l. Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Axon Enterprise, Inc.
- m. Motion to Authorize the Township Administrator to Execute a Purchase Agreement and related documents with Recherche Kennels
- n. Motion to Authorize Township Administrator to Execute Agreement with Police Department Rotation Wreckers Establishing Impound Fees for 2023 through 2025
- o. Motion Authorizing the Township Administrator to Execute an Addendum to a Contract with Northwest Local School District

Public Services

- a. Motion to Approve Additional Appropriations - Landscape Structures Playground Equipment for Phase III of Colerain Park Playground - \$30,500.00
- b. Motion to Authorize the Township Administrator to Execute a Contract with Urban Canopy Works for project oversight of the next Phase of the Street Tree Planting Plan
- c. Motion Authorizing the Township Administrator to Execute a Right of Way Consulting Agreement with OR Colan for the HAM CR90-3.89 Pippin Road Sidewalk Project.
- d. Motion to Issue Request for Proposals regarding Sidewalk Maintenance Program

Development

- a. Motion to Initiate Text Amendment - Recreational Marijuana
- b. Resolution Approving or Denying Zoning Commission Case ZA2023-01: Major Amendment to ZA2005-003, 3711 Stone Creek Blvd., parcel 510-0111-0316-00, to permit the use of "Automotive Service" in a "PD-B" Planned Development - Business.
- c. Resolution Approving or Denying Text Amendments to the Colerain Township Zoning Resolution for Fireworks.
- d. Resolution Approving or Denying Text Amendments to the Colerain Township Zoning Resolution for Medical Marijuana.
- e. Resolution Approving or Denying Text Amendments to the Colerain Township Zoning Resolution for Micro-Breweries / Micro-Distilleries.
- f. Motion to Withdraw Award of Contract for Demolition of Up to Three Properties from Battle Ax Construction

- g. Motion to Accept Bid by Rock Solid Construction for the Demolition of Three (3) buildings that have become unsafe, insecure and unfit for human habitation

Administration

- a. Motion to Authorize the Administrator to Accept a Quote for Service- Secure Cyber Defense- FortiSwitch Refresh Project
- b. Resolution Adopting Permanent Appropriations
- c. Resolution to Amend Telecommunications Policy
- d. Motion to Modify Rules of Procedure and Conduct for Board of Trustee Meetings
- e. Motion to Amend Capital Project - Colerain Avenue Sidewalks - Jonrose to Shadycrest to \$2,100,000
- f. Motion to Approve Change Order - KZF - Design Services for Colerain Avenue Streetscape Project - \$70,989

12. Old Business

13. Consent Items

- a. Contract - Arcoro - EDI Feed - \$675
- b. Contract - Buckeye Power - Generator Maintenance - \$4,925
- c. Contract - Vistra - Electric Aggregation
- d. Contract - Grant Award from YWCA
- e. Promotion - Training Captain - Department of Fire and EMS - Lieutenant Matt Vangen - \$44.86 per hour
- f. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Samuel Greenlee - \$20.86 per hour
- g. New Hire - Part-time Firefighter/EMT - Department of Fire and EMS - Joshua Ritzenthaler - \$16.99 per hour
- h. New Hire - Police Officer - Police Department - Jessica Meyer - \$40.38
- i. New Hire - Seasonal Maintenance Workers - Public Services - Nolan Worley, Matthew Moore, Jaden Chappelle, Mikayla Baldwin - \$14/hour
- j. Donation Acceptance - Department of Fire and EMS- Anonymous - \$213.00 (Cash)
- k. Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$2,329.86 (Check)
- l. Donation Acceptance - Public Services Department - Heister Insurance Agency, Inc - \$500 (Check - Single Event Sponsor)
- m. Donation Acceptance - Public Services Department - Darcie R. Bradley DMD - \$1,500 (Check - Movie Sponsor)

14. Fiscal Office Report



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Daniel Unger
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FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

15. **Executive Session** – if needed
16. **Adjournment**

PRESENTATIONS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan
Goal:

Presentation by Hamilton County R3Source on 15-Year Solid Waste Plan Update
No action is requested of the Board.

Rationale:

Michelle Balz requested an opportunity to share the updates to the Hamilton County Solid Waste Plan. This is a 15-Year Plan Update. Hamilton County R3Source was formerly known as Hamilton County Recycling and Solid Waste.

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Presentation by Chief Walls Introducing and Swearing-in Newly Promoted Employees

No action is requested of the Board.

Rationale:

Introduce and administer the Oath-of-Office to the department's EMS Coordinator:

- Jennifer Ploeger

Introduce and administer the Oath-of-Office to the department's newest Career Firefighters:

- Nolan Thorner
- Edward Shannon

Introduce and administer the Oath-of-Office to the department's newest Lieutenant:

- Alex Siemer

Introduce and administer the Oath-of-Office to the department's newest Captains:

- Scott Becker
- Ryan Frank

Introduce and administer the Oath-of-Office to the department's newest Battalion Chief:

- Eric Dauer

All were approved for promotion during the February 14, 2023 Board Meeting.

PRESENTATIONS

Department: Police

Department Director: Ed Cordie, Police Chief

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

Presentation by Chief Cordie Introducing and Swearing-in Newly Promoted Officers

No action is requested of the Board.

Rationale:

Chief Cordie will swear-in newly promoted employees:

- Lieutenants: Lieutenant Jamie Penley and Lieutenant Jonathan Middendorf
- Sergeants: Sergeant Zach Meyer and Sergeant William Hane

PRESENTATIONS

Department: Police

Department Director: Ed Cordie, Police Chief

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:

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

- Officer Anthony Mountjoy
- Officer Logan Kestermann



Staff Report:	Zoning Commission
Case #	ZA2023-01
Request:	Major Modification (P.D.P.)
Location:	3711 Stone Creek Blvd.
Meeting Date:	January 17, 2023
Prepared by:	Jarrold Alig Zoning Administrator

Zoning Commission Public Hearing:

On January 17, 2023 the Colerain Township Zoning Commission voted 4-0 to approve with modification the attached proposed Major Amendment to Case No. ZA2005-003 Stone Creek:

1. Resolution – 19-05:
Per Condition #4 - Would require an increase to the permitted “*total building gross square footage area be limited to a maximum of 501,083 ft²*”
2. The Final Development Plan / Zoning Certificate Application shall indicate compliance with all relevant aspects of §12.11 *Architectural Design Standards*, and that variances be granted to any irrelevant aspects (i.e., “Customer Entrances”) as determined by the Zoning Administrator.
3. The Property Owner shall be required to comply with the Strategies / Initiatives listed within the *Land Use* element of the *Colerain Township Comprehensive Plan: Imagine Colerain* as it relates to access management (see pages 44 & 45).
4. Appropriate measures shall be approved by the Colerain Township Zoning Commission for the containment of trash, to include (at a minimum) trash receptacles at each “vacuum stall”.

Applicant / Property Owner:

The applicant Rado Nedkov of CEI Engineering Associates, Inc., representative for the property owner(s), Meijer Stores Limited Partnership, is requesting:

Major Amendment to ZA2005-003 (Stone Creek "Phase I") to allow for the construction of a new carwash.

Proposed Modification:

1. The Applicant is proposing to construct a 4,600 ft² commercial carwash, consisting of a 128 ft car wash tunnel with associated office space, and 18 vacuum spaces.

Site Description:

Tract Size:	17.970 AC (Overall)
	1.191 AC (proposed site)

Frontage:	Approx. 424 feet along Stone Creek Blvd
Topography:	Primarily flat terrain (for area of proposed modification)
Existing Development:	Stone Creek Towne Center.

Surrounding Conditions:

<u>ZONE</u>		<u>LAND USE</u>
North:	“PD-B”	Stone Creek Towne Center
South:	“PD-B”	Stone Creek Towne Center
East:	“PD-B”	Stone Creek Towne Center
West:	“PD-B”	Stone Creek Towne Center

Case Summary:

The Applicant presented to the Zoning Commission via the Informal Concept Review process during the November 15, 2022 meeting.

Case History:

As the premier retail development within Colerain Township, Stone Creek Towne Center has among the most extensive history within Colerain Township.

Staff Findings: (Based on the Applicant’s proposed site plan and justification letter, Staff’s interpretation of the Colerain Township Board of Trustees Resolution approving the Zoning Map Amendment, the Colerain Township Zoning Resolution, the Review Criteria, Approval Criteria, and the Comprehensive Plan as listed above.)

Staff’s opinion is that the proposed modification to the existing Preliminary Development Plan would meet ***most*** criteria listed within the stated purpose of §9.3.1 (the possible exception being “(D) Obtain creative and coordinated designs in harmony with surrounding uses...” related to the color scheme of the proposed structure as was noted during the November meeting.) With the inclusion of the conditions listed below, it is Staff’s opinion that the proposed development would be beneficial to Colerain Township.

Staff recommends for APPROVAL of the proposed Modifications as submitted with the following conditions:

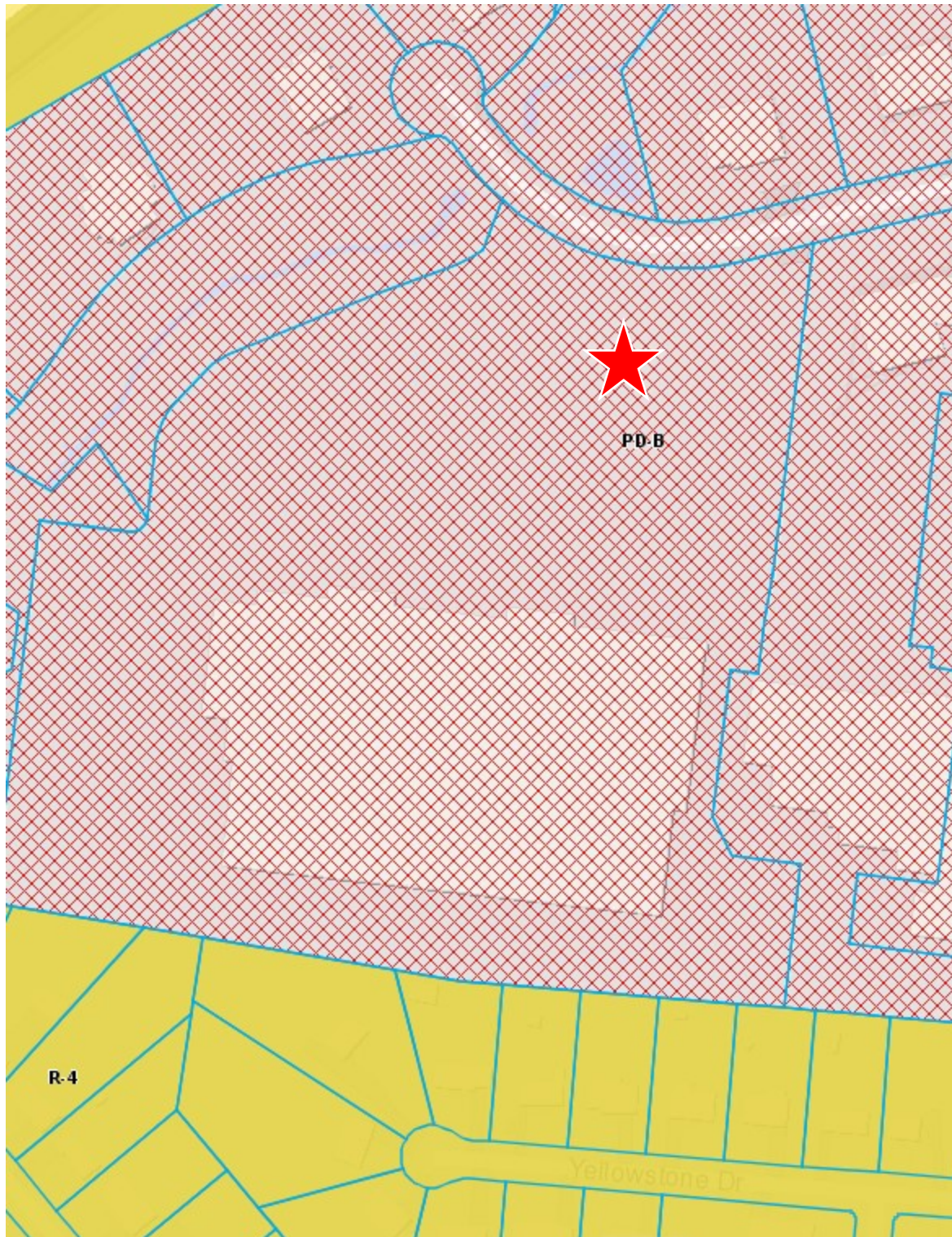
1. Resolution – 19-05:
Per Condition #4 - Would require an increase to the permitted “total building gross square footage area be limited to a maximum of 501,083 ft²”
2. The Final Development Plan / Zoning Certificate Application shall indicate compliance with all relevant aspects of §12.11 *Architectural Design Standards*, and that variances be granted to any irrelevant aspects (i.e., “Customer Entrances”) as determined by the Zoning Administrator.

3. Per §13.4.2; (B); Sidewalks be required.
4. Per §13.4.2; (C); Walkway Connections to Public Sidewalks be required
5. Per §13.4.3 *Design Standards*; (A); - a one (1) foot variance to the required length of parking stalls be granted to permit the proposed 18ft parking length stalls.
6. The Property Owner shall be required to comply with the Strategies / Initiatives listed within the *Land Use* element of the *Colerain Township Comprehensive Plan: Imagine Colerain* as it relates to access management (see pages 44 & 45).

“NORTHERN COLERAIN AVENUE (STRUBLE TO COMPTON):

- *This portion of the Corridor is very auto oriented with 4 major nodes of mostly retail activity. These nodes of retail activity are not very well connected, even by automobile. The community has specifically identified the need for a better connection between the Stone Creek Towne Center and Kroger/ Northgate Mall.*
- *Access management should continue to be a focus as the Corridor redevelops over time. Identifying opportunities for median greening as well as shared parking and access as redevelopment occurs, is of top importance.*
- *The closure of curb cuts should also be emphasized for all future redevelopments.*
- *There are opportunities for automobile connectivity just off of Colerain Avenue which should be explored during access management discussions.*
- *Stone Creek Towne Center is in a prime location to further pedestrian/multi-modal urban connections within the Township. This area is also home to an opportunity to make an automobile connection off of Colerain Avenue, and to the newly developed Kroger complex.”*







Staff Report:	Zoning Commission
Case #	ZA2023-02
Request:	Zoning Text Amendments
Location:	Colerain Township
Meeting Date:	February 23, 2023
Prepared by:	Jarrod Alig Zoning Administrator

Zoning Commission Public Hearing:

On February 21, 2023 the Colerain Township voted 4-0 to approve with modification the attached proposed Text Amendments to the Colerain Township Zoning Resolution.

Applicant:

The Zoning Administrator requested a motion from the Zoning Commission to initiate a text amendment of the Colerain Township Zoning Resolution pursuant to *R.C. §519.12*.

Proposed Sections of the Colerain Township Zoning Resolution Text to Amend:

Staff Requests a motion to research and prepare a Zoning Text amendment to better address the following uses, definitions, or standards:

1. Fireworks - Amend **Table 8-1** to allow fireworks as a *conditional use* within **I-1 districts**; to amend “**§16.2 Definitions**” to clarify the sale of “fireworks”, and “fountain devices” as defined in R.C. §3743.01;
2. Medical Marijuana –Definition shall be added as approved per case ZA2018-01, Res 20-18 within **§16.2 Definitions**;
3. Micro-Brewery / Micro-Distillery – Amend **Table 8-1** to allow micro-breweries and micro-distilleries as a use *permitted with conditions* within **B-1 districts**, and as a *permitted* use within **B-2 and I-1 districts**, and amend 8.4.3 Bars and Taverns to include Micro-Breweries, and Micro-Distilleries (See case ZA2017-01, & Res 10-17).

Exhibit "A"

General Attachment Notice:

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are ~~[lined through]~~

Words to be **ADDED** are *italicized and underlined*

Articles to be amended:

Article 8: Business Zoning Districts

§8.2 Permitted Uses

§8.4 Business Use-Specific Regulations

Article 16: Rules of Construction and Definitions

§16.2 Definitions

Fireworks

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

Use		Zoning District			Additional Regulations	
("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
<i><u>Fireworks</u></i> <i><u>Retail Sales</u></i>					<u>C</u>	
<i><u>Fireworks</u></i> <i><u>Manufacturing</u></i>					<u>C</u>	

Article 16: Rules of Construction and Definitions

§16.2 Definitions

Fireworks Sales shall mean the retail sale of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in §3743.80 of the Revised Code; and shall include "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01. The sale of "1.3G fireworks" shall be prohibited.

Fireworks Manufacturing shall mean the manufacturing of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in section 3743.80 of the Revised Code; and shall include "1.3G fireworks"; "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01.

Medical Marijuana

Article 16: Rules of Construction and Definitions

§16.2 Definitions

"Medical Marijuana shall mean the uses related to cultivation, processing, or retail dispensing of medical marijuana and any business, building, structure, or land used for the cultivation, processing, or retail dispensing of Medical Marijuana as defined by Ohio Revised Code Section 3796.01;(A);(2)."

Micro-Brewery

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

Use		Zoning District			Additional Regulations	
("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
Micro-Brewery	<u>P*</u>	<u>P</u>	P		<u>P</u>	Section 8.4.3
Micro-Distillery	<u>P*</u>	<u>P</u>	P		<u>P</u>	Section 8.4.3

8.4 Business Use-Specific Regulations

8.4.3 Bars and Taverns, Micro-Breweries, and Micro-Distilleries

Bars and Taverns, Micro-Breweries, and Micro-Distilleries may be permitted in the B-1 District when there is a minimum setback of 50 feet from all lot lines that are adjacent to a residential zoning district. Such setback shall apply to all parking areas and structures, except fences.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

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:

7992 Cheviot Rd.	510-0082-0189-00
7451 Colerain Ave.	510-0071-0554-00
9654 Colerain Ave.	510-0103-0185-00
3201 Deshler Dr.	510-0102-0227-00
3202 Deshler Dr.	510-0102-0161-00
11935 Gravenhurst Dr.	510-0021-0140-00
9185 Oranewood Dr.	510-0053-0100-00
2718 Overdale Dr.	510-0024-0160-00
2733 Roosevelt Ave.	510-0031-0763-00
2739 Wheatfield Dr.	510-0044-0129-00

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>
7992 Cheviot Rd.	510-0082-0189-00
7451 Colerain Ave.	510-0071-0554-00
9654 Colerain Ave.	510-0103-0185-00
3201 Deshler Dr.	510-0102-0227-00
3202 Deshler Dr.	510-0102-0161-00
11935 Gravenhurst Dr.	510-0021-0140-00
9185 Oranewood Dr.	510-0053-0100-00
2718 Overdale Dr.	510-0024-0160-00
2733 Roosevelt Ave.	510-0031-0763-00
2739 Wheatfield Dr.	510-0044-0129-00

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, Police Chief

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 - 2565 Royal Heights Dr. - 1 of 9
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:

2565 Royal Heights Dr. Cincinnati, OH 45239

1. (OH) GAR1754, 2001, GOLD, DODGE, STRATUS

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 2565 Royal Heights Dr.
Cincinnati, OH 45239– Parcel ID 510-0072-0316-00
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 **2565 Royal Heights Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0316-00**

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 **2565 Royal Heights Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0316-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) GAR1754, 2001, GOLD, DODGE, STRATUS

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, Police Chief

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 - 2735 Legrove Circle - 2 of 9
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:

2735 Legrove Circle, Cincinnati, OH 45239

(N/A) N/A, 2001, RED, CHRYSLER, PACIFICA

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 2735 Legrove Circle. Cincinnati, OH 45239– Parcel ID 510-0061-0190-00
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 **2735 Legrove Circle. Cincinnati, OH 45239– Parcel ID 510-0061-0190-00**

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 **2735 Legrove Circle. Cincinnati, OH 45239– Parcel ID 510-0061-0190-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, 2001, RED, CHRYSLER, PACIFICA**

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, Police Chief

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 - 2936 Willow Ridge Dr. - 3 of 9
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:

2936 Willow Ridge Dr. Cincinnati, OH 45251

1. (OH) GDS4361, 2002, SILVER, SATURN, ION
2. (N/A) N/A, 1997, BLUE, CHEVY, S-10

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 2936 Willow Ridge Dr.
Cincinnati, OH 45251– Parcel ID 510-0042-0420-00
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 **2936 Willow Ridge Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0420-00**

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 **2936 Willow Ridge Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0420-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OH) GDS4361, 2002, SILVER, SATURN, ION**
 - B. **(N/A) N/A, 1997, BLUE, CHEVY, S-10**
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, Police Chief

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 - 2945 Willow Ridge Dr. - 4 of 9
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:

2945 Willow Ridge Dr. Cincinnati, OH 45251

1. (OH) GVG3885, 2001, GOLD, FORD, TAURUS

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 2945 Willow Ridge Dr.
Cincinnati, OH 45251– Parcel ID 510-0042-0383-00
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 **2945 Willow Ridge Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0383-00**

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 **2945 Willow Ridge Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0383-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) GVG3885, 2001, GOLD, FORD, TAURUS

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, Police Chief

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 - 3740 West Galbraith Rd. - 5 of 9

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:

3740 West Galbraith Rd. Cincinnati, OH 45239

1. (N/A) N/A, 1986, GOLD, OLDSMOBILE, DELTA 88
2. (N/A) N/A, 1988, SILVER, FORD, ECONOLINE
3. (OH) DKX8339, 1996, GOLD, NISSAN, PATHFINDER
4. (OH) AH33DS, 1992, SILVER, CHEVY, CAVALIER

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 3740 West Galbraith Rd.
Cincinnati, OH 45239– Parcel ID 510-0091-0218-00
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 **3740 West Galbraith Rd. Cincinnati, OH 45239– Parcel ID 510-0091-0218-00**

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 **3740 West Galbraith Rd. Cincinnati, OH 45239– Parcel ID 510-0091-0218-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(N/A) N/A, 1986, GOLD, OLDSMOBILE, DELTA 88**
 - B. **(N/A) N/A, 1988, SILVER, FORD, ECONOLINE**
 - C. **(OH) DKX8339, 1996, GOLD, NISSAN, PATHFINDER**
 - D. **(OH) AH33DS, 1992, SILVER, CHEVY, CAVALIER**
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, Police Chief

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 - 8941 Pippin Rd. - 6 of 9

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:

8941 Pippin Rd. Cincinnati, OH 45251

1. **(OH) GLJ5760, 1980, WHITE, GRUMMAN, BOX TRUCK**

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 8941 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0213-00
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 **8941 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0213-00**

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 **8941 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0213-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) GLJ5760, 1980, WHITE, GRUMMAN, BOX TRUCK

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, Police Chief

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 - 9488 Pippin Rd. - 7 of 9
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:

9488 Pippin Rd. Cincinnati, OH 45251

1. (OH) JMU2731, N/A, WHITE, CHEVY, C6500

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 9488 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0051-0386-00
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 **9488 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0051-0386-00**

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 **9488 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0051-0386-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) JMU2731, N/A, WHITE, CHEVY, C6500**

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, Police Chief

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 - 9763 Dunraven Dr. - 8 of 9

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:

9763 Dunraven Dr. Cincinnati, OH 45251

(OH) DWF3652, 1978, BLACK, PONTIAC, FIREBIRD

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 9763 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0195-00
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 **9763 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0195-00**

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 **9763 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0195-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) DWF3652, 1978, BLACK, PONTIAC, FIREBIRD

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, Police Chief

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 - 9844 Pippin Rd. - 9 of 9
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:

9844 Pippin Rd. Cincinnati, OH 45251

1. (OH) HRM5311, 2006, BLUE, CHRYSLER, 300

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 9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00
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 **9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00**

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 **9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) HRM5311, 2006, BLUE, CHRYSLER, 300**

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

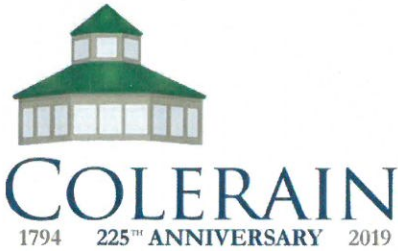
Department Director: Ed Cordie, Police Chief

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

Motion to Issue a Noise Resolution Permit to McDogs Lakeside Saloon
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 5, 2023 through October 28, 2023.



