

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - May 9, 2023

1. **Opening of Meeting**
2. **Pledge of Allegiance** 7PM
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Presentations**
 - a. Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Police Officers
6. **Public Hearings**
 - a. Public Hearing for Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2
 - b. Public Hearing: Community Development Block Grant Update
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - b. Resolution Declaring a Junk Motor Vehicle - 2565 Royal Glen Dr - 1 of 8
 - c. Resolution Declaring a Junk Motor Vehicle - 3171 Niagara St - 2 of 8
 - d. Resolution Declaring a Junk Motor Vehicle - 3225 Deshler Dr - 3 of 8
 - e. Resolution Declaring a Junk Motor Vehicle - 8671 Eagle Creek Rd - 4 of 8
 - f. Resolution Declaring a Junk Motor Vehicle - 9637 Dunraven Dr. - 5 of 8
 - g. Resolution Declaring a Junk Motor Vehicle - 9810 Norcrest Dr - 6 of 8
 - h. Resolution Declaring a Junk Motor Vehicle - 9936 Loralinda Dr - 7 of 8
 - i. Resolution Declaring a Junk Motor Vehicle - 10432 Owl Creek Rd - 8 of 8
 - j. Motion to Authorize the Township Administrator to Purchase Portable Radios
 - k. Motion Authorizing Township Administrator to Execute Contract with Vogelpohl for Purchase of Fire Engine for \$779,782

Public Services

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

- a. Motion to Approve Change Order - Tri-State Concrete - US 27 Colerain Ave Bus Stop Project - \$23,200.00

Development

- a. Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2
- b. Motion to Set Public Hearing for Sidewalk Maintenance Program for June 13, 2023 at 7PM

Administration

- a. Motion Authorizing Township Administrator to Execute Agreement with Teasdale Fenton for Basement Repairs - Price TBD
- b. Motion Authorizing Township Administrator to execute a contract with Arcoro for Human Resources Management Software.
- c. Resolution Authorizing the Transfer of Township Monies

11. Old Business

- a. Resolution to Approve or Deny Acceptance of Dunlap, Melcarl, and Grovewood Drive as Township Roads
- b. Motion Directing Township Administrator to Sign the 2024 Storm Water District Level of Service and Estimated Service Fee Form

12. Consent Items

- a. New Hire - Police Officer - Police Department - Michael Varin - \$33.65 per hour
- b. New Hire - Police Officer - Police Department - Noè Eriksen-Brottet - \$33.65 per hour
- c. Contract - Dynegy - Aggregation for Township Buildings

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

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 Police Officers

No action is requested of the Board.

Rationale:

Chief Cordie will swear-in Police Officer Barb Aylward, Police Officer Caleb Grote, and Police Officer Jack Yelmgren.

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

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

Public Hearing for Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2

No action is requested of the Board.

Rationale:

The Colerain Township Board of Trustees must hold a Public Hearing to consider Recommendations by the Zoning Commission on Rezoning of Property.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

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:

6662 Daleview Rd	510-0350-0155-00
2662 Niagara St	510-0051-0297-00
3353 Lapland Dr	510-0081-0147-00
10432 Owl Creek Rd	510-0260-0052-00

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

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
6662 Daleview Rd	510-0350-0155-00
2662 Niagara St	510-0051-0297-00
3353 Lapland Dr	510-0081-0147-00
10432 Owl Creek Rd	510-0260-0052-00

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

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

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

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

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, 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 Glen Dr - 1 of 8
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 Glen Dr. Cincinnati, OH 45239

(OH) GAR1754, 2001, SILVER, 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 Glen 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 Glen 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 Glen 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, SILVER, 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 - 3171 Niagara St - 2 of 8
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:

3171 Niagara St. Cincinnati, OH 45251

1. (OH) HYV9662, 2008, SILVER, DODGE, MAGNUM

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 3171 Niagara St. Cincinnati, OH 45251 – Parcel ID 510-0052-0397-00
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 **3171 Niagara St. Cincinnati, OH 45251 – Parcel ID 510-0052-0397-00**

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 **3171 Niagara St. Cincinnati, OH 45251 – Parcel ID 510-0052-0397-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) HYV9662, 2008, SILVER, DODGE, MAGNUM**

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 - 3225 Deshler Dr - 3 of 8
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:

3225 Deshler Dr. Cincinnati, OH 45251

(OH) GNP4049, 1999, GOLD, MAZDA, 626

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 3225 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0222-00
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 **3225 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0222-00**

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 **3225 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0222-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) GNP4049, 1999, GOLD, MAZDA, 626**

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 - 8671 Eagle Creek Rd - 4 of 8
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:

8671 Eagle Creek Rd. Cincinnati, OH 45247

1. (OH) DBH2869, 1997, TAN, CHEVY, VAN / RV
2. (OH) EN32DF, 1996, RED/SILVER, CHEVY, SILVERADO

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 8671 Eagle Creek Rd.
Cincinnati, OH 45247 – Parcel ID 510-0430-0056-00
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 **8671 Eagle Creek Rd. Cincinnati, OH 45247 – Parcel ID 510-0430-0056-00**

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 **8671 Eagle Creek Rd. Cincinnati, OH 45247 – Parcel ID 510-0430-0056-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OH) DBH2869, 1997, TAN, CHEVY, VAN / RV**
 - B. **(OH) EN32DF, 1996, RED/SILVER, CHEVY, SILVERADO**
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 - 9637 Dunraven Dr. - 5 of 8
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:

9637 Dunraven Dr. Cincinnati, OH 45251

1. (OH) N/A, 2013, GOLD, CHRYSLER, SEBRING

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 9637 Dunraven Dr. Cincinnati, OH 45251 – Parcel ID 510-0041-0237-00
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 **9637 Dunraven Dr. Cincinnati, OH 45251 – Parcel ID 510-0041-0237-00**

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 **9637 Dunraven Dr. Cincinnati, OH 45251 – Parcel ID 510-0041-0237-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) N/A, 2013, GOLD, CHRYSLER, SEBRING**

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 - 9810 Norcrest Dr - 6 of 8

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:

9810 Norcrest Dr. Cincinnati, OH 45231

1. (OH) JJC1845, 2008, SILVER, BMW, 535i

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 9810 Norcrest Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0076-00
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 **9810 Norcrest Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0076-00**

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 **9810 Norcrest Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0076-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) JJC1845, 2008, SILVER, BMW, 535i**

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 - 9936 Loralinda Dr - 7 of 8

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:

9936 Loralinda Dr. Cincinnati, OH 45251

1. (N/A) N/A, 1999, BLACK, DODGE, RAM
2. (N/A) N/A, 2001, BLACK, HONDA, ACCORD

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 9936 Loralinda Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0206-00
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 **9936 Loralinda Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0206-00**

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 **9936 Loralinda Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0206-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(N/A) N/A, 1999, BLACK, DODGE, RAM**
 - B. **(N/A) N/A, 2001, BLACK, HONDA, ACCORD**
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 - 10432 Owl Creek Rd - 8 of 8

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:

10432 Owl Creek Rd. Cincinnati, OH 45252

1. (N/A) N/A, 1995, BLUE, FORD, MUSTANG
2. (N/A) N/A, UNKNOWN. BLACK, ACURA, MDX
3. (N/A) N/A, 1997, BLACK, CHEVY, SILVERADO
4. N/A) N/A. 1995, BLUE, FORD, MUSTANG

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 10432 Owl Creek Rd.
Cincinnati, OH 45252 – Parcel ID 510-0260-0052-00
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 **10432 Owl Creek Rd. Cincinnati, OH 45252 – Parcel ID 510-0260-0052-00**

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 **10432 Owl Creek Rd. Cincinnati, OH 45252 – Parcel ID 510-0260-0052-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(N/A) N/A, 1995, BLUE, FORD, MUSTANG**
 - B. **(N/A) N/A, UNKNOWN. BLACK, ACURA, MDX**
 - C. **(N/A) N/A, 1997, BLACK, CHEVY, SILVERADO**
 - D. **N/A) N/A. 1995, BLUE, FORD, MUSTANG**
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 Authorize the Township Administrator to Purchase Portable Radios
Recommend ADOPTION of the Motion.

Rationale:

This purchase would include 19 total radios. Seven additional radios will be added to the department's overall count due to additional authorized officers. An additional 11 radios are to be purchased as part of a new five-year replacement plan that is being initiated.

The radios are \$5,287.79 each and are proprietary items.



COLERAIN TOWNSHIP POLICE

04/28/2023

04/28/2023

COLERAIN TOWNSHIP POLICE
4200 SPRINGDALE RD
CINCINNATI, OH 45251

Dear Chief Ed,

Motorola Solutions is pleased to present COLERAIN TOWNSHIP POLICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLERAIN TOWNSHIP POLICE with the best products and services available in the communications industry. Please direct any questions to Terry Connaughton at tconnaughton@mobilcomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Terry Connaughton
Sales Rep

Motorola Solutions Manufacturer's Representative

Billing Address:
COLERAIN TOWNSHIP POLICE
4200 SPRINGDALE RD
CINCINNATI, OH 45251
US

Quote Date:04/28/2023
Expiration Date:06/27/2023
Quote Created By:
Terry Connaughton
Sales Rep
tconnaughton@mobilcomm.com
513.595.5800

End Customer:
COLERAIN TOWNSHIP POLICE
Chief Ed
Cordie
513.923.5092

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	19	\$3,595.00	\$2,624.35	\$49,862.65
1a	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	19	\$110.00	\$80.30	\$1,525.70
1b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	19	\$386.00	\$386.00	\$7,334.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	19	\$0.00	\$0.00	\$0.00
1d	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	19	\$115.50	\$84.32	\$1,602.08
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	19	\$330.00	\$240.90	\$4,577.10
1f	H38BT	ADD: SMARTZONE OPERATION	19	\$1,320.00	\$963.60	\$18,308.40
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	19	\$567.00	\$413.91	\$7,864.29
1h	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	19	\$26.00	\$18.98	\$360.62
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	19	\$186.50	\$139.88	\$2,657.72



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	PMMN4060B	AUDIO ACCESSORY- HEADSET,PSM IP55 WITH 3.5MM JACK RX 24IN	19	\$177.12	\$132.84	\$2,523.96
4	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	19	\$12.96	\$9.72	\$184.68
5	PMLN7904A	CARRY ACCESSORY- CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	19	\$85.32	\$63.99	\$1,215.81
Product Services						
6	LSV00Q00202A	DEVICE PROGRAMMING	19	\$100.00	\$100.00	\$1,900.00
7	LSV00Q00381A	ENGRAVING SERVICES	19	\$29.00	\$29.00	\$551.00

Grand Total **\$100,468.01(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

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

Motion Authorizing Township Administrator to Execute Contract with Vogelpohl for Purchase of Fire Engine for \$779,782

Recommend ADOPTION of the Motion.

Rationale:

The Township went out and solicited several bids for the purchase of a new fire engine. This was a capital item outlined in this year's strategic plan and budget book. The total cost of the purchase is \$779,782. It will take approximately two years for the apparatus to be delivered to Colerain.



VOGELPOHL FIRE EQUIPMENT

SALES CONTRACT

This agreement made by and between **VOGELPOHL FIRE EQUIPMENT, INC.** 2770 Circleport Dr., Erlanger, KY 41018 (Company) and

Colerain Township
(Legal Name of Buyer)

4200 Springdale Rd. Cincinnati, OH 42251
(Address) (City) (State / Province) (Zip / Postal Code)

1. **AGREEMENT:** The “Company” agrees to sell and the “Buyer” agrees to purchase the apparatus and equipment described in the E-ONE specifications entitled 2025 E-ONE Custom Pumper Q123873-55 dated 5/1/23, attached hereto and made part of this contract, in accordance with the terms and conditions listed on contract pages 1 through 4.

2. **DELIVERY:** The apparatus shall be ready for inspection and delivery within approximately 810 calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL (Manufacturer). The above delivery days assume that any pre-build meeting to confirm Buyer requirements, whether requested by the Buyer or the Manufacturer, will be conducted no later than thirty (30) business days from execution of this Contract.

Any delay in scheduling a mutually agreeable pre-build meeting date (if needed); any changes to the apparatus components or configuration after execution of this Contract (including any changes resulting from a pre-build meeting); failure of the Buyer to act on change requests and approvals in a timely manner; or inability of the Buyer to conduct Buyer requested mid-point or final inspections in accordance with the apparatus build, may result in an extension of the maximum delivery time and any agreed to penalty dates, which shall be re-negotiated in good faith.

The Company cannot be held liable for delays and/or penalties due to strikes, failures to obtain materials, fires, accidents, force majeure, acts of nature, or any other causes beyond the Company’s control.

3. **CHANGE ORDERS:** Buyer initiated requests for changes to the apparatus will be accepted by the Company up to thirty (30) days from the date of the execution of the contract. The Company shall submit such change requests to the Manufacturer for design review, pricing, and schedule impact. The Company will then prepare a written itemized Change Order Quote for approval of the Buyer, and the contract price shall be adjusted to take into account the approved Change Order(s). Acceptance of Buyer change order requests after 30 days from the execution of the contract will depend on the scope of the change and the timing of the engineering, procurement, and build process; however will not be unreasonably withheld. Prices quoted for change order requests after 30 days will reflect any additional costs to the Manufacture for processing such changes. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

If the Manufacturer is unable to obtain exclusive or brand-name materials which cause completion or delivery problems, the Company shall advise the Buyer of said problem and resolves to examine and propose alternative sources of said material. Any material substitutions shall be mutually agreed upon by the Buyer, Company, and Manufacturer, and no substitutions shall be made without the execution of a Buyer approved change order.

4. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

5. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of:

Eight Hundred and Eight Thousand Nine Hundred and Two Dollars or \$808,902.00.

The purchase price payment reflects US dollars and does not include any change orders which may be authorized after execution of the contract. Above price also does not include any applicable local, state, or federal taxes which may be applied to the apparatus proposed. Buyer agrees to provide applicable tax exemption forms with the contract, and hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

6. **TERMS OF PAYMENT:**

a) Contract payment of \$808,902.00 (100% of purchase price) will be due and payable to the Company at the time of final inspection and acceptance of completed apparatus by the Buyer.

b) Optional Payment Plan – Full Payment - Within 15 days after receipt of a fully executed performance bond from the Company, Buyer, at their option, may make an advanced payment to the Company of \$779,782.00 as full payment for the specified apparatus. This advance payment does not include payment for any approved change orders, payment for which shall be made by the Buyer at time of delivery and acceptance.

c) Payment shall be made only to: **Vogelpohl Fire Equipment, Inc.**
2770 Circleport Dr.
Erlanger, KY 41018

d) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

7. **VOGELPOHL FIRE EQUIPMENT, INC** requires, and the Buyer agrees, that the unit shall be inspected and / or accepted by the Buyer within seven (7) days of notice that the unit had been completed.

8. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

9. **OTHER:**

This contract, to be binding, must be signed by an officer of **Vogelpohl Fire Equipment, Inc.** or a person authorized, in writing, by **Vogelpohl Fire Equipment, Inc.** to do so.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this _____ day of _____, 20_____.

COMPANY

BUYER

Vogelpohl Fire Equipment, Inc.
2770 Circleport Dr.
Erlanger, KY 41018
859-282-1000 Phone
859-282-1550 Fax

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Fire Engine (Pumper) Purchasing Committee Executive Summary

Date: May 4, 2023

Project Managers: Assistant Fire Chief Shane Packer and Fleet Services Manager Mike Adler

Budget: \$800,000

Committee Members

- Assistant Fire Chief Shane Packer
- Fleet Services Manager Mike Adler
- Lieutenant Eric Reifenberger (Unit 1)
- Lieutenant Steve May (Unit 1)
- Lieutenant Ryan Frank (Unit 2)
- Firefighter William Benderman (Unit 2)
- Lieutenant Rick Williams (Unit 3)
- Firefighter David Strittholt (Unit 3)

Committee Goal: Identify a manufacturer to build a fire engine (pumper) that meets the needs of the community for the next 25 – 30 years while maintaining fiscal responsibility.

Milestones

- 01/23/2023: A fire engine purchasing committee is established comprised of the Assistant Fire Chief of Operations, Fleet Services Manager, as well as 1 company officer and 1 fire apparatus operator from each unit day.
- 01/27/2023: Committee members begin meeting with crews for input on top priorities for the new apparatus (i.e. low hose beds).
- 02/14/2023: A sales representative brings a demo Pierce fire engine to Fire Headquarters for committee members to view.
- 03/03/2023: Committee members meet to solidify the top priorities for designing the new fire engine. Members also review spec sheets for recent deliveries throughout the tri-state from various manufacturers.
- 03/22/2023: Committee members meet at Delhi Fire Department Station 36 to view their Engine 36 (E-One) and discuss the spec sheets with a sales representative.
- March - April: AC Packer has ongoing conversations with committee members about goals while FM Adler works with fire apparatus dealers to obtain quotes.
- 04/19/2023: Committee members meet with a sales representative at Sharonville Fire Department and Independence (KY) Fire District to review their recent fire engine deliveries.
- 04/27/2023: Committee members attend FDIC International conference and exhibits in Indianapolis to meet with representatives from E-One and Rosenbauer. In addition, they also

Engine Purchasing Committee Executive Summary

view multiple manufacturers of fire apparatus for ideas on cab layout and compartment storage.

