

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - June 13, 2023

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Police Officers
 - b. Proclamation Recognizing Diana Rielage and the Colerain Community Association for 25 Years of Service
 - c. Proclamation for June 1, 2023 to be Phyllis MacMillan Day in Colerain Township
 - d. Presentation of Video Contest Winners by Colerain HOPE
 - e. Presentation by McGohan-Brabender staff regarding the performance of the Township's self-insured health insurance program
7. **Public Hearings**
 - a. Public Hearing for Construction, Repair, Replacement & Maintenance of Sidewalks & Driveway Aprons in Specific Areas of Colerain Township
 - b. Public Hearing: 2024 Tax Budget
8. **Public Input**
 - a. Public Input: Police Forecast and Levy
9. **Citizens Address**
10. **Administrative Reports**
11. **Trustees' Report**
12. **New Business**
 - Public Safety**
 - a. Motion to Issue Noise Resolution Permit to St. John the Baptist Church
 - b. Resolution Declaring a Junk Motor Vehicle - 7810 Cheviot Rd - 1 of 8
 - c. Resolution Declaring a Junk Motor Vehicle - 10092 Menominee Dr - 2 of 8
 - d. Resolution Declaring a Junk Motor Vehicle - 10261 Pottinger Rd - 3 of 8

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- e. Resolution Declaring a Junk Motor Vehicle - 2686 Wheatfield Dr. - 4 of 8
- f. Resolution Declaring a Junk Motor Vehicle - 2727 Wheatfield Dr - 5 of 8
- g. Resolution Declaring a Junk Motor Vehicle - 3220 March Terrace - 6 of 8
- h. Resolution Declaring a Junk Motor Vehicle - 10029 Fairglen Dr. - 7 of 8
- i. Resolution Declaring a Junk Motor Vehicle - 12164 Birchgrove Ct - 8 of 8
- j. Resolution Declaring Nuisance and Ordering Abatement
- k. Motion to Issue RFP for Police Cruisers

Public Services

- a. Motion Authorizing the Township Administrator to execute a contract with Clarke Contractors for the restoration of the Colerain Park Restrooms for \$21,080.40

Development

- a. Motion to Appoint James Thomas Westfall as a Permanent Member of the Zoning Commission
- b. Motion to Appoint 1 Trustee and 1 Fiscal Officer to serve as Community Representatives for the annual Hamilton County TIRC Meeting on Wednesday, July 12, 2023
- c. Motion Authorizing the Township Administrator to Enter into a Demolition Agreement with Robert and Donnisha Johnson for 2864 Houston Road
- d. Resolution Authorizing Colerain Township to Prepare and Submit an Application to Participate in the SORTA's Transit Infrastructure Fund Program and to Execute Contracts as Required

Administration

- a. Motion to Set Special Meeting of the Board of Trustees for July 11, 2023 at 6PM - Town Hall on Strategic Priorities
- b. Motion to Set Special Meeting of the Board of Trustees for July 25, 2023 at 6PM - Town Hall on Strategic Initiatives
- c. Resolution for Construction, Repair, Replacement & Maintenance of Sidewalks & Driveway Aprons in Specific Areas of Colerain Township
- d. Motion Authorizing Township Administrator to Execute Agreement with Jackson Construction for \$60,828.14 for Sidewalk Maintenance Program
- e. Motion to Authorize the Township Administrator to Execute Agreement with CivicPlus for Website Hosting for \$6,559.87 per year
- f. Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Police Department Of The Township - 4.65 Mills
- g. Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Police Department Of The Township - 4.99 Mills

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- h. Resolution Authorizing the Adoption of Amended Appropriations
- i. Discussion - 10295 Season Drive
- j. Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Anthem for Employee Benefits
- k. Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with the Standard for Employee Benefits
- l. Motion to Set Rates for Employee Health Care Plans and Packages

13. Old Business

14. Consent Items

- a. Donation Acceptance - Public Services Department - WellNow Urgent Care - \$2,000 (Concert Sponsor)
- b. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Jeremy Boggess - \$20.86 per hour
- c. New Hire - Community Paramedic - Department of Fire and EMS – Chelsea Gehring - \$34.65 per hour
- d. New Hire - Summer Camp Counselor - Public Services - Kevin McMillian - \$11 per hour
- e. Contract - Ken Bryan Construction - 4200 Basement Remodel Architecture - \$9,900
- f. Contract - Healthworks - Wellness Programming - Not to Exceed \$2,500

15. Fiscal Office Report

16. Executive Session – if needed

17. 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 Officer Seth Hillman, Officer Christopher Thomas, and Officer Michael Varin.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Proclamation Recognizing Diana Rielage and the Colerain Community Association for 25 Years of Service
Recommend ADOPTION of the Motion.

Rationale:

The Colerain Community Association has spent the last 25 years working to improve the overall look and aesthetic of Colerain Township. This group has conducted numerous clean up events and is responsible for the overall maintenance of our 275 and Ronald Reagan Gateways. After 25 years, this group continues to find ways to improve our community and we are extremely appreciative of their efforts.

**PROCLAMATION FOR
COLERAIN COMMUNITY ASSOCIATION
FOR 25 YEARS OF OPERATION
IN COLERAIN TOWNSHIP, OHIO**



Whereas, the Colerain Community Association (CCA) was founded in June of 1998, primarily through the efforts of former Colerain Trustee Diana Rielage, to make sure Colerain’s visible, public areas were always well-groomed and maintained; and

Whereas, throughout the years, membership grew and CCA sponsored numerous successful projects to beautify Colerain. Some of these projects include the planting of 600 daffodil bulbs on “Make a Difference Day”; the installation of six landscaped beds with trees on “The Great American Clean Up Day”; and being awarded First Place in the Gateway Category by Keep Cincinnati Beautiful; and

Whereas, the CCA is an all-volunteer non-profit organization with 86 members. They work diligently on picking up trash and debris at several locations. Their fundraising efforts provide the materials, tools, and gear necessary to provide these services.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes the Colerain Community Association as an outstanding organization that is dedicated to keeping Colerain Township beautiful and welcoming to all the residents and visitors.

Be it further resolved that in recognition of all that the Colerain Community Association has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, June 13, 2023, as a special day of recognition for the Colerain Community Association and all of their dedicated members.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: June 13, 2023

PRESENTATIONS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan
Goal:

Proclamation for June 1, 2023 to be Phyllis MacMillan Day in Colerain Township
Recommend ADOPTION of the Motion.

Rationale:

On June 1, 2023, Colerain Township resident Phyllis MacMillan celebrated her 100th birthday. The Township would like to recognize Phyllis for this tremendous accomplishment.

**PROCLAMATION FOR
PHYLLIS ROBERTA POWELL MACMILLAN
FOR ACHIEVING THE TITLE “CENTENARIAN”
ON JUNE 1, 2023**



- Whereas** Phyllis Roberta Powell MacMillan was born on June 1, 1923, in Massachusetts along with her 3 siblings. Phyllis began teaching in 1944 and married Wellington David MacMillan on June 18, 1947; and
- Whereas** Phyllis and Wellington were married for 50 years, and raised 2 children, Roberta (Robby) and David. Phyllis has 3 grandchildren and 3 great-grandchildren; and
- Whereas** Phyllis played the cello for over 40 years with many Ensembles, Orchestras and Quartets and Quintets.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Phyllis Roberta Powell MacMillan on her 100th birthday and her many years of taking care of her family and being an outstanding resident of Colerain Township.

Be it further resolved that in recognition of all that Phyllis Roberta Powell MacMillan has achieved throughout her life, the Colerain Township Board of Trustees hereby proclaim June 1, 2023, as a special day of recognition for Phyllis Roberta Powell MacMillan to acknowledge her contributions to her family and our community, and to wish her many more years of celebrating life with her family and friends.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: June 13, 2023

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Presentation of Video Contest Winners by Colerain HOPE

No action is requested of the Board.

Rationale:

Early this year, Colerain HOPE hosted a contest for any community members, area students, and business members to create videos that utilize their creativity to showcase Colerain Township. Acceptable themes include: "I love Colerain Township because ..." and "Colerain is a great place to live, work and play because" Colerain Hope is here to present the winners of the contest to the community.

PRESENTATIONS

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

Presentation by McGohan-Brabender staff regarding the performance of the Township's self-insured health insurance program

No action is requested of the Board.