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: *Mc DOGS LAKESIDE SALOON*
Address where event will be held: *3611 BEVIS LANE CINTI OHIO 45251*
Type of event: *LIVE MUSIC & EVENTS*
Date and Time of Event: *MAY 5, 2023 - OCT 28, 2023*
Contact number for permit holder: *Mc DOG (Greg TEETERS) owner*
513-562-7844

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, Police Chief

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

Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Axon Enterprise, Inc.
Recommend ADOPTION of the Motion.

Rationale:

Axon is a sole source provider of these services that will allow the department to provide state of the art less lethal devices and body camera technology. We are currently in year four of our body camera contract and year five of our Taser contract with Axon Enterprises. Our current contract only has the allotment for 60 Taser devices and 65 body camera devices. With the growth of the department to 67 sworn officers, in conjunction with the contract with Northwest Local School District, we are in need of at minimum 72 devices. This contract is for 75 total devices, allowing us to have 3 spare devices if one should malfunction. In addition to additional overall devices, this contract also provides the department with unlimited video storage, virtual reality training that is focused on deescalation and mental health training, auto-tagging feature which will save officer time, and auto replacements throughout the contract period. The payment agreement is as follows:

2023 Year 1: \$178,788.32
2024 Year 2: \$185,939.85
2025 Year 3: \$193,377.40
2026 Year 4: \$201,112.46
2027 Year 5: \$209,156.97



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-459929-44986.582KH

Issued: 03/01/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 06/15/2023

Account Number: 108461

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
4200 Springdale Rd 4200 Springdale Rd Cincinnati, OH 45251-1419 USA	Colerain Township Police Dept. - OH 4200 Springdale Rd Cincinnati, OH 45251-1419 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Dean Doerflein Phone: Email: ddoerflein@colerain.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$962,969.07
ESTIMATED TOTAL W/ TAX	\$962,969.07

Discount Summary

Average Savings Per Year	\$45,073.39
TOTAL SAVINGS	\$225,366.94

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$178,788.32	\$0.00	\$178,788.32
Jun 2023	(\$5,405.93)	\$0.00	(\$5,405.93)
May 2024	\$185,939.85	\$0.00	\$185,939.85
May 2025	\$193,377.40	\$0.00	\$193,377.40
May 2026	\$201,112.46	\$0.00	\$201,112.46
May 2027	\$209,156.97	\$0.00	\$209,156.97
Total	\$962,969.07	\$0.00	\$962,969.07

Quote Unbundled Price:	\$1,188,336.01
Quote List Price:	\$1,118,451.01
Quote Subtotal:	\$962,969.07

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$5,405.93)	(\$5,405.93)	\$0.00	(\$5,405.93)
OSP7	2021 - OFFICER SAFETY PLAN 7	75	60	\$198.60	\$183.07	\$165.78	\$746,010.00	\$0.00	\$746,010.00
A la Carte Hardware									
20378	HTC FOCUS 3 VR HEADSET	3			\$1,935.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	65			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	10			\$749.00	\$749.00	\$7,490.00	\$0.00	\$7,490.00
AB3MBD	AB3 Multi Bay Dock Bundle	9			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
VRCK	VR Controller Kit	1			\$2,083.23	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	75	60		\$9.76	\$9.76	\$43,920.00	\$0.00	\$43,920.00
73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	60		\$15.19	\$15.19	\$68,355.00	\$0.00	\$68,355.00
20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	60		\$21.70	\$21.70	\$97,650.00	\$0.00	\$97,650.00
A la Carte Services									
20379	VR 1-DAY SERVICE	1			\$4,950.00	\$4,950.00	\$4,950.00	\$0.00	\$4,950.00
A la Carte Warranties									
100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	49		\$6.44	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$962,969.07	\$0.00	\$962,969.07

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	75	05/15/2023
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	05/15/2023
2021 - OFFICER SAFETY PLAN 7	20018	TASER 7 BATTERY PACK, TACTICAL	90	05/15/2023
2021 - OFFICER SAFETY PLAN 7	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	05/15/2023
2021 - OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	75	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	225	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	225	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	150	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	150	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	05/15/2023
2021 - OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	05/15/2023
2021 - OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	05/15/2023
2021 - OFFICER SAFETY PLAN 7	74200	TASER 7 6-BAY DOCK AND CORE	1	05/15/2023
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	05/15/2023
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	05/15/2023
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	72	05/15/2023
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	05/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	72	05/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	05/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	65	05/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	05/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	05/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	9	05/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	05/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	9	05/15/2023
VR Controller Kit	100126	AXON VR TACTICAL BAG	1	05/15/2023
VR Controller Kit	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	05/15/2023
VR Controller Kit	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	05/15/2023
VR Controller Kit	20298	VR-ENABLED SIRT 115C CONTROLLER	1	05/15/2023
A la Carte	20378	HTC FOCUS 3 VR HEADSET	3	05/15/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	05/15/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	05/15/2024
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	05/15/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	05/15/2025
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	150	05/15/2025
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	150	05/15/2025
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	77	11/15/2025

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	11/15/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	05/15/2026
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	05/15/2026
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	05/15/2027
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	05/15/2027
2021 - OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	77	05/15/2028
2021 - OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	05/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER EVIDENCE.COM ACCESS LICENSE	75	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	75	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	75	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	75	06/15/2023	06/14/2028
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	06/15/2023	06/14/2028
A la Carte	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	06/15/2023	06/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	75	06/15/2023	06/14/2028

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	75
A la Carte	20379	VR 1-DAY SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	75	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	2	06/15/2023	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	90	05/15/2024	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	75	05/15/2024	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	2	05/15/2024	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	05/15/2024	06/14/2028
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	05/15/2024	06/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
VR Controller Kit	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	05/15/2024	06/14/2028
A la Carte	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	05/15/2024	06/14/2028

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 1	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	\$18,028.84	\$0.00	\$18,028.84
Year 1	20378	HTC FOCUS 3 VR HEADSET	3	\$0.00	\$0.00	\$0.00
Year 1	20379	VR 1-DAY SERVICE	1	\$913.90	\$0.00	\$913.90
Year 1	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	\$12,620.20	\$0.00	\$12,620.20
Year 1	73682	AUTO TAGGING LICENSE	75	\$8,108.82	\$0.00	\$8,108.82
Year 1	AB3C	AB3 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	10	\$1,382.85	\$0.00	\$1,382.85
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 1	OSP7	2021 - OFFICER SAFETY PLAN 7	75	\$137,733.71	\$0.00	\$137,733.71
Year 1	VRCK	VR Controller Kit	1	\$0.00	\$0.00	\$0.00
Total				\$178,788.32	\$0.00	\$178,788.32

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$5,405.93)	\$0.00	(\$5,405.93)
Total				(\$5,405.93)	\$0.00	(\$5,405.93)

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 2	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	\$18,749.99	\$0.00	\$18,749.99
Year 2	20378	HTC FOCUS 3 VR HEADSET	3	\$0.00	\$0.00	\$0.00
Year 2	20379	VR 1-DAY SERVICE	1	\$950.46	\$0.00	\$950.46
Year 2	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	\$13,124.99	\$0.00	\$13,124.99
Year 2	73682	AUTO TAGGING LICENSE	75	\$8,433.18	\$0.00	\$8,433.18
Year 2	AB3C	AB3 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	10	\$1,438.17	\$0.00	\$1,438.17
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 2	OSP7	2021 - OFFICER SAFETY PLAN 7	75	\$143,243.06	\$0.00	\$143,243.06
Year 2	VRCK	VR Controller Kit	1	\$0.00	\$0.00	\$0.00
Total				\$185,939.85	\$0.00	\$185,939.85

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 3	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	\$19,499.99	\$0.00	\$19,499.99
Year 3	20378	HTC FOCUS 3 VR HEADSET	3	\$0.00	\$0.00	\$0.00
Year 3	20379	VR 1-DAY SERVICE	1	\$988.48	\$0.00	\$988.48
Year 3	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	\$13,649.99	\$0.00	\$13,649.99
Year 3	73682	AUTO TAGGING LICENSE	75	\$8,770.50	\$0.00	\$8,770.50

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3C	AB3 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	10	\$1,495.70	\$0.00	\$1,495.70
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 3	OSP7	2021 - OFFICER SAFETY PLAN 7	75	\$148,972.74	\$0.00	\$148,972.74
Year 3	VRCK	VR Controller Kit	1	\$0.00	\$0.00	\$0.00
Total				\$193,377.40	\$0.00	\$193,377.40

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 4	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	\$20,279.99	\$0.00	\$20,279.99
Year 4	20378	HTC FOCUS 3 VR HEADSET	3	\$0.00	\$0.00	\$0.00
Year 4	20379	VR 1-DAY SERVICE	1	\$1,028.02	\$0.00	\$1,028.02
Year 4	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	\$14,195.99	\$0.00	\$14,195.99
Year 4	73682	AUTO TAGGING LICENSE	75	\$9,121.32	\$0.00	\$9,121.32
Year 4	AB3C	AB3 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	10	\$1,555.53	\$0.00	\$1,555.53
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 4	OSP7	2021 - OFFICER SAFETY PLAN 7	75	\$154,931.61	\$0.00	\$154,931.61
Year 4	VRCK	VR Controller Kit	1	\$0.00	\$0.00	\$0.00
Total				\$201,112.46	\$0.00	\$201,112.46

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 5	20370	FULL VR TASER 7 ADD-ON USER ACCESS	75	\$21,091.19	\$0.00	\$21,091.19
Year 5	20378	HTC FOCUS 3 VR HEADSET	3	\$0.00	\$0.00	\$0.00
Year 5	20379	VR 1-DAY SERVICE	1	\$1,069.14	\$0.00	\$1,069.14
Year 5	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	75	\$14,763.83	\$0.00	\$14,763.83
Year 5	73682	AUTO TAGGING LICENSE	75	\$9,486.18	\$0.00	\$9,486.18
Year 5	AB3C	AB3 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	10	\$1,617.75	\$0.00	\$1,617.75
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 5	OSP7	2021 - OFFICER SAFETY PLAN 7	75	\$161,128.88	\$0.00	\$161,128.88
Year 5	VRCK	VR Controller Kit	1	\$0.00	\$0.00	\$0.00
Total				\$209,156.97	\$0.00	\$209,156.97

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00019957 (f_shell 00062748) (originated via Q-181751) and is terminating that contract upon the new license start date (6/15/2023) of this quote.

The parties agree that Axon is granting a refund of \$5,405.93 to refund paid, but undelivered services. This discount is based on a ship date range of 5/1/2023 - 5/15/2023, resulting in a 6/15/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 5 of 00019957 (f_shell 00062748)

Signature

3/1/2023

Date Signed



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 16.0

Release Date: 1/27/2023

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices 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.
- d. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

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 is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

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 to protect Axon Cloud Services and Agency Content 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. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency’s use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of 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 Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.



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- d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. 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 Cloud Services; or
 - g. use Axon Cloud Services 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.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the 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.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. 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;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **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

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** 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 Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 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.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **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.
 - 5.1. With regard to Axon Body 3, 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.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

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

Motion to Authorize the Township Administrator to Execute a Purchase Agreement and related documents with Recherche Kennels

Recommend ADOPTION of the Motion.

Rationale:

Recherche Kennels is a dog training facility that is based in North Carolina. They have been in business for over 15 years and have trained over 500 dogs. Their extensive dog training, titled Doggy Double Doctorate, includes, house training, obedience training, socialization training, outside training, and comes with upwards of a lifetime warranty. The options available for purchase both come with over 725 hours of obedience training and has been recommended by the company for our therapy dog program. This purchase of this dog will be the first step in the Therapy Dog program for the Police Department. Having a dog with a temperament selected for this type of work with their obedience training already behind them, will start this program off on the right foot.

This purchase is part of a Strategic Initiative for the department and is part of the 2023 approved budget.

RECHERCHE KENNEL'S LIFETIME WARRANTY (C)

BREEDER (Hamka Enterprises, Inc DBA "Recherche Kennels") AGREES:

- Breeder guarantees that puppy has had proper care to date and has been checked by a veterinarian. Shot records will be furnished when puppy is received. If puppy is being shipped a copy of the shots & deworm records will be shipped to the buyer. If within 1 week of receiving the puppy he/she is examined by a reputable veterinarian and the health of the puppy is found to be at serious risk of euthanasia or death due to a congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed vet describing puppy's condition and shall return the puppy and papers to the breeder within three days of the examination. Breeder will replace puppy or refund the full price of the puppy (minus shipping fees). This does not include worms, fleas, mites, coccidiosis, giardia, ichthyosis or any other parasites as they are common in dogs and puppies. Breeder assumes no responsibility for veterinarian or shipping fees.
- Breeder is not responsible if puppy contracts a communicable disease after 1 week of leaving breeder's possession such as parvo, distemper, rabies, canine influenza, leptospirosis or Lyme disease.
- Breeder offers a "Lifetime" Warranty of your Recherche puppy with the requirement that 1 NuVet Plus wafer, NuJoint (regular or DS) & TLC Whole Life Puppy (and eventually Adult) food each day with autoshipping using the breeder codes given so we can track usage. If NuVet, NuJoint and TLC is not given accordingly then warranty is only valid till 1 year of age.
- Breeder guarantees puppy against any congenital defect causing death of, or making necessary euthanasia. Breeder will not assume any veterinarian bills.
 - Up to 1 year of age- breeder will replace the puppy or refund the FULL price of the puppy (minus shipping & training fees).
 - Up to 3 years of age- breeder will offer a \$10500 discount on any future pup available
 - Past 6 years of age- Breeder will offer a \$4500 discount on any future pup available
- Breeder offers hip and elbow guarantee on any puppy found to have "Moderate" or "Severe" hip dysplasia or "Grade 2" or "Grade 3" elbow dysplasia. **The following applies:** The puppy must have an X-Ray by your veterinarian to confirm the diagnosis. The X-Ray must be submitted to the Orthopedic Foundation of America (OFA) and given an official score by them. No other assessments are valid, this includes a regular veterinarian or orthopedic surgeon's assessment. The only authorized assessment we will accept is from the OFA.
 - Up to 1 year of age- breeder will replace the puppy or refund the 75% price of the puppy (minus shipping *and training fees*). Breeder will not assume any veterinarian bills.
 - Up to 3 years of age- breeder will offer a \$7500 discount on any future pup available
 - Past 6 years of age- breeder will offer a \$3500 discount on any future pup available
- Breeder offers heart guarantee on any puppy found to have a severe heart murmur (Grade 5/6 or 6/6). The following applies: The puppy must have a canine cardiologist perform an echogram to confirm the diagnosis and scored officially.
 - Up to 1 year of age- breeder will replace the puppy or refund the 75% price of the puppy (minus shipping *and training fees*). Breeder will not assume any veterinarian bills.
 - Up to 3 years of age- breeder will offer a \$7500 discount on any future pup available
 - Past 6 years of age- breeder will offer a \$3500 discount on any future pup available
- We (the breeder) reserve the right to have a second opinion from our veterinarian.

- Breeder does not guarantee color, size, championship, training or temperament of any puppy past the 30-Day DDD Guarantee listed below (**only Applicable if your pup is going home in our DDD Program at 7+ months of age**):
 - Return your pup for a replacement pup (minus deposits) or a 75% refund (minus deposits) within 30 days. Price of returning pup and puppy packet is responsibility of Buyer.
 - You must keep your pup for 3 weeks minimum. Be willing to work with “Recherche Tutors” if requested by Recherche Kennels.
 - Replacement pup is same breed at same training level if available. Only additional cost for replacement pup is returning your initial pup and puppy packet, \$3500 deposit and expense to get new pup.
 - Recherche has right to choose for refund instead of replacement
 - Do not spay or neuter your dog within DDD Guarantee. If dog is spayed or neutered prior to going home by request or within DDD Guarantee, then this warranty will give a 33% refund (minus deposits) if returned. If you want a replacement pup than you will need to pay 50% of price of replacement pup plus additional \$3500 deposit.
 - Settlement Agreement and Release of Claims must be signed by Buyer and Breeder in either situation.
- Recherche Kennels promises to extensively train your pup and provide the tools needed for continued training including videos. Be advised, much of the continued training success will be based on owner following and implementing the information provided. We will provide you with a "Report Card" detailing where your puppy is, a training video and an individual final training update for your pup showing you exactly where they are. Training is not a part of this warranty as it only covers health after the 30-Day DDD Guarantee.

BUYER AGREES:

1. _____ (Initial) To have puppy examined within 1 week of getting your pup by a licensed veterinarian to validate puppy is healthy.
2. _____ (Initial) Buyer is to spay or neuter their dog within 30 months of age (2 ½ years old). No litters can be produced by their dog. Dog is only registered with AKC Limited Registration (if applicable).
3. _____ (Initial) The value of the pet for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include any additional prices declared by the buyer, such as value of show dog, shipping or training fees.
4. _____ (Initial) That the Buyer will return their puppy to Recherche Kennels if the Buyer is unable or unwilling for any reason to care for their puppy OR buyer must get written permission to give their dog away to any friend, family or stranger. Recherche will allow you to give your dog away, but new family must fill out application and sign similar contract to protect the puppy. No refund is given for a return.
5. _____ (Initial) To feed dog high-quality food for the life of the puppy. Warranty extends from 1 year to Lifetime when you feed TLC Whole Life Puppy Food, NuVet & NuJoint with autoshipping.
6. _____ (Initial) Any refund given will only be given after a Settlement Agreement is signed. Any disparagement done beforehand (either written online or on paper) must be removed before any refund is granted.
7. _____ (Initial) Default. If either Party defaults on any of its requirements or warranties under this agreement, the non-defaulting Party shall give Notice to the defaulting Party of the default. The defaulting Party will have

three (3) Banking Days to cure the noticed default. If the defaulting Party does not cure the noticed default, the non-defaulting Party may claim the Agreement is in default and seek available remedies herein.

8. (Initial) Remedies. If a Party is in default, the non-defaulting Party may:
 - a. Cancel this Agreement; or
 - b. Attempt to negotiate a settlement to the default with the defaulting Party. If there is no informal settlement, the Parties agree to non-binding mediation under the rules of the American Arbitration Association. If there is no settlement in nonbinding mediation, the Parties agree to binding Arbitration under the rules of the American Arbitration Association as a final resolution.
9. (Initial) Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of North Carolina.
10. (Initial) Jurisdiction and Venue.
 - a. Any mediation and/or arbitration hearing and all proceedings in connection therewith shall take place Iredell County, North Carolina. The mediation/arbitration shall be conducted by one or more mediators/arbitrators selected by the parties.
 - b. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in the courts of the State of North Carolina in each case located in Iredell County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
11. (Initial) Indemnification. Each Party will defend, indemnify and hold harmless the other Party, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and/or costs of collection, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a material breach of any representation, warranty or obligation set forth in this Agreement by the either Party or any of its Representatives.
12. (Initial) Limitation of Damages. Neither Party shall be liable for, nor shall any measure of Damages include, any indirect, incidental, special, exemplary, punitive or consequential damages or penalties for loss of income, value, profits, savings, or any other loss arising out of or relating to its performance or failure to perform under this Agreement, even if the Party against whom liability is sought to be imposed has been advised of the possibility of such damages. In no case will either Party be liable for more than the sales price of the puppy only (not transportation, veterinary bills or training)

13. _____ (Initial) Besides this warranty there are no other warranty expressed or implied.

To be covered by this guarantee, the following conditions need to apply:

1. _____ (Initial) Puppy must be owned by original owner named in this agreement.
2. _____ (Initial) In the case of sudden demise of puppy, breeder must receive a written notice of puppy's death from owner's vet, along with a necropsy report indicating cause of death.