- 05/01/2023: AC Packer meets with operations members of the fire engine committee to finalize the goals and objectives for building the new fire engine.
- 05/03/2023: AC Packer and FM Adler meet to review the final goals and objectives of the new fire engine. A manufacturer is selected (E-One) and vendors are notified of the decision.

Future Milestones

- Approval of purchase by the Colerain Township Board of Trustees
- Committee meeting to review spec sheets from E-One to occur before the pre-build meeting with the manufacturer.
- Pre-build meeting with the manufacturer at E-One's facility.
- Construction inspection with manufacturer at E-One's facility.
- Final inspection with manufacturer at E-One's facility.
- Committee meeting to finalize equipment location.
- Training on new apparatus after delivery.

Committee Recommendation Highlights

- E-One Custom Pumper – Cyclone Long Cab – seating for 5
- 750-gallon water tank with 30-gallon foam tank
- Front bumper pre-connected with 150' hose load
- Cab to include exterior access for FAO and EMS compartments, shelving between storage compartments, rear flip-down seat on OIC side, steering wheel with switch pods, and lowered steps into the cab.
- Pump to include foam system on rear discharge, pump panel configuration and color coding similar to current fleet, valve for deck gun to control after FAO charges the deck gun at the panel.
- Low hose bed to include a 2.5" discharge at the rear of the truck for the Cleveland load, and at least 1 additional preconnected line for 2" hose load. LDH supply line on OIC side and 2.5" preconnected with Cleveland load on the FAO side of lower portion of hose bed.
- Include 16" tailboard for a working platform to improve hose deployment and reloading.
- Rear of the truck to be free of clutter, which includes no longer mounting a blitz nozzle and no longer storing LDH supply line "tail" on rear of the truck. Cones to be stored inside FAO side compartment if possible. Ladders to be stored vertically for easier deployment in interior compartment. Add 3 steps to left side and 1 step on right side below ladder compartment. Preconnected 2" hose on top left side, so that hose loops do not block the ladder compartment.

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 Approve Change Order - Tri-State Concrete - US 27 Colerain Ave Bus Stop Project - \$23,200.00

Recommend ADOPTION of the Motion.

Rationale:

Construction of the US-27 Colerain Avenue Bus Stop project, approved at the January 10th Board of Trustees meeting, has been ongoing for the last month. During the excavation phase for the south bus stop, crews ran into a condition that needed to be addressed by the engineers. The existing storm line was not as deep as originally anticipated and created an issue with the installation of the pre-fabricated retaining wall. It was necessary for the engineers to re-design the drawings and to make concessions for a new installation approach. This has created a change order in the amount of \$23,200.00 which will address the issues and continue moving the project forward.

TRI-STATE CONCRETE CONSTRUCTION INC.

DBE, WBE, CERTIFIED

COLERAIN TWP BUS STOP WALL REVISION

COLERAIN TWP. OHIO

Tri-State Conc Kenneth R. Schibi

Direct Dial Phone #: (513) 984-3909 (513)543-8712 Mobile

Fax No. (513) 984-3914

Quote To:

Prime Contractors

Date of Quote:

4/21/23

Address of Prime

Addendums:

BULLETIN NO. 1

City, State Zip Code of Prime

Phone:

Phone # of Prime

Fax:

Fax # of Prime

We are quoting the following items:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	EXCAVATE & INSTALL CONC FTG & SADDLE	8.00	CY	1,850.00	14,800.00
20	ADD'L 304 AGG BASE	4.00	CY	150.00	600.00
30	ADDITIONAL MOBILIZATION	1.00	LS	3,000.00	3,000.00
35	ADDITIONAL DEMOBILIZATION	1.00	LS	3,000.00	3,000.00
40	ADD'L STAKING	1.00	LS	1,800.00	1,800.00
GRAND TOTAL					\$23,200.00

NOTES:

Typical Notes for proposal.

EXCLUSIONS:

QUALIFICATIONS:

1. Concrete footing and saddle is priced per CY. The C.Y. of concrete could change based on the existing storm sewer trench and the possibility of the existing fiber optic cable running along side of this footing.
2. One additional mobilization and demobilization is required to complete our items of work.
3. Additional Surveying and layout will be required.

Tri-State Concrete Construction Inc.

Kenneth R. Schibi

Tri-State Concrete Constr Inc.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2
Recommend ADOPTION of the Motion.

Rationale:

The rezoning of the land will allow for the expansion of the business with the addition of a new building.

DEVELOPMENT

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 Set Public Hearing for Sidewalk Maintenance Program for June 13, 2023 at 7PM

Recommend ADOPTION of the Motion.

Rationale:

As part of the sidewalk maintenance program, the Board is required to hold a public hearing prior to the start of construction.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing Township Administrator to Execute Agreement with Teasdale Fenton for Basement Repairs - Price TBD

Recommend ADOPTION of the Motion.

Rationale:

In March, the Township experienced two significant flooding events in the basement of the Administration building. The Township has worked with insurance on this and Teasdale Fenton to obtain a draft agreement for the restoration services. Attached is the draft quote for approximately \$34,000. This is not a final number, as prices may change based on the actual amount of work to be completed and cost of the materials.

While not contemplated in this proposal, the Township has asked to change the main area from a carpeted surface to a concrete surface covered in epoxy. This will hopefully mitigate any future damage that may occur from flooding.

Teasdale Fenton

12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

Client: Colerain Township
Property: 4200 Springdale Rd
Cincinnati , OH 45251

Operator: JEMER

Estimator: Jacob French
Position: Estimator
Company: Teasdale Fenton - DKI Restoration
Business: 12145 Centron Pl
Cincinnati , OH 45246

Business: (513) 797-0900

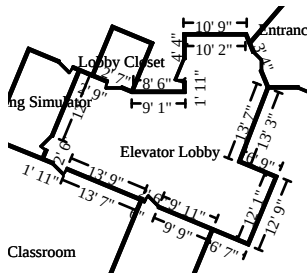
Type of Estimate: Repairs
Date Entered: 3/14/2023 Date Assigned:

Price List: OHCI8X_MAR23
Labor Efficiency: Restoration/Service/Remodel
Estimate: 23-0694-PBK-COLERAIN

12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

23-0694-PBK-COLERAIN

Main Level



Elevator Lobby

Height: 8'

1,071.77 SF Walls	782.41 SF Ceiling
1,854.18 SF Walls & Ceiling	782.41 SF Floor
86.93 SY Flooring	133.97 LF Floor Perimeter
133.97 LF Ceil. Perimeter	

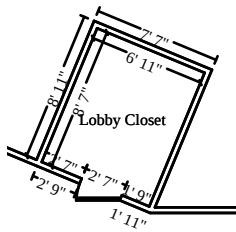
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor						
1. Glue down carpet - heavy traffic	1,105.83 SF	0.00	5.53	0.00	1,223.04	7,338.28
2. Floor prep (scrape rubber back residue)	782.41 SF	0.00	1.02	0.00	159.62	957.68
3. Vinyl - metal transition strip	3.00 LF	0.00	3.47	0.00	2.08	12.49
Walls						
4. Fill holes created by wall cavity drying	46.00 EA	0.00	2.88	0.00	26.50	158.98
5. Batt insulation - 4" - R13 - unfaced batt	99.00 SF	0.00	0.88	0.00	17.42	104.54
6. 5/8" drywall - hung, taped, floated, ready for paint	99.00 SF	0.00	3.25	0.00	64.36	386.11
7. Tape joint for new to existing drywall - per LF	53.00 LF	0.00	11.60	0.00	122.96	737.76
8. Chair rail - 2 1/2"	50.00 LF	0.00	3.27	0.00	32.70	196.20
9. Paint chair rail - two coats	50.00 LF	0.00	1.38	0.00	13.80	82.80
10. Seal/prime then paint the surface area (2 coats)	175.00 SF	0.00	0.92	0.00	32.20	193.20
11. Paint part of the walls - one coat	535.89 SF	0.00	0.64	0.00	68.60	411.57
****Contractor will do their best to match existing paint.						
12. Vinyl cove - 6" wrap	133.97 LF	0.00	14.97	0.00	401.10	2,406.63
13. Mask wall - plastic, paper, tape (per LF)	133.97 LF	0.00	1.76	0.00	47.16	282.95
General						
14. Content Manipulation charge - per hour	4.00 HR	0.00	44.23	0.00	35.38	212.30
2 men for 2 hours to remove/reset contents.						
15. Final cleaning - construction - Commercial	782.41 SF	0.00	0.23	0.00	36.00	215.95
16. General Demolition - per hour	4.00 HR	53.22	0.00	0.00	42.58	255.46

Teasdale Fenton

12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

CONTINUED - Elevator Lobby

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Extra labor needed to remove existing building material that is no longer needed.						
Totals: Elevator Lobby				0.00	2,325.50	13,952.90

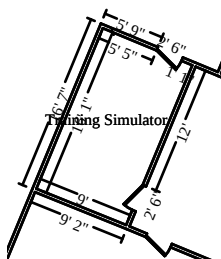


Lobby Closet

Height: 8'

247.60 SF Walls	59.16 SF Ceiling
306.76 SF Walls & Ceiling	59.16 SF Floor
6.57 SY Flooring	30.95 LF Floor Perimeter
30.95 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Walls						
17. Fill holes created by wall cavity drying	14.00 EA	0.00	2.88	0.00	8.06	48.38
18. Vinyl cove - 6" wrap	30.95 LF	0.00	14.97	0.00	92.66	555.98
19. Seal/prime then paint the floor perimeter (2 coats)	30.95 SF	0.00	0.92	0.00	5.70	34.17
20. Paint the walls - one coat	247.60 SF	0.00	0.64	0.00	31.70	190.16
General						
21. Final cleaning - construction - Residential	59.16 SF	0.00	0.30	0.00	3.56	21.31
Totals: Lobby Closet				0.00	141.68	850.00



Training Simulator

Height: 8'

400.02 SF Walls	143.73 SF Ceiling
543.76 SF Walls & Ceiling	143.73 SF Floor
15.97 SY Flooring	50.00 LF Floor Perimeter
50.00 LF Ceil. Perimeter	

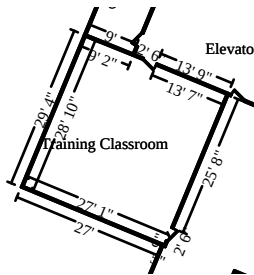
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor						
22. Glue down carpet	143.73 SF	0.00	2.80	0.00	80.48	482.92

Teasdale Fenton

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CONTINUED - Training Simulator

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Floor prep (scrape rubber back residue) Walls	143.73 SF	0.00	1.02	0.00	29.32	175.92
24. Fill holes created by wall cavity drying	13.00 EA	0.00	2.88	0.00	7.48	44.92
25. Batt insulation - 4" - R13 - unfaced batt	40.00 SF	0.00	0.88	0.00	7.04	42.24
26. 5/8" drywall - hung, taped, floated, ready for paint	40.00 SF	0.00	3.25	0.00	26.00	156.00
27. Seal/prime then paint the surface area (2 coats)	80.00 SF	0.00	0.92	0.00	14.72	88.32
28. Paint the walls - one coat	400.02 SF	0.00	0.64	0.00	51.20	307.21
29. Vinyl cove - 6" wrap	50.00 LF	0.00	14.97	0.00	149.70	898.20
30. Outlet or switch cover	3.00 EA	0.00	3.19	0.00	1.92	11.49
31. Tape joint for new to existing drywall - per LF	50.00 LF	0.00	11.60	0.00	116.00	696.00
General						
32. Final cleaning - construction - Commercial	143.73 SF	0.00	0.23	0.00	6.62	39.68
Totals: Training Simulator				0.00	490.48	2,942.90



Training Classroom

Height: 8'

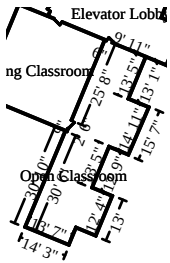
895.18 SF Walls	782.54 SF Ceiling
1,677.72 SF Walls & Ceiling	782.54 SF Floor
86.95 SY Flooring	111.90 LF Floor Perimeter
111.90 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor						
33. Install Carpet tile Reset carpet squares that are on site. Initial inspection showed that most squares are still there.	220.00 SF	0.00	0.94	0.00	41.36	248.16
34. Floor prep (scrape rubber back residue)	220.00 SF	0.00	1.02	0.00	44.88	269.28
35. Clean and deodorize carpet	782.54 SF	0.00	0.52	0.00	81.38	488.30
36. Floor protection - heavy paper and tape	782.54 SF	0.00	0.42	0.00	65.74	394.41

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CONTINUED - Training Classroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Walls						
37. R&R 5/8" drywall - hung, taped, floated, ready for paint	40.00 SF	0.49	3.25	0.00	29.92	179.52
Cut lower portions of drywall near the floor.						
38. Tape joint for new to existing drywall - per LF	20.00 LF	0.00	11.60	0.00	46.40	278.40
39. Paint the walls - one coat	895.18 SF	0.00	0.64	0.00	114.58	687.50
40. Seal/prime then paint the surface area (2 coats)	100.00 SF	0.00	0.92	0.00	18.40	110.40
41. Vinyl cove - 6" wrap	17.00 LF	0.00	14.97	0.00	50.90	305.39
General						
42. Content Manipulation charge - per hour	6.00 HR	0.00	44.23	0.00	53.08	318.46
Remove desks, chairs, and contents out of classroom. Reset after project is complete. 2 men for 3 hours each.						
Totals: Training Classroom				0.00	546.64	3,279.82



Open Classroom

Height: 9' 4"

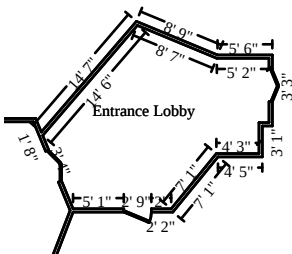
1,601.13 SF Walls	956.36 SF Ceiling
2,557.49 SF Walls & Ceiling	956.36 SF Floor
106.26 SY Flooring	171.55 LF Floor Perimeter
171.55 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor						
43. Install Carpet tile	165.00 SF	0.00	0.94	0.00	31.02	186.12
Reset carpet squares that are on site. Initial inspection showed that most squares are still there.						
44. Floor prep (scrape rubber back residue)	165.00 SF	0.00	1.02	0.00	33.66	201.96
45. Clean and deodorize carpet	956.36 SF	0.00	0.52	0.00	99.46	596.77
46. Floor protection - heavy paper and tape	250.00 SF	0.00	0.42	0.00	21.00	126.00
Protect carpet floor when painting.						
Walls						
47. Fill holes created by wall cavity drying	20.00 EA	0.00	2.88	0.00	11.52	69.12

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Springdale, Ohio 45246
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Tax ID #208087822

CONTINUED - Open Classroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
48. R&R 5/8" drywall - hung, taped, floated, ready for paint	40.00 SF	0.49	3.25	0.00	29.92	179.52
49. Tape joint for new to existing drywall - per LF	25.00 LF	0.00	11.60	0.00	58.00	348.00
50. Seal/prime then paint the surface area (2 coats)	100.00 SF	0.00	0.92	0.00	18.40	110.40
51. Paint the surface area - one coat	450.00 SF	0.00	0.64	0.00	57.60	345.60
****Paint wall where drywall work is being completed. Contractor will do their best to match existing paint unless Colerain Township advises Teasdale Fenton to paint entire room.						
52. Vinyl cove - 6" wrap	60.33 LF	0.00	14.97	0.00	180.62	1,083.76
General						
53. Content Manipulation charge - per hour	2.00 HR	0.00	44.23	0.00	17.70	106.16
54. Final cleaning - construction - Commercial	956.36 SF	0.00	0.23	0.00	44.00	263.96
Totals: Open Classroom				0.00	602.90	3,617.37



Entrance Lobby

Height: 8'