Rationale:

As staff plans for open enrollment, the Township's insurance broker, McGohan-Brabender, will provide a brief overview of our performance from the 2022-2023 plan year and provide a presentation of the 2023-2024 plan year. This strategically aligns with open enrollment and provides a beneficial insight into how the Township is performing as a self-insured group.

PUBLIC INPUT

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Public Input: Police Forecast and Levy

No action is requested of the Board.

Rationale:

At the May 9, 2023 meeting, Township staff provided a public presentation on the long term financial needs of the Police Department. This public input session is intended to solicit feedback from residents on the various strategies to address the fiscal gap that exists in the Police budget.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

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

Motion to Issue Noise Resolution Permit to St. John the Baptist Church
Recommend ADOPTION of the Resolution.

Rationale:

This is the first request for a permit in 2023 for St. John the Baptist Church for their parish festival.

The request for the permit is for:

July 28th from 1800 to 0000 (6pm till midnight)

July 29th from 1700 to 0000 (5pm till midnight)

July 30th from 1200 to 0000 (1200 till 10pm)

Application for Noise Resolution Permit
**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: *Larry Weinheimer (ST. JOHN the Baptist Church)*
Address where event will be held: *5361 Dry Ridge Rd.*
Type of event: *Parish Festival*
Date and Time of Event: *July 28, 2023 - July 30, 2023; Fri (4pm-12), Sat. (5pm-12), Sun (12pm-10)*
Contact number for permit holder: *(513) 452-2563*

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business ____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

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 - 7810 Cheviot Rd - 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:

7810 Cheviot Rd. Cincinnati, OH 45247

(N/A) N/A, 1997, BLUE, NISSAN, 240SX

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 7810 Cheviot Rd. Cincinnati, OH 45247 – Parcel ID 510-0082-0102-00
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 **7810 Cheviot Rd. Cincinnati, OH 45247 – Parcel ID 510-0082-0102-00**

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 **7810 Cheviot Rd. Cincinnati, OH 45247 – Parcel ID 510-0082-0102-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, 1997, BLUE, NISSAN, 240SX**

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 - 10092 Menominee Dr - 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:

10092 Menominee Dr. Cincinnati, OH 45251

(OH) Q091659, 2012, SILVER, FORD, FOCUS_

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 10092 Menominee Dr.
Cincinnati, OH 45251 – Parcel ID 510-0041-0450-00
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 **10092 Menominee Dr. Cincinnati, OH 45251 – Parcel ID 510-0041-0450-00**

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 **10092 Menominee Dr. Cincinnati, OH 45251 – Parcel ID 510-0041-0450-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) Q091659, 2012, SILVER, FORD, FOCUS

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 - 10261 Pottinger Rd - 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:

10261 Pottinger Rd. Cincinnati, OH 45251

(N/A) N/A, 2016, SILVER, TOYOTA, RAV 4

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 10261 Pottinger Rd. Cincinnati, OH 45251 – Parcel ID 510-0113-0190-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10261 Pottinger Rd. Cincinnati, OH 45251 – Parcel ID 510-0113-0190-00**

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

The Board declares the junk motor vehicle located at **10261 Pottinger Rd. Cincinnati, OH 45251 – Parcel ID 510-0113-0190-00** to be inoperable, extensively damages, and at least three model years old:

A. (N/A) N/A, 2016, SILVER, TOYOTA, RAV 4

1. 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.
2. 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.
3. 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.
4. 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.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
6. 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.
7. 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 - 2686 Wheatfield Dr. - 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:

2686 Wheatfield Dr. Cincinnati, OH 45251

1. **(OH) GVS7862, 2006, MAROON, CHEVY, IMPALA**

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 2686 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0131-00
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 **2686 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0131-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

The Board declares the junk motor vehicle located at **2686 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0131-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) GVS7862, 2006, MAROON, CHEVY, IMPALA

1. 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.
2. 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.
3. 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.
 4. 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.
 5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 6. 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.
 7. 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 - 2727 Wheatfield 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:

2727 Wheatfield Dr. Cincinnati, OH 45251

(N/A) N/A, 2001, WHITE, FORD, RANGER
(OH) JBC3615, 2002, GREEN, HONDA, CRV

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 2727 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0128-00
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 **2727 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0128-00**

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

The Board declares the junk motor vehicle located at **2727 Wheatfield Dr. Cincinnati, OH 45251 – Parcel ID 510-0044-0128-00** to be inoperable, extensively damages, and at least three model years old:

- A. **(N/A) N/A, 2001, WHITE, FORD, RANGER**
- B. **(OH) JBC3615, 2002, GREEN, HONDA, CRV**

1. 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.

2. 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.
3. 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.
4. 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.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
6. 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.
7. 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 - 3220 March Terrace - 6 of 8

Rationale:

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

3220 March Terrace. Cincinnati, OH 45239

1. **(N/A) N/A, 1998, YELLOW, LINCOLN, TOWNCAR**

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 3220 March Terrace.
Cincinnati, OH 45239 – Parcel ID 510-0081-0666-00
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
3220 March Terrace. Cincinnati, OH 45239 – Parcel ID 510-0081-0666-00

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

The Board declares the junk motor vehicle located at **3220 March Terrace. Cincinnati, OH 45239 – Parcel ID 510-0081-0666-00** to be inoperable, extensively damages, and at least three model years old:

A. (N/A) N/A, 1998, YELLOW, LINCOLN, TOWNCAR

1. 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.
2. 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.
3. 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.
4. 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.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
6. 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.
7. 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 - 10029 Fairglen 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:

10029 Fairglen Dr. Cincinnati, OH 45251

1. **(OH) N018525, 2004, BLACK, NISSAN, MURANO**

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 10029 Fairglen Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0331-00
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 **10029 Fairglen Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0331-00**

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

The Board declares the junk motor vehicle located at **10029 Fairglen Dr. Cincinnati, OH 45251 – Parcel ID 510-0112-0331-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) N018525, 2004, BLACK, NISSAN, MURANO

1. 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.
2. 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.
3. 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.
 4. 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.
 5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 6. 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.
 7. 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 - 12164 Birchgrove Ct - 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:

12164 Birchgrove Ct. Cincinnati, OH 45251

1. **(KY) 504KTE, 1996, BLACK, OLDSMOBILE, BRAVADA**

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 12164 Birchgrove Ct.
Cincinnati, OH 45251 – Parcel ID 510-0013-0045-00
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 **12164 Birchgrove Ct. Cincinnati, OH 45251 – Parcel ID 510-0013-0045-00**

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

The Board declares the junk motor vehicle located at **12164 Birchgrove Ct. Cincinnati, OH 45251 – Parcel ID 510-0013-0045-00** to be inoperable, extensively damages, and at least three model years old:

A. (KY) 504KTE, 1996, BLACK, OLDSMOBILE, BRAVADA

1. 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.

2. 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.
3. 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.
4. 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.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
6. 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.
7. 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 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:

8927 Cheviot	510-0092-0054-00
10166 Colerain Ave	510-0114-0104-00
3120 Deshler Dr	510-0052-0435-00
3261 Deshler Dr	510-0102-0215-00
8276 Haskell Dr	510-0061-0263-00
2576 Highwood Ln	510-0073-0168-00
3082 Libra Ln	510-0054-0236-00
9353 Loralinda Dr	510-0054-0429-00
9449 Loralinda Dr	510-0052-0653-00
10342 Moonflower Ct	510-0042-0185-00
3180 Niagara St	510-0052-0435-00
12055 Spalding Dr	510-0011-0382-00
12096 Spalding Dr	510-0011-0169-00
3707 Vernier Dr	510-0101-0263-00
12003 Westerly Dr	510-0011-0360-00

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>
10166 Colerain Ave	510-0114-0104-00
3120 Deshler Dr	510-0052-0435-00
3261 Deshler Dr	510-0102-0215-00
8276 Haskell Dr	510-0061-0263-00
2576 Highwood Ln	510-0073-0168-00
3082 Libra Ln	510-0054-0236-00
9353 Loralinda Dr	510-0054-0429-00
9449 Loralinda Dr	510-0052-0653-00
10342 Moonflower Ct	510-0042-0185-00
3180 Niagara St	510-0052-0435-00
12055 Spalding Dr	510-0011-0382-00
12096 Spalding Dr	510-0011-0169-00
3707 Vernier Dr	510-0101-0263-00
12003 Westerly Dr	510-0011-0360-00
8927 Cheviot Rd	510-0092-0054-00

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 #1: Continue to Provide High Quality Safety Services

Motion to Issue RFP for Police Cruisers

Recommend ADOPTION of the Motion.