LIMITATIONS OF GUARANTEE:

_____ (Initial) This guarantee is non-transferable. The puppy must be in good physical condition. No warranty if dog has been bred. A licensed veterinarian must do all laboratory verifications. The buyer/owner is responsible for all transportation costs to and from the breeder. The breeder is not responsible for any and all veterinarian expenses accumulated on returned or replaced dog or puppy. The breeder is not responsible for any and all dog training expenses accumulated.

THE FOLLOWING 1-4 WILL VOID ALL GUARANTEES:

1. _____ (Initial) Allowing your dog to become obese or severely underfed at any time.
2. _____ (Initial) Dog has been bred.
3. _____ (Initial) Giving your dog any flea/tick medicine orally. Medicines such as Trifexis, Comfortis & Bravecto has caused serious and even fatal side effects to puppies. The only flea/tick medicine you give must be topical unless permission is granted otherwise from Recherche Kennels.
4. _____ (Initial) Feeding a "grain-free" dog food without taurine supplements. Canine Cardiomyopathy has killed several of our puppies over the last several years and each time it was caused by not feeding TLC and low taurine. Warranty is completely voided if dog develops cardiomyopathy and no TLC is fed.

BUYER: _____ Date: ____/____/____

(Signature)

NAME(S): _____

SELLER: _____

(Signature)

NAME: _____

ADDRESS: 174 Carodell Lane

PHONE NUMBER: 980-223-2779

Title: _____

CITY: Statesville ST: NC

ZIP: 28677

EMAIL ADDRESS: info@recherchekennels.com

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

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

Motion to Authorize Township Administrator to Execute Agreement with Police Department Rotation Wreckers Establishing Impound Fees for 2023 through 2025

Recommend ADOPTION of the Motion.

Rationale:

This agreement will replace the current agreement that expires on April 1, 2023. Impound fees will remain the same, and added definition of a 'recovery'. This agreement will go into effect April 1, 2023 through April 23, 2025. The Tow Companies that will be included in this agreement are the following: Lamerts Towing, Blust Towing, Engel's Towing, and Bratfish Towing.

Agreement Addendum

The following provisions are agreed upon for the term commencing April 1, 2023 through April 23, 2025.

*The established rates for towing are:

Tow: \$190.00
Recovery: \$160.00 per hour/\$40.00 per 15 minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15 minute interval
Dollies: \$75.00
Mileage: \$4.00 per mile (outside normal operating area)
Outside Storage: \$25.00
Inside Storage: \$40.00
Extended Stay (after 5 days): \$75.00
Environmental Fee: \$10.00
Weather Protection: \$5.00

Colerain Police Administrative Fee: \$40.00
Colerain Police Credit Card Fee: 3%

Definitions:

Recovery - A recovery is used to remove a vehicle from an emergency situation when normal towing would not be sufficient. Examples of a recovery include but are not limited to: any usage of a winch, dead battery, no ignition keys, etc.

For vehicles impounded off of private property the following fee schedule will be used:

Motor vehicle with a manufacturer's gross vehicle weight rating less than ten thousand and one pound (10,001):

Tow: \$129.00
Recovery: \$160.00 per hour/\$40.00 per 15-minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15-minute interval
Dollies: \$75.00
Outside/Inside Storage: \$17.00

Colerain Police Administrative Fee: \$40.00
Colerain Police Credit Card Fee: 3%

Motor vehicle with a manufacturer's gross vehicle weight rating greater than or equal to ten thousand and one pound (10,001):

Tow: \$216.00

Recovery: \$160.00 per hour/\$40.00 per 15-minute interval

Debris Removal: \$80.00 per hour/\$20.00 per 15-minute interval

Dollies: \$75.00

Outside/Inside Storage: \$17.00

Colerain Police Administrative Fee: \$40.00

Colerain Police Credit Card Fee: 4%

During the life of this agreement, Colerain Township agrees to not add any additional wrecker companies to the rotation. The Township reserves the right to select any replacement company should the number of tow companies on the list drop below the current number.

Any "standard release" vehicle involved in a collision will be towed to the tow company's lot. **The tow company shall pay the Township ½ of any storage costs** incurred from that impound on claimed vehicles.

Claimed shall mean that the owner, or person authorized by the owner, removes the vehicle from the tow company lot. This would require all fees and charges being paid to the Township by the owner.

The tow company will also pay the Township ½ of any income generated from selling unclaimed standard release vehicles for scrap, after removing any tow and storage fees. This does not apply to vehicles involved in crashes that have no "holder" from the Colerain Police Department. On those vehicles, the tow companies will not pay any fees or costs to the Township.

A "holder" is defined as an impound slip prepared by a Colerain Police Officer as a result of a police related incident. There will be no holder prepared on crashes involving vehicles not subject to police action.

For purposes of this agreement, "standard release" means any vehicle legally subject to police impound (first offense OVI, non-FRA suspension, driver with a warrant, etc.) where there is no immobilization or forfeiture associated. This does not include any vehicle being held for evidentiary purposes. These vehicles will have a police holder prepared prior to impound.

Collision shall mean any crash where the responding officer prepares an OH-1 Ohio Uniform Crash Report.

During the life of this agreement, the Township agrees that all "overflow" vehicles will be stored at the towing company's lot. **The tow company shall pay the Township ½ of all storage fees on claimed vehicles. The tow company will pay the Township ½ of any income generated from selling unclaimed overflow vehicles for scrap, after removing any tow and storage fees.**

For purposes of this agreement, "overflow" shall mean that there are no accessible spots in the Colerain Police Impound lot for vehicle storage, and there are no immobilization, seizure or evidentiary responsibilities attached to the vehicle.

Accessible shall mean that while there may be "available spots" in the Colerain Police Impound Lot, those spaces require a vehicle that is "movable". Towed vehicles that cannot occupy available spots due to damage or lack of keys shall be stored at the tow company lot. This applies to overflow vehicles only.

On any unclaimed vehicle, the tow company has the right to restore those vehicles. The tow company will be required to pay the Township ½ of the scrap value as determined by curb weight multiplied by the current cost price of "scrap".

The tow company agrees to tow/recover (inside Colerain Township) and transport any Colerain Police cruiser at no charge to the Township. Transportation shall be within the Township borders only.

The Township shall be presented with an invoice each month from each tow company. **On any invoice meeting or exceeding \$750.00 for that month, the tow company will reduce the total due by 20%.**

As a participating member agency of the Colerain Police Department "Rotation" wrecker service, I agree to the above rules, regulations and terms. I understand that if I or my designee fails to adhere to the established rules, my company is subject to removal from the rotation service.

Jeff Weckbach, Colerain Township Administrator

Date _____

Tow Company Representative

Date _____

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

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

Motion Authorizing the Township Administrator to Execute an Addendum to a Contract with Northwest Local School District

Recommend ADOPTION of the Motion.

Rationale:

This addendum modifies our contract with Northwest Local School District by adding one additional School Safety Officer. The term of the proposed addendum ends on June 14, 2023.

Addendum 2

Staffing Levels

June 15, 2020-June 14, 2021

- _1 Police Sergeant serving as District Safety and Security Coordinator
- _2 School Resource Officer
- _0 District Truancy Investigator
- _2 School Safety Officer

June 15, 2021-June 14, 2022

- _1 Police Sergeant serving as District Safety and Security Coordinator
- _2 School Resource Officer
- _1 District Truancy Investigator
- _3 School Safety Officer

June 15, 2022-March 14, 2023

- _1 Police Sergeant serving as District Safety and Security Coordinator
- _2 School Resource Officer
- _1 District Truancy Investigator
- _3 School Safety Officer

March 14, 2023-June 14, 2023

- _1 Police Sergeant serving as District Safety and Security Coordinator
- _2 School Resource Officer
- _1 District Truancy Investigator
- _4 School Safety Officer

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 to Approve Additional Appropriations - Landscape Structures Playground Equipment for Phase III of Colerain Park Playground - \$30,500.00

Recommend ADOPTION of the Motion.

Rationale:

In an effort to reduce the cost of the Colerain Playground project, staff recommends that the Township direct purchase the playground equipment from the supplier (Landscape Structures, Inc.). This method will eliminate the mark up through third party purchasing as well as provide additional cost savings with the ability to receive state contract pricing. With the update on the purchasing method, the total cost of the equipment is estimated at \$159,793.00 which is reflected in the attached quotation. While this is a reduction in comparison to the contractor's pricing, the change order request in the amount of \$30,500.00 will extend the total cost of the project to \$430,500.00.

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphany Mays, Assistant Administrator

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

Motion to Authorize the Township Administrator to Execute a Contract with Urban Canopy Works for project oversight of the next Phase of the Street Tree Planting Plan

Recommend ADOPTION of the Motion.

Rationale:

Urban Canopy Works, LLC is a licensed arborist contractor that provided assistance during the Street Tree planting project in the Fall of 2022 with great success. In consideration of the Township's lack of having an arborist on staff, it is recommended that the Board extends the partnership with Urban Canopy Works, LLC to provide oversight and guidance during the next phase of the street planting project. The professional guidance will assist with selecting the appropriate species and location for the plantings.



March 7, 2023

Tiphannie Mays
Assistant Township Administrator
Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

RE: Proposal for Fall Tree Planting 2023 Services

Dear Tiphannie:

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

Task 1: Project Planning & Outreach

UCW will collaborate with township staff to develop a project plan, including identification of proposed planting sites. This would also include assisting in efforts to communicate with adjacent property owners of planting prior to project commencement to reduce customer complaints and tree refusals.

Task 2: RFP Development

UCW will work with township staff to develop an RFP for the tree planting contract. This will include review of site addresses and creating a summary map for the planting project, as well as making sure species selection and planting specifications will maximize Colerain's resources. Site locations will be reviewed and matched to appropriate tree species, resulting in an RFP that will provide the best path to success.

Task 3: Implementation

Once a contractor is secured, UCW will coordinate all work in the field. This includes meeting with the contractor on site to go over the project, answer any questions or address on site changes, and review expectations and the planting plan before work commences. After planting is completed, UCW will inspect each planting site for appropriate planting depth, mulching, and other indications of a correctly-planted tree. Site specific notes will be provided to the contractor where adjustments or corrections are required. Once any adjustments have been made, a last site inspection will be made and work approved.

FEE: Without specifics on the size of the planting, or the level of assistance needed in planning and outreach, this project is proposed for fees on a Time & Materials basis, at \$95 per hour. Initial estimated range for all three tasks is \$3,400-\$6,000.

Thank you for considering this proposal. We look forward to working with you!

Sincerely,



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



Rachel Comte, Principal
Certified Arborist/TRAQ - OH-6296A

AGREEMENT

Agreement Provisions:

Invoicing. Invoices will be submitted to the Township at the end of each month. Terms are net 30 days of the date of the invoice.

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

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

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

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

UCW Representative

Colerain Township Representative

Signature / Date
Rachel Comte, Principal

Signature / Date

Printed Name / Title

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

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

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

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

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

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

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 Authorizing the Township Administrator to Execute a Right of Way Consulting Agreement with OR Colan for the HAM CR90-3.89 Pippin Road Sidewalk Project.

Recommend ADOPTION of the Motion.

Rationale:

It is necessary for the Township Administrator to execute a Right of Way consultant agreement with OR Colan for the HAM CO90-3.89 Pippin Road Sidewalk project. The scope of this project, in partnership with the Ohio Department of Transportation, involves temporary right of way acquisition to complete the installment of sidewalks along Pippin Road from the corner of Stout Road to the entrance of the Lake Gloria residential project. This agreement will not exceed \$32,300 and has been identified in the 2023 Capital Improvement Plan.

COLERAIN TOWNSHIP, OHIO

AGREEMENT NO. 38815

This Agreement No. 38815 entered into this _____ day of _____, 20____, by and between Colerain Township, acting by and through the Township Administrator, hereinafter referred to as the Township, and O.R. Colan Associates, LLC, hereinafter referred to as the Consultant, with an office located at 8790 Governor's Hill Drive, Suite 101, Cincinnati, OH 45249.

WITNESSETH:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the Township for Right of Way Acquisition Services for installation of a new sidewalk along Pippin Road from Struble to Stout, identified as HAM CR 90 3.89.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

- Part 1: Right of Way Acquisition Services for Title Researches, Appraisals, Negotiations, Closings, Project Management, and Miscellaneous.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Thirty Two Thousand, Three Hundred Dollars (\$32,300.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Appraisals		
Value Analysis (Parcels 11, 13, 15, 17, and 19)	parcel	\$770.00
Value Analysis (Parcel 27)	parcel	\$980.00
Project Management	parcel	\$250.00
Title Researches		
Abbreviated Titles	parcel	\$500.00
Full Title (42 year)	parcel	\$840.00
Project Management	parcel	\$250.00
Negotiation		
Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision, coordination, etc.)	parcel	\$2,200.00
Project Management	parcel	\$250.00
Closings		
Mail Out	parcel	\$450.00
Title Update for Appropriation	parcel	\$400.00
Project Management	parcel	\$250.00
Miscellaneous		
Copies and Recording Fees	N/A	Actual Costs

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Thirty Two Thousand, Three Hundred Dollars (\$32,300.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township Administrator.

O.R. Colan Associates, LLC

By: _____

Title: _____

Colerain Township, OH

Jeff Weckbach
Township Administrator

APPROVED AS TO FORM:

By: _____

Title: _____

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 Issue Request for Proposals regarding Sidewalk Maintenance Program
Recommend ADOPTION of the Motion.

Rationale:

The Sidewalk Maintenance Program has been created to repair and maintain neighborhood sidewalks utilizing a portion of Community Development Block Grant (CDBG) Funds.



BID SPECIFICATIONS

SIDEWALK MAINTENANCE PROGRAM

for

Colerain Township

Release Date: 03/29/2023
Response Deadline: 04/29/2023

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR BID SPECIFICATIONS FOR SIDEWALK MAINTENANCE PROGRAM**

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7500

NOTICE TO RESPONDENTS

Colerain Township, OH, is requesting responses to this Request for Proposal to enter into a contract with a sidewalk repair contractor to provide repair and replacement of sidewalks in Colerain Township.

Review the entirety of these bid specifications for general rules, deadlines, and qualification requirements. All bids must be entirely completed for consideration.

Interested bidders are asked to complete their bid online, through Bid Express before 2:00 pm April 29, 2023. No bids will be accepted after the April 29, 2023 deadline.

All clarifying questions for this proposal should be sent direct to Stephen Springsteen, Development Officer, via email at sspringsteen@colerain.org. All questions should be submitted by April 20, 2023.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION/PROJECT SCOPE

Colerain Township's Sidewalk Maintenance Program has been created to repair and maintain Colerain Township's neighborhood sidewalks. Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or Colerain Township is performing the repair work and assessing the property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.

Colerain Township is utilizing Community Development Block Grant (CDBG) Funds to assist with the initial cost of this construction project. Qualifications in addition to those set forth herein may be necessary as per the specifications required by the Hamilton County Community Development in coordination with the use of those aforementioned Community Development Block Grants.

For 2023, Colerain Township is proposing to rehabilitate approximately 2,386 sq. ft. of sidewalks and 1,480 sq. ft. of driveway aprons on the following streets: Loralinda and Orangeburg. The sidewalk blocks and driveway aprons to be repaired have been marked by staff of the Public Services Department in white paint.

The above estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Township, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

PROJECT SPECIFICATIONS

All sidewalk repairs are required to meet the minimum standards set forth by the Hamilton County Corp. of Engineers. It is the responsibility of the contractor to obtain the Hamilton County Corp. of Engineers Performance Specifications. Please review Article III – Section 311 ‘Sidewalks’, of the “Rules and Regulations of the Office of the County Engineer.” The Performance Specifications and questions can be acquired through the Hamilton County Corp. of Engineers.

For reference, the Hamilton County Engineer’s sidewalk specifications can be found in the Engineer’s “Subdivision Rules and Regulations” document section 204 and 205 found here: https://www.hamiltoncountyohio.gov/government/departments/engineer/permits__construction

Or here:

<https://www.hamiltoncountyohio.gov/common/pages/DisplayFile.aspx?itemId=5384500>

If damage occurs to property unrelated to the areas included in the Scope of Work, it shall be the sole responsibility of the Contractor to perform repairs at the cost of the Contractor. Additionally, any damage to other property, including other sidewalks, utility poles, streets, or other infrastructure of property shall be the responsibility of the contractor to replace at their expense.

The Contractor shall perform all work between the hours of 8:00 am and 6:00 pm, Monday through Friday. The Township also anticipates a status report containing project updates once every 14 days.

This project includes federal funding. General contractors will be required to achieve 10% Minority Business Entrepreneur participation in the contract, or clearly demonstrate and document a good faith effort to achieve MBE participation to be eligible for contract award.

MAINTENANCE OF TRAFFIC

It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic and public safety as set forth in Section 105.14, 107.07 and 614 of the specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. The Contractor will not be permitted to begin any phase of work until the required standard barricades, warning signs, etc. are in the proper positions. In particular, the requirements of OMUTC Plate C-18, latest revision, shall be strictly adhered to for vehicular traffic. No more than ten (10) of a traffic lanes may be blocked at any time. During non-working hours, normal lane widths shall be proved and the "Flagger Ahead" and "One Lane Road Ahead" signs shall be covered.

Particular attention shall be given by the Contractor to pedestrian traffic, which shall be protected and maintained. Openings left upon removal of existing sidewalks be protected by barricades/drums and lights until replacement walk has been placed and cured for a minimum of twenty-four (24) hours. Safe temporary walkways shall be provided for school children.

At those locations where all or portions of drive aprons are to be replaced it shall be the Contractor's responsibility to make positive contact with the residents or business owners involved at least 48 hours prior to blocking or restricting driveways. He shall cooperate with them in locating suitable alternate parking and shall have available and install temporary materials if the work once started is delayed by weather or unforeseen events. In no case shall residential drives be blocked for more than 72 hours.

Automobile (not truck) traffic shall not be permitted on newly placed Portland Cement concrete driveways for 48 hours unless the Contractor provides high early strength cement concrete in which case the period shall be reduced to 24 hours minimum. A minimum cure period of 72 hours and the use of high early strength cement shall be used for any commercial driveway.

In the case of commercial drives, the Contractor shall coordinate his work with the property owner to avoid blocking access including partial width work, weekend/Holiday work, etc. The cost of all labor, materials, and equipment for maintenance of traffic for all parts of this project will be included in the lump sum amount bid for Item 614, Maintaining Traffic.

TIMELINES

- | | |
|-------------------------------------|--|
| 1. Bid Release Date: | March 29, 2023 |
| 2. Proposal Deadline: | 2:00 p.m. (local time) on April 29, 2023 |
| 3. Projected Township approval: | May 9, 2023 |
| 4. Projected Contract Commencement: | May 10, 2023 |
| 5. Pre-Construction Meeting: | Within 10 days of award |
| 6. Projected Project Completion | September 16, 2023 |

The Township will not be responsible for bids that are received after the 2:00 p.m. deadline on April 29, 2023.

RESPONSE FORMAT

All bids shall be submitted through Bid Express. It is important that documents listed below are completed in full in order to be considered for this project. Failure to abide by these requirements format may result in the disqualification of the submission.

1. Cost Sheet – Attachment A should be completed for this project to demonstrate the total cost for this project. Please note that this project is utilizing Federal CDBG dollars. Contractors must comply with the Davis-Bacon Act in the payment of prevailing wage. Weekly payroll reports to Colerain and Hamilton County will be required for prevailing wage monitoring purposes.
2. CDBG Compliance Documents – All bids must include the following completed documents, per CDBG regulations (found as attachment B):
 - a. MBE and Subcontractor Approval Request
 - b. Certification – Federal Lobbying Prohibition Disclosure
 - c. Inclusion of the “Executive Order 11246 Equal Opportunity Clause” in the draft contract
 - d. Inclusion of “Section 109 of Title I of the Housing and Community Development Act of 1974” in the draft contract
 - e. Prevailing Wage Decision and Federal Standard Labor Provisions
3. Certificate of Insurance/Bid Guarantee – Each proposal must be accompanied by a one hundred percent (100%) bid guaranty bond or a certified check, cashier's check or letter of credit on a solvent bank in an amount equal to ten percent (10%) of the bid. The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.
4. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
5. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
6. Timeline – Please provide a brief project timeline. Please note, if the project does not start within ninety (90) days of contract signing, then new wage decisions will be required.
7. Sample Contract – A copy of sample agreement/contract. This will allow the Township to expedite the review/award process.
8. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the proposal.

Terms and Conditions

Colerain Township reserves the right to reject any or all bids, to award contracts in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Bid Specification is entirely voluntary. The release of these specifications does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Colerain Township may reject responses that do not meet the requirements of the bid specifications in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the responses or to further interview companies after proposals are submitted.

ATTACHMENT A:

General Bid Document for “Sidewalk Maintenance”

Company Name:

Company Address:

Primary Contact Name:

Primary Email:

Primary Phone:

Total Cost per Square Feet of Sidewalk Block _____

Total Cost per Square Feet of Driveway _____

Total Cost per Square Feet of Project _____

Contingency Square Feet of Driveway 100 _____

Contingency Square Feet of Sidewalk 100 _____

Total Quotation for Sidewalk Maintenance Project – Phase 1 \$ _____

DEVELOPMENT

Department: Administration

Department Director: Matt Wahlert

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

Motion to Initiate Text Amendment - Recreational Marijuana

Recommend ADOPTION of the Motion.

Rationale:

Trustee Wahlert indicated an interest in having our Zoning Commission review and provide draft language for a text amendment to contemplate the growing, sale, and distribution of recreational marijuana products. Our current zoning addresses medical marijuana and is silent on recreational marijuana. Recreational use of marijuana is currently illegal in the State of Ohio. However, there is a push by some to legalize its use. It could be beneficial to think proactively about zoning regulations to address this topic.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution Approving or Denying Zoning Commission Case ZA2023-01: Major Amendment to ZA2005-003, 3711 Stone Creek Blvd., parcel 510-0111-0316-00, to permit the use of "Automotive Service" in a "PD-B" Planned Development - Business.

Recommend ADOPTION of the Resolution.