542.26 SF Walls	275.06 SF Ceiling
817.32 SF Walls & Ceiling	275.06 SF Floor
30.56 SY Flooring	67.78 LF Floor Perimeter
67.78 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Walls						
55. Tape joint for new to existing drywall - per LF	67.78 LF	0.00	11.60	0.00	157.26	943.51
56. Fill holes created by wall cavity drying	7.00 EA	0.00	2.88	0.00	4.04	24.20
57. Batt insulation - 4" - R13 - unfaced batt	50.00 SF	0.00	0.88	0.00	8.80	52.80
58. 5/8" drywall - hung, taped, floated, ready for paint	50.00 SF	0.00	3.25	0.00	32.50	195.00
59. Seal/prime then paint the surface area (2 coats)	100.00 SF	0.00	0.92	0.00	18.40	110.40
60. Paint the walls - one coat	542.26 SF	0.00	0.64	0.00	69.42	416.47
61. Vinyl cove - 6" wrap	67.78 LF	0.00	14.97	0.00	202.94	1,217.61

Teasdale Fenton

12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

CONTINUED - Entrance Lobby

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor						
62. Floor protection - heavy paper and tape	275.06 SF	0.00	0.42	0.00	23.10	138.63
63. R&R Tile - vinyl composition - High grade	275.06 SF	1.33	3.10	0.00	243.70	1,462.22
64. Floor preparation for resilient flooring	275.06 SF	0.00	0.88	0.00	48.42	290.47
65. Clean floor - tile - Heavy clean	275.06 SF	0.00	0.94	0.00	51.72	310.28
General						
66. Content Manipulation charge - per hour	8.00 HR	0.00	44.23	0.00	70.76	424.60
Labor needed to remove and reset gym equipment.						
67. Final cleaning - construction - Commercial	275.06 SF	0.00	0.23	0.00	12.66	75.92
Totals: Entrance Lobby				0.00	943.72	5,662.11
Total: Main Level				0.00	5,050.92	30,305.10

General Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
68. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	505.00	0.00	0.00	101.00	606.00
69. Commercial Supervision / Project Management - per hour	24.00 HR	0.00	74.39	0.00	357.08	2,142.44
Totals: General Items				0.00	458.08	2,748.44

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
70. Insulation labor minimum	1.00 EA	0.00	112.00	0.00	22.40	134.40
71. Electrical labor minimum	1.00 EA	0.00	244.34	0.00	48.86	293.20
72. Finish carpentry labor minimum	1.00 EA	0.00	90.14	0.00	18.02	108.16
Totals: Labor Minimums Applied				0.00	89.28	535.76
Line Item Totals: 23-0694-PBK-COLERAIN				0.00	5,598.28	33,589.30

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(513)797-0900 office
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Grand Total Areas:

4,757.96	SF Walls	2,999.26	SF Ceiling	7,757.23	SF Walls and Ceiling
2,999.26	SF Floor	333.25	SY Flooring	566.15	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	566.15	LF Ceil. Perimeter
2,999.26	Floor Area	3,156.10	Total Area	4,757.96	Interior Wall Area
3,517.05	Exterior Wall Area	371.45	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Teasdale Fenton

12145 Centron Place
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(513)797-0900 office
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Tax ID #208087822

Summary

Line Item Total	27,991.02
Overhead	2,799.14
Profit	2,799.14
Replacement Cost Value	\$33,589.30
Net Claim	\$33,589.30

Jacob French
Estimator

12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	2,799.14	2,799.14
Total	2,799.14	2,799.14

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Recap by Room

Estimate: 23-0694-PBK-COLERAIN

Area: Main Level

Elevator Lobby	11,627.40	41.54%
Lobby Closet	708.32	2.53%
Training Simulator	2,452.42	8.76%
Training Classroom	2,733.18	9.76%
Open Classroom	3,014.47	10.77%
Entrance Lobby	4,718.39	16.86%

Area Subtotal: Main Level	25,254.18	90.22%
General Items	2,290.36	8.18%
Labor Minimums Applied	446.48	1.60%

Subtotal of Areas	27,991.02	100.00%
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Total	27,991.02	100.00%
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Recap by Category

O&P Items	Total	%
CLEANING	1,676.77	4.99%
CONTENT MANIPULATION	884.60	2.63%
GENERAL DEMOLITION	1,122.91	3.34%
DRYWALL	3,901.09	11.61%
ELECTRICAL	253.91	0.76%
FLOOR COVERING - CARPET	8,216.94	24.46%
FLOOR COVERING - RESILIENT	852.69	2.54%
FLOOR COVERING - VINYL	5,642.11	16.80%
FINISH CARPENTRY / TRIMWORK	253.64	0.76%
INSULATION	278.32	0.83%
LABOR ONLY	1,785.36	5.32%
PAINTING	3,122.68	9.30%
O&P Items Subtotal	27,991.02	83.33%
Overhead	2,799.14	8.33%
Profit	2,799.14	8.33%
Total	33,589.30	100.00%

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1 1-0000_PBK_Lobby_Photo_1



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2 2-0001_PBK_Lobby_Photo_2



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3 3-0002_PBK_Lobby_Photo_3



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4 4-0003_PBK_Lobby_Photo_4



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5 5-0004_PBK_Lobby_Photo_5



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6 6-0005_PBK_Lobby_Photo_6



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7 7-0006_PBK_Lobby_Photo_7



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8 8-0007_PBK_Lobby_Photo_8



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9 9-0008_PBK_Lobby_Photo_9



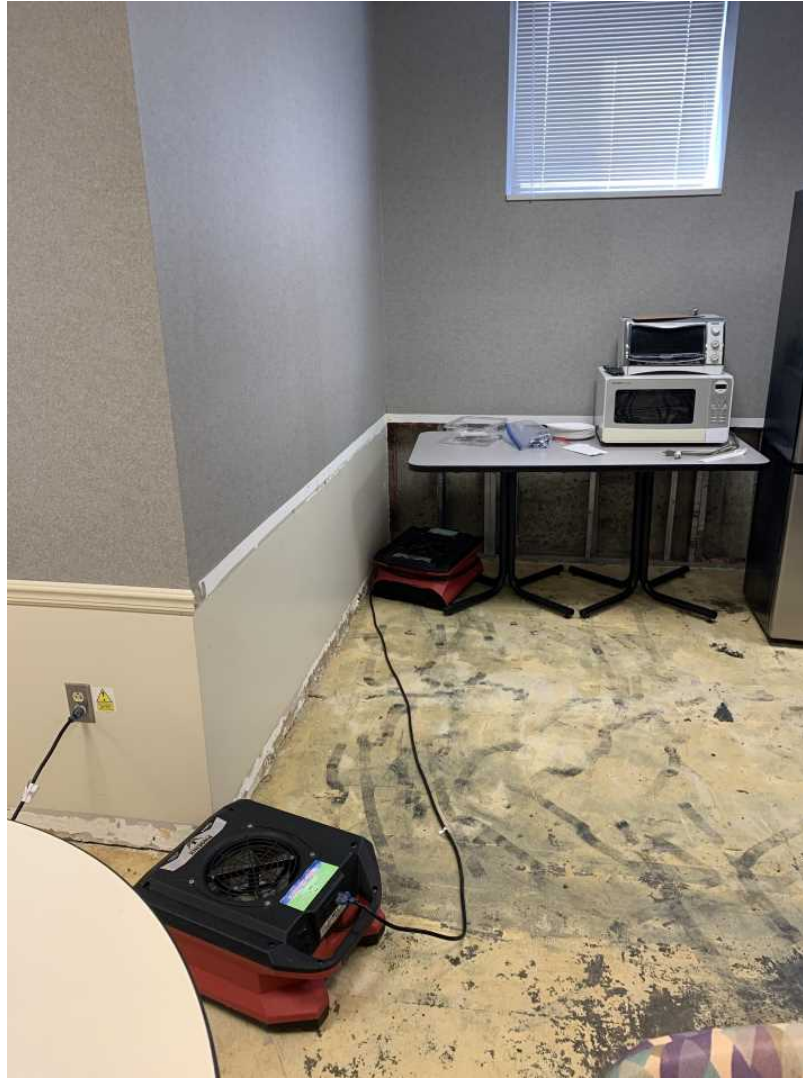
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11 11-0010_PBK_Lobby_Photo_11



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12 12-0011_PBK_Lobby_Photo_12



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13 13-0012_PBK_Lobby_Photo_13



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14 14-0013_PBK_Lobby_Photo_14



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15 15-0014_PBK_Lobby_Photo_15



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16 16-0015_PBK_Lobby_Photo_16



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17 17-0016_PBK_Lobby_Photo_17



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18 18-0017_PBK_Lobby_Photo_18



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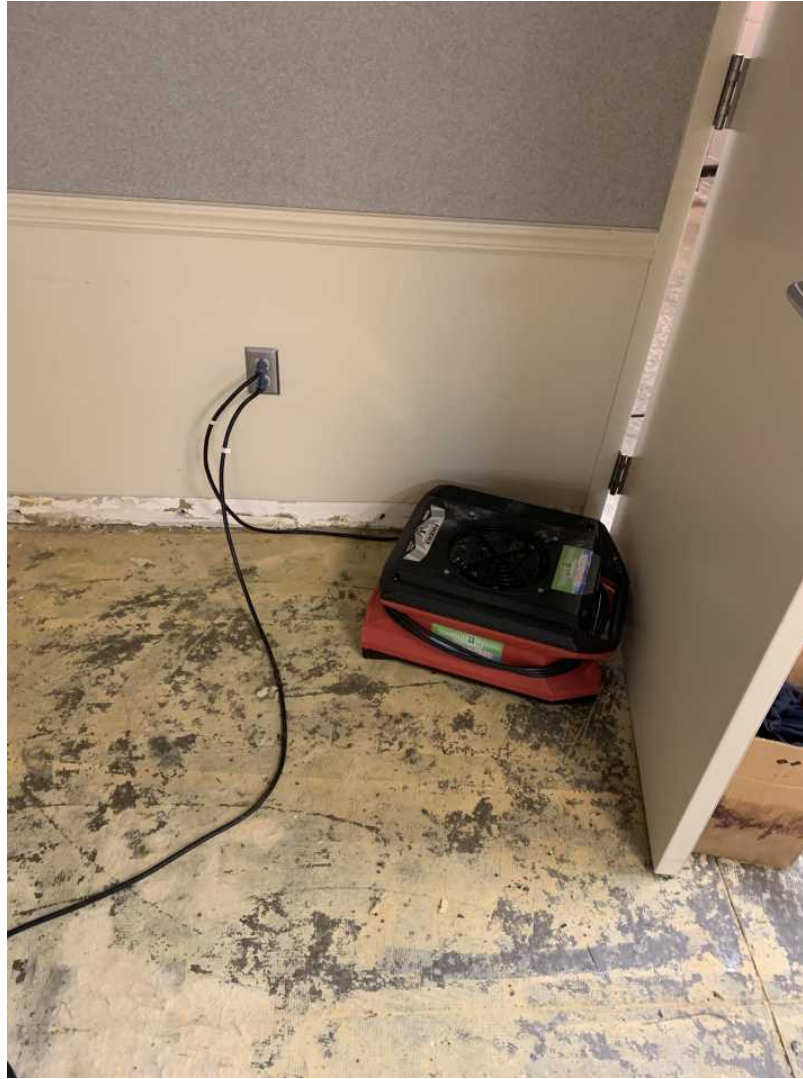
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21 21-0020_PBK_Lobby_Photo_21



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22 22-0021_PBK_Lobby_Photo_22



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23 23-0022_PBK_Lobby_Photo_23



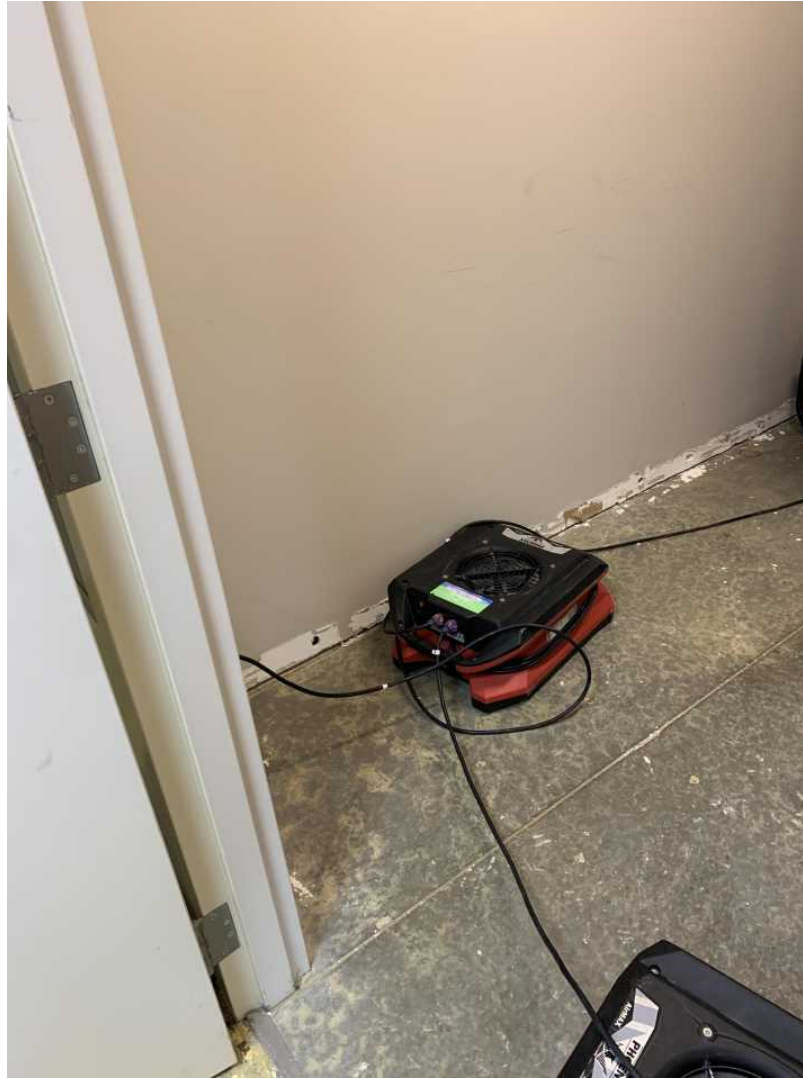
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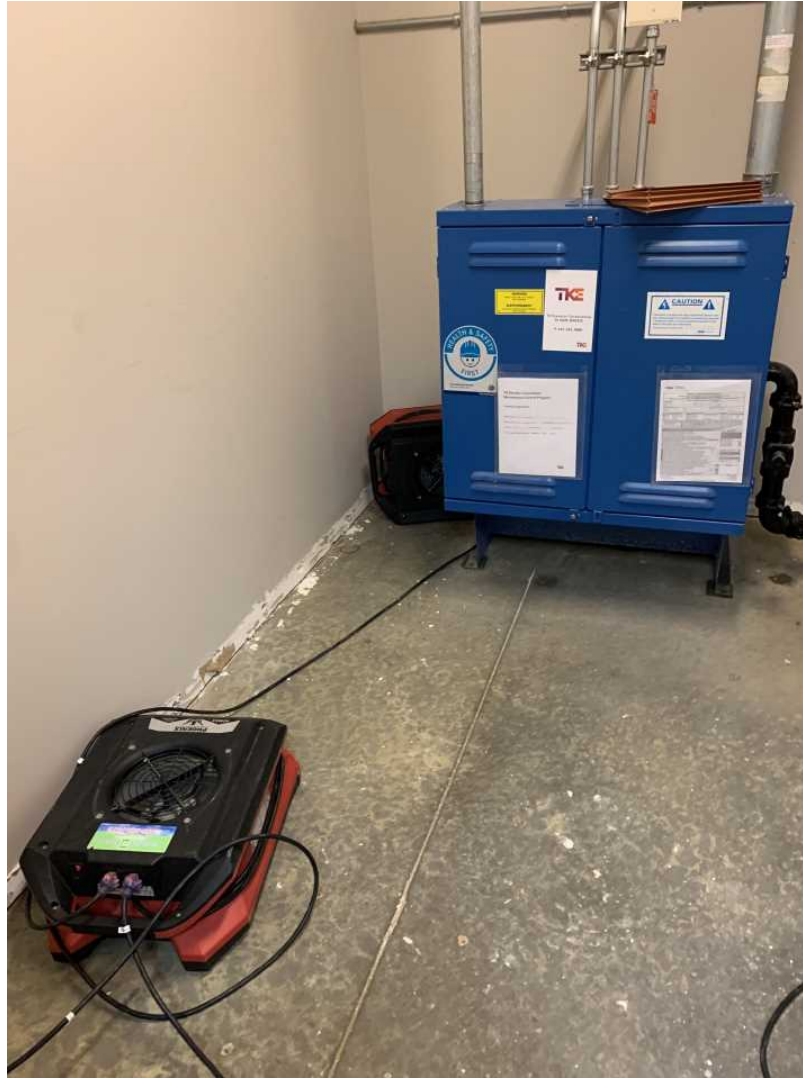
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25 25-0024_PBK_Lobby_Closet_
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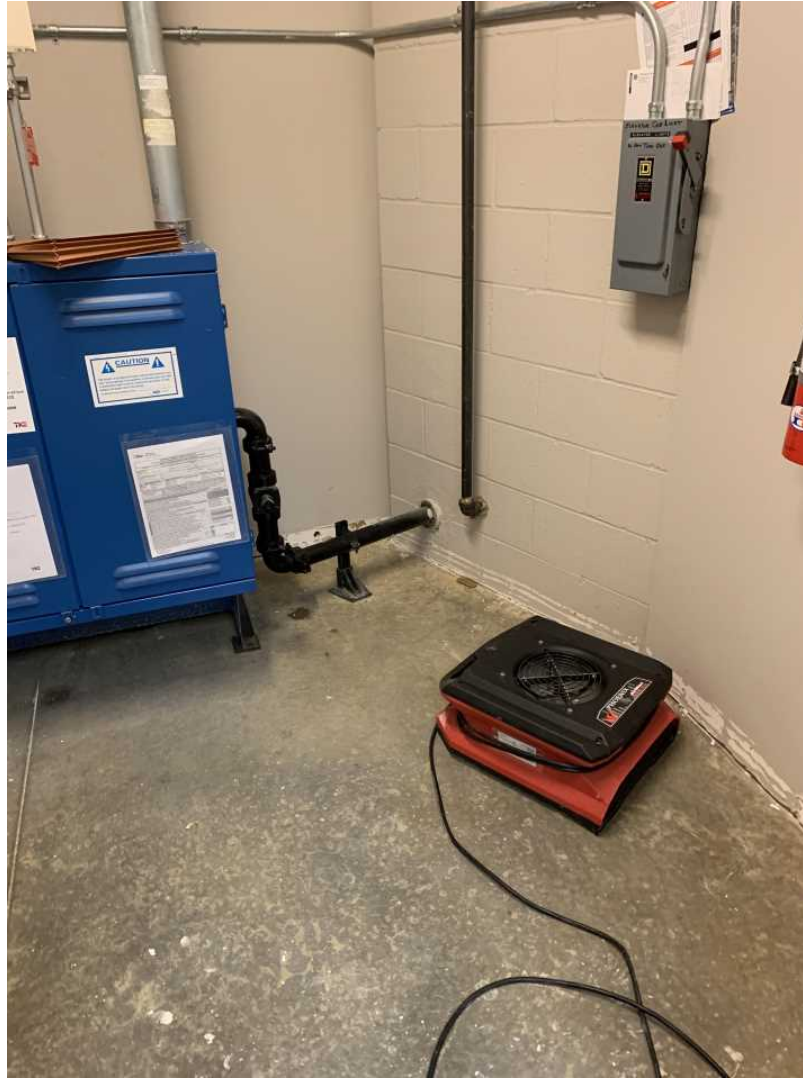
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26 26-0025_PBK_Lobby_Closet_
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27 27-0026_PBK_Lobby_Closet_
Photo_3