Rationale:

The Police Department is in dire need of additional cruisers. We have available appropriated funds to purchase cruisers, but supply and demand of the vehicles is creating issues with moving forward.

The current market dictates auto dealerships to hold their stock and increase their pricing over state bid. The auto manufacturers are only placing orders for cruisers for two weeks out of the year.

The current plan for 2024 cruisers from all auto manufacturers is to allow departments to place an order in August of 2023. If the order is placed prior to the build capacity threshold - which is an unknown amount, the cruisers will be built and delivered sometime in March of 2024.

The RFP is structured to have vendors provide a quote for available vehicles. These quotes will provide the police department with a path forward to purchase cruisers outside of following the state bid.

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

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

Motion Authorizing the Township Administrator to execute a contract with Clarke Contractors for the restoration of the Colerain Park Restrooms for \$21,080.40

Recommend ADOPTION of the Motion.

Rationale:

The project to restore the restrooms at Colerain Park is a result of vandalism that occurred on May 1st. The contractor will restore the restrooms from fire damage. Currently, the restrooms are out of service until the repairs are completed. The cost for restoration is \$21,080.40.



4475 Muhlhauser Road
West Chester, OH 45011

Cincinnati 513 874-3995
Dayton 937 610-3959
Kentucky 859 441-3995
Toll Free 888 823-0907

Fax 513 874-3998

www.clarkecontractors.com

CONTRACTOR AGREEMENT

THIS AGREEMENT, made this 24 day of May, 2023 by and between **Clarke Contractors, Inc.** an Ohio corporation with offices at 4475 Muhlhauser Rd. West Chester, Ohio 45011 (hereafter referred to as "Contractor") and Tawanna Molter - (Assitant Director) who's property is located at

4160 Springdale Rd Cincinnati, OH 45251 (hereinafter referred to as "Owner") as follows:

1. Scope of Contractor's Work. Contractor agrees to furnish all of the labor, supervision, administration and materials together with all transportation, supplies, fuel, tools, equipment, and incidentals (the "Work"), all of which is necessary and required for the repair, restoration or reconstruction of portions of the Owner's property located at 4725 Springdale Rd. Cincinnati, OH 45251. The Work is shown on the plans and/or specifications attached hereto as Exhibit "A". The Contractor shall be responsible for provision of materials and supplies for construction, equipment and fixtures, sales, use, excise and all other taxes on the sale of personal property, worker's compensation insurance, public liability insurance, and the cost of all permits and licenses required by this Agreement or by law.

2. Time of Performance of Contractor's Work. Contractor shall begin the Work within five wee (35) days after the complete execution of this Agreement and draw payment and shall proceed to complete the Work expeditiously. Contractor anticipates that the Work will be substantially completed within six weeks (42) days or before August 11, 2023. Contractor shall not be liable for any delays in work progress caused by work changes required by Owner, labor disputes, fire, weather, prolonged transportation delays, shortages of materials, injuries or other causes beyond the control of Contractor.

3. Contract Price and Payment. Owner shall pay to Contractor for the performance of the Work the amount of \$ 21,080.40 in cash ("Contract Price"), subject to additions and deductions in accordance with paragraph 4.

Payment shall be made as follows:

\$ 2,108.04 due prior to commencement of Work

\$ 14,756.28 due upon [50% project completion]

\$ N/A due upon [N/A]

\$ 4,216.08 due upon final completion of the Work and issuance of government approvals, if any are required.

In the event Owner shall fail to pay all or any portion of any installment due hereunder, Contractor may (in addition to any other remedies it may have hereunder or at law) immediately cease work at the project site without being liable in any manner for breach of contract. All payments not promptly made shall bear interest thereon at the rate of 6% per annum until paid. Owner and Contractor may make an agreed punch list of any minor items which are incomplete or defective. Such minor items shall not delay final payment due hereunder, but shall be completed or repaired within thirty (30) days. Further, it is the obligation of the insured to immediately endorse and forward any payments it receives from the insurer to Clarke Contractors, Inc. Failure to do so will be considered a breach of the contract.

4. Changes Made During Construction. The Work may be supplemented by subsequent estimates and/or change orders prepared by the Contractor and approved either by Owner's insurance company, out-of-pocket ("Insurer"), a representative of the Insurer, or the Owner. If the Work is supplemented, Owner agrees to pay for the additional cost as set forth in the approved estimate or change order. Payment for any change orders that are not covered by insurance are due at time of completion. The due date for payment shall be the shipped date listed on the final invoice.

5. Performance of the Work. Contractor shall perform the Work in substantial accordance with the requirements and provisions of this Agreement and in accordance with all applicable rules, building codes, ordinances, regulations, and laws. The Work shall be performed in a prompt, diligent and workmanlike manner. Contractor shall remove all rubbish and dirt caused by its Work upon completion of construction and shall leave the job free of rubbish, scrap and debris caused by Contractor's Work.

6. Insurance. The Contractor shall maintain public liability insurance which provides coverage for personal injury or property damage arising from the Work in amounts deemed sufficient by Contractor to protect it from claiming for such damage. Owner agrees to maintain in force (i) its own liability insurance during the construction on his project in amounts as deemed sufficient to protect Owner against claims arising out of Contractor's operation; and (ii) property damage insurance during construction on this project for the full insurable value of the property including interests of the Owner, Contractor, and any subcontractors, against fire, vandalism and other perils ordinarily included in extended coverage. Owner and Contractor waive all claims against the other for fire damage or damages from other perils covered by property damage insurance.

7. Risks During Construction. Owner will ☐ will not ☒ continue to occupy the property during the progress of the Work. If Owner continues to occupy the property, the Contractor agrees to perform all Work in such a manner as not to interfere with the operating functions of the Owner. If Owner does not occupy the property during the Work, it is agreed that Owner may enter upon the property from time to time to inspect it during the progress of the Work; however, if Owner does enter upon the property, Owner assumes all risk of injury from any cause whatsoever. Owner agrees to indemnify and hold harmless Contractor from all loss, costs, damage and injury which may occur to Owner or Owner's family members or their property for such entry onto the property during the progress of the Work. Should either party to this Agreement suffer injury or damage to person(s) or property because of any act or omission of the other party or any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

8. Assignment and Subcontractors. Owner and Contractor each bind itself, its heirs, successors and assigns, to the other party hereto and to the heirs, successors and assigns of such other party in respect to all covenants, agreements and obligations contained in this Agreement. Contractor may assign or subcontract any portion of the Work, provided such is assigned or subcontracted to qualified and competent contractors, and Contractor shall not thereby be relieved in any respect of its obligations to Owner hereunder. At the time of each draw payment, Contractor shall supply Owner with lien releases for all work performed by any subcontractor. Owner may not perform any portion of the Work unless specifically authorized by this Agreement or by change order.

9. Termination of Contract. If Contractor fails, refuses or is unable to carry out the Work in accordance with this Agreement, or if Contractor substantially violates any material provision of this Agreement, the Owner may, after written notice to Contractor and failure by Contractor to remedy such default within a reasonable time, terminate the employment of Contractor and take possession of the site. In the event of such termination by Owner, Owner may finish the Work by whatever method he may deem expedient, including contracting with or employing any other persons to complete the Work. Contractor may terminate this Agreement and recover sums then due from Owner for Work performed in the event Owner fails to make progress payments within the time specified or otherwise fails substantially to perform any of its duties hereunder. Contractor shall be entitled to interest on default payments as provided in paragraph 3, and in addition thereto, Owner shall pay all of Contractor's collection costs, including reasonable attorney's fees and court costs.

10. Controversy (Governing Law/Jurisdiction/Venue). This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Without regard to conflicts of law principles, jurisdiction and venue for any action or claim arising hereunder shall lie exclusively in the courts of Butler County, Ohio, or the

United States District Court - Southern District of Ohio and each party irrevocably consents to the personal and subject matter jurisdiction of said court, and to service of process. Any controversy, claim or other matter arising out of, or relating to this agreement, or breach thereof, other than a claim by Clarke Contractors, Inc. for specific performance and related damages, shall be determined in accordance with the Butler County Court of Common Pleas local rules for arbitration, consistent with the Ohio Revised Code's Ohio Arbitration Act at § 2711.01, and judgment upon the award rendered by the arbitrators may be rendered in any court having jurisdiction thereof. The parties agree that Clarke, Contractors, Inc. shall have the right to add its subcontractors and/or suppliers as parties to the arbitration. The parties further agree that the arbitration hearing shall be conducted either at the subject property or the offices of the arbitrator, as determined by the arbitrator. Clarke Contractors, Inc. shall have the right, but not the obligation, to enter the subject property at reasonable times prior to the arbitration hearing for purposes of conducting inspections and tests of the property and collection of evidence. In any action brought to enforce this Agreement, or to recover damages for breach thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and other expenses of litigation, together with such other and further relief as may be proper.