Rationale:

The Colerain Township Zoning Commission on January 17, 2023 voted 4-0 to Recommend Approval of Case ZA2023-01 with Certain Conditions.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

APPROVAL OF CASE NO. ZA2023-01, MAJOR AMENDMENT TO CASE NO. ZA2005-003; APPROXIMATE 17.970 ACRE AREA LOCATED AT 3711 STONE CREEK BLVD, (PARCEL 510-0111-0316-00) TO PERMIT THE USE OF “AUTOMOTIVE SERVICE” IN A “PD-B” PLANNED DEVELOPMENT – BUSINESS.

WHEREAS, applicant Rado Nedkov, of CEI Engineering Associates, Inc., representative for the property owner(s), Meijer Stores Limited Partnership, submitted an application for a Major Amendment to case ZA2005-003 of a 17.970-acre portion of the property located at 3711 Stone Creek Blvd. to allow the use of “Automotive Service” in a “PD-B” Planned Development – Business, and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on January 17th, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the zoning request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14th, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted ___ - ___ to **approve** the application for a Major Amendment to case ZA2005-003 of a 17.970-acre portion of the property located at 3711 Stone Creek Blvd. to allow the use of “Automotive Service” in a “PD-B” Planned Development – Business.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the change in zoning on the site in question for the reason that the Zoning Map Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, with the incorporation of the included conditions is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and,

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator.
4. That 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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 14th, day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200

Mason, OH 45040 (513) 583-4200
Assistant Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of August, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. Resolution – 19-05:
Per Condition #4 - Would require an increase to the permitted “*total building gross square footage area be limited to a maximum of 501,083 ft²*”
2. The Final Development Plan / Zoning Certificate Application shall indicate compliance with all relevant aspects of §12.11 *Architectural Design Standards*, and that variances be granted to any irrelevant aspects (i.e., “Customer Entrances”) as determined by the Zoning Administrator.
3. The Property Owner shall be required to comply with the Strategies / Initiatives listed within the *Land Use* element of the *Colerain Township Comprehensive Plan: Imagine Colerain* as it relates to access management (see pages 44 & 45).
4. Appropriate measures shall be approved by the Colerain Township Zoning Commission for the containment of trash, to include (at a minimum) trash receptacles at each “vacuum stall”.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

DENIAL OF CASE NO. ZA2023-01, MAJOR AMENDMENT TO CASE NO. ZA2005-003; APPROXIMATE 17.970 ACRE AREA LOCATED AT 3711 STONE CREEK BLVD, (PARCEL 510-0111-0316-00) TO PERMIT THE USE OF “AUTOMOTIVE SERVICE” IN A “PD-B” PLANNED DEVELOPMENT – BUSINESS.

WHEREAS, applicant Rado Nedkov, of CEI Engineering Associates, Inc., representative for the property owner(s), Meijer Stores Limited Partnership, submitted an application for a Major Amendment to case ZA2005-003 of a 17.970-acre portion of the property located at 3711 Stone Creek Blvd. to allow the use of “Automotive Service” in a “PD-B” Planned Development – Business, and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on January 17th, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the zoning request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14th, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted ___ - ___ to **deny** the application for a Major Amendment to case ZA2005-003 of a 17.970-acre portion of the property located at 3711 Stone Creek Blvd. to allow the use of “Automotive Service” in a “PD-B” Planned Development – Business.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the Major Amendment application for the site in question for the reason that the Amendment would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and,

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator.
4. That 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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 14th, day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of August, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. Resolution – 19-05:
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2. The Final Development Plan / Zoning Certificate Application shall indicate compliance with all relevant aspects of §12.11 *Architectural Design Standards*, and that variances be granted to any irrelevant aspects (i.e., “Customer Entrances”) as determined by the Zoning Administrator.
3. The Property Owner shall be required to comply with the Strategies / Initiatives listed within the *Land Use* element of the *Colerain Township Comprehensive Plan: Imagine Colerain* as it relates to access management (see pages 44 & 45).
4. Appropriate measures shall be approved by the Colerain Township Zoning Commission for the containment of trash, to include (at a minimum) trash receptacles at each “vacuum stall”.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution Approving or Denying Text Amendments to the Colerain Township Zoning Resolution for Fireworks.
Recommend ADOPTION of the Resolution.

Rationale:

After review of specific sections of the Zoning Resolution, it was recommended that the Board of Trustees consider amendments which would be in the interest of the public convenience, comfort, prosperity, or general welfare of Colerain Township, and which are in accordance with the Comprehensive Plan for nonresidential property.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

DENIAL OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR FIREWORKS.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___-___ to **deny** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the proposed Text Amendments because the Amendments are not in the best interest of the Township and the health, safety, morals and welfare of the public, are not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are not in keeping with good land use planning; 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; and

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

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

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

ADOPTED this 14th, day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are ~~[lined through]~~

Words to be **ADDED** are *italicized and underlined*

Fireworks

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

Use		Zoning District			Additional Regulations	
("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
<i><u>Fireworks</u></i> <i><u>Retail Sales</u></i>					<u>C</u>	
<i><u>Fireworks</u></i> <i><u>Manufacturing</u></i>					<u>C</u>	

Article 16: Rules of Construction and Definitions

§16.2 Definitions

***Fireworks Sales** shall mean the retail sale of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in §3743.80 of the Revised Code; and shall include "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01. The sale of "1.3G fireworks" shall be prohibited;*

***Fireworks Manufacturing** shall mean the manufacturing of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in section 3743.80 of the Revised Code; and shall include "1.3G fireworks"; "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01.*

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

APPROVE OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR FIREWORKS.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to **approve** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the proposed Text Amendments because the Amendments are in the best interest of the Township and the health, safety, morals and welfare of the public, are consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator; 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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 14th, day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are [~~lined through~~]

Words to be **ADDED** are *italicized and underlined*

Fireworks

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

Use		Zoning District			Additional Regulations	
("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
<u><i>Fireworks</i></u> <u><i>Retail Sales</i></u>					<u><i>C</i></u>	
<u><i>Fireworks</i></u> <u><i>Manufacturing</i></u>					<u><i>C</i></u>	

Article 16: Rules of Construction and Definitions

§16.2 Definitions

***Fireworks Sales** shall mean the retail sale of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in §3743.80 of the Revised Code; and shall include "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01. The sale of "1.3G fireworks" shall be prohibited;*

***Fireworks Manufacturing** shall mean the manufacturing of any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in section 3743.80 of the Revised Code; and shall include "1.3G fireworks"; "1.4G fireworks" as defined within R.C. §3743.01. The term 'Fireworks' shall not include "Novelties and trick noisemakers" or "Fountain device" as defined within R.C. §3743.01.*

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

DENIAL OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR MEDICAL MARIJUANA.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___-___ to **deny** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the proposed Text Amendments because the Amendments are not in the best interest of the Township and the health, safety, morals and welfare of the public, are not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are not in keeping with good land use planning; 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; and

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

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

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

ADOPTED this 14th day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are ~~[lined through]~~

Words to be **ADDED** are *italicized and underlined*

Medical Marijuana

Article 16: Rules of Construction and Definitions

§16.2 Definitions

*“**Medical Marijuana** shall mean the uses related to cultivation, processing, or retail dispensing of medical marijuana and any business, building, structure, or land used for the cultivation, processing, or retail dispensing of Medical Marijuana as defined by Ohio Revised Code Section 3796.01;(A);(2).”*

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

APPROVE OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR MEDICAL MARIJUANA.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___-___ to **approve** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the proposed Text Amendments because the Amendments are in the best interest of the Township and the health, safety, morals and welfare of the public, are consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator; 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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 14th day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are ~~[lined through]~~

Words to be **ADDED** are *italicized and underlined*

Medical Marijuana

Article 16: Rules of Construction and Definitions

§16.2 Definitions

“Medical Marijuana shall mean the uses related to cultivation, processing, or retail dispensing of medical marijuana and any business, building, structure, or land used for the cultivation, processing, or retail dispensing of Medical Marijuana as defined by Ohio Revised Code Section 3796.01;(A);(2).”

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

APPROVE OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR MICRO-BREWERIES / MICRO-DISTILLERIES.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to **approve** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the proposed Text Amendments because the Amendments are in the best interest of the Township and the health, safety, morals and welfare of the public, are consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator; 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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 14th day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are ~~[lined through]~~

Words to be **ADDED** are *italicized and underlined*

Micro-Breweries / Micro-Distilleries

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

Use		Zoning District			Additional Regulations	
("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
Micro-Brewery	<u><i>P*</i></u>	<u><i>P</i></u>	P		<u><i>P</i></u>	Section 8.4.3
Micro-Distillery	<u><i>P*</i></u>	<u><i>P</i></u>	P		<u><i>P</i></u>	Section 8.4.3

8.4 Business Use-Specific Regulations

8.4.3 Bars and Taverns, **Micro-Breweries, and Micro-Distilleries**

Bars and Taverns, **Micro-Breweries, and Micro-Distilleries** may be permitted in the B-1 District when there is a minimum setback of 50 feet from all lot lines that are adjacent to a residential zoning district. Such setback shall apply to all parking areas and structures, except fences.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

DENIAL OF CASE NO. ZA2023-02, TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION FOR MICRO-BREWERIES / MICRO-DISTILLERIES.

WHEREAS, the Colerain Township Zoning Administrator requested the Colerain Township Zoning Commission to make a motion to Amend the Text of the Colerain Township Zoning Resolution; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on said motion on February 21, 2023, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-0 to recommend *approval with modification* of the text amendment request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 14, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to **deny** the proposed Text Amendments to the Colerain Township Zoning Resolution.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the proposed Text Amendments because the Amendments are not in the best interest of the Township and the health, safety, morals and welfare of the public, are not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and are not in keeping with good land use planning; 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; and

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

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

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

ADOPTED this 14th day of March, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of March, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

Proposed Text Amendments to Colerain Township Zoning Resolution

Words to be **DELETED** are [~~lined through~~]

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Micro-Breweries / Micro-Distilleries

Article 8: Business Zoning Districts

§8.2 Permitted Uses

Table 8-1: Business Use Table

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("P", "P*", "C")	B-1	B-2	B-3	O-1	I-1	See §.....
Micro-Brewery	<u>P*</u>	<u>P</u>	P		<u>P</u>	Section 8.4.3
Micro-Distillery	<u>P*</u>	<u>P</u>	P		<u>P</u>	Section 8.4.3

8.4 Business Use-Specific Regulations

8.4.3 Bars and Taverns, **Micro-Breweries, and Micro-Distilleries**

Bars and Taverns, **Micro-Breweries, and Micro-Distilleries** may be permitted in the B-1 District when there is a minimum setback of 50 feet from all lot lines that are adjacent to a residential zoning district. Such setback shall apply to all parking areas and structures, except fences.

DEVELOPMENT

Department: Administration

Department Director: David Miller, Director of Development

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

Motion to Withdraw Award of Contract for Demolition of Up to Three Properties from Battle Ax Construction
Recommend ADOPTION of the Motion.

Rationale:

Staff has worked with Battle Ax since the recommended award on February 14, 2023 to develop a contract that would be accepted by both parties. Unfortunately, staff and Battle Ax were unable to come to agreeable terms for a contract moving forward.

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 Rock Solid 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

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

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

Motion to Authorize the Administrator to Accept a Quote for Service- Secure Cyber Defense- FortiSwitch Refresh Project

Recommend ADOPTION of the Motion.

Rationale:

Network switches connect the IT devices of the township, which enables them to “talk.” The existing switches are due for replacement.

Over the last several years, our IT Director has worked to upgrade the performance and security of our systems. Last year, he implemented a new firewall. The next step in the plan is to upgrade and replace the network switches, which will improve the performance, speed, and security of the overall network.

The total cost of the project is \$57,000. Implementation would begin in the second quarter of 2023.



SECURECYBER
D E F E N S E

We have prepared a quote for you

FortiSwitch Refresh Project v2

Quote # 001618
Version 1

Prepared for:

Colerain Township

Robert Shepherd
rshepherd@colerain.org

Hardware & Support

Description	Price	Qty	Ext. Price
FortiSwitch-1024E Hardware FortiSwitch 1024E - Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies	\$7,446.00	1	\$7,446.00
FortiSwitch 1024E 1YR Support FortiSwitch-1024E 1 Year FortiCare Premium Support	\$1,050.00	1	\$1,050.00
FortiSwitch-148F Hardware FortiSwitch-148F-FPOE is a performance/price competitive L2+ management switch with 48x GE port + 4x SFP+ port + 1x RJ45 console. Port 1- 48 are POE ports with automatic Max 740W POE output limit (48 port 802.3af or 24 port 802.3at)	\$1,170.00	17	\$19,890.00
FortiSwitch 148F 1YR Support FortiSwitch-148F-FPOE 1 Year FortiCare Premium Support	\$120.00	17	\$2,040.00
FN-TRAN-SX 1GE SFP SX transceiver module for all systems with SFP and SFP/SFP+ slots	\$41.00	9	\$369.00
FN-TRAN-LX 1GE SFP LX transceiver module for all systems with SFP and SFP/SFP+ slots	\$83.00	18	\$1,494.00
SP-CABLE-FS-SFP+1 10GE SFP+ Passive Direct Attach Cable, 1 m for Systems with SFP+ and SFP/SFP+ slots	\$79.00	9	\$711.00

Subtotal: **\$33,000.00**

Professional Services

Description	Price	Qty	Ext. Price
Professional Services - FortiSwitch Implementation - planning, configuration and implementation of FortiSwitches	\$250.00	96	\$24,000.00

Subtotal: **\$24,000.00**

Invoicing & Payment Terms

Description	Qty
Upon approval of this quote, Customer will be invoiced for Total One-Time Costs. Payment is due within thirty (30) days of receipt of invoice.	

FortiSwitch Refresh Project v2



Prepared by:

Secure Cyber Defense

Kyle Zech
937-369-6810
kzech@secdef.com

Prepared for:

Colerain Township

4200 Springdale Road
Colerain Township, OH 45251
Robert Shepherd
(513) 385-7500
rshepherd@colerain.org

Quote Information:

Quote #: 001618

Version: 1
Delivery Date: 01/20/2023
Expiration Date: 03/31/2023

Quote Summary

Description	Amount
Hardware & Support	\$33,000.00
Professional Services	\$24,000.00
Total:	\$57,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.

Secure Cyber Defense

Signature: Kyle Zech

Name: Kyle Zech

Title: Sales Manager

Date: 01/20/2023

Colerain Township

Signature: _____

Name: Robert Shepherd

Date: _____



SECURE CYBER DEFENSE— an Advanced Fortinet Partner

The Secure Cyber Defense Story

From the start, Secure Cyber Defense saw a need for an MSSP totally dedicated to cybersecurity.

Today, Secure Cyber Defense is focused on providing the most current threat intelligence, incident response, and data protection services. Utilizing a blend of technology, a dedicated 24/7 cyber intelligence center, and a team of certified cyber analysts, we provide customized solutions to address the ever-changing threat landscape.

24/7 Cyber Intelligence Center at Your Service

Our Cyber Intelligence Center sets itself apart by taking in and analyzing multiple intelligence feeds from federal and local law enforcement and weather data systems to further inform our proprietary threat intelligence database and managed response playbooks. Consider us your always-on threat-detection and response service.

We excel working with clients in:

- Manufacturing
- Education (K-12 and Higher Ed)
- Financial Services
- Aerospace/Aviation
- Government (State & Local)
- Defense
- Utilities
- General Business

Fortinet Supported Products

FortiGate
FortiMail
FortiEDR
FortiAnalyzer
FortiSIEM
FortiSOAR
FortiSwitch
FortiAP
FortiManager
SD-WAN

Value-Added Services

24/7 Threat Monitoring
& Response
SOC Service & Response
Digital Forensics/Incident
Response
Incident Response Planning
Compliance Consulting (DFARS
& CMMC)
CIS Top 20 Controls
Cybersecurity as a Service



SECURECYBER
D E F E N S E

ENGAGE
FORTINET ADVANCED PARTNER



The Secure Cyber Defense Difference

Our goal is to understand our client's business and goals first so we can develop solutions that deliver the data security solution that's right for them. Our mission is not to be just another MSSP which is why we also offer:

- A fully staffed 24/7 Cyber Intelligence Center
- Integration of federal and local law enforcement threat intelligence feeds
- Incident Response and Digital Forensic teams
- Certified incident response and planning analysts
- Compliance assessments (DFARS, CMMC & CIS Top 20 Controls)

The importance of an experienced team

We understand data security means trusting us with your most sensitive information. We take this role seriously by training and hiring an experienced team

- SANS GCFA Certified Analysts
- Fortinet NSE 4 Certifications
- Former military and federal and local law enforcement officers

Our Customer-First Approach

While we may be cybersecurity experts, we recognize that building a trusting relationship is important, particularly when the unexpected happens. This means offering weekly insights on the latest threats and educating our customer on new technology and security approaches. That's why we believe being **Cyber Aware means being Cyber Prepared.**



SECURECYBER
D E F E N S E

Contact us at
937-388-4405 or
info@secdef.com



@secdefllc



secure-cyber-defense-llc



Secure Cyber Defense

securecyberdefense.com

ADMINISTRATION

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

Resolution Adopting Permanent Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

The final step in the 2023 strategic planning and budgeting process is the adoption of permanent appropriations. Adoption of this resolution would increase appropriations across all funds by a net amount of \$1,022,225, to a total of \$61,641,884. The significant changes are:

- An increase in appropriations in the General Fund by \$376,269, primarily due to increased costs for sidewalk projects and the reallocation of payroll related expenses that may not be eligible for the American Rescue Plan.
- An increase in appropriations in the Police Fund by \$227,441, primarily due to the academy recruitment initiative, the replacement of two cruisers.
- An increase in appropriations in the Fire Fund by \$250,941, primarily due to an increase in costs for an engine and an increase in matching grant requirements for a grant through the Assistance to Firefighters Grant program.
- An increase in appropriations in the Zoning Fund by \$72,320, due to increased expenses for sidewalk projects.
- An increase in appropriations in the Law Enforcement Trust Fund by \$55,000 due to the reallocation of expenses from the Police Fund for increases in the Axon contract for tasers and body cameras.
- An increase in appropriations in the Ambulance and EMS Fund by \$110,000 due to equipment for community paramedicine and the purchase of a chassis.
- A decrease in appropriations in the Recycling Incentive Fund by \$82,964, primarily due to a reduction in salaries.
- An increase in appropriations in the Parks Fund by \$25,717, due to the reallocation of payroll related expenses that may not be eligible for the American Rescue Plan and an increase in maintenance expenses.

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 23

**RESOLUTION AUTHORIZING THE ADOPTION OF PERMANENT APPROPRIATIONS
AND AMENDING THE 2023 STRATEGIC PLAN AND BUDGET**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2023, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2023 APPROPRIATIONS
1000	General Fund	\$6,951,108
2011	Motor Vehicle License Tax	\$191,197
2021	Gasoline Tax	\$1,213,325
2031	Road and Bridge	\$1,185,512
2081	Police District	\$9,131,460
2111	Fire District	\$13,932,650
2181	Zoning	\$253,545
2231	Permissive Motor Vehicle License Tax	\$653,760
2261	Law Enforcement Trust	\$430,925
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$7,496,967
2281	Ambulance And Emergency Medical Services	\$1,506,803
2401	Special Assessment - Lighting Districts	\$165,360
2402	CDBG Sidewalk Maintenance Fund	--
2901	TIF - Kroger	\$241,125
2902	Recycling Incentive	\$113,819
2903	TIF - Colerain Towne Center	\$557,825
2904	TIF - Duke	\$216,000
2905	TIF- Northridge	\$1,500
2906	Sidewalk Waiver	\$250,000
2908	CDBG Com Dev Block Grant	\$150,000
2911	Parks & Services	\$1,224,294
2912	Community Center	\$286,844
3101	Bond Retirement	\$800,000
4101	Capital Project- Fire Fund	\$12,000,000

6001	Self-Insurance Fund	\$2,683,865
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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 March 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 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 March 2023. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Finance Director

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

Resolution to Amend Telecommunications Policy
Recommend ADOPTION of the Motion.

Rationale:

At its 2/14/23 meeting, the Board of Trustees amended the organizational chart. This amendment to the Policy Book would align the list of positions eligible to receive a cell stipend with the organizational chart. The positions of EMS Coordinator, Part-time Public Educator, and Community Paramedic would receive a \$35/month stipend, and the Assistant Director of Public Services would receive a \$60/month stipend.

The rationale for offering the stipend is that it is a more cost effective method to ensure connectivity among employees than providing a separate phone and service for each employee.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the _____ day of _____, 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 TELECOMMUNICATIONS POLICY

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

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

WHEREAS, the attached policy has been updated reflect position and title changes in
the organizational chart; and;

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

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

1. The attached Telecommunications Policy be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution
be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby
authorizes the adoption of the Resolution upon its first reading.

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 _____, 2023.

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 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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

1.24 COLERAIN TOWNSHIP TELECOMMUNICATION POLICY

PURPOSE

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

USE OF TELECOMMUNICATIONS

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

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

Township will result in a forfeiture of the stipend amount and the employee being issued a Township mobile phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own mobile equipment.

DATA CONNECTIVITY SERVICE

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

STIPEND AMOUNT AND ELIGIBILITY

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

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

- p. Events Coordinator
 - q. Fleet Manager
2. Eligible employees at the \$35 per month level include:
- a. Roads Supervisor
 - b. Parks Supervisor
 - c. Maintenance Workers
 - d. Code Enforcement Officer
 - e. Code Enforcement Specialist
 - f. Police Sergeants
 - g. Police Detectives
 - h. School Resource Officers
 - i. Fleet Mechanic II
 - j. EMS Coordinator
 - k. Fire Part-time Public Educator
 - l. Community Paramedic
 - m. Fire Executive Administrative Assistant
 - n. Fire Captains
 - o. Fire Lieutenant
 - p. Facility Manager
 - q. Missing Persons Scribe

REGULATIONS ON USE

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

ADMINISTRATION

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

Motion to Modify Rules of Procedure and Conduct for Board of Trustee Meetings

Recommend ADOPTION of the Motion.