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28 28-0027_PBK_Lobby_Closet_
Photo_4



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29 29-0028_PBK_Lobby_Closet_
Photo_5



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30 30-0029_PBK_Police_Training_
Simulator_Photo_1



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- 31 31-0030_PBK_Police_Training_
 Simulator_Photo_2



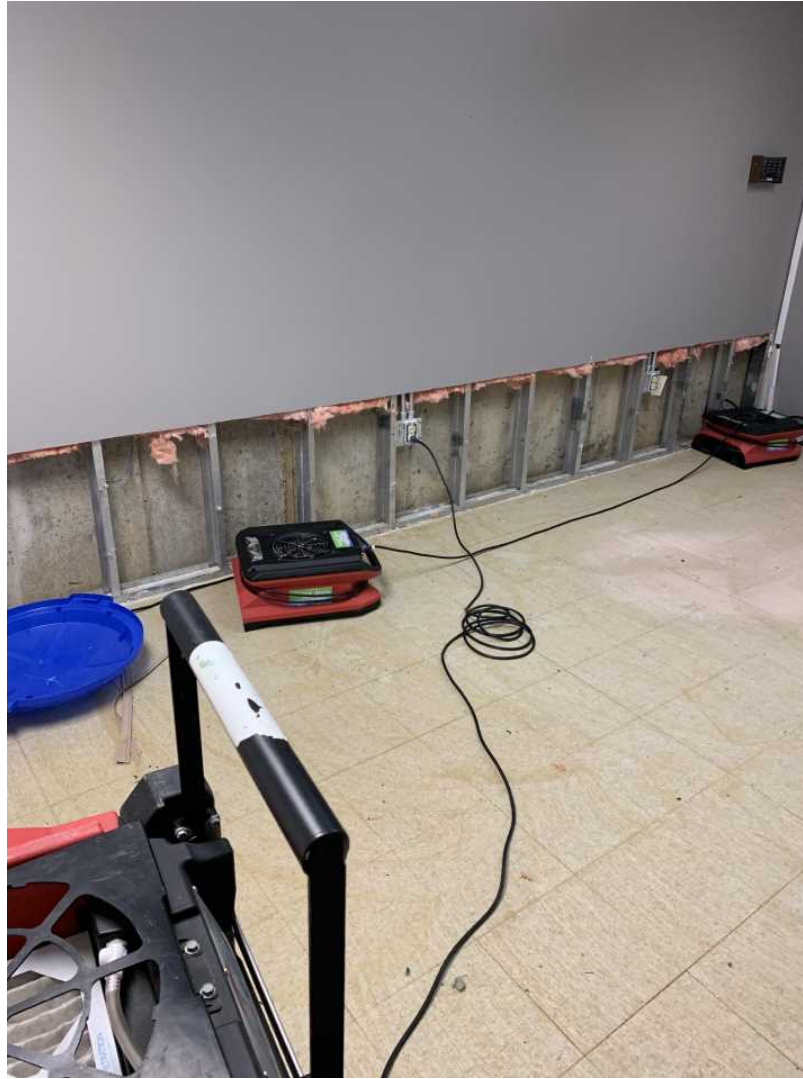
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32 32-0031_PBK_Police_Training_
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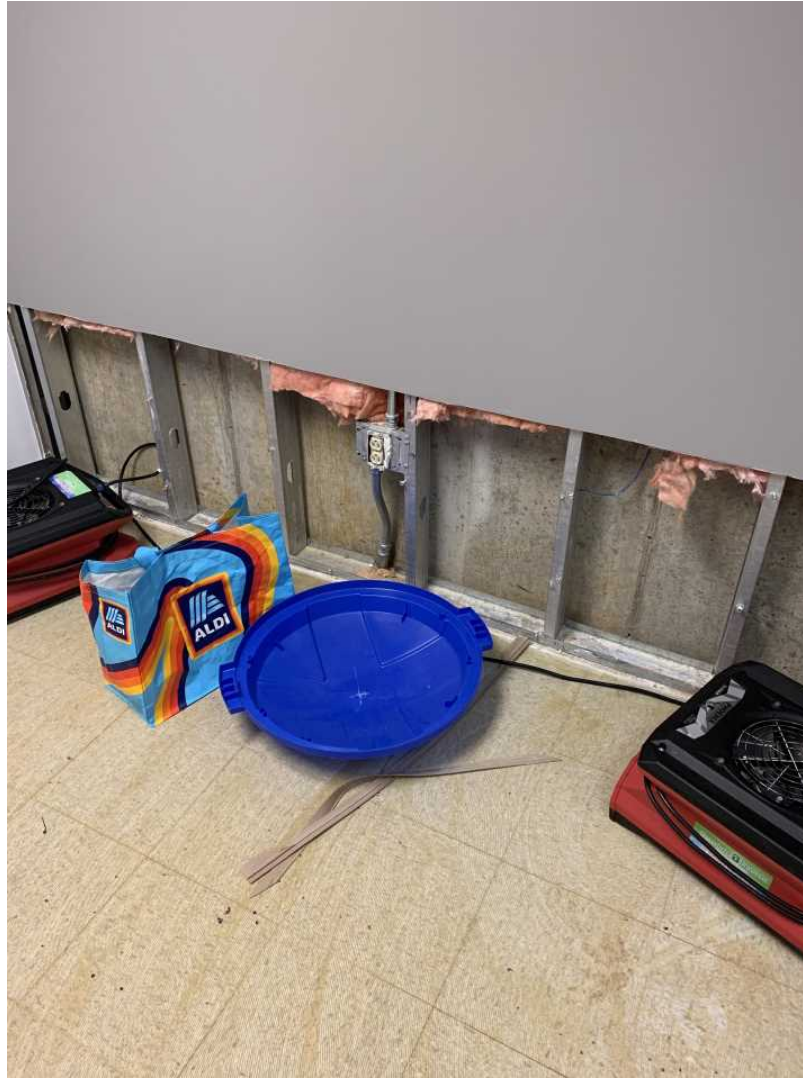
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33 33-0032_PBK_Police_Training_
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34 34-0033_PBK_Police_Training_
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35 35-0034_PBK_Police_Training_
 Simulator_Photo_6



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36 36-0035_PBK_Police_Training_
Simulator_Photo_7



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37 37-0036_PBK_Police_Training_
Simulator_Photo_8



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38 38-0037_PBK_Police_Training_
Simulator_Photo_9



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39 39-0038_PBK_Police_Training_
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40 40-0039_PBK_Police_Training_
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41 41-0040_PBK_Training_
Classroom_Photo_1



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42 42-0041_PBK_Training_
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43 43-0042_PBK_Training_
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44 44-0043_PBK_Training_
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45 45-0044_PBK_Training_
Classroom_Photo_5



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46 46-0045_PBK_Training_
Classroom_Photo_6



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47 47-0046_PBK_Training_
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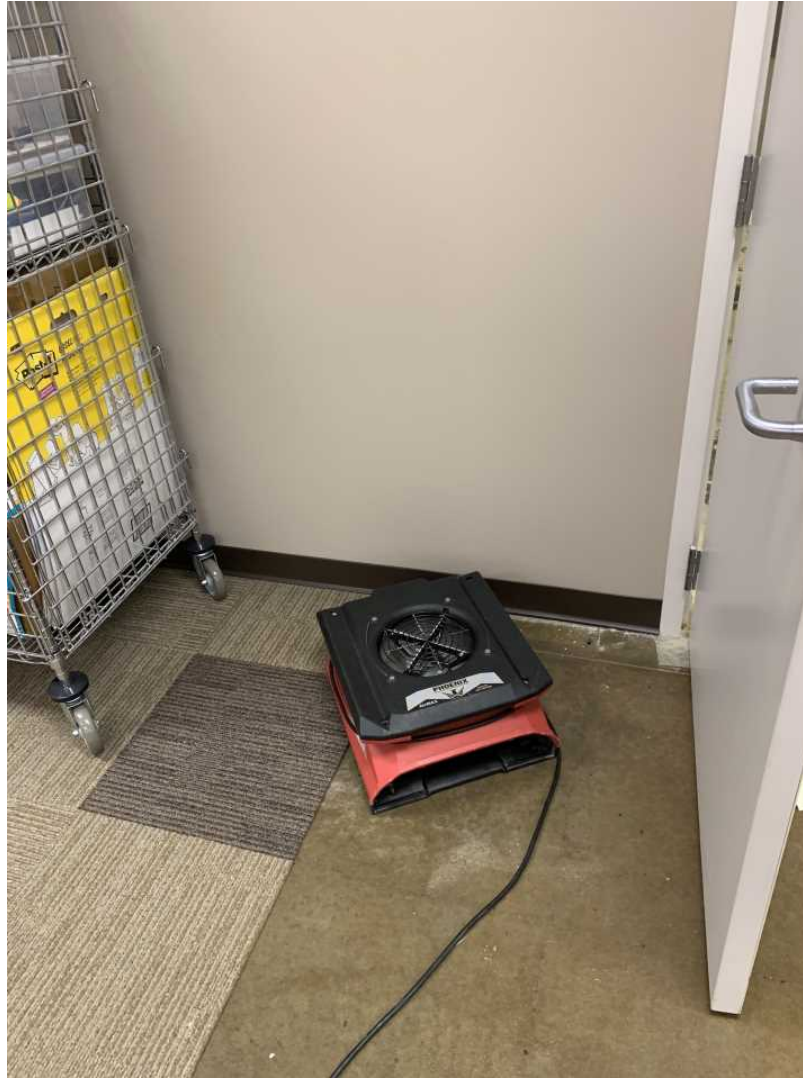
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48 48-0047_PBK_Training_
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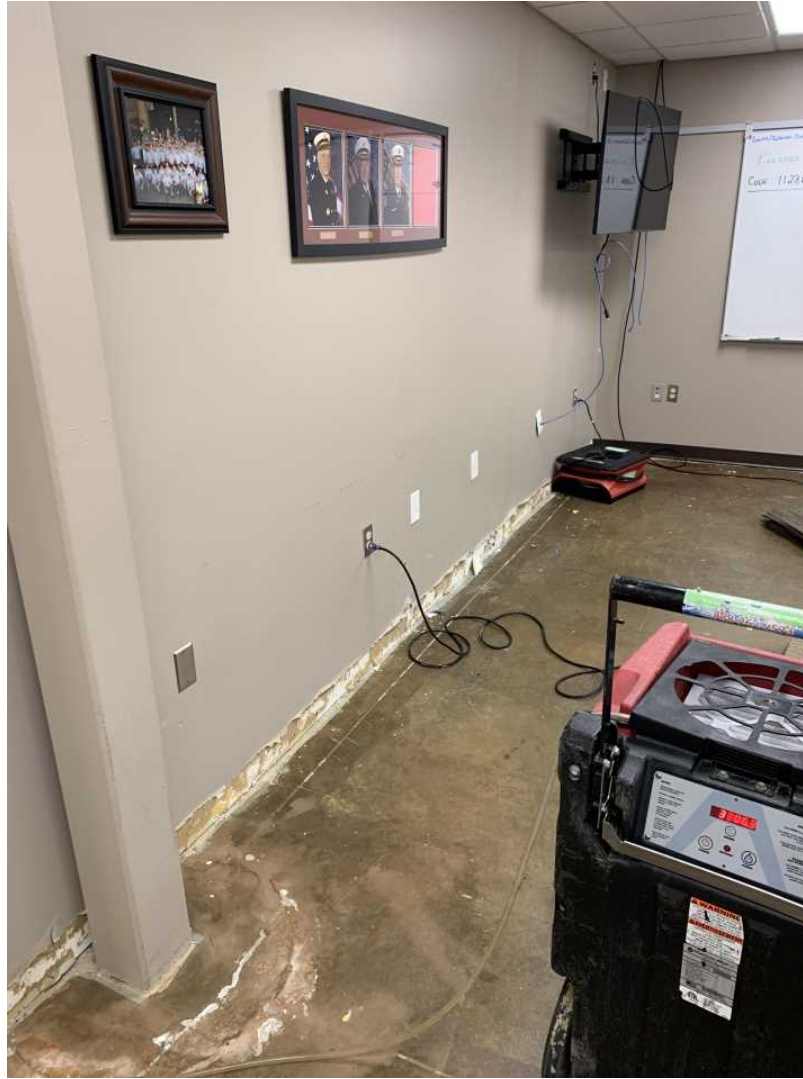
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49 49-0048_PBK_Training_
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50 50-0049_PBK_Training_
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51 51-0050_PBK_Training_
Classroom_Photo_11



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52 52-0051_PBK_Training_
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53 53-0052_PBK_Training_
Classroom_Photo_13