11. Limited Warranty. Contractor guarantees the workmanship covered by the Work for one (1) years from the date of completion. Contractor warrants to Owner, its heirs and assigns, that all materials and equipment furnished by Contractor under this Agreement will be as required by the plans and specifications; provided, however, if materials and equipment specified therein are not reasonably available to Contractor, Contractor may substitute materials and equipment of comparable quality. Contractor extends to Owner only those express or implied warranties that have been extended to it by the manufacturers and suppliers of material and equipment used in the Work and only for the time period stated in this paragraph. Contractor warrants and guarantees that title to all Work and materials furnished by it under the Agreement will pass to the Owner upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances.

12. Limitation on Contractor's Liability; Owner's Indemnity. Owner acknowledges that Contractor shall not be liable for any damage to the property caused by the event necessitating this Agreement, including (without limitation) any mold or fungus which may be found in the home if the property had received water damage. Contractor shall not be responsible for damages to persons or property caused by Owner or Owner's family or agents, third parties, acts of God, or other causes beyond Contractor's control. Owner shall hold Contractor completely harmless from and shall indemnify Contractor for, all costs, damages, losses and expenses, including judgments and attorneys fees, resulting from claims arising from causes herein mentioned.

13. Validity of Provisions. In the event any provision of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

14. Entire Agreement. This Agreement, the Statement of Authorization, Disclaimers, and the attached plans and specifications constitute the entire Agreement between Contractor and Owner, and there have been no oral representations made that are not included herein. Except as otherwise provided, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing.

15. Authorization to Use Project Site in Contractor's Promotional Material. Owner ☐ authorizes ☐ does not authorize Contractor to identify the property location and to use photographs or descriptions of the project site in Contractor's promotional material to the general public.

OWNER:

CONTRACTOR: **Clarke Contractors, Inc.**

Signature

By

Printed Name

Jason S. Clarke
Printed Name
President

DISCLAIMER OF WARRANTIES

CONTRACTOR MAKES NO WARRANTIES WHICH DO NOT APPEAR ON THIS AGREEMENT EXCEPT THOSE CONTAINED IN THE LIMITED WARRANTY OF CONTRACTOR AS REFERRED TO ABOVE AND CONTRACTOR HEREBY SPECIFICALLY EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE. OWNER HEREBY WAIVES AND RELINQUISHES ANY IMPLIED WARRANTIES THAT MAY EXTEND BEYOND THE TERM OF THE LIMITED WARRANTY. OWNER ACKNOWLEDGES THAT CONTRACTOR SHALL BE ENTITLED TO RELY UPON THIS WAIVER AS A COMPLETE BAR AND DEFENSE AGAINST ANY CLAIMS ASSERTED BY OWNER. All disputes arising hereunder shall be resolved by reference to the said Limited Warranty and shall be governed thereby. The limited warranty period shall commence on the date of the substantial completion of the Work.

MANUFACTURES' WARRANTIES. The manufacturers of certain appliances and equipment may issue their own warranty directly to you. The manufacturers of other appliances and equipment may issue their own warranty to us which we hereby assign and pass to you. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment though not every home includes all of these items and some homes may include appliances not in this list: air conditioner, heat pump, exhaust fan, furnace, smoke detector, garbage disposal, water heater, range, oven, dishwasher and oven hood.

EXCLUSIONS FROM COVERAGE. This Limited Warranty does not extend to, and we assume no responsibility for any of the following:

1. Defects in appliances and pieces of equipment which are covered by manufacturers' warranties, including but not limited to, any appliance, piece of equipment, or other item which is a "consumer product" for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301, et seq., installed or included in the owner's property. The item may be covered by manufacturers' warranty (you should follow the procedure in the manufacturer's warranty if a defect appears in the item).
2. Defects in any appliances piece of equipment, or other item which is not a "consumer product" for purposes of the Magnuson-Moss Warranty Act, but which is covered by a manufacturer's warranty.
3. Damage due to ordinary wear and tear, abusive or lack of proper maintenance of your home.
4. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to weather conditions; cracks due to drying and curing of concrete, drywall, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping.
5. Defects in items installed by you or anyone else except us, or work done by you or anyone else except us.
7. Loss or injury due to the elements including lightening, wind storm, hail, tornado, hurricane, mudslide and earthquake.
8. Conditions resulting from condensation on, or expansion or contraction of materials.
9. Loss or injury due to acts of God.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to Appoint James Thomas Westfall as a Permanent Member of the Zoning Commission
Recommend ADOPTION of the Motion.

Rationale:

Mr. Westfall currently serves as an Alternate Member of the Zoning Commission. Due to the resignation of a Permanent Member, Mr. Westfall's appointment is needed to fill the balance of the term until 12/31/23.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to Appoint 1 Trustee and 1 Fiscal Officer to serve as Community Representatives for the annual Hamilton County TIRC Meeting on Wednesday, July 12, 2023

Recommend ADOPTION of the Motion.

Rationale:

The Hamilton County Tax Incentive Review Council meets annually to hear from community representatives about local tax incentives and to receive recommendations on continuing the incentives. Colerain Township currently has three CRAs which will be reviewed. There is a requirement for the Township to designate two representatives to the County TIRC and Hamilton County has recommended that one Trustee be appointed and one Fiscal Officer be appointed. The meeting will likely occur during regular business hours on July 12, 2023.

DEVELOPMENT

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion Authorizing the Township Administrator to Enter into a Demolition Agreement with Robert and Donnisha Johnson for 2864 Houston Road

Recommend ADOPTION of the Motion.

Rationale:

At a previous Board of Trustees meeting, the Trustees directed the Township Administrator to draft an agreement with the new owners of 2864 Houston Road to provide them with an opportunity to rehabilitate the property in lieu of demolition. The attached agreement outlines the parameters for completion of the rehabilitation with deadlines and calls for a \$15,000 bond that the Township can use to demolish the property if the new owners are not able to meet the required deadlines. The Township Trustees will be required to vote, via motion, to release the bond back to the owners on successful completion of the rehabilitation.

DEMOLITION AGREEMENT

This Demolition Agreement is dated and effective as of the ____ day of June, 2023, (the “Effective Date”) by and between the Parties **Colerain Township Board of Trustees** (“Colerain Township”) located at 4200 Springdale Road, Colerain Township, Ohio 45251, and **Robert Dash Charles & Donnisha Johnson** (the “Owners”) located at 8564 Priestly Drive, Reynoldsburg, Ohio 43068. Owners are owners of record of the real property located at 2864 Houston Road, Cincinnati, Ohio 45251, (the “Property”) identified as Parcel # 510-0024-0288-00 in Colerain Township, Hamilton County, Ohio.

WHEREAS, the Property was deemed a public health nuisance in Colerain Township on June 17, 2019 by the Hamilton County Public Health Department. The Hamilton County Public Health Department issued the previous owner, Ruby Johnson, a Notice of Condemnation on June 21, 2019; and

WHEREAS, the Property was deemed an attractive nuisance with an uninhabitable and deteriorating structure in Colerain Township on January 26, 2022 by the Colerain Township Fire Department which declared the Property unsafe and a great risk to the neighborhood; and

WHEREAS, in accordance with R.C. 505.86, the Board of Trustees for Colerain Township approved Resolution No. 25-22 on March 8, 2022, providing notice to the owners/lienholders that the Property has been declared an unsafe and structurally insecure attractive nuisance which is uninhabitable and ordering its demolition; and

WHEREAS, in accordance with R.C. 505.86, the Board of Trustees for Colerain Township held a public hearing on May 10, 2022, where the owners/lienholders of the Property were given at least 30 days prior notice, at which witnesses were duly sworn, gave testimony, and presented evidence to the Board of Trustees that the Property was unsafe and insecure; and subsequently on

June 14, 2022 the Board of Trustees for Colerain Township approved Resolution No. 70-22 ordering the Property to be demolished; and

WHEREAS, the Owners on May 9, 2023 were Grantees of a quit claim deed to the Property which has been filed with the Hamilton County Auditor and recorded with the Hamilton County Recorder; and

WHEREAS, Owners acknowledge that Colerain Township has taken all steps necessary to legally demolish the Property.