Rationale:

At the February 14, 2023 Work Session, the Trustees directed staff to draft an update to the current Rules of Procedure and Conduct for Board of Trustee Meetings to include a requirement for an Annual Work session on Capital Reserves. The attached document contains section VI which outlines the requirements for this meeting and provides a general overview of the procedure for evaluating capital requests and distribution of any capital reserve funding.

**Colerain Township
Rules of Procedure and Conduct
Board of Trustees - Procedures/Rules**

I. Meetings

A. Introduction

1. The Colerain Township Board of Trustees is sensitive and committed to the public's right to attend meetings not only when decisions are made but also when topics of a township nature are discussed.
2. Moreover, the Colerain Township Board of Trustees desires to codify the rules and procedures utilized in conducting such meetings to (1) ensure compliance with the Ohio Revised Code Open Meetings Act (ORC 121.22), (2) to ensure effectiveness and efficiency by Board members, and (3) offer a uniform, consistent, and written form of conduct expected from Board members and those attending meetings.

B. Definitions

1. A "meeting" applies to a quorum of the Colerain Township Board of Trustees when they take official action, conduct deliberations, or discuss business of the public and a "meeting" is defined as a gathering of a majority of the Board of Trustees for the purpose of discussing or deliberating public business. The Colerain Township Board of Trustees has determined its own rules and order of business (ORC 504.09). The presiding officer is the President of the Board. If the President is excused from the meeting, the Vice President will become the presiding officer.
2. Meetings of the Colerain Township Trustees and each committee or task force legislatively created by the Board of Township Trustees in order to directly report to the Board of Trustees will be deemed a "public body" ("Meeting" defined in ORC 121.22).
3. The Colerain Township Board of Trustees recognizes four general types of public meetings: Regular Meetings, Work Sessions, Agenda Sessions, and Special Meetings.

C. Adjustment of Agenda and/or Citizen Address

1. A rare occasion may present itself which a matter may require the immediate attention of the Board. The Board may adjust the agenda or proceeding of a Regular Meeting in order to address the matter. This may include curtailing a portion of the public participation of the meeting.

D. Board Voting Procedure

1. All voting is done in the affirmative or negative alphabetically in a roll call vote. A majority vote results in the passage of an item.
2. Even after a robust debate, the Board may not be prepared to vote on a resolution. Several options exist: (a) a Trustee may motion to postpone the resolution in order to gather more information and provide more public input (b) the item be tabled in order to address questions so that the item can be voted at a future meeting (c) the item be withdrawn at the request of the mover but only if no Trustee present an objections.
3. On some occasions, a Trustee may decide to abstain from voting and discussion.

- E. Conflict of interest -** A Trustee is not permitted to vote, discuss, lobby or deliberate on any issue in which a conflict of interest exists. A conflict of interest arises when the decision of the Trustee is participating in affects that Trustee's own financial interests or the interests of his family or business associates. The presence of a conflict of interest means the Trustee must recuse himself from the entire decision-making process. If unsure, a Trustee may contact the Ohio Ethics Commission at (614) 466-7090 for an advisory opinion. If such an opinion is not available before a vote, the Trustee should recuse himself from any deliberation and/or vote on the issue in question.

II. Board of Trustees - Regular Meetings

A. Introduction

1. A "Regular Meeting" schedule will be adopted by the Board of Trustees annually at the organizational meeting typically held during the first week of January. Such meetings may or may not include reports from Department Heads and the Township Administrator. A President and Vice President of the Board will be elected annually by the Trustees. The President will serve as presiding officer over such meetings. In the event the President is

excused from the meeting, the Vice President will serve as presiding officer.

2. Regular meetings are held in order to discuss, deliberate, and conduct Township business in a public setting. The Board is committed to provide meeting attendees the right to be heard at such meetings but can place limitations on the time, place, and manner of access to such meetings in a manner that is content-neutral and narrowly construed in order to serve the Township's interest.
3. The schedule for regular meetings is to be posted on the Colerain Township website and other conspicuous places.

B. Procedure

1. Agenda items presented during the Meeting will be brought by motion by a member of the Board and seconded by another Board member. The Presiding Officer will then ask other Board members for discussion. The Fiscal Officer will call the role.
2. The Presiding Officer has the discretion, with a majority vote of the Board, to change the order of agenda.
3. The Board will follow parliamentary procedure when conducting all regular and special meetings. The basic outline of such procedure is found in "Robert's Rules of Order, Newly Revised" (12th ed.). However, the Board is not strictly bound to adhere to those rules of procedure.

C. Decorum

1. It is the desire of the Board that the meetings reflect the highest levels of decorum and mutual respect between citizens and their government and each other.
2. The Board is steadfastly committed to respect the rights of all citizens to present differing views, opinions, and criticism.
3. Members of the Board and all of those attending Meetings must conduct themselves in a civil and respectful manner. Any member of the Board maintains the right and duty to declare a person or persons disruptive and, upon majority consent, request law enforcement remove disorderly persons from the meeting.

D. Order of Business

1. Opening of Meeting
 - a. Presiding Officer gavels the meeting to order
 - b. Presiding Officer will request that the Fiscal Officer call the roll by name in alphabetical order.
2. Adjourn to Executive Session
 - a. Agenda for meeting of Board of Trustees will always have a placeholder for Executive Session.
 - b. If an Executive Session is announced, it must always begin and end in an open meeting. A motion must be made in order to adjourn the Regular (or Special) Meeting in order to enter Executive Session. Such a motion must be approved by a majority using a roll call vote.
 - c. The motion for an Executive Session must specifically identify one or more of the approved matters to be discussed pursuant to ORC 121.22.
3. Return from Executive Session - Upon returning from Executive Session, the Presiding Officer will request a motion to return from Executive Session, then roll call, and a motion to act upon items discussed in Executive Session (if applicable) followed by a motion to amend the agenda (if applicable).
4. Pledge of Allegiance - Presiding Officer or their delegate will lead in Pledge of Allegiance.
5. Meditation (Moment of Silence) - Presiding Officer will lead in a moment of silence and meditation.
6. Approval of Minutes - Presiding Officer will request that the Fiscal Officer present any minutes for approval by the Board. ORC 507.04 requires that the Fiscal Officer keep "an accurate record of the proceedings" and must contain sufficient information to allow the public to understand the rationale behind the Board's decisions.
7. Presentations
 - a. Presentations are offered by the Administrator or guest of Administrator (Members of the Board of Trustees may also request presentation time for a relevant guest). These

presentations may include elected or appointed officials (or their representatives) - regardless of political party - offering policy updates. Elected officials must represent some or the entire Township at some level of government and may not use the forum for electioneering. No candidates within 90 days of either the primary or general election will be placed on the agenda.

- b. All presentations must be pre-approved by the Administrator.
- c. Presenters are expected to address the Board and not the audience.

8. Public Hearing

- a. A motion and vote is required to open a public hearing.
- b. The Presiding Officer will open the scheduled Public Hearing at the appointed time, state the case number, and allow Township staff to present the case.
- c. Anyone speaking to the Board - opponents, proponents, or neutral speakers - will be duly sworn in by the Township legal counsel.
- d. All speakers must adhere to the rules of decorum specified above in the "Citizen's Address" section.
- e. Upon conclusion of interested party comments, there will be a motion and vote to close the hearing.

9. Citizen's Address

- a. The Board provides opportunity for and encourages citizen participation.
- b. Those wishing to speak at a Trustee Meeting are asked to fill out a short form housed in the hallway outside the Trustees' Chamber in order to be recognized. Citizens may speak on any topic germane to the business of the Board and topics are not limited to items on the agenda for that meeting.
- c. Once recognized, citizens are asked to speak into the microphone at the podium and give their name and address.

Speakers may only address the Board. No conversations may be carried on between the speaker and individual citizens in attendance or with individual Board members.

- d. Each citizen will be allotted a maximum of five (5) minutes to speak through use of a timer visible to the citizen audience and Board of Trustees. Citizens may not reserve time nor yield time to another speaker. This policy is designed to hear from as many citizens from as many points of view as possible. The Presiding Officer will alert the speaker as to the expiration of the five minutes and recognize the next speaker. The time limit may be extended at the discretion of a majority of the Trustees.
- e. "Citizen's Address" is an opportunity for the Board to hear input from various stakeholders in Colerain Township. It is not a time for Board members to debate or engage in instant dialogue with speakers. However, Board members and administration may choose to respond to questions or citizen concerns during the Administrator or Trustee Report at the current or subsequent meetings.
- f. The Board or Board members may receive written correspondence from the public, but are not required to read or comment on such written correspondence.
- g. During any citizen's comment period, the Presiding Officer has the right to interrupt, and Board members have the right to request the Presiding Officer interrupt, and ask a citizen to be seated if comments are unrelated to Township business or become disruptive.
- h. Any member of the Board reserves the right and duty to declare disruptive persons as disorderly, and with majority consent of the Board, ask that law enforcement escort such individuals from the meeting in accordance with ORC 505.09.
- i. At the end of the speaker list, the President of the Board will ask the audience if anyone who filled out a request to speak was not called on.

10. Administrative Reports - the Township Administrator (or proxy) offers an update on prescient issues, responds to citizen concerns from "Citizen Address" or any other forum, and responds to questions posed by the Trustees. Next, the Administrator yields to Department Heads in order to provide further updates and public information.
11. Trustees' Report
 - a. Trustees will share any comments.
 - b. All remarks meet the same rules of decorum as the "Citizen's Address" and are only the opinion of one Trustee and not of the full Board.
 - c. No electioneering is permitted.
 - d. If an action be necessary as the result of an item or items from the Trustee Report, the Board and/or Administrator will request a motion to amend the agenda so that a new or separate topic or motion can be offered.
12. New Business
 - a. The "New Business" section includes statutory resolutions which, upon passage, generally are effective upon a majority approval of the Board.
 - b. The Presiding Officer requests the Administrator to introduce business items to the Board. Either the Township Administrator or the Presiding Officer can ask for a motion.
 - c. Each resolution shall be introduced in written form by a member of the board. Each resolution shall contain only one subject, which shall be expressed in its title, except that appropriation measures may contain the various subjects, accounts, and amounts for which moneys are appropriated, and except that resolutions that are codified or recodified are not subject to the limitation of containing only one subject (ORC504.10).
 - d. Each resolution that is on the agenda shall be read by title only or read in full if required. Each resolution shall be read on two separate days. The Board may, by a majority vote of its members authorize the adoption of a resolution upon its first reading (ORC504.10). For the purposes of this section, resolutions of nuisance abatement are exempt.

- e. Other items considered during this time include agreements, contracts, volunteer board appointments, etc.
- f. Each item is considered separately.
- g. A majority decision is normally required.

13. Consent Items

- a. Packages of routine items of business that do not require discussion may be listed as a single item on the agenda so that one vote may be cast on all items instead of separate votes on each. Examples of Consent Items include (but are not limited to) payment of previously budgeted or otherwise duly approved expenditures, new hires per the Township's policy manual, receipt of reports, and approval of Board communications.
- b. Any Trustee may request an item be removed from the "Consent Agenda" and a second is not required. Procedurally, any items removed from the Consent Agenda for separate discussion will be considered after the Consent motion.
- c. Items under the Consent Agenda will be enacted by one motion. Each item approved under the motion, will receive the same motion number.

14. Fiscal Officer Report

- a. The Fiscal Officer will be provided reasonable time to share any comments.
- b. All remarks are directed to the Presiding Officer and must meet the same rules of decorum as the "Citizen Address." As a result, the Trustee Report is not an opportunity to allude to others by name or by motives.
- c. Any comments from the Fiscal Officer are the opinion of the Fiscal Officer and not the Board of Trustees.

15. Executive Session - if requested. The procedure is outlined above.

16. Adjournment
 - a. Trustees are not required to act on all items on the agenda. A motion to adjourn can be moved, seconded, and passed at any time. Any items not considered or left unfinished from the agenda may be listed under “old business” at the next Trustee meeting.
 - b. A Board member proposes a motion to adjourn, another member seconds the motion and a roll call vote is taken by the Fiscal Officer.

III. Board of Trustees - Work Sessions

- A. Work Sessions are structured in a less formal manner than Regular Meetings and are designed for Trustees and Department heads to discuss Township related projects and activities.
- B. Work Sessions are "Open Meetings" and must abide by the Ohio Revised Code Open Meetings Act. They are open to the public, must be properly noticed, and minutes must be kept. The Presiding Officer will outline the level of public input for each meeting.

IV. Board of Trustees - Special Meetings

- A. The Colerain Township Board of Trustees may call Special Meetings at any time for purposes they are permitted by law to act upon.
- B. In order to properly notice, the press must be notified of a Special Meeting twenty-four (24) hours in advance of the scheduled meeting (ORC 121.22). The public notice must state the date, time, location, and purpose of the meeting. In order for an item to be discussed or deliberated it must be listed in the announcement's purpose.
- C. Any action taken at a Special Meeting or Regular Meeting is invalid if adequate advance notice has not been provided (ORC 121.22).
- D. Any action taken at a Special Meeting in which one of the Trustees has not been notified of the time and place of the meeting is also invalid.

V. Executive Sessions

- A. Executive Sessions are an exception to the Ohio revised Code Open Meetings Act but only under specific conditions: (1) Matters related to public employees, officials, licensees, or regulated individuals (2) Purchase or sale of property by the public body (3) Conferences with an

attorney for the public body concerning matters of pending or imminent court action (4) Matters related to employee bargaining negotiations (5) Matters that must be kept confidential according to federal or state law (6) Details of security arrangements and emergency response protocols (7) Trade secrets of county hospitals, joint township hospitals, and municipal hospitals (8) To consider confidential information relating to economic development (must be unanimous) (9) Veteran's service applications.

- B. Invitees - The Board may, at its discretion, include or exclude any member of the public in executive sessions. Only Trustees, special invitees, and such employees or staff members that the Board deems appropriate are allowed to be present for executive sessions. All others are excluded from the Executive Session.
- C. Minutes - Minutes are not required to be kept during executive sessions, but the minutes of the meeting must document a motion to go into executive session as well as the return to open sessions.
- D. Motion - motion to enter executive session must specifically identify the exact permissible discussion topic which will be discussed.
- E. Action - The Board may not vote or take any official action in an executive session; all votes must take place in an open meeting.
- F. Confidentiality - The Board of Trustees and all employees agree that topics discussed in executive sessions are to remain strictly confidential. Discussions during executive sessions should not be disclosed for any reason, except as required by law. However, once a matter has been brought public out of an executive session and into the general or special meeting, the matter is no longer confidential.

VI. Capital Reserve Annual Work Session

- A. Annually, the Board of Trustees will hold a work session to discuss capital reserves and to evaluate potential capital spending for the following fiscal year.
- B. To calculate the capital reserve, staff will evaluate year-end spending in the General Fund against the projected year-end spending contemplated with the five-year forecast adopted with temporary appropriations. Then, with the adoption of permanent appropriations, the Township will update year-end projections for the General Fund. An inert variable will be placed on the account to reduce the General Fund to equal the amount projected at temporary appropriations. An equal, positive figure will be placed in the Capital Reserve Fund.



ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Amend Capital Project - Colerain Avenue Sidewalks - Jonrose to Shadycrest to \$2,100,000
Recommend ADOPTION of the Motion.

Rationale:

The Township adopts a list of capital projects each year with a set dollar amount. As costs come in, these rates may need to be amended to reflect increases in pricing. Attached is an updated Engineer's estimate of costs for the Colerain Avenue sidewalk and streetscape project from Jonrose to Shadycrest.

To date, the Township has received the below grants to help offset these costs:

- \$746,288: OKI TA Grant
- \$76,000: OKI TA Grant
- \$1,000,000: SORTA TIF Grant
- \$130,000: SORTA TIF Grant
- \$150,000: Community Development Grant
- \$150,000: Community Development Funds - Loan at 0% interest

The recommendation to increase to \$2,100,000 will provide flexibility should additional utilities need to be relocated once in the field. Further, ODOT is estimating that this project will cost \$2,068,083.

Estimate 113851

Estimated Cost:\$1,742,912.01

Contingency: 5.00%

Estimated Total: \$1,830,057.61

Reconstruction of existing sidewalk and curbs on both sides of Colerain Ave (US 27) from Jonerose Ave to Shandycrest Dr.

Base Date: 02/21/23

Spec Year: 19

Unit System: E

Work Type: CURB, GUTTER AND SIDEWALK WORK

Highway Type:

Urban/Rural Type: URBAN CLASS

Season: SUMMER

County: HAMILTON

Latitude of Midpoint: 391319

Longitude of Midpoint: 843508

District: 08

Federal/State Project Number: E220013 / 113851

Estimate Type: 2/20/2023

Prepared by Shawn Richards on 02/21/23

Checked by Eric Anderson on 02/21/23

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

Group 0001: ROADWAY

0005	202E23000 PAVEMENT REMOVED	1,630.000	SY	\$16.40589	\$26,741.60
0006	202E30000 WALK REMOVED	15,282.000	SF	\$5.27000	\$80,536.14
0007	202E32000 CURB REMOVED	2,617.000	FT	\$6.59000	\$17,246.03
0008	202E58101 CATCH BASIN REMOVED, AS PER PLAN	1.000	EACH	\$900.00000	\$900.00

Total for Group 0001:\$125,423.77

Group 0002: EROSION CONTROL

0009	203E10000 EXCAVATION	68.000	CY	\$40.22826	\$2,735.52
0010	203E10001 EXCAVATION, AS PER PLAN	7.000	CY	\$70.50000	\$493.50
0011	203E20000 EMBANKMENT	68.000	CY	\$25.13023	\$1,708.86
0012	659E00300 TOPSOIL	37.000	CY	\$44.33048	\$1,640.23
0013	659E10000 SEEDING AND MULCHING	336.000	SY	\$4.80418	\$1,614.20
0014	659E14000 REPAIR SEEDING AND MULCHING	17.000	SY	\$0.51303	\$8.72
0015	659E20000 COMMERCIAL FERTILIZER	0.050	TON	\$1,276.74393	\$63.84
0016	659E31000 LIME	0.070	ACRE	\$519.25153	\$36.35
0017	659E35000 WATER	1.800	MGAL	\$3.22962	\$5.81
0018	832E30000 EROSION CONTROL	34,752.000	EACH	\$1.00000	\$34,752.00

Total for Group 0002:\$43,059.03

Group 0003: DRAINAGE

0019	605E14000 6" BASE PIPE UNDERDRAINS	2,046.000	FT	\$11.16630	\$22,846.25
0020	611E00510 6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	126.000	FT	\$24.50986	\$3,088.24
0021	611E00901 6" CONDUIT, TYPE B, AS PER PLAN , FOR DRAINAGE CONNECTION	100.000	FT	\$27.89655	\$2,789.66
0022	611E98651 CATCH BASIN FRAME AND GRATE, AS PER PLAN	1.000	EACH	\$800.00000	\$800.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

0023	611E99654	15.000	EACH	\$554.69967	\$8,320.50
MANHOLE ADJUSTED TO GRADE					

Total for Group 0003:\$37,844.65

Group 0004: PAVEMENT

0024	204E10000	3,653.000	SY	\$2.21717	\$8,099.32
SUBGRADE COMPACTION					

0025	302E56000	421.000	CY	\$195.93000	\$82,486.53
ASPHALT CONCRETE BASE, PG64-22, (449) 10.5" DEPTH					

0026	304E20000	364.000	CY	\$47.69141	\$17,359.67
AGGREGATE BASE , 6" DEPTH					

0027	407E10000	82.000	GAL	\$3.00457	\$246.37
TACK COAT					

0028	442E20000	62.000	CY	\$322.32131	\$19,983.92
ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (448)					

0029	451E10021	28.000	SY	\$150.00000	\$4,200.00
6" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA, AS PER PLAN					

0030	452E12020	2,544.000	SY	\$73.06000	\$185,864.64
8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA					

0031	608E12000	7,798.000	SF	\$6.98637	\$54,479.71
5" CONCRETE WALK					

0032	608E12001	2,458.000	SF	\$25.00000	\$61,450.00
5" CONCRETE WALK, AS PER PLAN					

0033	608E52000	728.000	SF	\$15.40031	\$11,211.43
CURB RAMP					

0034	609E26000	2,583.000	FT	\$22.00409	\$56,836.56
CURB, TYPE 6					

0035	690E98400	1.000	LS	\$18,163.33000	\$18,163.33
SPECIAL - CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION					

Total for Group 0004:\$520,381.48

Group 0005: WATER WORK

0036	202E75610	1.000	EACH	\$177.58910	\$177.59
VALVE BOX REMOVED					

0037	625E29000	57.000	FT	\$5.84753	\$333.31
TRENCH					

0038	638E10400	3.000	EACH	\$1,087.60826	\$3,262.82
FIRE HYDRANT ADJUSTED TO GRADE					

0039	638E10800	13.000	EACH	\$245.12617	\$3,186.64
VALVE BOX ADJUSTED TO GRADE					

0040	638E10900	4.000	EACH	\$223.53615	\$894.14
SERVICE BOX ADJUSTED TO GRADE					

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
	<u>Description</u>				
	<u>Supplemental Description</u>				
0041	638E20770	127.000	FT	\$150.00000	\$19,050.00
	SPECIAL - 1" COPPER WATER SERVICE LINE				
	,GCWW SPEC 1126				
0042	638E20904	2.000	EACH	\$300.00000	\$600.00
	SPECIAL - SERVICE BOX				
	, GCWW SPEC 1131				