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54 54-0053_PBK_Open_Classroom_
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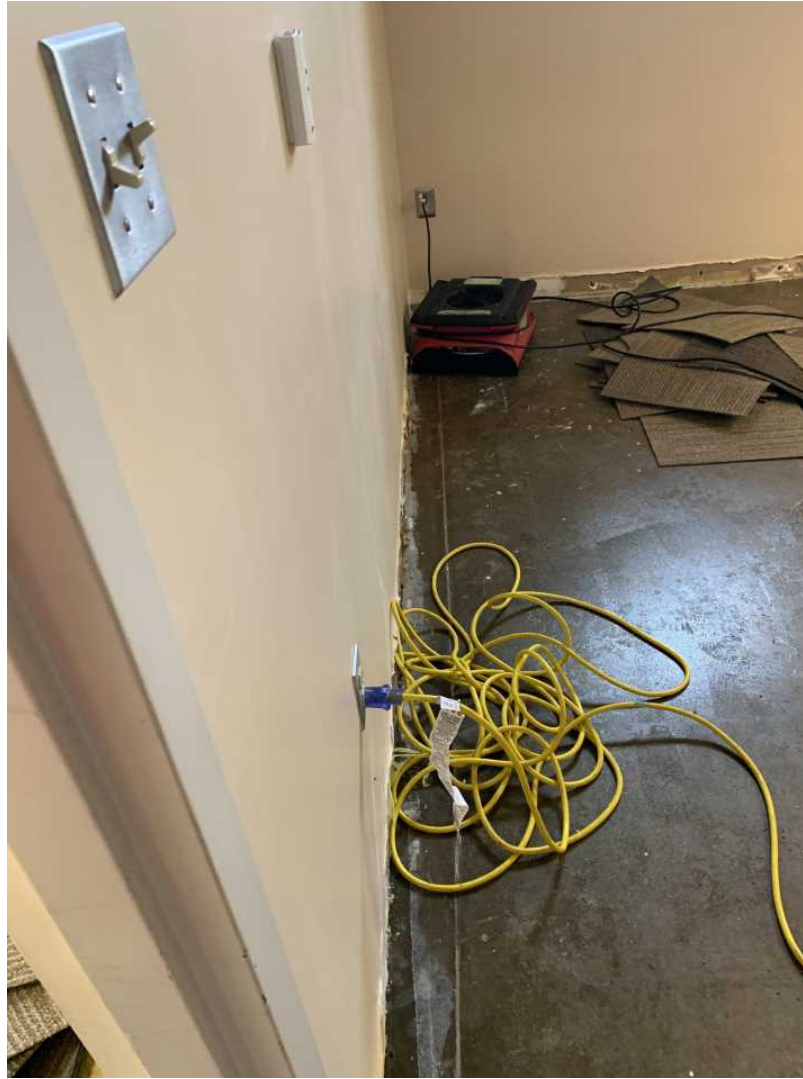
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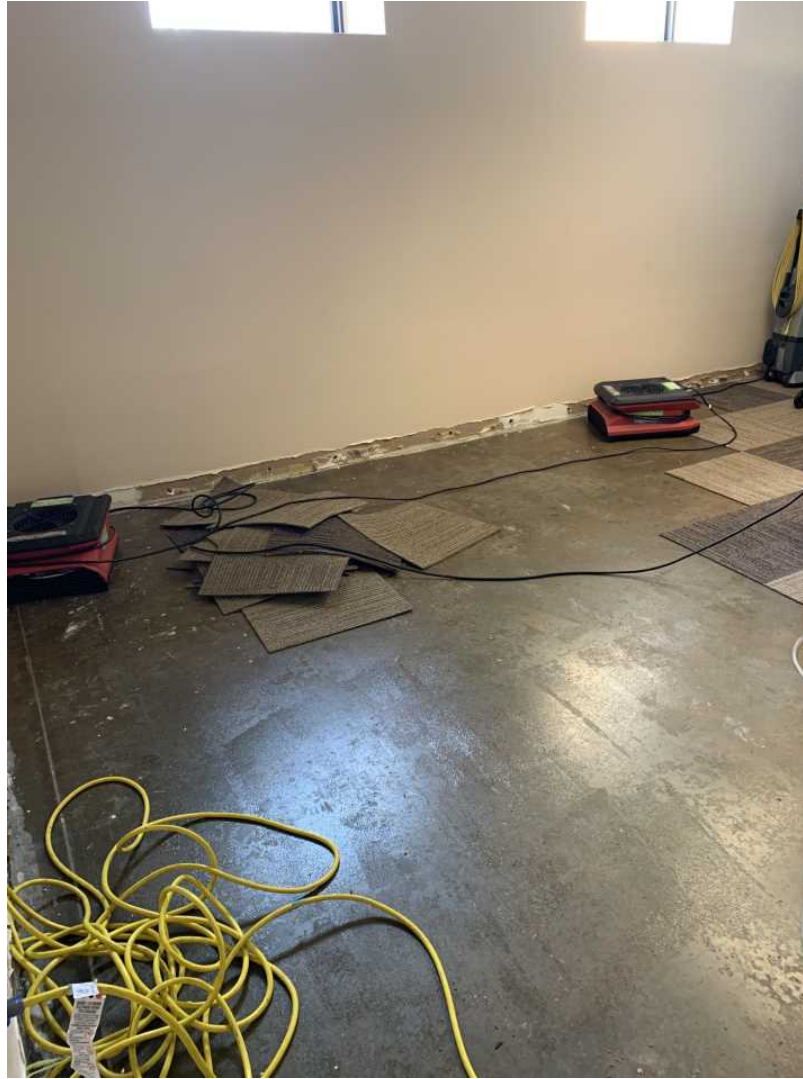
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56 56-0055_PBK_Open_Classroom_
Photo_3



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57 57-0056_PBK_Open_Classroom_
Photo_4



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58 58-0057_PBK_Open_Classroom_
Photo_5



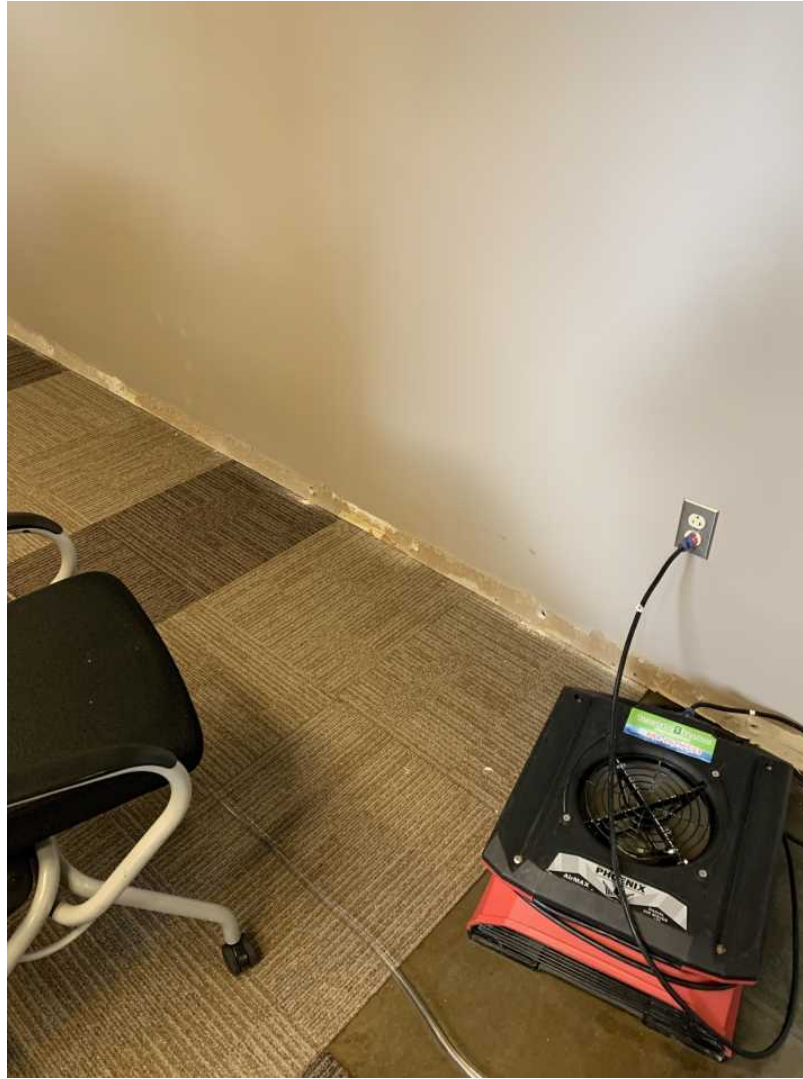
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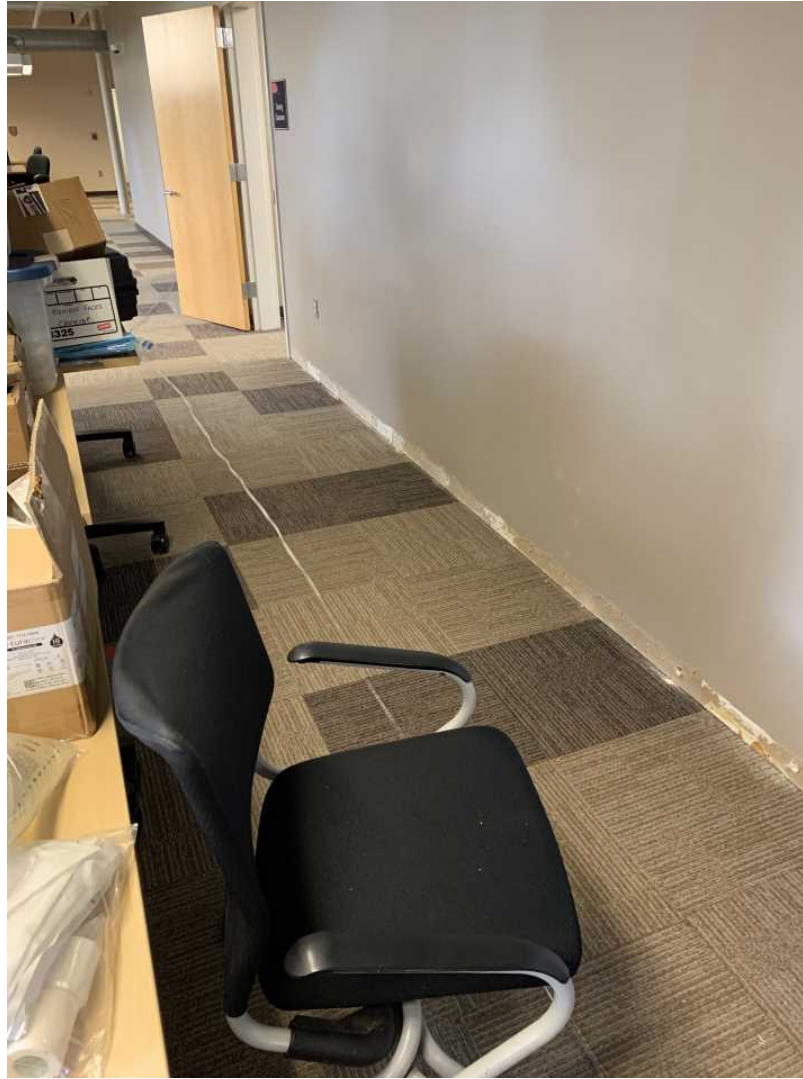
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60 60-0059_PBK_Open_Classroom_
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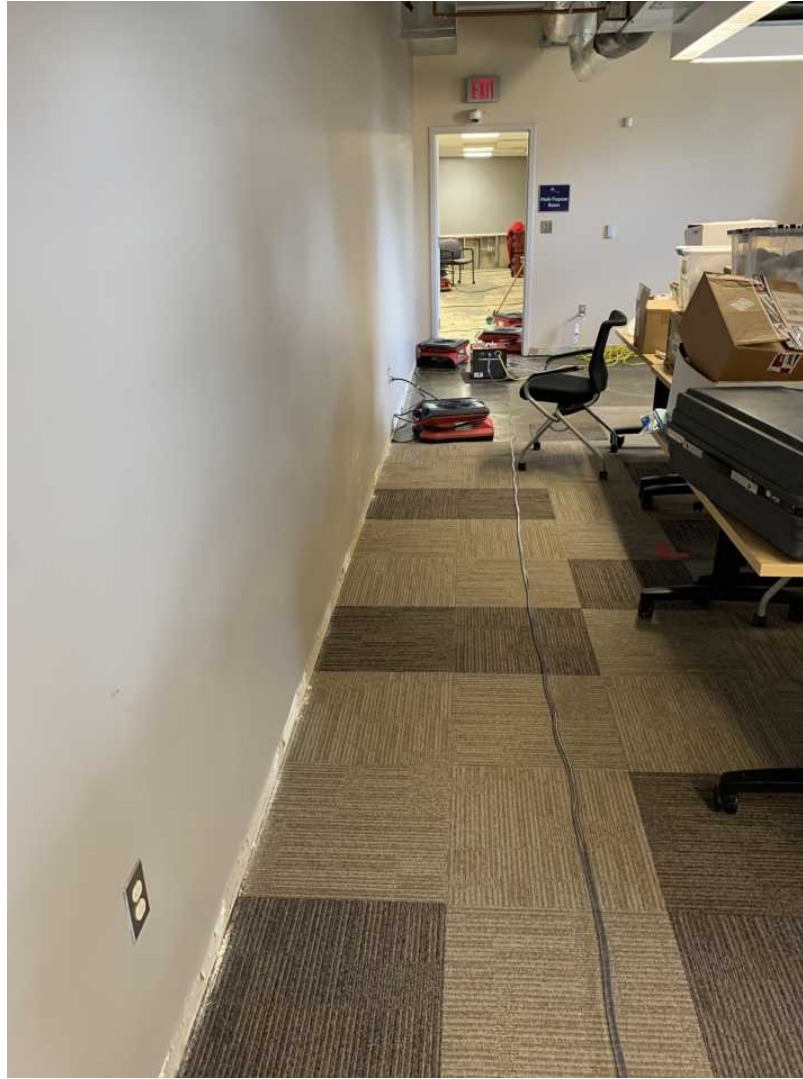
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Photo_8



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62 62-0061_PBK_Open_Classroom_
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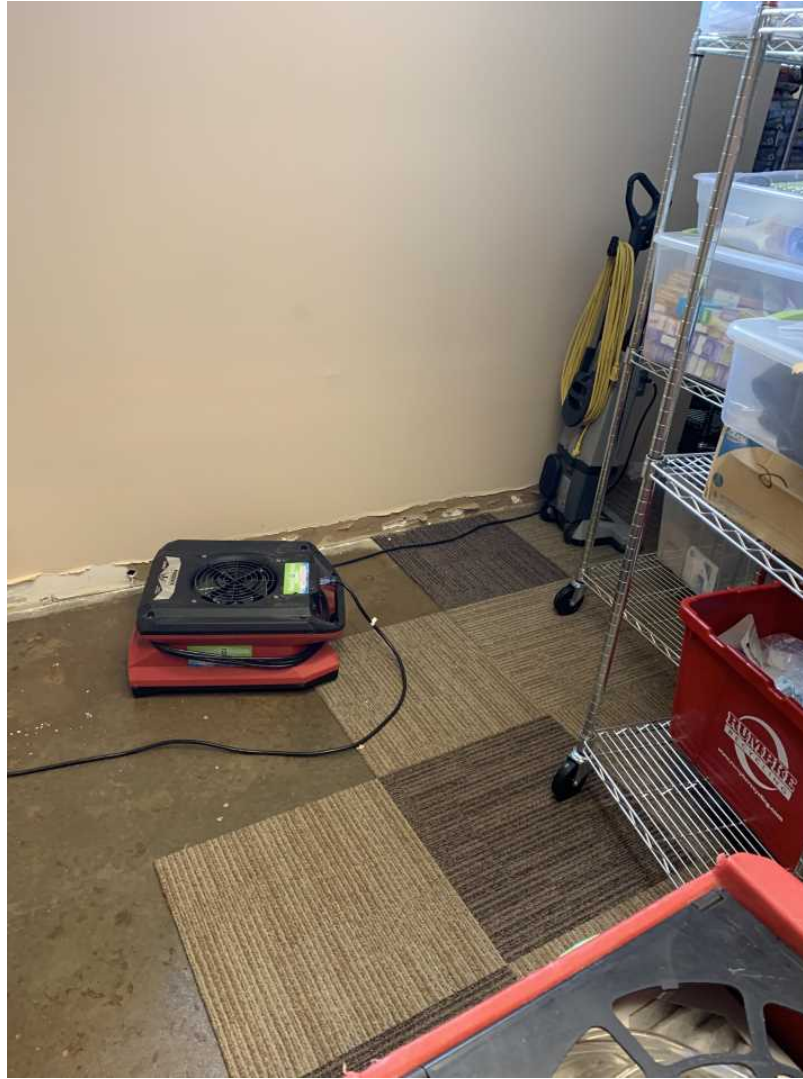
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63 63-0062_PBK_Open_Classroom_
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64 64-0063_PBK_Open_Classroom_
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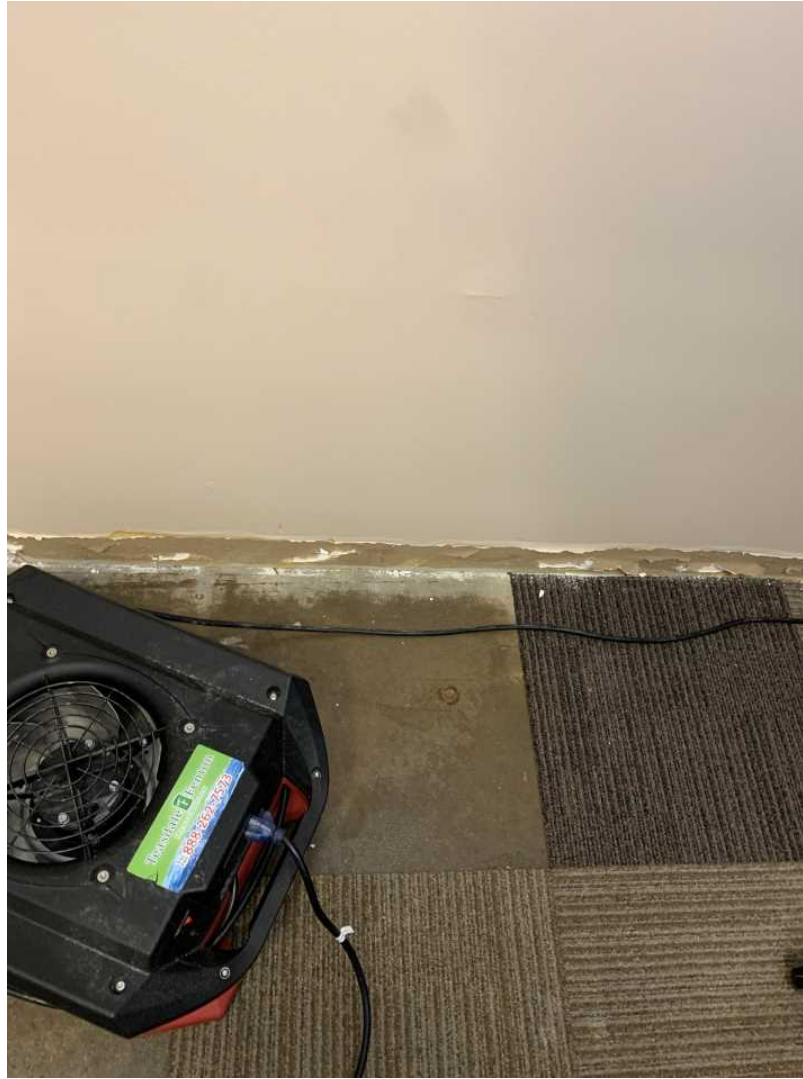
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65 65-0064_PBK_Open_Classroom_
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66 66-0065_PBK_Open_Classroom_
Photo_13