WHEREAS, in accordance with the terms and conditions contained herein, Colerain Township agrees to forgo demolition of the Property if Owners make the following improvements and receive determination that the Property is no longer a public nuisance or an attractive nuisance:

NOW, THEREFORE, the Owners hereby agree to the following conditions:

1. Condition #1: Owners Will Provide Security Bond for Demolition of Property

Owners acknowledge Colerain Township is foregoing grant monies which could be obtained for the demolition of the Property by providing Owners an opportunity to rehabilitate the Property. Owners agree to provide Colerain Township with a cash security bond of fifteen thousand dollars and no cents (\$15,000.00) which may be used by Colerain Township to demolish the Property if the Owners materially breach this Agreement.

2. Condition #2: Owners Will Meet the Following Required Benchmarks for the Rehabilitation of the Property.

Owners agree that the Property currently is a nuisance which needs to be repaired to comply with the Zoning Resolution and Property Maintenance Code of Colerain Township. Owners agree that all repairs shall be to the satisfaction of Colerain Township in the sole discretion of the Board of Trustees of Colerain Township and/or any designee as selected by the Board. Colerain

Township agrees not to unreasonably withhold approval or satisfaction of any repair or remedy. Owners agree to completing all the following benchmarks with respect to rehabilitating the Property and bringing the Property into compliance:

A. Benchmarks Due Within Ninety (90) Days After Demolition Agreement Signed

- Windows & doors replaced
- Patio gate painted
- Interior cleaned & sanitized
- Correct mailbox from leaning
- Acquisition of all required building permits, electrical permits, water works permits, and all other potential permits required to complete the renovation
- The Property will comply with the Township's current requirements for trash service and the owner will reinstitute weekly collection services (requested 05/12/2023)

***** All the above-referenced benchmarks contained in this paragraph 2(A) shall be completed no later than September 12, 2023. *****

B. Benchmarks Due Within One Hundred Eighty (180) Days After Demolition Agreement Signed

- Install new 100 AMP to have electricity turned on
- New flooring installed
- Updated kitchen & bathrooms
- Patch/Repair driveway
- Removal of ALL dead trees and their stumps located on the Property (done)
- Removal and remediation of all mold and mold spores at the Property
- Repair of existing sewer lines and restoration of sewer services to the Property from the public sewer main to plumbing stack

***** All of the above-referenced benchmarks contained in this paragraph 2(B) shall be completed no later than December 11, 2023. *****

3. Condition #3: Maintenance of Yard and Compliance with Zoning Resolution and Property Maintenance Code

Owners agree the yard of the Property including, but not limited to, maintenance of the lawn and weeds, will be cut and maintained during the entirety of Owner's ownership of the Property. Furthermore, Owners covenant to further maintain the Property and residence in compliance with Colerain Township Zoning Resolution and/or Property Maintenance Code or any other Township rule while it remains in their possession.

A. Failure of Owners to Meet Conditions and Benchmarks

If it is determined by the Colerain Township Board of Trustees that the Owners have failed to satisfy ALL the conditions and benchmarks as detailed above, then Colerain Township is granted permission by the Owners to utilize the cash security bond of fifteen thousand dollars and no cents (\$15,000.00) to cover the cost of demolition of the Property.

B. Owners Successful Completion of ALL Required Conditions and Benchmarks

If it is determined by the Colerain Township Board of Trustees that the Owners have satisfied ALL the conditions and benchmarks as detailed above, then Colerain Township shall release the cash security bond of fifteen thousand dollars and no cents (\$15,000.00) to the Owners. Meeting all the aforementioned conditions and benchmarks shall be determined at the discretion of the Colerain Township Board of Trustees and such bond release shall occur via a motion made and voted on by the Colerain Township Board of Trustees in a public meeting.

C. Authority. All Parties hereto represent and warrant to the others that: (a) if an individual, he/she is of sound mind and is entering into this Demolition Agreement of his/her own free will, after having an opportunity to consult with legal counsel; (b) if a political subdivision or business entity, the political subdivision or business entity representative(s) signing this

Demolition Agreement has the full authority and consent of the political subdivision/business entity to bind the entity; (c) all necessary action on the part of each Party hereto required to be taken in connection with the execution, delivery and performance of this Demolition Agreement and of any documents delivered or to be delivered pursuant to this Demolition Agreement will be duly and effectively taken.

D. Entire Agreement. This Demolition Agreement constitutes the entire and final agreement between the Parties, and there are no agreements, understandings, warranties or representations among the Parties except as set forth herein.

E. Binding Effect. This Demolition Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, estates, successors and assigns upon having been executed by all the Parties hereto. This Demolition Agreement in no way affects the ability of Colerain Township to enforce its Zoning, Property Maintenance and/or Housing Codes or any other Township rule on the Property. This Demolition Agreement is not applicable to any other property Defendants have and/or will or may own in Colerain Township and the conditions expressed herein are exclusively limited to the property located at 2864 Houston Road, Cincinnati, Ohio 45251.

F. Headings. Headings contained in paragraphs or Exhibit “A” contained in this Demolition Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Demolition Agreement.

G. Execution and Delivery by Facsimile Transmission and in Counterparts. This Demolition Agreement may be executed and delivered by facsimile transmission and in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document, provided, however, that this Demolition Agreement shall not be

binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this Demolition Agreement has been executed by each party and a copy thereof delivered or transmitted to each party of this Demolition Agreement or to its counsel. The Effective Date of this Demolition Agreement will be the date when Owners have signed and executed this Demolition Agreement.

H. Governing Law. This Demolition Agreement will be interpreted and construed under the internal laws of the State of Ohio regardless of the domicile of any party and will be deemed for such purposes to have been made, executed and performed in Cincinnati, Ohio.

I. Amendment. Neither this Demolition Agreement nor any of the provisions and/or conditions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

J. Savings Clause. Should any part or provision of this agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of the agreement will not invalidate the remaining portions of the agreement and the remaining portions will remain in full force and effect.

THE PARTIES, BEFORE SIGNING BELOW, DECLARE THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT AN ATTORNEYS REGARDING IT, AND THAT THEY UNDERSTAND THE TERMS HEREOF.

IN WITNESS WHEREOF, the Parties have executed this Demolition Agreement on the date appearing below:

Owners:

06.03.2023
Date


Robert Dash Charles Johnson

Robert Charles Johnson
Print Name

06.03.2023
Date


Donnisha Johnson

Donnisha Johnson
Print Name

Colerain Township:

Date

Jeff Weckbach,
Colerain Township Administrator

DEVELOPMENT

Department: Administration

Department Director: David Miller, Director of Development

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

Resolution Authorizing Colerain Township to Prepare and Submit an Application to Participate in the SORTA's Transit Infrastructure Fund Program and to Execute Contracts as Required

Recommend ADOPTION of the Resolution.

Rationale:

Colerain Township has a critical missing gap in the sidewalk network along Joseph Road from Colerain Avenue to Cheviot Road. These sidewalks were identified by residents as the second highest priority. The Township needs these grant funds to assist in the construction costs.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. ____-23

RESOLUTION AUTHORIZING COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE TRANSIT INFRASTRUCTURE FUND PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to the Joseph Road sidewalk infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

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

1. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to apply to the Transit Authority for the funds as described above.
2. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the 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.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to §504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
5. This Resolution shall take effect on the earliest date permitted by law.

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

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

ADOPTED this _____ day of June, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich

Dan Unger

Matt Wahlert

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Special Meeting of the Board of Trustees for July 11, 2023 at 6PM - Town Hall on Strategic Priorities
Recommend ADOPTION of the Motion.

Rationale:

Annually, the Board of Trustees will adopt a set of Legislative Priorities. These priorities are then translated into the goals that guide the strategic plan and all of the Township's work for the following 1-3 years. These priorities will allow staff to develop tangible initiatives for the following budget year. At this work session, staff will provide an overview of the results of the strategic plan survey that is currently out for public feedback, as well as feedback gained through various meetings with local community groups.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Special Meeting of the Board of Trustees for July 25, 2023 at 6PM - Town Hall on Strategic Initiatives
Recommend ADOPTION of the Motion.

Rationale:

Annually, the Township will hold a discussion on potential strategic plan initiatives in advance of the production of the budget book for the following year. As part of this process, staff wants to hold a work session with the Trustees to discuss any specific action items or initiatives that are desired to be included in the multi-year plan that is being developed.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution for Construction, Repair, Replacement & Maintenance of Sidewalks & Driveway Aprons in Specific Areas of Colerain Township

Recommend ADOPTION of the Resolution.