Total for Group 0005:\$27,504.50

Group 0006: LIGHTING

0043	625E00450	212.000	EACH	\$76.82000	\$16,285.84
	CONNECTION, FUSED PULL APART				
0044	625E00460	103.000	EACH	\$76.82000	\$7,912.46
	CONNECTION, UNFUSED PULL APART				
0045	625E10481	29.000	EACH	\$2,000.00000	\$58,000.00
	LIGHT POLE, DECORATIVE, AS PER PLAN				
0046	625E14501	29.000	EACH	\$1,600.00000	\$46,400.00
	LIGHT POLE FOUNDATION, AS PER PLAN				
0047	625E10500	9.000	EACH	\$1,500.00000	\$13,500.00
	LIGHT POLE, MISC.:				
	LIGHT BOLLARD, AS PER PLAN				
0048	625E14501	9.000	EACH	\$1,000.00000	\$9,000.00
	LIGHT POLE FOUNDATION, AS PER PLAN				
0049	625E23308	11,704.000	FT	\$1.01000	\$11,821.04
	DISTRIBUTION CABLE, MISC.:				
	LTG-#10 AWG 600 VOLT				
0050	625E23308	1,053.000	FT	\$1.01000	\$1,063.53
	DISTRIBUTION CABLE, MISC.:				
	#10 AWG 600 VOLT				
0051	625E23308	1,197.000	FT	\$1.37000	\$1,639.89
	DISTRIBUTION CABLE, MISC.:				
	#8 AWG 600 VOLT				
0052	625E23308	2,367.000	FT	\$1.82000	\$4,307.94
	DISTRIBUTION CABLE, MISC.:				
	#6 AWG 600 VOLT				
0053	625E23308	5,497.000	FT	\$2.48000	\$13,632.56
	DISTRIBUTION CABLE, MISC.:				
	#4 AWG 600 VOLT				
0054	625E23308	6,832.000	FT	\$3.75000	\$25,620.00
	DISTRIBUTION CABLE, MISC.:				
	#1 AWG 600 VOLT				
0055	625E23308	8,458.000	FT	\$4.51000	\$38,145.58
	DISTRIBUTION CABLE, MISC.:				
	#1/0 AWG 600 AWG				
0056	625E25300	234.000	FT	\$16.61295	\$3,887.43
	CONDUIT, 1-1/2", 725.04				
0057	625E25400	800.000	FT	\$18.72000	\$14,976.00
	CONDUIT, 2", 725.04				
0058	625E25500	2,021.000	FT	\$34.07500	\$68,865.58
	CONDUIT, 3", 725.04				
0059	625E25600	110.000	FT	\$32.97806	\$3,627.59
	CONDUIT, 4", 725.04				
0061	625E25802	265.000	FT	\$12.00000	\$3,180.00
	CONDUIT, CONCRETE ENCASED				
	2"				

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					
0062	625E25802	753.000	FT	\$22.50000	\$16,942.50
CONDUIT, CONCRETE ENCASED 3"					
0063	625E25802	363.000	FT	\$28.00000	\$10,164.00
CONDUIT, CONCRETE ENCASED 4"					
0064	625E27551	29.000	EACH	\$1,600.00000	\$46,400.00
LUMINAIRE, DECORATIVE, AS PER PLAN POST TOP					
0065	625E29002	2,459.000	FT	\$7.85925	\$19,325.90
TRENCH, 24" DEEP					
0066	625E29400	389.000	FT	\$34.29605	\$13,341.16
TRENCH IN PAVED AREA					
0067	625E30700	39.000	EACH	\$692.91829	\$27,023.81
PULL BOX, 725.08, 18"					
0068	625E32000	38.000	EACH	\$223.01968	\$8,474.75
GROUND ROD					
0069	625E34001	1.000	EACH	\$6,000.00000	\$6,000.00
POWER SERVICE, AS PER PLAN					
0070	625E36010	2,863.000	FT	\$0.65526	\$1,876.01
UNDERGROUND WARNING/MARKING TAPE					

Total for Group 0006:\$491,413.57

Group 0007: OTHER UTILITIES

0071	611E99700	12.000	EACH	\$120.11270	\$1,441.35
SPECIAL - GAS VALVE BOX ADJUSTED TO GRADE					
0072	625E31600	3.000	EACH	\$1,228.75000	\$3,686.25
PULL BOX, MISC.: ADJUST TO GRADE					
0073	690E98100	24.000	FT	\$20.00000	\$480.00
SPECIAL - SLEEVE EXISTING GAS LINE					
0074	690E98400	1.000	LS	\$1,500.00000	\$1,500.00
SPECIAL - LACP CCTV					

Total for Group 0007:\$7,107.60

Group 0009: LANDSCAPING

0075	661E20040	79.000	EACH	\$50.00000	\$3,950.00
DECIDUOUS SHRUB, 2' HEIGHT , RHUS AROMATICA					
0076	661E20060	26.000	EACH	\$75.00000	\$1,950.00
DECIDUOUS SHRUB, 3' HEIGHT , MYRICA PENNSYLVANICA					
0077	661E40100	13.000	EACH	\$550.00000	\$7,150.00
DECIDUOUS TREE, 2-1/2" CALIPER , CERIS CANADENSIS INERMIS IMPERIAL					
0078	661E40100	7.000	EACH	\$550.00000	\$3,850.00
DECIDUOUS TREE, 2-1/2" CALIPER , SYRINGA RETICULATE					
0079	661E40120	14.000	EACH	\$6,500.00000	\$91,000.00
DECIDUOUS TREE, 3" CALIPER , GINKO BILOBA					
0080	661E40120	26.000	EACH	\$650.00000	\$16,900.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

DECIDUOUS TREE, 3" CALIPER
, GLEDISIA TRIACANTHOS

Total for Group 0009:\$124,800.00

Group 0010: TRAFFIC CONTROL

0081	630E03100	27.500	FT	\$15.66000	\$430.65
GROUND MOUNTED SUPPORT, NO. 3 POST					
0082	630E08520	11.000	FT	\$15.11972	\$166.32
STREET NAME SIGN SUPPORT, NO. 3 POST					
0083	630E85100	5.000	EACH	\$58.75939	\$293.80
REMOVAL OF GROUND MOUNTED SIGN AND REERECTION					
0084	644E00100	0.450	MILE	\$5,093.66800	\$2,292.15
EDGE LINE, 4"					
0085	644E00200	0.740	MILE	\$2,151.99533	\$1,592.48
LANE LINE, 4"					
0086	644E00300	0.740	MILE	\$10,028.69441	\$7,421.23
CENTER LINE					
0087	644E00630	173.000	FT	\$6.99965	\$1,210.94
CROSSWALK LINE, 24"					
0088	644E01300	6.000	EACH	\$112.19751	\$673.19
LANE ARROW					
0089	644E01400	2.000	EACH	\$138.96508	\$277.93
WORD ON PAVEMENT, 72"					
0090	644E01510	200.000	FT	\$2.02666	\$405.33
DOTTED LINE, 6"					
0091	644E20800	8.000	FT	\$17.65000	\$141.20
YIELD LINE					

Total for Group 0010:\$14,905.22

Group 0011: SEAT WALL

0092	203E10001	8.460	CY	\$70.50000	\$596.43
EXCAVATION, AS PER PLAN					
0093	203E20000	125.890	CY	\$25.13023	\$3,163.64
EMBANKMENT					
0094	503E21100	178.270	CY	\$49.58573	\$8,839.65
UNCLASSIFIED EXCAVATION					
0095	509E10000	3,789.000	LB	\$1.96297	\$7,437.69
EPOXY COATED REINFORCING STEEL					
0096	511E46510	35.440	CY	\$536.32955	\$19,007.52
CLASS QC1 CONCRETE, FOOTING					
0097	602E15001	101.600	CY	\$700.00000	\$71,120.00
BLOCK MASONRY, AS PER PLAN BLOCK WALL					
0098	602E97000	1,789.630	SF	\$48.66000	\$87,083.40
MASONRY, MISC.: CAST STONE FACING					

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					
0099	602E98100	421.670	FT	\$121.67000	\$51,304.59
MASONRY, MISC.: CAST STONE TOP					

Total for Group 0011:\$248,552.92

Group 0012: MAINTENANCE OF TRAFFIC

0100	410E22000	250.000	TON	\$61.60000	\$15,400.00
TRAFFIC COMPACTED SURFACE, TYPE A OR B					
0101	614E12800	263.000	EACH	\$7.23627	\$1,903.14
WORK ZONE RAISED PAVEMENT MARKER					
0102	614E20210	0.380	MILE	\$3,616.62692	\$1,374.32
WORK ZONE LANE LINE, CLASS I, 6", 740.06, TYPE I					
0103	614E21200	0.740	MILE	\$10,561.72862	\$7,815.68
WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I					
0104	614E22200	0.680	MILE	\$6,377.40092	\$4,336.63
WORK ZONE EDGE LINE, CLASS I, 4", 740.06, TYPE I					
0105	614E23400	1,927.000	FT	\$2.16769	\$4,177.14
WORK ZONE CHANNELIZING LINE, CLASS I, 8", 740.06, TYPE I					
0106	616E10000	50.260	MGAL	\$5.22000	\$262.36
WATER					

Total for Group 0012:\$35,269.27

Group 0013: INCIDENTALS

0107	623E10000	1.000	LS	\$3,500.00000	\$3,500.00
CONSTRUCTION LAYOUT STAKES AND SURVEYING					
0108	614E11000	1.000	LS	\$23,150.00000	\$23,150.00
MAINTAINING TRAFFIC					
0109	624E10000	1.000	LS	\$40,000.00000	\$40,000.00
MOBILIZATION					

Total for Group 0013:\$66,650.00

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
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 to Approve Change Order - KZF - Design Services for Colerain Avenue Streetscape Project - \$70,989
Recommend ADOPTION of the Motion.

Rationale:

This project was originally approved in 2019 as part of the federal Transportation Alternatives grant. KZF was selected as the design and engineering firm for the project. Due to unanticipated additional plan submissions and revisions at the request of the Ohio Department of Transportation, as well as delays in receipt of necessary design requirements to accommodate existing underground utilities and get necessary approvals by utility owners, KZF was required to perform additional work outside of the original scope of the agreement. This change order request will cover that additional work as we continue to work toward construction of the project in 2023 and 2024.

There are two facets to this request, a change order for the work needed to get the project ready for ODOT's competitive bidding process and a change order for potential additional changes that may have to occur as part of the construction process (this would be to cover changes that are a result of unknowns that are discovered while in the field).

03/01/2023

Service Order Amendment #2

Owner/Client	Colerain Township, Ohio
Address	4200 Springdale Road • Colerain Township, OH 45251
Project Contact Representative	Jeff Weckbach, Township Administrator
Project Contact Email	jweckbach@colerain.org
Project Title	HAM US 27 11.09 Sidewalks (PID 113851)
KZF Project Number	6947.01

Due to additional plan submissions and revisions at the request of the ODOT (PROJECT ADMINISTRATOR), as well as delays in receipt of necessary design requirements from utility owners to get necessary approvals to move the Colerain Avenue Sidewalks Jonrose Avenue to Shadycrest Drive (PROJECT) into construction, KZF was required to perform additional work outside of the original scope of the agreement.

KZF Design Inc. (CONSULTANT) requests an amendment to the service order agreement (AGREEMENT) dated December 2, 2020 to include the following additional services:

Changes after 50% Final Tracings

On 11/17/23, ODOT requested plan adjustments after KZF's Final Tracings submittal was more than 50% complete. During a site visit in mid-November, ODOT discovered unforeseen circumstances in the existing right-of-way. KZF was requested to redesign the northbound bus stop pull off to avoid existing buried drainage facilities.

Utility Coordination after Final Tracings Completed

Final Tracing submission was sent to ODOT on 12/16/23. This work rounded out KZF's contact for the PROJECT. After sending final plans to utility owners for review, it was determined additional coordination meetings and plan adjustments were required to gain the necessary information from utility owners to avoid utility conflicts, as well as concurrence by utility owners to move forward with construction. Coordination meetings were held late in late December and early January with ODOT, MSD, GCWW, Altafiber/CBT, and Duke gas/aerial. Additional design work, calculations, and studies were also required in preparation for meetings.

Revised Final Tracings Plan Submission #1 – submitted 02/06/23

After submitting Final Tracings on 12/16/23, ODOT reviewed the plans, provided comments on 01/26/23 (six weeks after due date), and requested changes/updates to KZF's plans to be completed by 02/06/23 (seven business days). Work included obsolete items no longer supported by ODOT, quantity and cost estimate updates, turning templates, and plan changes.

Revised Final Tracings Plan Submission #2 – submitted 02/21/23

Incorporating utility owner feedback from MSD, GCWW, Altafiber/CBT, and Duke gas/aerial into plans, as well as remainder of ODOT's feedback from 01/20/23 feedback. Work included wall

adjustments and redesign of entire proposed lighting system to avoid utility clear zones provided by utility owners after Final Tracings were complete.

Landscape Plan Updates after Final Tracings

Final Tracing submission was sent to ODOT on 12/16/23. In utility coordination meetings, Altafiber/CBT provided new information about underground clearance from proposed improvements requiring changes to landscape plans.

Final Tracings Plan Submission #3

Additional plan submission to incorporate and remining feedback from utility owners and ODOT.

ADDITIONAL FEES REQUESTED

<u>Scope Item</u>	<u>Fees</u>
Changes after 50% Final Tracings	\$5,459
Utility Coordination after Final Tracings Completed	\$9,483
Revised Final Tracings Plan Submission #1 – submitted 02/6/23	\$6,699
Revised Final Tracings Plan Submission #2 – submitted 02/21/23	\$19,348
Landscape Plan Updates after Final Tracings	\$2,500
Final Tracings Plan Submission #3	\$6,500
Total	\$49,989

Compensation

Original AGREEMENT Amount	\$166,500
Service Order Amendment #1 – approved	\$23,125
ROW Plan Changes – approved	\$1,750
<u>Service Order Amendment #2</u>	<u>\$49,989</u>
New AGREEMENT Amount	\$241,364

ADDITIONAL PLAN SUBMISSIONS (see below, if authorized)

Depending on utility owner and ODOT reviews, additional plan submissions may be required prior to bidding. Allowances for additional plan submissions are included in this proposal to allow for quick approval to keep the project moving forward in a timely manner. KZF will reach out to CLIENT for written approval before moving forward.

Additional Fees (if authorized)

Revised Final Tracings Plan Submission – minor updates (each)	\$6,500
Revised Final Tracings Plan Submission – major updates (each)	\$12,000
<u>Revised Landscape Plan Updates (each)</u>	<u>\$2,500</u>
Total If Authorized Services	\$21,000

TERMS

All terms and conditions shall be per the original agreement dated December 2, 2020.

At KZF, we pride ourselves on our ability to provide cost effective design services to Colerain Township is its constituents. Since the beginning of our working relationship with the township in 2018, we have not asked for a change order for items outside of a normal scope of work.

Sincerely,
KZF Design Inc.



Eric Anderson, AICP, CPSM
Director of Planning, Marketing & Business Development

APPROVED AND ACCEPTED

This _____ day of _____, 20____
Colerain Township, Ohio

Signature _____

Printed Name _____

Title _____

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #4: Continuously Improve the Operations of the Township

Contract - Arcoro - EDI Feed - \$675
Recommend approval of all consent items.

Rationale:
This contract will allow Arcoro to update our EDI feed with the Standard to cover the Part-Time Firefighters that will now receive life and AD&D coverage.



Quote #: Q-07339-4
Order Date: 2/10/2023

SOFTWARE SERVICES ORDER FORM

Primary Contact Information

Renetta Edwards
Human Resource Specialist
Colerain Township
4200 Springdale Road
Cincinnati, OH 45251
United States
(513) 923-5011
redwards@colerain.org

Billing Information (if different than Primary)

Colerain Township
4200 Springdale Road
Cincinnati, OH 45251
United States

SALESPERSON	EMAIL	PAYMENT METHOD
Michael Hanniford	michael.hanniford@arcoro.com	Credit Card

Business Terms

Subscription Term: 12 month non-cancellable term

The Subscription and the Set-Up Fees specified in this Order Form shall be invoiced as of the Order Date. Recurring Subscription Fees for the Service shall be invoiced in advance and shall be due net 30 days from the invoice date. The Recurring Subscription time period listed shall automatically renew unless Customer gives Arcoro notice of termination at least 60 days prior to the end of the relevant Subscription Term.

Software & Service Description

Prices do not include applicable taxes (if any), and all fees are non-refundable. Prices are guaranteed for the term specified. Customer is responsible for all usage overages. Overages will be billed quarterly at the rate identified in the Order Form plus 25%.

Upon execution by Customer and Company, this Order forms a binding legal agreement between the Company and Customer to purchase the Services described herein and is further governed by the Company's Terms of Service (the "Terms of Service"). If applicable, ExakTime will provide service/support for Equipment Rentals in accordance with the ExakTime Equipment Rental

Agreement. The person who's signature appears on this Order warrants that they are authorized to execute this Order on behalf of Customer. In the event of a conflict between the Order and the Terms of Service, the terms of the Order will govern and control.

Product	Description	Quantity	List Price	Discount	Total
Voluntary Benefits EDI File	Provide up to 3 hours of Professional Services (IT/Dev) work to update EDI eligibility rules for Colerain Township's life and AD&D coverage/plans.	3	\$225.00	\$0.00	\$675.00
TOTAL:					\$675.00

*All prices shown in USD

Contract Start Date: 1/30/2023 Contract Term: 12 months

DUE NOW: \$675.00

Contract Notes: The Business Terms below supersedes the Business Terms stated above: Subscription Terms: The initial term of the agreement is for the remainder of your current Arcoro software subscription. The auto-renewal terms stated under the Business Terms are null and void. This agreement will not auto-renew. The fees specified in this Order Form shall be invoiced as of the Order Date. This is a non-cancellable agreement.

Customer

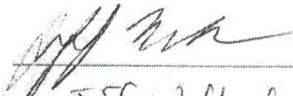
Arcoro Holdings Corp.

Signature:

Printed Name:

Title:

Date:


 Jeff Woodhead
 Administrator
 2/13/23

Signature:

Printed Name:

Title:

Date:


 Karen Williams
 SVP Finance
 2/13/2023

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Buckeye Power - Generator Maintenance - \$4,925
Recommend approval of all consent items.

Rationale:
The attached agreement is with Buckeye Power for maintenance on the generators at our five fire houses. The total cost is \$4,925.



Planned Maintenance Agreement Quote

Page 1

Bill-to Customer No. C00115150
Colerain Township Fire Department (E)
Accounts Payable
4200 Springdale Road
Cincinnati, OH 45251
USA

Contact Matt Vangen
Phone No. 513-919-9063
E-Mail mvangen@colerain.org
Salesperson Marissa Maloney
Description Planned Maintenance Agreement - 3 Year

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323
Fax No. 513.755.4515

Quote No. PMA1046220
Accept Before 02/15/23
Renewal Date 03/01/23
Invoice Period Year
Annual Amount 4,925.00
Contract No. PMA0WC1223
Contract Type Contract Renewal

~ 3 Year Generator Planned Maintenance Agreement ~, (03/01/23-02/28/26)

Agreement Locks Rates for Three Years,,
Agreement Includes Two Service Visits per Year,,
Agreement Includes 2HR Load Bank Test per Year,,
~ Service Cycle ~,,
March - Major PM and 2HR Load Bank Test,,
September - Minor PM

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Colerain Twp Fire St. 102
11474 Old Colerain Ave.
Cincinnati, OH 45251

USA

EQ0200664 PM for 0681429-ST 102	KH30RZ	0681429-ST 102	935.00
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Ship-to Address

Colerain Twp Fire St. 103
6000 Thompson Rd.
Cincinnati, OH 45251

USA

EQ0200665 PM for 0735216-ST 103	KH60REOZJB	0735216-ST 103	970.00
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Ship-to Address

Colerain Twp Fire St. 109
2850 W. Kemper Rd.
Cincinnati, OH 45251

USA

EQ0201839 PM for 2004543 ST 109	KH100REOZJB	2004543 ST 109	1,095.00
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Ship-to Address

Colerain Twp Fire St. 25 (HQ)
3251 Springdale Rd.
Cincinnati, OH 45251

USA

EQ0200666 PM for 274230-ST 25	KH80ROZJ	274230-ST 25	970.00
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Bill-to Customer No. C00115150
Colerain Township Fire Department (E)
Accounts Payable
4200 Springdale Road
Cincinnati, OH 45251
USA

Contact Matt Vangen
Phone No. 513-919-9063
E-Mail mvangen@colerain.org
Salesperson Marissa Maloney
Description Planned Maintenance Agreement - 3 Year

Ship-to Address

Colerain Twp Fire St. 26
3360 W. Galbraith Rd.
Cincinnati, OH 45251

USA

EQ1005864 PM for SGM329PF8 ST 26

KH50REZGB

SGM329PF8

955.00

Total

4,925.00

Customer Signature Line

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

Planned Maintenance Agreement Quote

Page 2

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

Quote No. PMA1046220

Accept Before 02/15/23

Renewal Date 03/01/23

Invoice Period Year

Annual Amount 4,925.00

Contract No. PMA0WC1223

Contract Type Contract Renewal

PO #

255-2033

Sign

[Signature]

Print

Jeff Wohlback

Date

2/15/23

BUCKEYE POWER SALES CO., INC.**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS****ARTICLE ONE: TERM OF CONTRACT**

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods and services relating to this agreement.
- 3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
 - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Check battery electrolyte levels and specific gravity
 - Test antifreeze and adjust
 - Clean battery terminals as necessary
 - Check coolant level
 - Check generator output voltage and adjust as necessary
 - Inspect belts and hoses as required
 - Emergency system operation without load transfer
 - Check engine heater operation
 - Frequency check/governor adjustment, as required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check air intakes and outlets
 - Check engine alternator charge rates
 - Check transfer tank operation
 - Check engine and generator gauge and indicator operation
 - Drain exhaust line
 - Check generator set controller operation including shutdown functions
 - Inspect silencer
 - Perform engine checks per manufacturer's recommendations
 - Check battery charger operation and charge rate

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.

4.05 Load Bank Service (only if specified as "Additional Services")

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Vistra - Electric Aggregation
Recommend approval of all consent items.

Rationale:
At the February 14, 2023 Board of Trustee meeting, the Township authorized the Township Administrator to enter into an agreement for electric aggregation at a rate not to exceed 7.5 cents per kWh for a period of two years. The attached agreement is for two years and at a rate of 6.89 cents per kWh.