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67 67-0066_PBK_Open_Classroom_
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68 68-0067_PBK_Open_Classroom_
Photo_15



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69 69-0068_PBK_Fitness_Center_
Photo_1



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70 70-0069_PBK_Fitness_Center_
Photo_2



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71 71-0070_PBK_Fitness_Center_
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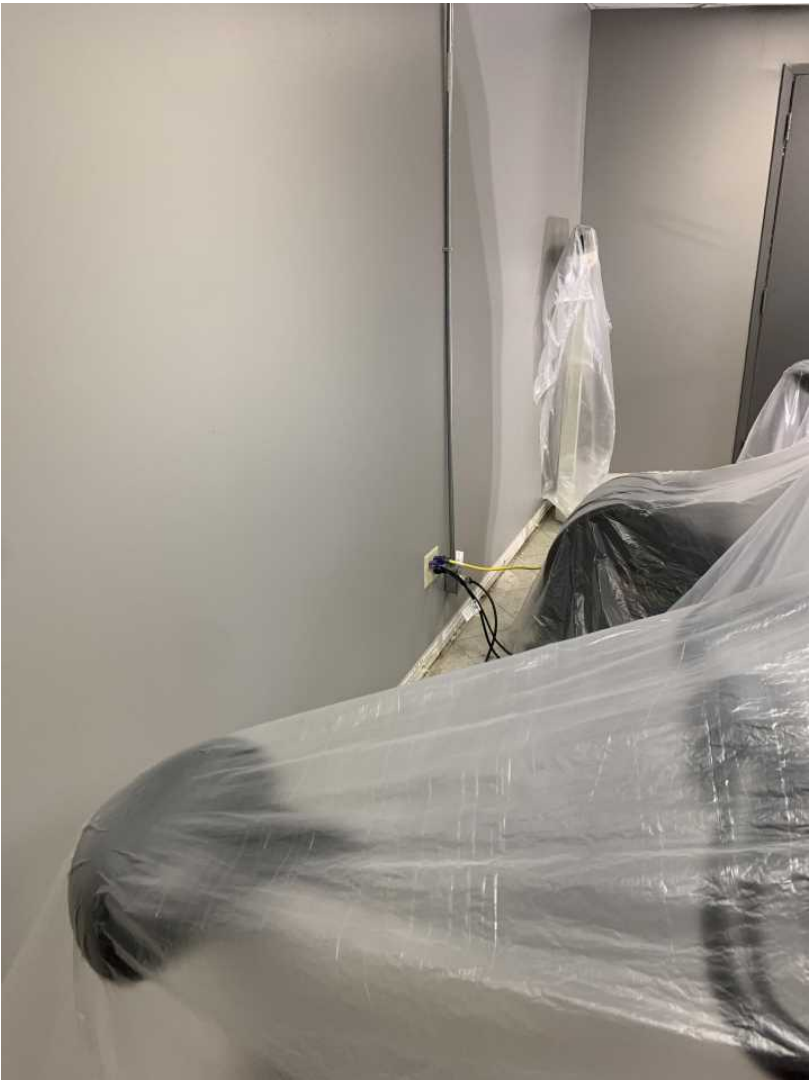
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72 72-0071_PBK_Fitness_Center_
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73 73-0072_PBK_Fitness_Center_
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74 74-0073_PBK_Fitness_Center_
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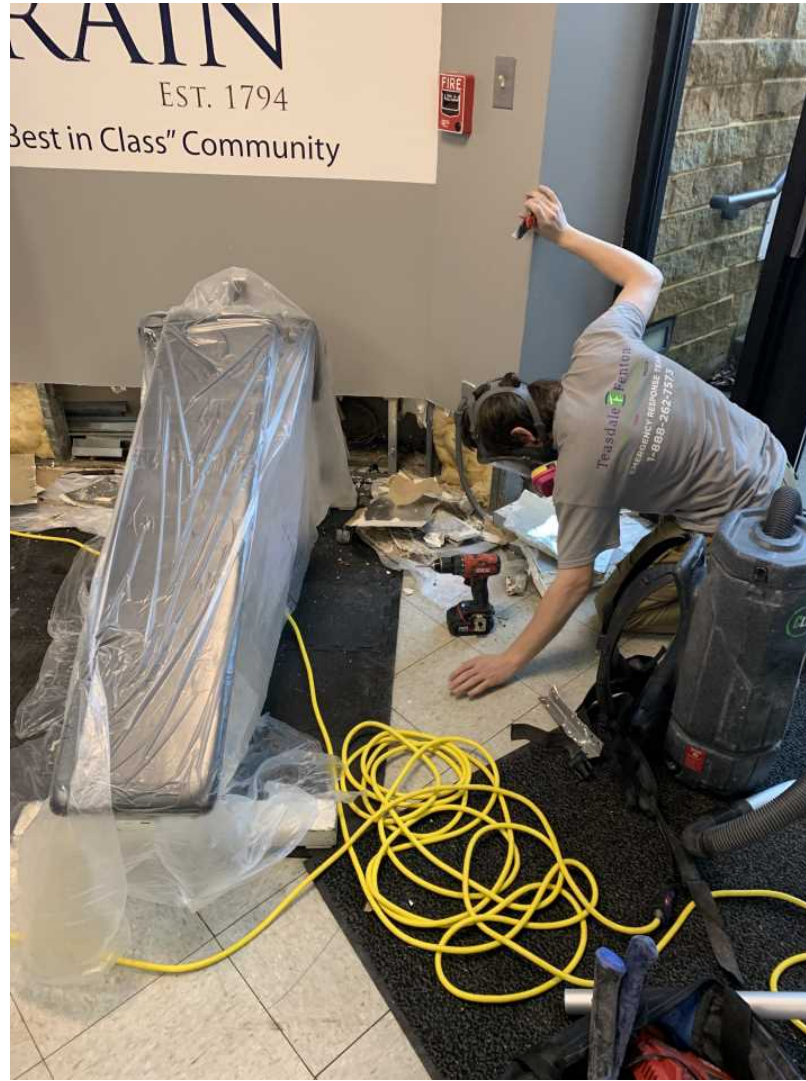
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75 75-0074_PBK_Fitness_Center_
Photo_7



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76 76-0075_PBK_Fitness_Center_
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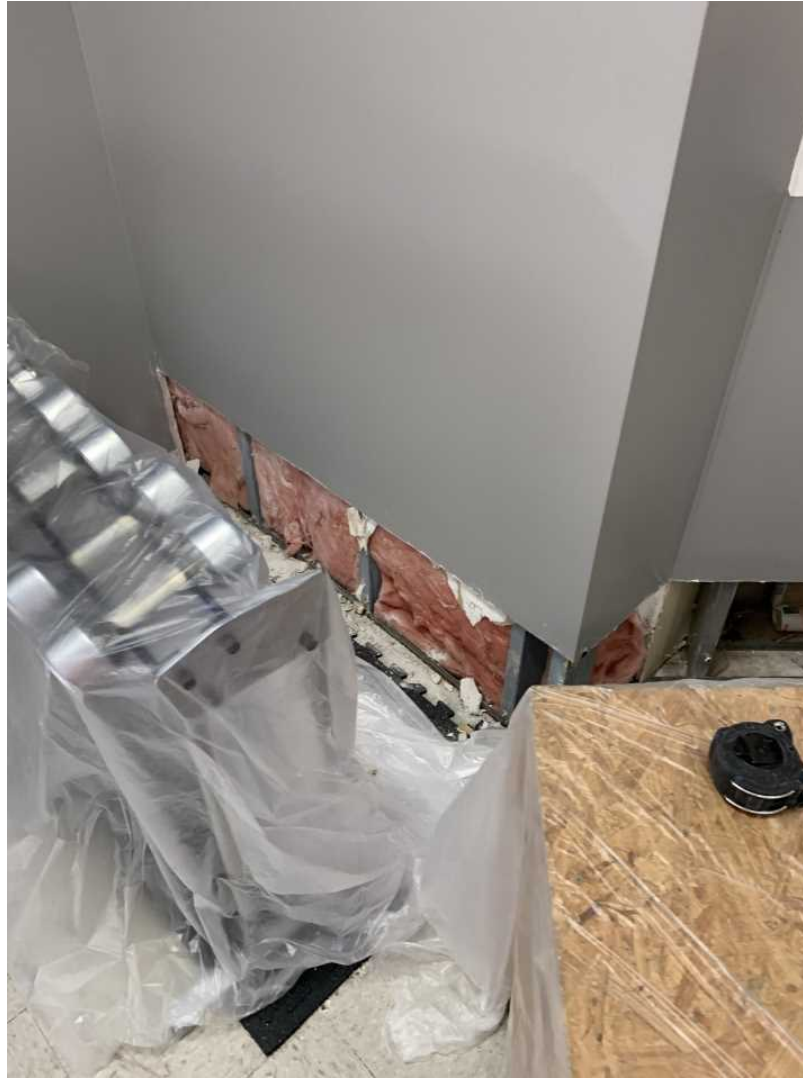
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77 77-0076_PBK_Fitness_Center_
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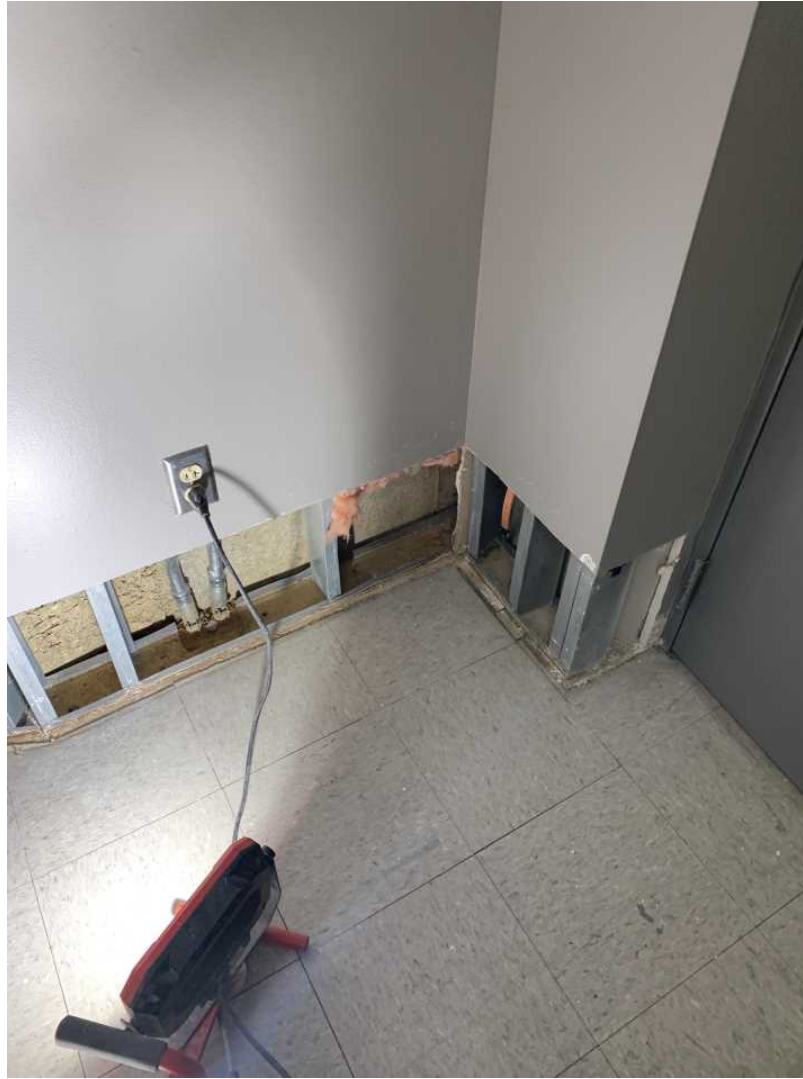
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80 80-0079_PBK_Fitness_Center_
Photo_12



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81 81-0080_PBK_Fitness_Center_
Photo_13



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82 82-0081_PBK_Fitness_Center_
Photo_14



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83 83-0082_PBK_Fitness_Center_
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84 84-0083_PBK_Fitness_Center_
Photo_16



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85 85-0084_PBK_Fitness_Center_
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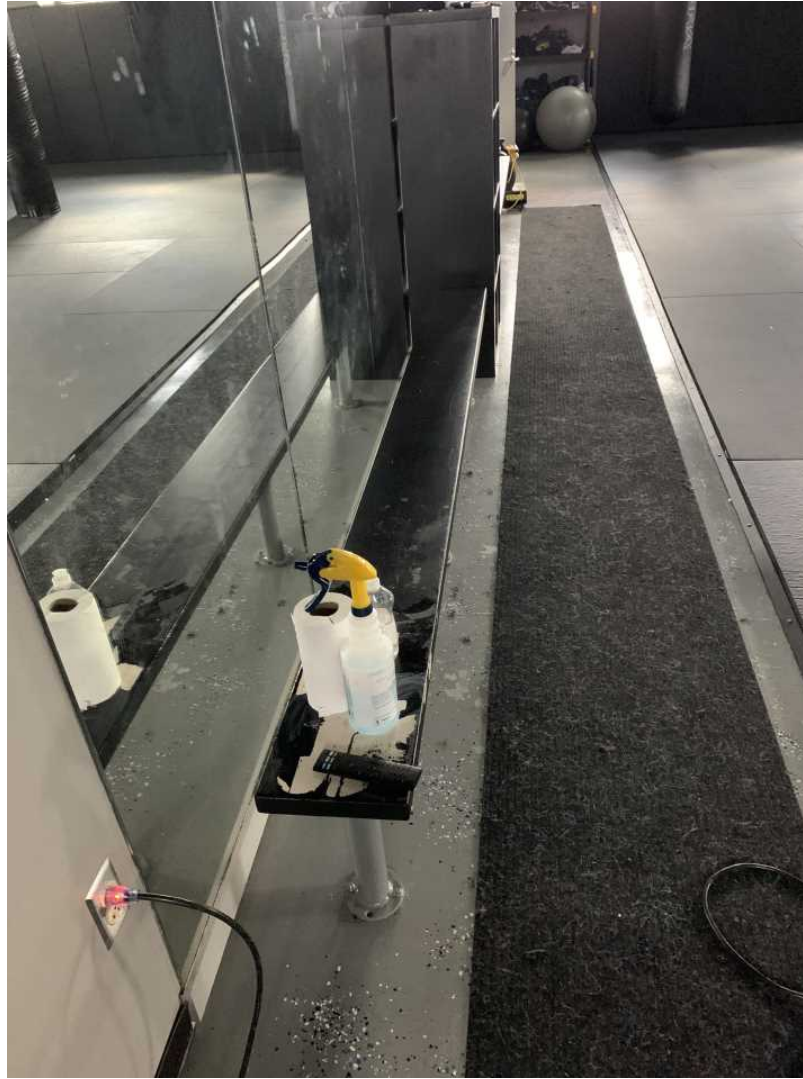
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86 86-0085_PBK_Fitness_Center_
Photo_18