Rationale:

Adoption of this resolution will permit the Township to perform the needed maintenance and repairs on sidewalks throughout Colerain.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

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

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

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

WHEREAS, in compliance with Ohio Revised Code Section 5543.10, the Colerain Township Board of Trustees held a public hearing on June 13, 2021 after providing proper notice via publication for three successive weeks in the Enquirer the intention of the Colerain Township Board of Trustees to construct, repair, or maintain such improvements; and

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

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

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

1. That the Board of Trustees hereby orders the Sidewalk Construction, Repair, and

Replacement for the parcels identified in Attachment A.

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

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

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

ADOPTED this _____ day of June, 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 A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ATTACHMENT A

Address_Line_1	Address_Line_2	Parcel	M__TOTAL	Estimate_Sidewalk
9937 LORALINDA DRIVE	CINCINNATI, OH, 45251	510-0112-0138-00	\$840.00	\$840.00
9933 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0139-00	\$1,400.00	\$1,400.00
9929 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0140-00	\$280.00	\$280.00
2100 GENG RD	PALO ALTO, CA, 94303	510-0112-0141-00	\$600.00	\$-
9921 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0142-00	\$560.00	\$560.00
9917 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0143-00	\$600.00	\$-
9913 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0144-00	\$2,300.00	\$1,400.00
9909 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0145-00	\$1,180.00	\$280.00
3500 PARK CENTER DR	DAYTON, OH, 45414	510-0112-0146-00	\$2,560.00	\$1,960.00
9901 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0147-00	\$280.00	\$280.00
9893 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0149-00	\$560.00	\$560.00
9889 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0150-00	\$880.00	\$280.00
9881 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0152-00	\$1,780.00	\$280.00
9877 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0153-00	\$440.00	\$140.00
9873 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0154-00	\$280.00	\$280.00
3248 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0155-00	\$860.00	\$560.00
3252 ORANGEBURG CT	CINCINNATI, OH, 45252	510-0112-0156-00	\$580.00	\$280.00
3260 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0157-00	\$280.00	\$280.00
3266 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0158-00	\$1,160.00	\$560.00
5822 MAXFLI LN	MASON, OH, 45040	510-0112-0160-00	\$880.00	\$280.00
3272 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0159-00	\$1,160.00	\$560.00
3265 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0162-00	\$900.00	\$-
9321 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0163-00	\$1,740.00	\$840.00
3251 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0164-00	\$1,160.00	\$560.00
3245 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0165-00	\$560.00	\$560.00
3239 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0166-00	\$1,140.00	\$840.00
3233 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0167-00	\$580.00	\$280.00
3227 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0168-00	\$880.00	\$280.00
3221 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0169-00	\$1,180.00	\$280.00
1635 WESTERN AVE	CINCINNATI, OH, 45214	510-0112-0170-00	\$280.00	\$280.00
3207 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0171-00	\$300.00	\$-
3201 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0172-00	\$560.00	\$560.00
3200 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0173-00	\$224.00	\$224.00
3206 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0174-00	\$1,500.00	\$-
3212 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0175-00	\$560.00	\$560.00
3218 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0176-00	\$560.00	\$560.00
3224 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0177-00	\$1,720.00	\$1,120.00
3232 ORANGEBURG CT	CINCINNATI, OH, 45251	510-0112-0178-00	\$1,700.00	\$1,400.00
9865 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0179-00	\$2,000.00	\$1,400.00
9861 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0180-00	\$280.00	\$280.00
5267 RENAISSANCE PARK DR	FRANKLIN, OH, 45005	510-0112-0181-00	\$1,460.00	\$560.00
9853 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0182-00	\$1,160.00	\$560.00
1850 PARKWAY PL	MARIETTA GA 30067-8261	510-0112-0183-00	\$880.00	\$280.00
3500 PARK CENTER DR	DAYTON, OH, 45414	510-0112-0184-00	\$2,000.00	\$1,400.00
9841 LORALINDA DR	CINCINNATI, OH, 45251	510-0112-0185-00	\$1,480.00	\$280.00

5887 WADE RD	MILFORD, OH, 45150	510-0041-0016-00	\$1,960.00	\$1,960.00
9821 LORALINDA DR	CINCINNATI, OH, 45251	510-0041-0015-00	\$2,000.00	\$1,400.00
9809 LORALINDA DR	CINCINNATI, OH, 45251	510-0041-0013-00	\$1,140.00	\$840.00
5088 SANDY LANE	HAMILTON, OH, 45014	510-0041-0012-00	\$1,680.00	\$1,680.00
9791 LORALINDA DR	CINCINNATI, OH, 45251	510-0052-0422-00	\$600.00	\$-
9783 LORALINDA DR	CINCINNATI, OH, 45251	510-0052-0421-00	\$840.00	\$840.00
9775 LORALINDA DR	CINCINNATI, OH, 45251	510-0052-0420-00	\$860.00	\$560.00
9767 LORALINDA DR	CINCINNATI, OH, 45251	510-0052-0419-00	\$860.00	\$560.00
3500 PARK CENTER DR	DAYTON, OH, 45414	510-0052-0418-00	\$1,400.00	\$1,400.00

Estimate_Driveway

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ADMINISTRATION

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

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

Motion Authorizing Township Administrator to Execute Agreement with Jackson Construction for \$60,828.14 for Sidewalk Maintenance Program

Recommend ADOPTION of the Motion.

Rationale:

The Township received four bids in response to the Sidewalk Maintenance program for 2023:

- \$60,828.14: Jackson Construction
- \$73,188: RA Miller
- \$86,966: Adleta Construction
- \$145,680: Neyra Paving

This program is paid for by the Community Development Block Grant. Each property is assessed for the costs of the repairs over a five-year period and those funds will be deposited into a special fund that will be used for future sidewalk repairs throughout the Township.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Authorize the Township Administrator to Execute Agreement with CivicPlus for Website Hosting for \$6,559.87 per year

Recommend ADOPTION of the Motion.

Rationale:

CivicPlus is the current vendor for the Township's website. This agreement, which renews annually with a 5% increase, would allow for continuity with the current website that is fully integrated with our CivicRec reservation system and our CivicClerk agenda and minutes system. This renewal includes a free website redesign every four years. Right now, the Township is in the process of a redesign that should be live before year end.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-35585-1

Date:

1/4/2023 10:51 AM

Customer:

COLERAIN TOWNSHIP
(HAMILTON COUNTY),
OHIO

QTY	Product Name	DESCRIPTION	TOTAL
1.00	Annual - CivicEngage Central	Website Annual Fees for Hosting and Support.	USD 6,410.33
1.00	Recurring Redesign Annual Fee Renewal	Website Recurring Redesign Annual Fee	USD 0.00
1.00	SSL Certificate Annual Fee	Annual Fee Renewal for SSL Certificate.	USD 149.54

Annual Recurring Services - Initial Term	USD 6,559.87
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1. This renewal Statement of Work ("SOW") is between Colerain Township ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the original services agreement signed by Customer and CivicPlus and each applicable statement of work signed by the parties for the services listed herein (collectively, referred to as the "Agreement"). The terms of this SOW shall control and supersede any conflicting terms of the Agreement with respect to the services listed herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 6/20/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Police Department Of The Township - 4.65 Mills

Recommend ADOPTION of the Resolution.