AMENDMENT TO THE MASTER AGREEMENT
TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES
BY AND BETWEEN
COLERAIN TOWNSHIP
AND
DYNEGY ENERGY SERVICES EAST, LLC
D/B/A DYNEGY ENERGY SERVICES, LLC

THIS AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES (the “Amendment”) effective as of February 15, 2023 (the “Effective Date”) is entered into by and between **DYNEGY ENERGY SERVICES EAST, LLC**, (“DESE”) and **COLERAIN TOWNSHIP** (the “Township”). DESE and the Township may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, DESE and the Township have entered into that certain Master Agreement to Provide Electric Generation Supply and Related Services, dated May 28, 2010 and as amended to date, (the “Agreement”); and

WHEREAS, DESE and the Township **desire** to amend the Agreement to: (i) extend the Term, and (ii) agree on the rate that the Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Term of the Agreement is modified by extending through the selected meter read end date as listed on the Attachment(s) to this amendment.
2. Attachment A and B, to the Agreement shall be deleted in its entirety and replaced with Attachment A and B attached to this Amendment.
3. All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
4. In all other respects the above-referenced Agreement is not modified by this Amendment. All other terms and conditions of the above-referenced Agreement not expressly modified in this Amendment shall remain in full force and effect.
5. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree

that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

6. This Amendment is binding on and inures to the benefit of DESE and Township and their respective successors and permitted assigns.

IN WITNESS WHEREOF, DESE and the Township have executed this Amendment effective as of the Effective Date set forth above.

TOWNSHIP:

Colerain Township

By: *Jeff Weckbach*
Jeff Weckbach (Feb 15, 2023 13:22 EST)

Name: Jeff Weckbach

Title: Administrator

DESE:

Dynegy Energy Services (East), LLC

By: *Scott Hudson*
Scott Hudson (Feb 15, 2023 13:15 CST)

Name: Scott Hudson

Title: EVP & President

Nadra Sherazee

CERTIFICATE #: 06-131E (9) DATE: December 9, 2021

ATTACHMENT A

BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

Colerain Township: Initial ONE box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 24 months
	\$0.06890/kWh	May 2023 meter read date through May 2025 meter read date

NS
NS

ATTACHMENT B

(100% Renewable Energy Program Option)

This is an OPTIONAL “OPT-IN” offer. Eligible residents and small businesses must contact DESE directly to enter this Green Energy Program.

Colerain Township: Initial box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 24 months
	\$0.07290/kWh*	May 2023 meter read date through May 2025 meter read date

NS
NS

*The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource on Customers’ behalf, such that the percentage shall equal 100%. The Retail Power Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request.

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 #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Contract - Grant Award from YWCA
Recommend approval of all consent items.

Rationale:
The attached is a grant award from the YWCA for our assistance with investigative services. This agreement will expire on September 30, 2025 and will reimburse Colerain up to \$28,569.46 per year.

SUBGRANT AGREEMENT NO. 15JOVW-22-GG-01831-ICJR-COLE

Between

YWCA of Greater Cincinnati

And

COLERAIN TOWNSHIP POLICE DEPARTMENT

for work performed under the

Office on Violence Against Women (OVW) ICJR Grant

Prime Award#: 15JOVW-22-GG-01831-ICJR

**CFDA #: 16.590 - Grants to Encourage Arrest Policies and Enforcement of
Protection Orders Program**

YWCA OF GREATER CINCINNATI

SUBAWARD AGREEMENT

No. 15JOVW-22-GG-01831-ICJR-COLE

THIS SUBGRANT AGREEMENT (the Agreement or the "Subgrant") is effective as of October 1, 2022, by and between (a) YWCA of Greater Cincinnati ("YWCA"), a nonprofit corporation organized under the laws of the State of Ohio, and (b) Colerain Township Police Department ("Subgrantee, or "COLE") pursuant to Grant Agreement 15JOVW-22-GG-01831-ICJR (the "Grant") awarded by the United States Department of Justice ("DOJ"), Office on Violence Against Women ("OVW" or "Funder") to YWCA to fund the OVW ICJR Program.

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Purpose of Subgrant

1.1 Purpose. YWCA hereby subgrants to Subgrantee those aspects of the Project described in the Project Description (the "Project Description") attached as Attachment 1. The Agreement funds shall be used exclusively for the purposes specified in the Project Description and Subgrant Budget (the "Budget"), Attachment 2. In the event funds subgranted hereunder are not used for these specified purposes within the terms of this Agreement, as it may be modified from time to time, such funds shall be returned by Subgrantee to YWCA.

The following documents are hereby incorporated and attached as an integral part of this Subgrant:

Attachment 1 -- Project Description

Attachment 2 -- Subgrant Budget

Attachment 3 - Financial Report and Invoice Format

Attachment 4 -- Applicable US Government law and Regulatory Provisions

Attachment 5 -- Applicable DOJ/OVW Terms and Conditions

Attachment 6 -- Standards for Financial Management Systems

Section 2. Amount of Subgrant and Payment

2.1 Total Amount of Subgrant. The total amount of funds available for the duration of this Agreement is **\$28,569.46**, contingent upon funding of the Grant by Funder and the satisfactory progress of Subgrantee in the performance of the activities contemplated by this Agreement. In the event Funder makes changes to the Grant, which affect YWCA's underlying award amount, YWCA retains the right to make adjustments to the amount YWCA awards to Subgrantee pursuant to this Subgrant. Any adjustment shall not be retroactive and Subgrantee shall be reimbursed for work completed prior to receiving notification of any adjustment(s).

2.2 Amount Obligated. YWCA hereby obligates the amount of **\$28,569.46** for the performance of this Agreement in accordance with the Budget. YWCA shall not be liable to Subgrantee for any costs in excess of the obligated amount.

2.3 Payment. Payment shall be made to Subgrantee in the form of monthly reimbursements and in accordance with the provisions of 2 CFR 200.305.

Reimbursements shall be released by YWCA within thirty (30) days of receipt of Subgrantee's complete and correct monthly financial reports in accordance with Section 5.1, if any only if Subgrantee has also submitted the most recent performance narrative report in accordance with Section 5.2 below.

2.4 No Commingling. Funds provided to Subgrantee under this Agreement shall not be commingled with other funds owned or controlled by Subgrantee. Subgrantee must be able to account for the receipt, obligation and expenditure of funds received under this Agreement.

Section 3. Term and Termination

3.1 Term. The term of this Agreement is from the date first written above through and including September 30, 2025, or such earlier date upon which the Agreement is terminated pursuant to this Section 3 (the "Termination Date").

3.2 Suspension or Termination by YWCA. This Agreement may be suspended or terminated by YWCA in whole or in part at any time immediately by written notice to Subgrantee (a) in accordance with 2 CFR 200.339; (b) in accordance with Section 8 of this Agreement; (c) in the event that the Funder directs such course of action, or the Funder fails to fund, terminates or suspends the Grant for any reason; or (d) in the event that Funder or YWCA determines that performance would be contrary to applicable law. Unless otherwise stipulated in writing by YWCA, any of Subgrantee's incurred costs after the date or receipt of the written notice shall be considered disallowed.

3.3 Termination by Either Party. Either party may terminate this Agreement for reasonable cause upon thirty (30) days written notice to the other party, unless the other party provides a reasonably acceptable written plan of correction within the 30-day notice period. Reasonable cause includes without limitation (a) material violation of this Agreement by the other party; (b) in the case of YWCA, the inability of Subgrantee to carry out the purposes of this Agreement in a satisfactory or timely manner in the reasonable judgment of YWCA; or (c) any act or omission by the other party exposing the terminating party to liability for personal injury or property damage.

3.4 Return of Disallowed Costs. Agreement funds shall be used exclusively for the purposes specified in the Project Description and Subgrant Budget. In the event funds subgranted hereunder are not used for these specified purposes within the term of this Agreement, such funds shall be returned by Subgrantee to YWCA and must be returned no later than thirty (30) days following the expiration or Termination Date of the Agreement.

3.5 Effect of Termination. The following rights, obligations and provisions shall survive termination: (1) the right of YWCA or Funder to disallow costs and recover funds pursuant to 2 CFR 200, the terms of this Agreement, or on the basis of a later audit or review; (2) the obligation of Subgrantee to return any funds due as a result of later valid refunds, corrections or other transactions; (3) Sections 5.6, 6.2, 6.5,

6.6, 7.7, 7.8, and 7.10; and any provision of this Agreement that clearly provides for performance following the Termination Date.

Section 4. Term and Termination

4.1 Budget. The Budget for this Agreement is set forth in Attachment 2. Subgrantee shall not exceed the obligated amount as set forth in Section 2.2 above. Revisions to the Subgrant Budget shall be made only in accordance with 2 CFR 200.308 and the DOI Financial Guide.

4.2 Cost Principles. YWCA shall be obligated to make payments to Subgrantee under this Agreement solely for cost items included in the Subgrant Budget that are allowable under 2 CFR 200, Subpart E, Cost Principles.

4.3 Sufficiency of Financial Management System. Subgrantee's financial management system shall meet federal standards as described at 2 CFR 200.302 and outlined in Attachment 6 hereto.

4.4 Indirect Cost Rate. No indirect cost rate shall be charged by Subgrantee under this Agreement.

4.5 Program Income. Any program income earned from Project activities during the term of this Agreement shall be deducted from Subgrantee's total allowable costs in accordance with 2 CFR 200.307(e)(1).

4.6 Cost Sharing. Cost sharing/matching of the Agreement funds by Subgrantee is not required by this Agreement.

4.7 Line Item Flexibility. Subgrantee must obtain the prior written approval of YWCA before making shifts in budget line items that, in the aggregate, would exceed 10% of the last approved total Budget.

4.8 No Supplanting. If Subgrantee currently has other active awards of federal funds, or if Subgrantee receives any other award of federal funds during the period of performance of this Subgrant, Subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Subgrant. If so, Subgrantee must promptly notify YWCA in writing of the potential duplication and, if so requested, work with YWCA on submission to the Funder of a budget modification or change in scope of work to eliminate any inappropriate duplication of funding.

4.9 Compliance with General Appropriations Law. Subgrantee must comply with all applicable restrictions on the use of federal funds set forth in the federal appropriations statutes. Pertinent restrictions are found on OVW's website. Should a question arise as to whether a particular use of federal funds by Subgrantee might fall within the scope of an appropriations-law restriction, Subgrantee is to contact YWCA for guidance, and may not proceed without the express prior written approval of YWCA.

Section 5. Reporting and Evaluation

5.1 Financial Reports

(a) Within five (5) business days (unless otherwise arranged with the finance contact(s) provided in Section 7.9) of the end of each month, Subgrantee shall submit in electronic form, a completed Subgrantee Financial Report and Invoice in the form attached as

Attachment 3. or other format as may be approved by YWCA from time to time, together with any other financial reports as may be requested by YWCA. to the finance contact(s) provided in Section 7.9 below.

(b) Each financial report will analyze Subgrantee spending for the preceding period as compared to the line-item budget established and submitted in the Subgrant Budget. Each report must indicate:

(i) The amount budgeted for each line item, the amount expended against each line as of the date of the report, and the resulting balance remaining in each line; totals will be shown for each of the three columns;

(ii) Subgrant funds received during the period of the report, the amount of expenditures against such funds, the purpose of expenditures of such funds, and the balance of funds remaining and unspent; and

(iii) As required by Funder, a breakdown of FTEs by job function.

(c) Subgrantee agrees to provide documentation to support invoiced expenses, as requested by YWCA.

(d) YWCA will withhold the last payment until it has accepted the final financial and program reports and verified that no disallowed costs are remaining.

(e) Subgrantee shall also promptly provide to YWCA any additional financial information and/or report that may be requested by Funder.

5.2 Program Narrative Reports. Within **ten (10)** days of the end of each **monthly** period, Subgrantee shall submit to the programmatic contact(s) set forth in Section 7.9: a program narrative report that briefly presents the information required in 2 CFR 200.328; performance data reflecting services delivered; and any additional programmatic information and/or report that may be required by Funder. Performance data and program narrative reports shall be submitted in the format as provided by YWCA

5.3 Special Reports. Between the required narrative reporting dates, events may occur that have significant impact upon the Project Description or the overarching Project. In such instances, Subgrantee shall inform the programmatic contact(s) set forth in Section 7.9 within fifteen (15) days of events that may have a significant impact upon the Project Description or overarching Project or as soon as possible after a significant impact becomes known, whichever comes first. including, but not limited to the following:

(a) Problems, delays or adverse conditions that will materially affect the ability to attain Project Description objectives, prevent the meeting of time schedules and goals or preclude the attainment of Project Description targets by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any YWCA assistance needed to resolve the situation.

(b) Favorable developments or events that enable time schedules to be met sooner than anticipated or targets to be exceeded or met sooner than originally projected.

5.4. Final Reports

(a) Within thirty (30) days after the expiration date of this Agreement, Subgrantee shall submit to YWCA the Final Program Narrative Report, including a summary of Project activities and performance data for the term of the Agreement and in the format as provided by YWCA. The report shall be submitted to the programmatic contact(s) set forth in Section 7.9.

(b) Within thirty (30) days after the expiration date of this Agreement, Subgrantee shall also submit to YWCA the Final Financial Report, to the finance contact(s) in Section 7.9. In addition to the information set forth in Section 5.1, this report must include:

(i) Statement of income and expenses for the Subgrant or a report that identifies whether funds received have been fully expended or whether unspent funds remain.

(ii) Balance sheet or a report that shows all project assets have been liquidated, outstanding debts paid and any pending obligations to or from YWCA.

(iii) Details on the status (location, condition), market value and disposition plans of all equipment and supplies procured using Agreement funds.

5.5 Labor Reports. Subgrantee shall ensure the correct and timely preparation and retention of personnel time records, which may include utilization of a timekeeping system. Personnel costs charged to the Sub grant shall be based on actual hours worked and not on allocated percentages in the Budget. Such personnel time records will be retained according to Subgrantee policies and in alignment with the requirements of 2 CFR 200, Subpart D.

5.6 Audit. For any of Subgrantee's fiscal years included in whole or in part within the term of this Agreement in which Subgrantee expends more than \$750,000 in US Government funding, either as a direct recipient or a subrecipient, Subgrantee shall submit an audit of such funding in accordance with the requirements of 2 CFR 200, Subpart F, within thirty (30) days of receipt of its final audit report. Subgrantee shall submit the report of such audit to the finance contact(s) set forth in Section 7.9, including all management letter comments, findings or adjustments that are applicable to this Agreement.

For any of Subgrantee's fiscal years included in whole or in part within the term of this Agreement, Subgrantee shall submit audited financial statements to the finance contact(s) set forth in Section 7.9 within thirty (30) days of receipt of its final audited financial statements.

Sub grantee agrees that YWCA may withhold Subgrant funds or impose other requirements if Subgrantee does not satisfactorily and promptly address outstanding issues from audits required by 2 CFR 200 or by the terms of this Agreement, or other outstanding issues arising in connection with audits, investigations or reviews of Subgrantee's use of Subgrant funds.

Section 6. General Provisions

6.1 Special Subgrant Award Conditions. Pursuant to 2 CFR 200.205 and 200.207, special conditions may be added to this Agreement, along with the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, and

the method for requesting reconsideration of the additional requirements imposed. Any special conditions will be promptly removed in writing by YWCA once the conditions that prompted them have been removed.

6.2 Records and Access. In accordance with 2 CFR 200.333-337, Subgrantee shall retain all grant related records and any substantiating documentation, such as, but not limited to, bills, invoices, cancelled checks, receipts, general accounting ledger, personnel time records, programmatic and financial reports, and any other records pertinent to this Agreement. During which time, YWCA or its authorized representatives, the Funder, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, including external auditors, during normal working hours, shall have free and full access to inspect, audit and make extracts from such books and records. YWCA may request the transfer of certain records to YWCA or its authorized representatives if YWCA determines that the records possess long-term retention value related to this Agreement and Subgrantee no longer requires such records for performance of this Agreement.

6.3 Closeout Procedures. Subgrantee shall comply with the closeout procedures specified in 2 CFR 200, the DOJ Financial Guide, and any closeout instructions received by the Subgrantee from YWCA.

6.4 Monitoring and Evaluation. YWCA will conduct certain monitoring and evaluation activities, in its discretion, in order to assure that Subgrantee is accomplishing its activities under the Project as set forth in this Agreement and expending funding pursuant to the terms and conditions of this Agreement and applicable laws or regulations. Subgrantee consents to these monitoring and evaluation activities and agrees to cooperate with YWCA and its designees in the exercise of these activities. Subgrantee also consents to any monitoring and evaluation activities conducted by Funder and agrees to cooperate with Funder and its designees in the exercise of these activities.

6.5 Equipment and Supplies. As set forth in 2 CFR 2800.313 and 2 CFR 2800.314, title to any equipment and supplies purchased with Subgrant funds shall vest in the nonprofit organization or criminal justice agency that purchased the property if such nonprofit or agency certifies to the appropriate state office that it will use the property for criminal justice purposes. The state office is identified in Section 808 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. If such certification, as described above, is not made, title to the property shall vest in the state office.

6.6 Intellectual Work and Data Rights.

(a) Pursuant to 2 CFR 200.315(b), Subgrantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Agreement. YWCA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for public purposes, and to authorize others to do so.

(b) Funder also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by Subgrantee, for federal purposes, and to authorize others to do so.

(c) Subgrantee must obtain advance written approval from YWCA and also comply with all conditions required by Funder as communicated to Subgrantee by YWCA before: 1) using Subgrant funds to purchase ownership of, or a license to use, a copyrighted work; or 2)

incorporating any copyrighted work, or portion thereof, into a new work developed under this Agreement.

(d) Subgrantee shall ensure that the requirements of this Section are included in any subaward, contract or subcontract under this Agreement.

6.7 Use of Name/Logo

(a) Subgrantee shall not use any name, trademark, or logo, in whole or in part, or Funder, YWCA, any other YWCA-affiliated organization, or any of their employees in any advertisement, press release, publicity or other materials, printed or published, without the prior express written consent of YWCA or as required by law or by any governmental agency.

(b) YWCA shall not use any name, trademark, or logo of Subgrantee or its employees in any advertisement, press release, publicity or other materials, printed or published, with reference to this Agreement without the prior express written consent of Subgrantee or as required by law or any governmental agency.

6.8 Acknowledgement and Public Communications.

(a) Subgrantee agrees to submit a copy of all publications and other written materials or products that are developed by Subgrantee and funded under this Agreement to YWCA not less than **forty-five (45)** days prior to public release. Subgrantee shall not publicly release materials until approval is received from Funder via YWCA.

(b) All materials and publications resulting from Subgrant activities shall contain the following statements: "This project was supported by Grant No. 15JOVW-22-GG-01831-ICJR awarded by the Office on Violence Against Women, US Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the US Department of Justice."

6.9 Subgrants and Subcontracts. Subgrantee shall not subgrant or subcontract any portion of its responsibilities as a Subgrantee under the Project as described in the Project Description without the prior written consent of YWCA. Any subgrants or subcontracts shall be in compliance with 2 CFR 200 and the DOJ Financial Guide, as applicable. Notwithstanding the foregoing, Subgrantee may enter into contracts with vendors and service providers as required to conduct its normal operations and on customary business terms without the consent of YWCA.

6.10 Procurement. Subgrantee represents that its procurement system complies with:

(a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200, particularly 2 CFR 200.317 -326 "Procurement Standards;" and

(b) Federal laws, regulations, requirements applicable to procurements and other applicable federal guidance related to the procurement of goods and services with federal funds.

(c) As required by 2 CFR 200.321 specifically, Subgrantee agrees to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

6. 11 Ethical Standards. Subgrantee shall conduct its business in accordance with the following ethical standards:

(a) Code of Conduct/Conflicts of Interest. In accordance with 2 CFR 200.318, Subgrantee must maintain written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award, and administration of contracts. Subgrantee is also required to establish conflict of interest policies for federal awards. Any potential conflict of interest must be disclosed in writing to YWCA in accordance with Funder's policy.

(b)Mandatory Disclosure. Subgrantee must disclose in writing to YWCA or to the Funder any credible evidence of a violation of federal criminal law involving potential fraud, waste, abuse, or misconduct, including bribery or gratuity violations, potentially affecting the Subgrant. If Subgrantee reports directly to the Funder, it should be done by: 1) mail directed to the Office of Inspector General ("OIG"). US Department of Justice. Investigations Division, 950 Pennsylvania Avenue NW. Room 4706, Washington, DC 20530; 2) email to: oig.hotline@usdoj.gov; and/or 3) the DOJ OIG hotline at (800) 869-4499 (phone) or (202) 616-9881 (fax).

If Subgrantee has received a federal award including the Funder's term and condition outlined in Appendix XII to 2 CFR 200-Award Term and Condition for Recipient Integrity and Performance Matters, Subgrantee must rcpm1 certain civil, criminal, or administrative proceedings to the System for Award Management ("SAM"). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension and debarment.

(c) Prohibition on Requiring Certain Internal Confidentiality Agreements.

(i) Definitions. "Contract" has the meaning given in 2 CFR 200. "Contractor" means an entity that receives a contract as defined in 2 CFR 200. "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Subgrantee requires any of its employees or subrecipients to sign regarding nondisclosure of Subgrantee information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Subgrantee employees or subrecipients sign at the behest of a federal agency. "Subaward" has the meaning given in 2 CFR 200. "Subrecipient" has the meaning given in 2 CFR 200.

ii)Subgrantee must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a federal award to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (for example, the DOJ OIG).

(iii) Subgrantee must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or

statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(iv) The prohibition in paragraph (ii) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(v) Subgrantee must include the substance of this provision, including this paragraph (v), in subawards and contracts under such awards.

6.12 Whistleblower Protections. Based on applicable provisions of 41 USC 4712, Subgrantee is prohibited from discriminating against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

6.13 Non-Discrimination. Subgrantee agrees that it is prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by Subgrant funds. Subgrantee will comply with the prohibitions in this Section 6.13.

6.14 Trainings and Conferences. Subgrantee understands and agrees that any training or training materials developed or delivered with Subgrant funds must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at <http://www.justice.gov/ovw/grantees>. OVW also has specific guidance regarding attendance at conferences including, but not limited to, cost limits, prior approval, and reporting requirements. In order to ensure compliance with OVW's specific requirements related to trainings and conferences, Subgrantee agrees to contact YWCA at least forty-five (45) days prior to the date of registration for any training or conference that has not already been approved. Upon contacting YWCA for prior approval, Subgrantee will provide: (i) a copy of the event's brochure, curriculum and/or agenda; (ii) a description of the hosts or trainers; and (iii) an estimated breakdown of costs. Subgrant funds budgeted for OYW-sponsored technical assistance may not be used for any other purpose without the prior written approval of OVW through YWCA.