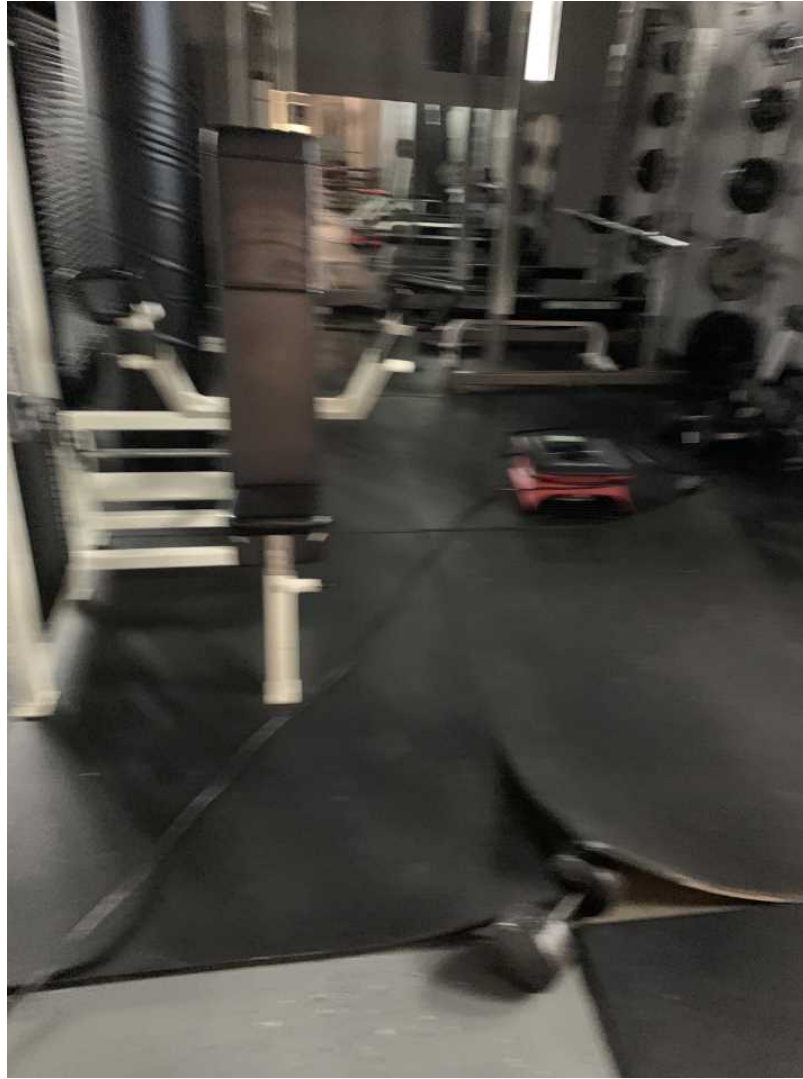
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87 87-0086_PBK_Fitness_Center_
Photo_19



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(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

88 88-0087_PBK_Fitness_Center_
Photo_20



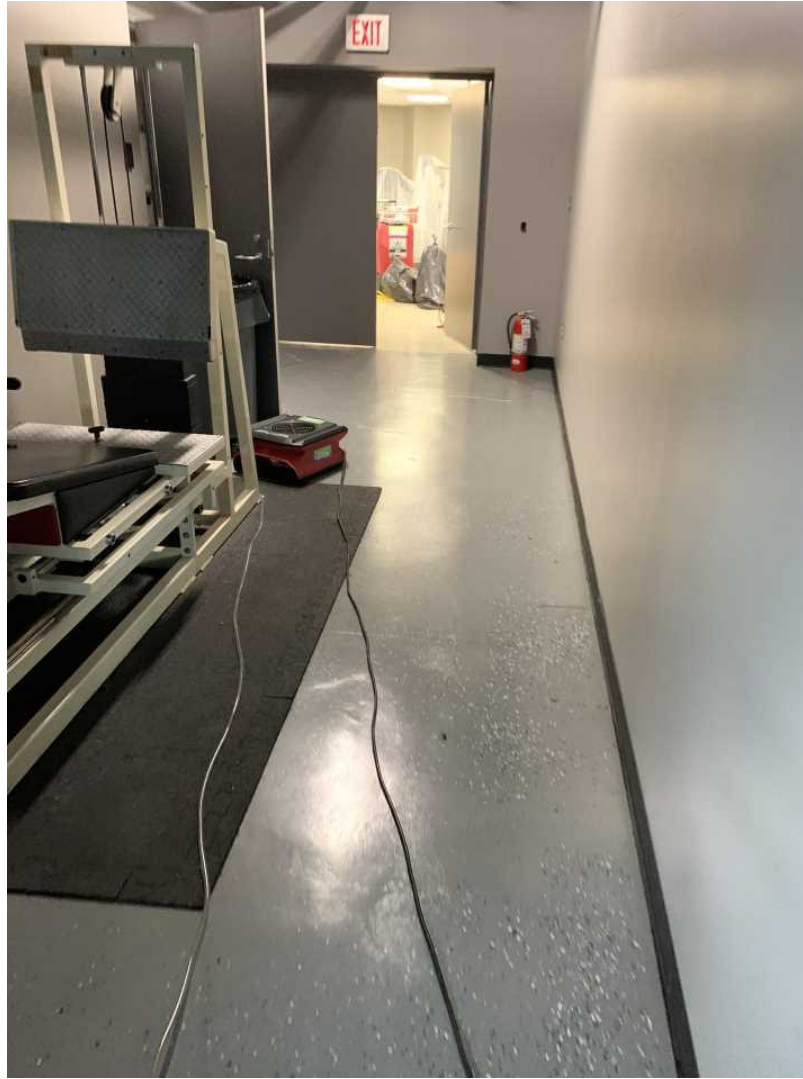
12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

89 89-0088_PBK_Fitness_Center_
Photo_21



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

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Photo_22



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

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12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

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12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

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Photo_25



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

94 94-0093_PBK_Fitness_Center_
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12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

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Photo_27



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

96 96-0095_PBK_Fitness_Center_
Photo_28



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

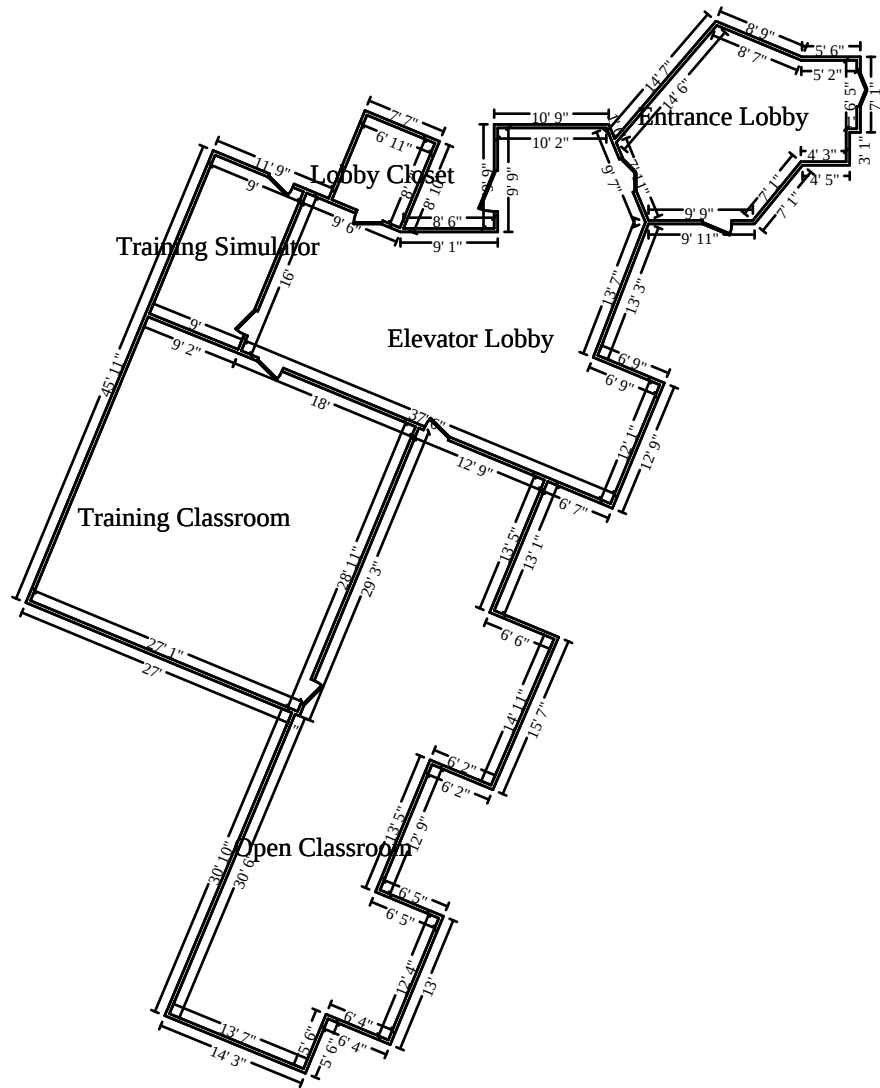
97 97-0096_PBK_Fitness_Center_
Photo_29



12145 Centron Place
Springdale, Ohio 45246
(513)797-0900 office
(513)797-0400 fax
Tax ID #208087822

98 98-0097_PBK_Fitness_Center_
Photo_30





Main Level

ADMINISTRATION

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

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

Motion Authorizing Township Administrator to execute a contract with Arcoro for Human Resources Management Software.

Recommend ADOPTION of the Motion.

Rationale:

Arcoro is the Township's management software that is utilized by the Human Resources Department. The software streamlines the hiring, onboarding and employee training processes along with other functional processes for human resource management. This contract has historically been renewed on an annual basis. However, the Arcoro representative is offering the Township a 3-year contract that will guarantee a price lock at \$7,867 per year. This price lock will save the Township approximately \$2,358 per year over the three-year period.



Quote #: Q-08853-1
Order Date: 5/3/2023

SOFTWARE SERVICES ORDER FORM

Primary Contact Information

Jeff Weckbach
Assistant Township Administrator
Colerain Township
4200 Springdale Road
Cincinnati, OH 45251
United States
1
jweckbach@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	Invoice

Business Terms

Subscription Term: 36 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.

Benefits Support Package

Product		Year 1	Year 2	Year 3
Benefits Support Package	Description	Benefits Support Package includes Annual Enrollment Service and EDI Filing Service. ACA Filing Service is not included.	Benefits Support Package includes Annual Enrollment Service and EDI Filing Service. ACA Filing Service is not included.	Benefits Support Package includes Annual Enrollment Service and EDI Filing Service. ACA Filing Service is not included.
Benefits Support Package TOTAL:		USD 7,867.00	USD 7,867.00	USD 7,867.00

Contract Start Date: 5/31/2023 **Contract Term:** 36 months

DUE NOW: USD 7,867.00

Contract Notes: Benefits Support Package includes Annual Enrollment and EDI file feeds. Includes up to, but not to exceed, 5 active/existing EDI files in a policy/benefits year.

Customer

Arcoro Holdings Corp.

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #4: Continuously Improve the Operations of the Township
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Resolution Authorizing the Transfer of Township Monies

Recommend ADOPTION of the Resolution.

Rationale:

At its 4/25/2023 meeting, the Board of Trustees adopted Resolution 58-23, which increased appropriations in the Bond Retirement Fund (3101) by \$505,556 to pay debt service on the bonds issued to build Fire Stations 26 and 102. This Resolution would authorize staff to transfer that same amount from the Capital Project Fund- Fire (4101) to the Bond Retirement Fund (3101) in order to complete preparations for that payment.

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

Cathy Ulrich, Dan Unger and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-23

**RESOLUTION AUTHORIZING THE TRANSFER OF TOWNSHIP MONIES TO
ANOTHER TOWNSHIP FUND**

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

WHEREAS, the Colerain Township Board of Trustees finds it necessary to approve and authorize a transfer of up to \$505,556 from the Capital Project- Fire Fund (4101) to the Township's Bond Retirement Fund (3101).

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

1. The Board of Trustees hereby approves the Township Fiscal Officer or Township Administrator to transfer up to \$505,556 from the Capital Project- Fire Fund (4101) to the Township's Bond Retirement Fund (3101).
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of May, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

OLD BUSINESS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution to Approve or Deny Acceptance of Dunlap, Melcarl, and Grovewood Drive as Township Roads
Staff seeks direction on this issue.

Rationale:

The Hamilton County Engineer acts as the Township's engineer in all new developments. As per the Rules and Regulations of the Office of the County Engineer Governing the Surface Physical Improvements for Private Developments Within Unincorporated Areas of Hamilton County, once the Hamilton County Department of Planning and Development confirms the developer has met the County's specifications and said developer requests the road be turned over to the Township, the Township then accepts the roadway.

The developer has made the request to turn over Dunlap Drive, Melcarl Drive, and Grovewood Drive to the Township and has confirmed all specifications have been met.

Of note, there are only fifteen of nearly 65 units that have been constructed as part of this development. There will likely be extensive amounts of heavy equipment that will continue to drive over this surfacing, likely causing a deterioration in the roadway. While a one year bond is in effect, many of these issues may not appear until year 5-10.

The County Engineer's Rules and Regulations state that if the Township Trustees do not accept the road within two Trustee meetings of them sending this document, the County Engineer will "proceed with the street acceptance without the Township's assent" (pg. 36, PDF page 38).

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of May 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 DENYING ACCEPTANCE OF DUNLAP DRIVE, MELCARL DRIVE, AND GROVEWOOD DRIVE AS A COLERAIN TOWNSHIP ROAD

WHEREAS, the Hamilton County Engineer has requested that Dunlap Drive, Melcarl Drive, and Grovewood Drive, located in the Dunlap Grove Subdivision, Colerain Township, Hamilton County, Ohio be established as a Township road; and

WHEREAS, the Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract for the roads from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County, and;

WHEREAS, the Ohio Revised Codes Section 505.10 authorizes a Board of Township Trustees to accept, on behalf of a township, the donation of any real or personal property for township use, and;

WHEREAS, the Board has evaluated the utility of accepting Dunlap Drive, Melcarl Drive, and Grovewood Drive as a Township road and concluded that acceptance of the road would not be in the best interest of the Township.

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

1. The Colerain Township Board of Trustees does not authorize the Township Administrator to execute any documents and agreements necessary in order to establish Dunlap Drive, Melcarl Drive, and Grovewood Drive as a Township road; 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.

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 May, 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
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 May, 2023.

Jeff Baker,
Colerain Township Fiscal Officer

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of May 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 ACCEPTING DUNLAP DRIVE, MELCARL DRIVE, AND GROVEWOOD DRIVE AS A COLERAIN TOWNSHIP ROAD

WHEREAS, the Hamilton County Engineer has requested that Dunlap Drive, Melcarl Drive, and Grovewood Drive, located in the Dunlap Grove Subdivision, Colerain Township, Hamilton County, Ohio be established as a Township road; and

WHEREAS, the Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract for the roads from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County, and;

WHEREAS, the Ohio Revised Codes Section 505.10 authorizes a Board of Township Trustees to accept, on behalf of a township, the donation of any real or personal property for township use, and;

WHEREAS, the Board has evaluated the utility of accepting Dunlap Drive, Melcarl Drive, and Grovewood Drive as a Township road and concluded that acceptance of the road would be in the best interest of the Township.

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

1. The Colerain Township Board of Trustees authorizes the Township Administrator to execute any documents and agreements necessary in order to establish Dunlap Drive, Melcarl Drive, and Grovewood Drive as a Township road; 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.

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 May, 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
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 May, 2023.

Jeff Baker,
Colerain Township Fiscal Officer

OLD BUSINESS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Directing Township Administrator to Sign the 2024 Storm Water District Level of Service and Estimated Service Fee Form

Staff seeks guidance on whether or not to sign the 2024 Storm Water District Level of Service and Estimated Service Fee Form

Rationale:

Each year the Hamilton County Storm Water District provides the township with Minimum Control Measures to keep us in compliance with state and federal laws related to storm water. Each household in Colerain Township pays \$15.14 per year to the Hamilton County Storm Water District for this service. It is estimated that Township Residents as a whole will pay \$513,246 for these services in 2024. Townships in Hamilton County are not permitted by law to establish their own Storm Water District as nearly every other city in the county has done. There is a sense that the minimum control measures could be provided at a lower cost to Township residents under a different model. There is also a concern that none of the dollars paid by Colerain Township residents result in projects that decrease the quantity of storm water runoff or increase the water quality of storm water. The Township has very real storm water needs and is spending half of a million dollars to be a part of a storm water district that may be able to provide more value for the money spent under a different model. While it does not appear to matter whether or not the Level of Service Form is signed, not signing it would raise awareness of the issues associated with the District and the need to reevaluate the services the District provides.