Rationale:

This resolution would direct the Township Administrator to request the County Auditor to certify rates for a levy in excess of the ten-mill limitation at a millage to be determined by the Trustees. This resolution is for 4.65 mills as requested by Trustee Wahlert at the 5/23/23 Board of Trustee meeting. This Resolution would request that the Auditor to certify the levy rates.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 13th day of June, 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 OF NECESSITY FOR LEVYING AN ADDITIONAL TAX EXCEEDING TEN-MILL LIMITATION FOR THE POLICE DEPARTMENT OF THE TOWNSHIP

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Colerain Township, Hamilton County, Ohio; and

WHEREAS, police services are of utmost importance to the health, safety and welfare of the Township and its residents; and

WHEREAS, a resolution declaring the necessity of levying a tax under Ohio Revised Code 5705.19 outside the ten-mill limitation must, pursuant to Ohio Revised Code 5705.03(B)(1), be passed and certified to the county auditor of Hamilton County in order to permit the Board of Trustees to consider the levy of such a tax and must request that the county auditor certify to the Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax; and

WHEREAS, Ohio Revised Code 5705.19(J) provides that a taxing authority such as a political subdivision as Colerain Township may levy a continuing tax for the purpose of providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs; and

WHEREAS, the Board of Trustees of Colerain Township, Ohio find it necessary to put this new additional levy on the ballot on November 7, 2023 for the 4.65 mills that will last for a continuing period of time as allowed pursuant to Ohio Revised Code 5705.19(3)(a) beginning January 1, 2023; and

WHEREAS, the aforementioned new additional levy would be levied and collected upon the entire territory of Colerain Township, Ohio for a continuing period of time as allowed pursuant to Ohio Revised Code 5705.19(3)(a) beginning January 1, 2023; and

WHEREAS, the entire territory of Colerain Township, Ohio upon which the aforementioned new additional levy would affect exists only within Hamilton County, Ohio; and

WHEREAS, the proposed levy would first be placed upon the tax list and duplicate for the year 2023 for collection in the year 2024 if a majority of the electors voting thereon vote in favor of the levy.

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

1. The Board specifically finds and hereby determines that it is necessary to levy a new additional tax in excess of the ten-mill limitation for the health, safety and welfare of the City of Mt. Healthy and its residents and for the purpose of police services pursuant to 5705.19(J), at a rate of three mills for each one dollar of valuation, which amounts to thirty cents (\$.465) for each one hundred dollars (\$100.00) of tax valuation of the taxable property within the entire territory of Colerain Township which only has territory in Hamilton County, Ohio. The Colerain Township Board of Trustees hereby orders that the levy shall be placed upon the current tax list commencing January 1, 2023, first due in calendar year 2024, and last for a continuing period pursuant to Revised Code Section 5705.19(3)(a) on the entire territory of Colerain Township (all of which exists within Hamilton County), if a majority of the electors voting thereon vote in favor thereof.
2. The proposed tax is an additional levy. The additional tax levy is authorized by the provisions of Ohio Revised Code Section 5705.19(I) and would be levied upon the entire territory (both incorporated and unincorporated areas) of Colerain Township, Hamilton County, Ohio.
3. The proposed additional tax levy shall be placed upon the tax list and duplicate of 2023 for collection in 2024, if a majority of the electors voting thereon vote in favor thereof; and
4. That the Clerk is hereby directed to certify a copy of this Resolution to the Hamilton County Auditor. The Board of Trustees hereby requests that the County Auditor certify to this Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax levy if approved by the electors.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

7. 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 13th day of June, 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
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 **13th** day of June, 2023.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Police Department Of The Township - 4.99 Mills

Recommend ADOPTION of the Resolution.

Rationale:

This resolution would direct the Township Administrator to request the County Auditor to certify rates for a levy in excess of the ten-mill limitation at a millage to be determined by the Trustees. This resolution is for 4.99 mills as requested by Trustee Wahlert at the 5/23/23 Board of Trustee meeting. This Resolution would request that the Auditor to certify the levy rates.

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WHEREAS, Ohio Revised Code 5705.19(J) provides that a taxing authority such as a political subdivision as Colerain Township may levy a continuing tax for the purpose of providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs; and

WHEREAS, the Board of Trustees of Colerain Township, Ohio find it necessary to put this new additional levy on the ballot on November 7, 2023 for the 4.99 mills that will last for a continuing period of time as allowed pursuant to Ohio Revised Code 5705.19(3)(a) beginning January 1, 2023; and

WHEREAS, the aforementioned new additional levy would be levied and collected upon the entire territory of Colerain Township, Ohio for a continuing period of time as allowed pursuant to Ohio Revised Code 5705.19(3)(a) beginning January 1, 2023; and

WHEREAS, the entire territory of Colerain Township, Ohio upon which the aforementioned new additional levy would affect exists only within Hamilton County, Ohio; and

WHEREAS, the proposed levy would first be placed upon the tax list and duplicate for the year 2023 for collection in the year 2024 if a majority of the electors voting thereon vote in favor of the levy.

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2. The proposed tax is an additional levy. The additional tax levy is authorized by the provisions of Ohio Revised Code Section 5705.19(I) and would be levied upon the entire territory (both incorporated and unincorporated areas) of Colerain Township, Hamilton County, Ohio.
3. The proposed additional tax levy shall be placed upon the tax list and duplicate of 2023 for collection in 2024, if a majority of the electors voting thereon vote in favor thereof; and
4. That the Clerk is hereby directed to certify a copy of this Resolution to the Hamilton County Auditor. The Board of Trustees hereby requests that the County Auditor certify to this Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax levy if approved by the electors.
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6. 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.

7. 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 13th day of June, 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
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 **13th** day of June, 2023.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Authorizing the Adoption of Amended Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution would increase appropriations in two funds, Fund 1000 (General Fund) and Fund 2901 (TIF-Kroger). The increase in the General Fund is for \$30,000 and would cover expenses related to nuisance abatements and junk vehicle removal. The Township seeks to recover those expenses by placing an assessment on the property where the abatement occurs or where the vehicle is removed. The total appropriation for the Fund would be \$7,319,134.

The increase in appropriations in the Kroger TIF fund is for \$106,785, to align appropriations with year-to-date collections from the TIF. Under the bond indenture, the proceeds from the TIF are used to pay down the principal and interest on debt that was issued for the project. The total appropriation for the Fund would be \$347,910.

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 23

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

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

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

FUND	FUND NAME	2023 APPROPRIATIONS
1000	General Fund	\$7,319,134
2011	Motor Vehicle License Tax	\$191,197
2021	Gasoline Tax	\$1,213,325
2031	Road and Bridge	\$1,185,512
2081	Police District	\$11,574,760
2111	Fire District	\$14,932,650
2181	Zoning	\$293,545
2231	Permissive Motor Vehicle License Tax	\$653,760
2261	Law Enforcement Trust	\$439,175
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$7,496,967
2281	Ambulance And Emergency Medical Services	\$1,506,803
2401	Special Assessment - Lighting Districts	\$165,360
2402	CDBG Sidewalk Maintenance Fund	--
2901	TIF - Kroger	\$347,910
2902	Recycling Incentive	\$113,819
2903	TIF - Colerain Towne Center	\$557,825
2904	TIF - Duke	\$216,000
2905	TIF- Northridge	\$1,500
2906	Sidewalk Waiver	\$250,000
2908	CDBG Com Dev Block Grant	\$150,000
2911	Parks & Services	\$1,224,294
2912	Community Center	\$286,844
2913	TIF- Abbeytown	\$100
2914	TIF- Hunter's Ridge	\$600

2915	TIF- Lake Gloria	\$250
2916	TIF- Crosley Meadows	\$100
2917	TIF- Copper Creek	\$4,000
3101	Bond Retirement	\$1,305,556
4101	Capital Project- Fire Fund	\$15,100,000
6001	Self-Insurance Fund	\$2,683,865

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 June 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of June 2023. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Discussion - 10295 Season Drive

No action is requested of the Board.

Rationale:

On May 25th, Judge Dinkelacker granted the Township's motion for summary judgment against the owners of 10295 Season Drive for repetitive violations of the Township's Property Maintenance Resolution. The total judgment was for \$90,000. The first violation on the property was cited in 2015.

ADMINISTRATION

Department: Administration

Department Director: Tiphannie Mays, Assistant Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Anthem for Employee Benefits

Recommend ADOPTION of the Motion.

Rationale:

Annually, the Township will work with its health care broker, McGohen-Brabender to review the employee benefits program and to negotiate a new plan for employee medical, dental, vision, and life insurance. Based on the review of the marketplace, staff is recommending Anthem as the provider for medical and vision services. Below is a breakdown of rate changes:

- Medical: flat rate, no increase or decrease
- Vision: flat rate, no increase or decrease

It is important that the Township take action on these items today, as open enrollment for employees will need to begin prior to the next Board of Trustee meeting in order to comply with federal guidelines.