6.15 Interaction with Minors. If a purpose of some or all of the activities to be carried out under this Subgrant is to benefit individuals under 18 years of age, Subgrantee must make determinations of suitability before individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

Section 7. Miscellaneous

7.1 Waiver and Amendment. Any changes, additions, or deletions to the terms and conditions of this Agreement shall be effective only when made in writing signed by the parties hereto; provided, however, that YWCA may unilaterally modify this Agreement by written notice to Subgrantee to reflect changes in any applicable federal statute, regulation, Executive Order, incremental funding, or

administrative changes that do not affect the substantive rights of the parties, or any unilateral modification of the Grant by Funder.

7.2 Assignment. Neither YWCA nor Subgrantee shall transfer or assign its interest in this Agreement, in whole or in part, without the written consent of the other party. All terms and conditions of this Agreement shall be binding upon the respective parties hereto, their personal representatives, successors, and assigns.

7.3 Governing Law. This Agreement shall be interpreted under the laws of the State of Ohio.

7.4 Entire Agreement. This Agreement contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect. This Agreement may be supplemented, amended, or modified pursuant to Section 7.1.

Should any provision of this Agreement be held to be invalid or unenforceable, such provision shall be deemed to be severable from this Agreement. Each of the Attachments hereto constitutes a part of this Agreement.

7.5 Dispute Resolution. The parties shall use their best efforts to amicably negotiate a resolution to any dispute-or claim arising under this Agreement.

The parties may decide to settle the dispute by mediation and each party shall bear its own costs and fees, including attorney's fees and expenses. The parties agree that a successful mediated settlement agreement may be converted to a judgment and enforced according to the governing rules of civil procedure.

This Agreement does not preclude either party from initiating litigation upon **ten (10)** days written notice to the other party. Any litigation under this Agreement shall be resolved in the courts of the State of Ohio or, if agreed to by the parties, in such other location that is acceptable to all parties.

7.6 Relationship of the Parties. YWCA and Subgrantee are independent contractors with respect to each other, and (a) neither YWCA nor Subgrantee is an agent of the other and the parties have no right or authority to enter into any contract or undertaking in the name of, or for the account of, the other party, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth herein: and (b) nothing in this Agreement shall be construed to create between the parties, or between a party and any employee of the other party, a relationship of employer-employee, joint ventures, partners, joint employers, or principal-agent.

7.7 Assumption of Liability; Indemnification.

(a) Subgrantee assumes liability for all loss, liability, damage, cost, and expense directly caused by, resulting from, or arising out of the operation or performance of, or the failure to perform, any duty, obligation, or activity on the part of Subgrantee or any of its subgrantees, subcontractors, directors, officers, agents, or employees in connection with this Agreement.

7.8 No Liability for Third Party Claims. Neither YWCA nor Funder assumes liability for any third party claims for damages arising out of this Agreement. YWCA recommends that Subgrantee consider purchasing insurance as appropriate.

7.9 Notices and Reports.

(a) Any notices or inquiries concerning the financial aspects of the Project and all financial reports required by Section 5, should be directed to:

Attn: Patricia Hassel
CFO
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: phassel@ywcacin.org

(b) Any notices or inquiries concerning the programmatic aspects of the Project, or the management thereof, and all programmatic reports required by Section 5, should be directed to:

Attn: Jennifer Milani
Director, Non-Residential Services
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: jmilani@ywcacin.org

(c) Any notices or inquiries concerning the administrative aspects of the Subgrant should be directed to:

Attn: Aaron Whitehead
Grants Manager
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: awhitehead@ywcacin.org

(d) Any notices to Subgrantee should be directed to

Attn: Nancy Spears
Colerain Township Police Department
4200 Springdale Road

Cincinnati, OH 45251

nspears@colerain.org

7.10 Confidential Information.

(a) Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose confidential information of the other party to any person or make use of such confidential information for its own purposes at any time without the owner's prior written consent: provided, however, that a party may disclose confidential information of the other party to its employees, agents, and consultants on a need-to-know basis provided that such employees, agents, and consultants are themselves subject to an obligation to keep such information confidential.

(b) Confidential information means, but is not limited to, any information (written, oral, or observed) relating to: (i) donors and potential donors; (ii) personally identifying information (e.g. beneficiaries, employees, etc.) with the understanding that some beneficiaries have specific statutory requirements related to confidentiality; (iii) business and strategic plans; (iv) financial information; or (v) information concerning a party's relationship with any governmental entity. Confidential information also includes information specifically designated in writing as confidential by the owner or information that the other party knows or reasonably should know is not generally known to the public. Notwithstanding the foregoing, confidential information does not include information that is generally known to the public or readily ascertainable from publicly available sources or information subject to disclosure under the Ohio Public Records Act or legally issued subpoena.

(c) Each party shall take steps necessary to enforce these obligations with respect to its employees. Nothing in this Agreement prohibits or constrains the lawful reporting of fraud, waste, or abuse under this Subgrant to a designated investigative or law enforcement representative of the federal or state governments authorized to receive such information.

(d) Subgrantee agrees to comply with confidentiality requirements as mandated by federal law regarding non-disclosure of victim personally identifying information ("PII"). This includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim PII and a procedure in the event of an actual or imminent breach of PII. YWCA must be contacted no later than **twelve (12)** hours after an occurrence of an actual breach or the detection by Subgrantee of an imminent breach of PII.

7.11 Legal Services. Subgrantee agrees not to use Subgrant funds to provide legal representation in civil or criminal matters, such as family law cases, housing cases, consumer law cases and others. Subgrant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect a victim's ability to maintain safety.

7.12 SAM Registration. Subgrantee agrees that it has acquired a unique entity identifier as required for SAM registration. Subgrantee further agrees to maintain an active SAM registration throughout the period of this Agreement.

Section 8. Certifications

8.1 Debarment and Suspension. Subgrantee certifies, to the best of its knowledge and belief that the Subgrantee and each of its principals:

(a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency.

(b) has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state anti-trust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in paragraph (b) of this certification; or

(d) has not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

8.2 Certification Regarding Drug-Free Workplace. Subgrantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

(i) the dangers of drug abuse in the workplace;

(ii) the Subgrantee's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:

(c) Making it a requirement that each employee to be engaged in the performance of the Subgrant be given a copy of the statement required by paragraph (a):

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Subgrant, the employee will -

(i) Abide by the terms of the statement: and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Funder in writing within ten calendar days after receiving notice under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph (d)(ii), with respect to any employee who is so convicted --

(i) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8.3 Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making or 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 contract, 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8.4 Certification Regarding Trafficking in Persons. Subgrantee is required by 2 CFR 175 to provide an anti-trafficking certification. By signing this Agreement, Subgrantee, through its duly designated representative, after having conducted due diligence hereby certifies that:

(a) Its employees, under this Subgrant Agreement, will not --

(i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

(ii) Procure a commercial sex act during the period of time that the Agreement is in effect; or

(iii) Use forced labor in the performance of this Agreement.

(b) Funder may unilaterally terminate this award, without penalty, if Subgrantee-

(i) Is determined to have violated a prohibition in paragraph (a) of this award term; or

(ii) Has an employee who is determined by the Funder official authorized to terminate the Agreement to have violated a prohibition in paragraph (a) of this award term through conduct that is either -

(1) Associated with performance under this Agreement; or

(2) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by Funder at 2 CFR 2867.

(c) Definitions, for purposes of this Agreement provision:

(i) "Employee" means either:

(1) An individual employed by Subgrantee who is engaged in the performance of the project or program under this Agreement; or

(2) Another person engaged in the performance of the project or program under this Agreement and not compensated by Subgrantee including, but not limited to, a volunteer or individual whose services are contributed by a third-party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor

or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. This definition includes:

- (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than a tribal organization that is included in the definition of Indian tribe at 2 CFR 175.25(b).
- (2) A for-profit organization.

(iv) "Severe forms of trafficking in persons," "Commercial sex act," and "Coercion" have the meanings given at Section 103 of the Trafficking Victims Protection Act, as amended (22 USC 7102).

8.5 Restrictions Regarding Non-Disclosure Agreements. By signing this Agreement, Subgrantee certifies that it does not require its employees or contractors to execute agreements or statements that prohibit or otherwise restrict the reporting of waste, fraud or abuse as described in Section 6.11(c) hereto.

IN WITNESS WHEREOF, the YWCA and Subgrantee have executed this agreement by its duly authorized representative as of the last date indicated below:

SUBGRANTEE

YWCA of Greater Cincinnati

By: 

By: _____

Date: 3/7/23

Date: _____

ATTACHMENT 1

PROJECT DESCRIPTION

Colerain Police Officers, when responding to a domestic violence call, conduct an on-scene investigation to determine if an offense occurred, who the primary aggressor is and any signs of physical injuries to the parties involved. If an arrest is made on the patrol level, all proper paperwork is filled out by patrol units as well as a YWCA form. Patrol Officers then contact a DVERT advocate to respond to the scene to speak with the victim and get the proper safety that the victim needs. On the investigation level, Det. Mirizzi will follow up with victims if needed, add additional charges to an incident and view all domestic violence cases that occur in Colerain Township. On the administrative level, Det. Mirizzi collects all YWCA forms, sends all domestic violence cases from Colerain Township to the YWCA, assists the YWCA with any follow ups for our cases that are reviewed by the YWCA and document all hours, cases and monthly domestic violence report Colerain Township Police Department will assist the Family Justice Center by educating new Officers about the program and continuing to educate current Officers as well. Colerain Police Department will assist any citizen or tourist of Colerain Township with any information that they have about domestic violence and safety in the household while on scene of domestics or walk-ins at our PD. Officers will carry Women Helping Women pamphlets to hand out to anyone that needs more information about what individuals can do to get help and what other organization have to offer. The Family Justice Center is a great program and will be utilized here, in Colerain Township.

ATTACHMENT 2**Subgrant Budget****Budget Summary:**

Budget Category	Amount
A. Personnel	\$23,904.50
B. Fringe Benefits	\$2,067.74
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$0
F. Construction	\$0
G. Consultants/Contracts	\$0
H. Other	\$0
Total Direct Costs	\$25,972.24
I. Indirect Costs	\$2,597.22
TOTAL PROJECT COSTS	\$28,569.46
Non-Federal Amount	\$0

Budget Detail:**Personnel:**

Program Manager/Advocate Davina Cooper (50% of time)

Name	Year	% of Time	Base Salary	Cost
Det. Taylor	Year 1	10%	\$77,250.00	\$7,725.00
Det. Taylor	Year 2	10%	\$78,795.00	\$7,879.50
Det. Taylor	Year 3	10%	\$83,000.00	\$8,300.00
TOTAL				\$23,904.50

Fringe Benefits:

Fringe Category	Rate	Amount	Cost
FICA/Payroll Tax	7.65%	\$23,904.50	\$1,828.69
Worker's Comp.	0.0722%	\$23,904.50	\$239.05
Ohio Unemployment	2.20%	\$0	\$0
Health Insurance	50%	\$0	\$0
TOTAL			\$2,067.74

ATTACHMENT 3
SUBGRANTEE FINANCIAL REPORT & INVOICE FORMAT

To be provided by email in electronic format

ATTACHMENT 4

APPLICABLE US GOVERNMENT LAW AND REGULATORY PROVISIONS

Please note that all references to "grantee," "recipient" or the like shall mean Subgrantee. and all references to "federal awarding agency," "grant officer," "agreement officer," "the government" or the like shall mean YWCA.

2 CFR 200 -UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

2 CFR 2800 -UNIFORM ADMINISTRATIVE: REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS BY THE DEPARTMENT OF JUSTICE - <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XXVIII/part-2800>

28 CFR 42 -NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY; POLICIES AND PROCEDURES - <https://www.ecfr.gov/current/title-28/chapter-I/part-42>

28 CFR 38 -PARTNERSHIPS WITH FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS - <https://www.ecfr.gov/current/title-28/chapter-I/part-38>

28 CFR 54 -NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE - <https://www.ecfr.gov/current/title-28/chapter-I/part-54>

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 - <https://www.congress.gov/bill/113th-congress/senate-bill/47>

AND OVW'S IMPLEMENTING REGULATIONS AT 28 CFR 90 - <https://www.ecfr.gov/current/title-28/chapter-I/part-90>

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 - <https://www.ojp.gov/ncjrs/virtual-library/abstracts/omnibus-crime-control-and-safe-streets-act-1968#:~:text=The%20Omnibus%20Crime%20Control%20and,at%20all%20levels%20of%20government.>

ATTACHMENT 5

APPLICABLE DOJ/OVW TERMS AND CONDITIONS

DOJ FINANCIAL GUIDE

<https://ojp.gov/financialguide/doj/pdfs/DOJFinancialGuide.pdf>

GENERAL APPROPRIATIONS LAW – RESTRICTIONS ON USE OF FEDERAL AWARD FUNDS (AWARD CONDITION)

<https://www.justice.gov/ovw/grantees#award-conditions>

DOJ/OVW SPECIAL CONDITIONS

(Attached)

ATTACHMENT 6

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Subgrantee's financial management systems should provide for the following:

- (1) Accurate, current, and complete disclosure of the financial results of the Subgrant.
- (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to all federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Subgrantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- (4) Comparison of outlays with budget amounts. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to minimize the time elapsing between the transfer of funds to Subgrantee and the payment by Subgrantee of outstanding obligations.
- (6) Written procedures for determining the reasonableness, allocability, and allowance of costs in accordance with the provisions of this Agreement.
- (7) Accounting records, including cost accounting records that are supported by source 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 - Training Captain - Department of Fire and EMS - Lieutenant Matt Vangen - \$44.86 per hour
Recommend approval of all consent items.

Rationale:
The recommendation to promote Lieutenant Matt Vangen to the position of Training Captain in the Administrative Bureau is to fill a current vacancy. Contingent upon the adoption of the motion to promote Lieutenant Matt Vangen, he would assume the role of Training Captain at an hourly rate of \$44.86 effective March 19, 2023.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Matthew Vangen

Department: Fire & EMS

Board Approved

Date: 03/14/2023

Date Effective: 03/19/2023

EMPLOYMENT CHANGES

New Hire: ☐

Job Title: _____

Supervisor: Chief Allen Walls

Rehire: ☐

Part-Time: ☐

Start Date: _____

End Date: _____

Full-Time: ☐

Start Date: _____

End Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Lieutenant / Fire & EMS Dept</u>	Title/Dept: <u>Captain / Fire & EMS Dept</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Compensation	Hourly Wage/	Hourly Wage/
Salary: ☒	Salary: <u>\$32.94/Hour (52 Hours/Week)</u>	Salary: <u>\$44.86/Hour (40 Hours/Week)</u>
Status: _____	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐

Retirement: ☐

Resignation: ☐

Termination: ☐

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

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

Eligible for Notice of
COBRA Rights? _____

Date
Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits: _____

VERIFICATION OF CHANGES

Director Signature: _____ Date: _____ Verify Final ☐ Payout

Finance Director Signature: _____ Date: _____

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 - Samuel Greenlee - \$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:

- Samuel Greenlee

The wage for this job is \$20.86 per hour. Contingent upon Board approval, Samuel Greenlee would be eligible to begin work on March 19, 2023.

CONSENT ITEMS

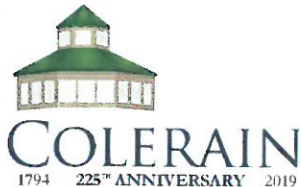
Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Part-time Firefighter/EMT - Department of Fire and EMS - Joshua Ritzenthaler - \$16.99 per hour
Recommend approval of all consent items.

Rationale:
The position of Part-Time Firefighter/EMT was posted, applications were received, and interviews conducted. A conditional offer of employment was extended to the following individual:

- Joshua Ritzenthaler

The wage for this job is \$16.99 per hour and the applicant will work less than 30 hours per week. Contingent upon Board approval, he would be eligible to begin work on March 19, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position -
☐ Reconfiguration of position - Date of Trustee
☒ Replacement existing vacancy Date of Trustee Approval 03/14/2023

Job Code: 130 - PT Firefighter Position Number: 2456 - PT Firefighter

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Joshua Ritzenthaler

Hourly rate: \$16.99 Employee Supervisor: Brad Miller

Min/Max hours/week: 29

Proposed start date: March 19th, 2023 Eligibility Date: March 19th, 2023

Tentative schedule of hours: 24 hours

Does this position supervise staff? ☐ Yes ☒ No

Comments: na

Department Head Name: Allen Walls

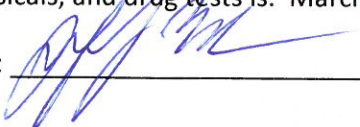
Signature: Allen Walls

Date: March 2, 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: March 19th, 2023

Administrator Signature: 

Date: 3/9/23

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Allen Coley, Brad Miller

Interview dates: February 9th, 2023

Number of applications: 3

Number of candidates interviewed: 3

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

New Hire - Police Officer - Police Department - Jessica Meyer - \$40.38
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: Jessica Meyer.

The wage for this job is \$40.38 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on March 19, 2023.

Jess Meyer comes to us from Green Township Police Department with over 7 years of full-time law enforcement experience and 3 years experience as a corrections officer. She has a Master's Degree in Criminal Justice and is a certified traffic reconstructionist with fatal auto accident experience.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	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

New Hire - Seasonal Maintenance Workers - Public Services - Nolan Worley, Matthew Moore, Jaden Chappelle, Mikayla Baldwin - \$14/hour

Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: Nolan Worley, Matthew Moore, Jaden Chappelle, and Mikayla Baldwin.

The wage for this job is \$14 per hour for up to 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 3/14/2023

Job Code: 163- Seasonal Maint Position Number: 5110- Seasonal Maintenance

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: Mikayla Baldwin

Hourly rate: \$14 per hour Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hour/week minimum

Proposed start date: 3/13/23 Eligibility Date: 3/13/23

Tentative schedule of hours: Monday – Friday, 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs and Geoff Payne

Department Head Name: Tawanna Molter

Signature: Tawanna Molter

Date: 2-22-23

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: 3/15/2023

Administrator Signature: [Signature]

Date: 2/23/23

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: 02/03/2023

Date posting closed: ongoing

Interview Committee: Roger Krebs

Interview dates: 2/16, 2/17, 4/16

Number of applications: 8

Number of candidates interviewed: 4



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 3/14/2023

Job Code: 163- Seasonal Maint Position Number: 5106- Seasonal Maintenance

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: Jaden Chappelle

Hourly rate: \$14 per hour Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hour/week minimum

Proposed start date: 3/13/23 Eligibility Date: 3/13/23

Tentative schedule of hours: Monday – Friday, 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs and Geoff Payne

Department Head Name: Tawanna Molter

Signature: Tawanna Molter

Date: 2-22-23

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: 3/15/2023

Administrator Signature: [Signature]

Date: 2/23/23

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: 02/03/2023

Date posting closed: ongoing

Interview Committee: Roger Krebs

Interview dates: 2/16, 2/17, 4/16

Number of applications: 8

Number of candidates interviewed: 4



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 3/14/2023

Job Code: 163- Seasonal Maint Position Number: 5105 Seasonal Maintenance

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: Matthew Moore

Hourly rate: \$14 per hour Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hour/week minimum

Proposed start date: 4/16/23 Eligibility Date: 4/16/23

Tentative schedule of hours: Monday – Friday, 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs and Geoff Payne

Department Head Name: Tawanna Molter

Signature: Tawanna Molter

Date: 2-22-23

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: 3/15/2023

Administrator Signature: [Signature]

Date: 2-23-23

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: 02/03/2023

Date posting closed: ongoing

Interview Committee: Roger Krebs

Interview dates: 2/16, 2/17, 4/16

Number of applications: 8

Number of candidates interviewed: 4



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 3/14/2023

Job Code: 163- Seasonal Maint Position Number: - 5107- Seasonal Maintenance

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: Nolan Worley

Hourly rate: \$14 per hour Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hour/week minimum

Proposed start date: 5/1/23 Eligibility Date: 5/1/23

Tentative schedule of hours: Monday – Friday, 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs and Geoff Payne

Department Head Name: Tawanna Molter

Signature: Tawanna Molter Date: 2-22-23

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: 3/15/2023

Administrator Signature: [Signature] Date: 2/23/23

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: 02/03/2023

Date posting closed: ongoing

Interview Committee: Roger Krebs

Interview dates: 2/16, 2/17, 4/16

Number of applications: 8

Number of candidates interviewed: 4

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- Anonymous - \$213.00 (Cash)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$213.00 donation from an anonymous resident.

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 - Cincinnati Moose Lodge #2 - \$2,329.86 (Check)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$2,329.86 donation from Cincinnati Moose Lodge #2.

Cincinnati Lodge No 2

DATE

2-23-27

PAY TO THE
ORDER OF

C. L. LAMAIN TWP FIRE DEPT.

\$ 2329.86

Two Thousand Three Hundred Twenty Nine 86/100 DOLLARS

Security features
included.
Details on back

North Side Bank
AND TRUST COMPANY
www.northsidebankandtrust.com

MEMO

DONATION

CONSENT ITEMS

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

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

Donation Acceptance - Public Services Department - Heister Insurance Agency, Inc - \$500 (Check - Single Event Sponsor)

Recommend approval of all consent items.

Rationale:

Colerain Township Public Services Department is grateful for a \$500 sponsorship from the Heister Insurance Agency, Inc. which will help support a 2023 summer event.

CONSENT ITEMS

Department: Public Services
Department Director: Tiphannie Mays, Assistant Administrator

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

Donation Acceptance - Public Services Department - Darcie R. Bradley DMD - \$1,500 (Check - Movie Sponsor)
Recommend approval of all consent items.

Rationale:
Colerain Township Public Services Department is grateful for a \$1,500 sponsorship from Darcie R. Bradley DMD which will help support the production of a 2023 summer movie.