Hamilton County Storm Water District

Administered by the Hamilton County Engineer's Office – Eric Beck, County Engineer
in partnership with the Hamilton County Conservation District,
the Hamilton County Planning & Development,
and the Hamilton County Public Health Department

Website: <http://www.hcswd.org>

ACTION REQUIRED: Storm Water District Level of Service (LOS) and Estimated Service Fees for 2024 Response Required by Wednesday, May 10, 2023.

District Services: The Hamilton County Storm Water District (District) is offering the same levels of service in the 2024 program year as were offered to Co-Permittee Jurisdictions in 2023. The table below presents a summary of the federal and state required Minimum Control Measure (MCM) permit compliance services the District performs on behalf of your Township. These activities are reported to Ohio EPA.

Fees: Estimated service fees per SFU remain unchanged from the 2023 program year. The total annual service fee amount may change for your township from last year if there has been an increase/decrease in SFUs – typically associated with development or redevelopment activities.

ACTION REQUESTED: Signature and Form Submittal by Wednesday, May 10, 2023.

Please acknowledge receipt of this notification and its contents by obtaining the signature of an authorized representative of your community.

Co-Permittee Name: Colerain Township Estimated SFU's: 33,900	Estimated Service Fee (\$/SFU)	Estimated Total Annual Service Fee (\$)
Hamilton County Storm Water District Permit Compliance Services		
District-wide Permit Activities - Public Education and Outreach (MCM 1) - Public Involvement and Participation (MCM 2) - Good Housekeeping and Pollution Prevention (MCM 6)	\$3.68	\$124,752
Local Illicit Discharge Detection and Elimination (IDDE) Services (MCM 3)	\$2.37	\$80,343
Local Development Plan Review, Approval, and Inspection Services - Construction Site Runoff Control (MCM 4) - Post-Construction Storm Water Management (MCM 5)	\$1.16	\$39,324
Local Input to Districtwide System GIS Map Development, Updates, and Maintenance Storm Sewer and Home Sewage Treatment System Mapping (MCM3)	\$0.92	\$31,188
Estimated Total for Storm Water Phase II Permit Services	\$8.13	\$275,607
Estimated Total for Existing Hamilton County Planning and Development Services for Storm Water Infrastructure Improvements	\$7.01	\$237,639
Estimated Total for 2024 Services	\$15.14	\$513,246

BILLING PREFERENCE: Service fees for this work will be collected through the property owner tax bills in your community *unless you direct otherwise*.

In light of the current modified working arrangements in response to the coronavirus, please sign, scan, and e-mail the completed form to the District's support staff at moranka@cdmsmith.com by Wednesday, May 10, 2023.

Print Name

Signature

Date

A District representative will contact you to verify receipt of this form and later to confirm 2024 elections.

If you have any questions or concerns while completing this form, please contact Todd Long, Program Director, by phone at (513) 946-4254 or email at Todd.Long@hamilton-co.org

CONSENT ITEMS

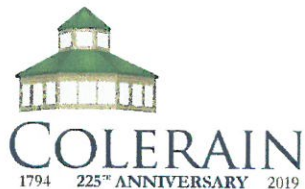
Department: Police
Department Director: Ed Cordie, Police Chief

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

New Hire - Police Officer - Police Department - Michael Varin - \$33.65 per hour
Recommend approval of all consent items.

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

The wage for this job is \$33.65 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on May 10, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 5/9/2023

Job Code: 146 – Uniformed Police Officer Position Number: 4003 - Uniformed Police Officer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Michael Varin

Hourly rate: \$33.65 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 06/1/2023 Eligibility Date: 06/1/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

Signature: _____

Date: _____

5/5/2023

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: 6/1/2023

Administrator Signature: _____

Date: _____

5/5/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Alex Meloy, Mike Mondillo, Jake McElvogue

Interview dates: 3/15/2023

Number of applications: 95

Number of candidates interviewed: 60

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

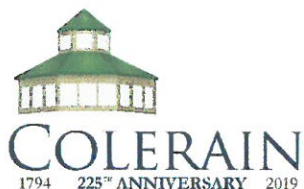
Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Noè Eriksen-Brottet - \$33.65 per hour
Recommend approval of all consent items.

Rationale:

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

The wage for this job is \$33.65 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 1, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 5/9/2023

Job Code:146 – Uniformed Police Officer Position Number:4013 - Uniformed Police Officer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Noè Eriksen-Brottet

Hourly rate: \$33.65 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

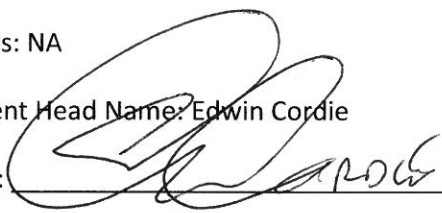
Proposed start date: 06/1/2023 Eligibility Date: 06/1/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

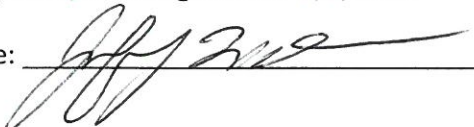
Signature: 

Date: 5/5/2023

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: 6/1/2023

Administrator Signature:  Date: 5/5/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Alex Meloy, Mike Mondillo, Jake McElvogue

Interview dates: 3/15/2023

Number of applications: 95

Number of candidates interviewed: 60

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Dynege - Aggregation for Township Buildings
Recommend approval of all consent items.

Rationale:
The attached agreements with Dynege roll Colerain Township into the aggregation program for all township owned facilities. These contracts are set to expire in May of 2025 and set the rate for electric services.



ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES EAST, LLC ("Supplier")		COLERAIN TOWNSHIP ("Customer")	
Attn:	Customer Care	Attn:	Jeff Weckbach
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	4725 SPRINGDALE RD CINCINNATI, OH 45251
Telephone:	800-920-5039	Telephone:	513-385-7500
E-Mail:	ContractLegal12@vistraenergy.com	Email:	Jweckbach@colrain.org
DUNS #:	141420484	DUNS #:	95209193
Federal Tax ID #:	90-0924805	Federal Tax ID #:	31-6000567
Utility:	Duke Energy		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (If blank, N/A):	Energy Alliances, Inc		

Eligibility: This Agreement is only applicable to accounts that are less than 700,000 kWh per year and are not part of a national account involving multiple facilities in one or more states, as defined by the Utility ("Utility") and/or as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1

Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
	Q-02306104	June 2023	May 2025	\$0.06527

COLERAIN TOWNSHIP		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:		ATTN:	
Print Name:	Jeff Weckbach	Address:	
Print Title:	Administrator	E-mail:	
Date:	5/2/23	Phone:	
☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01.			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

ACCOUNT INFORMATION FOR
COLERAIN TOWNSHIP AS OF May 2, 2023

Table 2		
Account #	Bill Group	Service Location
910114953452Z110699512	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910117116497Z109444280	2	9735 COLERAIN AVE, CINCINNATI, OH 45251
910117116546Z109210318	1	10243 DEWHILL LN, CINCINNATI, OH 45251
910117116596Z109825190	4	3360 W GALBRAITH RD, CINCINNATI, OH 45239
910117116645Z109252795	2	4300 SPRINGDALE RD, CINCINNATI, OH 452511421
910117116679Z110395220	1	10243 DEWHILL LN, CINCINNATI, OH 45251
910117116778Z109920441	4	8296 CLARA AVE, CINCINNATI, OH 45239
910117123206Z109873120	2	9590 HERITAGE WY, CINCINNATI, OH 45251
910117240408Z109749247	7	6008 SPRINGDALE RD, CINCINNATI, OH 452473438
910117925913Z110390550	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910117925963Z110368530	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910117962017Z110839241	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910117965565Z109429599	2	4160 SPRINGDALE RD, CINCINNATI, OH 452511441
910118166706Z109089329	3	3360 W GALBRAITH RD, CINCINNATI, OH 45239
910118166706Z110125019	3	3360 W GALBRAITH RD, CINCINNATI, OH 45239
910118166798Z109246998	1	3251 SPRINGDALE RD, CINCINNATI, OH 45251
910118166821Z109331583	2	11474 COLERAIN RD, CINCINNATI, OH 45252
910118174699Z110472982	2	2850 W KEMPER RD, CINCINNATI, OH 45251
910118182920Z109800001	7	6000 THOMPSON RD, CINCINNATI, OH 45247
910118352988Z109160131	3	3460 W GALBRAITH RD, CINCINNATI, OH 45239
910118603558Z109340843	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910118884957Z109245803	2	4200 SPRINGDALE RD, CINCINNATI, OH 45251
910119005407Z109741703	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910119005449Z109770322	2	4725 SPRINGDALE RD, CINCINNATI, OH 45251
910119195135Z109532066	7	6000 THOMPSON RD, CINCINNATI, OH 45247
910120082144Z109953423	2	4200 SPRINGDALE RD, CINCINNATI, OH 452511419
910120812029Z109683572	2	4300 SPRINGDALE RD, CINCINNATI, OH 452511421

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the

Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by fifteen (15) calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

10. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website

(www.Dynegy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.



ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES EAST, LLC ("Supplier")		COLERAIN TOWNSHIP ("Customer")	
Attn:	Customer Care	Attn:	Jeff Weekbach
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	4725 SPRINGDALE RD CINCINNATI, OH 45251
Telephone:	800-920-5039	Telephone:	513-385-7500
E-Mail:	ContractLegal12@vistraenergy.com	Email:	JWECKBA@COLERAIN.ORG
DUNS #:	141420484	DUNS #:	95209193
Federal Tax ID #:	90-0924805	Federal Tax ID #:	31-6000567
Utility:	Duke Energy		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (If blank, N/A):	Energy Alliances, Inc		

Eligibility: This Agreement is only applicable to accounts that are less than 700,000 kWh per year and are not part of a national account involving multiple facilities in one or more states, as defined by the Utility ("Utility") and/or as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1				
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
	Q-02311926	May 2023	May 2025	\$0.05881

COLERAIN TOWNSHIP		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:		ATTN:	
Print Name:	Jeff Weekbach	Address:	
Print Title:	Administrator	E-mail:	
Date:	5/2/23	Phone:	
☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01.			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

ACCOUNT INFORMATION FOR
COLERAIN TOWNSHIP AS OF May 2, 2023

Table 2		
Account #	Bill Group	Service Location
910117116679Z109381239	1	10243 DEWHILL LN, CINCINNATI, OH 45251-1218
910117116728Z108977261	17	COLERAIN TOWNSHIP, OH, 45002-0019 PT
910117451275Z109065569	2	COLERAIN TWSP FIRE DEPT, BEVIS, OH 45002-0019
910118215766Z109159721	17	N/A, N/A, OH 00000
910118215766Z109345476	17	N/A, N/A, OH 00000
910118215766Z109406102	17	N/A, N/A, OH 00000
910118215766Z109471327	17	N/A, N/A, OH 00000
910120812029Z108988195	2	4300 SPRINGDALE RD, CINCINNATI, OH 45251-1421
910122835868Z109466019	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122837133Z109352315	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910122878827Z109670769	17	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910122879729Z109714647	17	N/A, N/A, OH 00000
910122884932Z109593042	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910122886661Z109304839	17	MAGNOLIA WOODS, TAYLRS CRK, OH 45002-0019
910122887737Z109766716	19	COLERAIN TWSP-LIBRA LIGHTING, NORTHBROOK, OH 45002-0019
910122887779Z109708783	17	COLERAIN TOWNSHIP @, WHITE OAK, OH 45002-0019
910122898524Z109325827	17	COLERAIN TOWNSHIP, MIAMITOWN, OH 45002-0019
910122900018Z109802704	16	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910122901580Z109580549	17	COLERAIN TOWNSHIP, NEW BURL, OH 45002-0019
910122901738Z109118934	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910122902250Z109525713	17	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910122903300Z109520775	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122903912Z109017330	17	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910122904062Z110039709	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122905956Z110025277	17	COLERAIN TWP, TAYLRS CRK, OH 45002-0019
910122907601Z109782792	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910122908016Z109974173	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122908058Z109733211	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122908967Z110102066	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122910630Z109067252	17	N/A, N/A, OH 00000
910122911863Z110041595	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910122915742Z109039258	17	HUNTERS RIDGE, MIAMITOWN, OH 45002-0019
910122917918Z109461397	17	N/A, N/A, OH 00000
910122942191Z109578104	17	N/A, N/A, OH 00000
910122942191Z110185171	17	N/A, N/A, OH 00000
910122943879Z109358411	17	N/A, N/A, OH 00000
910122944896Z109499994	19	COLERAIN TOWNSHIP, PLESNT RUN, OH 45002-0019
910122950985Z109599100	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910122951077Z109093935	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122953417Z109623558	17	N/A, N/A, OH 00000
910122953813Z109338692	17	N/A, N/A, OH 00000

910122954632Z109147412	17	COLERAIN TWSP, GROESBECK, OH 45002-0019
910122955229Z109062881	17	COLERAIN TOWNSHIP, MT HEALTHY, OH 45002-0019
910122955229Z110191321	17	COLERAIN TOWNSHIP, MT HEALTHY, OH 45002-0019
910122955732Z109417802	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910122956254Z109425377	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910122958834Z109220220	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122958834Z109397341	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910122959306Z109165913	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910122959835Z109573686	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122960573Z109599191	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122960903Z109717770	17	COLERAIN TOWNSHIP, NEW BURL, OH 45002-0019
910122963047Z109836012	19	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122989857Z109613100	17	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910122994953Z109908470	17	N/A, N/A, OH 00000
910122997427Z109171862	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910122997526Z110151698	19	COLERAIN TOWNSHIP, PLESNT RUN, OH 45002-0019
910122998329Z109288069	17	N/A, N/A, OH 00000
910123000338Z109624612	17	COLERAIN TOWNSHIP, TAYLRS CRK, OH 45002-0019
910123001561Z109738847	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123005317Z109456281	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123006376Z109340164	17	BLUE MEADOW, WHITE OAK, OH 45002-0019
910123006376Z109585916	17	BLUE MEADOW, WHITE OAK, OH 45002-0019
910123014756Z109457242	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910123015070Z109633031	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910123015202Z109430889	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910123015822Z108983191	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123016104Z109460327	17	COLERAIN TOWNSHIP, NEW BURL, OH 45002-0019
910123016683Z109891808	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123017139Z109959098	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910123017197Z109206941	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910123032394Z109645835	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910123032740Z110402341	19	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910123033303Z110125287	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123042990Z109460427	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123045571Z109456142	17	COLERAIN TOWNSHIP, PLESNT RUN, OH 45002-0019
910123050271Z109579948	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910123050891Z110465863	17	STONE RIDGE ESTATES, TAYLRS CRK, OH 45002-0019
910123054168Z109622955	17	COLERAIN TOWNSHIP, NEW BURL, OH 45002-0019
910123063060Z109488537	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123065856Z109354149	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910123079365Z109577843	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123082500Z109270643	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123094330Z109891589	17	COLERAIN TOWNSHIP, WHITE OAK, OH 45002-0019
910123094752Z109423539	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123096978Z109861621	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019

910123097193Z110084124	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123098342Z110140763	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910123111970Z109657585	19	SKYLINE ACRES, GROESBECK, OH 45002-0019
910123129029Z109460550	17	COLERAIN TOWNSHIP, NORTHBROOK, OH 45002-0019
910123131792Z109875188	17	COLERAIN TOWNSHIP, BEVIS, OH 45002-0019
910123139930Z109888306	19	DIR STONECREEK BLVD WS 30 FT W, CINCINNATI, OH 45251
910123141075Z109572526	17	COLERAIN TOWNSHIP, MT HEALTHY, OH 45002-0019
910123144705Z109135002	17	COLERAIN TOWNSHIP, GROESBECK, OH 45002-0019
910123150589Z109353976	17	COLERAIN TOWNSHIP, PLESNT RUN, OH 45002-0019
910123151291Z109864773	17	FAY FIELDS SUBDIVISION, NEW BURL, OH 45002-0019
910123178028Z109739989	17	COLERAIN TWP, TAYLRS CRK, OH 45002-0019
910127801082Z113899884	1	10243 DEWHILL LN, CINCINNATI, OH 45251-1218
910132455245Z113904825	1	10243 DEWHILL LN, CINCINNATI, OH 45251-1218

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the

Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by fifteen (15) calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

10. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website

(www.Dynegy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.