Renewal rate sheet

COLERAIN TOWNSHIP

Group Number(s): W40580, 00247956

Effective August 1, 2023 through July 31, 2025

Vision Plans							
Current Vision Plan	Renewal	\$5.32	\$10.65	\$10.91	\$16.24		

Authorized Signature:

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title:

Date:

Fixed Administrative Costs (ASO)

COLERAIN TOWNSHIP

Effective August 1, 2023 through July 31, 2024

Fixed Administrative Costs	Current	8/1/2023 through 7/31/2024
	PCPM	PCPM
Current CDH Plan Subscribers	153	153
Enrollment	153	153
Medical and Pharmacy Administration	\$46.48	\$41.83
Pharmacy Rebate Offset	(\$31.39)	(\$31.39)
Commission	\$20.00	\$20.00
ASO Enhanced Foundational Program †	\$6.61	\$1.59
Composite Total:	\$41.70	\$32.03
Annual fixed administrative costs based on assumed enrollment:	\$76,561	\$58,807
Percentage Change:		-23.2%

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the Essential Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0371390-05

Stop Loss Options (ASO)

COLERAIN TOWNSHIP

Group Number(s): W40580 00247956

Effective August 1, 2023 through July 31, 2024

Option 1 - \$100,000 Specific Stop Loss with 125% Aggregate Stop Loss

Specific Stop Loss limit:	\$100,000
Specific Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	0.00%

This Stop Loss offer is:	FIRM
This Stop Loss offer expires:	7/1/2023

Aggregate Stop Loss percentage reimbursable:	125%
Aggregate Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Aggregate Stop Loss Maximum:	\$1,000,000
Commissions:	0.00%
Payment Limit:	Monthly
Minimum Aggregate Stop Loss limit:	\$1,649,647
Estimated Policy Period Claims Maximum:	\$1,736,470

Additional terms for self-funded groups

Lasers/Exclusions:

Member 716157393 Lasered at \$160,000

Only the amount up to the group specific applies toward the aggregate for lasered individuals.

Specific Stop Loss Premiums		Composite PCPM						Annualized Total
Total	Current	153						\$427,549
	Renewal	\$232.87						\$442,513
Rate Change								3.50%

Aggregate Stop Loss Premiums		Composite PCPM						Annualized Total
Total	Current	153						\$32,883
	Renewal	\$17.91						\$23,868
Rate Change								-27.42%

Admin Annualized Total	\$58,807
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Fixed Costs Annualized Total	\$525,188
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Monthly Aggregate Factors		Composite PCPM						Annualized Total
Total	Current	153						\$1,936,264
	Renewal	\$1,054.61						\$1,736,470
Rate Change								-10.3%

Stop Loss Options (ASO)

COLERAIN TOWNSHIP

Group Number(s): W40580 00247956

Effective August 1, 2023 through July 31, 2024

Option 1 - \$100,000 Specific Stop Loss with 125% Aggregate Stop Loss

Estimated Expected Claims		Composite PCPM						Annualized Total
Total	Current	153						\$1,549,015
	Renewal	\$843.69						\$1,389,173
Rate Change								-10.3%
Fixed Costs and Expected Claims Annualized Total								\$1,914,361

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.

See Additional Service Fees for disclosure of additional service fees which are not included on this report.

Anthem Gene Therapy Solution protects employers from unknown financial risk, while supporting members in need of treatment for rare and complex conditions. The financial component of this solution works in conjunction with Anthem Stop Loss and guarantees Anthem will not implement new lasers on any members for claims associated with the following gene therapies: Luxturna, Zolgensma, Zynteglo, and Skysona. This provision applies to members that are not lasered in the firm stop loss proposal and will apply as long as Employer maintains specific stop loss coverage with Anthem. Also, this solution removes gene therapy claims from experience when determining stop loss renewal rates. If added, this provision would be billed as an additional \$2.00 PEPM. (If selected, initial here ____.)

0371390-05

Pharmacy Pricing

COLERAIN TOWNSHIP

Effective: 08/01/2023 - 07/31/2024
Total subscribers: 153



Retail Pricing Guarantees	RETAIL NETWORK (select one) ☐ Rx Choice Tiered Network ☐ Base Network	Rx Choice Tiered Retail Pharmacy Network Broadest retail network that includes pharmacies across Tiers 1 and 2. Tier 1 rates below, Tier 2 rates = Base.	Base Retail Pharmacy Network Broadest retail network. ZipDrug services available for \$0.70 per script fee
	Brands 1-83 days' supply / Generics all days' supply Brand Discount % off AWP Brand Dispensing Fee per Rx Generic Discount % off AWP Generic Dispensing Fee per Rx	20.00% \$0.50 85.30% \$0.50	19.00% \$0.50 85.00% \$0.50
Maintenance Pricing Guarantees	HOME MAINTENANCE NETWORK ☐ Optional Home Delivery	Optional Home Delivery Standard mail order that allows members to receive a 90 day supply of maintenance medication through Anthem's Home Delivery Pharmacy.	
	Brand Discount % off AWP Generic Discount % off AWP	24.00% 87.50%	
	RETAIL MAINTENANCE NETWORK ☐ Retail 90	Base Retail 90 Pharmacy Network Broadest retail network.	Rx Choice Retail 90 Tiered Pharmacy Network Broadest retail maintenance network that includes pharmacies across Tiers 1 and 2. Tier 1 rates below, Tier 2 rates = Base.
	Retail 90: Brand == 84 days' supply / Generics all days' supply - Rates Shown Above Brand Discount % off AWP Brand Dispensing Fee per Rx Generic Discount % off AWP Generic Dispensing Fee per Rx	22.50% \$0.00 n/a n/a	22.75% \$0.00 n/a n/a
Specialty Guarantees	SPECIALTY (select one) ☐ Exclusive Specialty ☐ Open Specialty	Exclusive Specialty Requires members to use Anthem's Specialty Pharmacy as the preferred provider under the pharmacy benefit. Exclusions include HIV specialty medications, oral transplant medications and limited or exclusive specialty drugs the Anthem Specialty Pharmacy does not have access to; members have access to clinical pharmacists with expertise in specialty medication drug therapy.	
	Overall Specialty Discount % off AWP Overall Specialty Dispensing Fee per Rx	20.50% \$0.00 Moving to Open Specialty Network will include lost value and members may experience access issues.	
Prescription Drug Rebate Guarantees	FORMULARY ☐ Essential Formulary	Essential Formulary Closed formulary offering for clients whose key priority is pharmacy cost control and total cost savings without sacrificing access to high-quality prescription drugs.	
	Client Share of Rebates	100.00%	

The Pharmacy Pricing Guarantees presented here assume the adoption of all recommended programs.

Authorized Signature: _____

Title: _____

Date: _____

Document ID : 16396-59884-1-1

Pharmacy Pricing Assumptions & Conditions

COLERAIN TOWNSHIP

Effective: 08/01/2023 - 07/31/2024
Total subscribers: 153

General Conditions

The pricing and terms in this commercial proposal are being offered solely for COLERAIN TOWNSHIP with an effective date of 08/01/2023, for a term of 1 Year. In order for the proposed terms to apply, the client must notify Anthem of offer acceptance at least 90 days prior to the effective date. Guarantees are contingent upon a signed agreement and assume alignment with the proposed Preferred Drug List (PDL), including all prior authorization and utilization management criteria, and a plan design that allows for up to 90 days supply at mail.

As a portion of our reasonable compensation for services provided, we will retain the difference, if any, between the invoiced amount to the client and the amount paid to the PBM for prescription drugs dispensed to members. Anthem may receive and retain administrative fees from our pharmacy vendor or directly from pharmaceutical manufacturers. COVID Test Kits, COVID Anti-Viral Medication and COVID Vaccines are excluded from all rebates, pricing calculations and performance guarantees under your PBM contract. Should the client terminate Pharmacy Services during the Agreement Period for reasons other than for cause an early termination fee may apply.

Offer applies only to commercial plans.

Upon thirty (30) days prior written notice, Anthem may modify or amend the financial provisions in a manner designed to account for the impact of the events identified below:

- The client does not implement the recommended formulary, clinical and cost-of-care management programs that are part of the Plan.
- Material differences between client's actual utilization and the data and assumptions used to develop this quote, including but not limited to the percentage of claims subject to a consumer driven health plan (CDHP).
- Anthem is no longer the sole administrator for the pharmacy benefit portion of client's Plan or the exclusive source of prescription drug rebates.
- Prescription drug rebate eligibility is modified under an agreement between PBM and its vendor or PBM and a manufacturer.
- The client has an on-site pharmacy and/or participates in the Federal 340B purchasing program which was not disclosed to Anthem at the time of underwriting.
- A government action or major change in pharmaceutical industry practices that eliminates or materially reduces the manufacturer Prescription drug rebate program.
- Unexpected market events including but not limited to product launches and or recalls / withdrawals.
- Changes in the AWP reporting source or in the manner in which AWP is calculated, including changes in the mark-up factor used to calculate AWP.

We reserve the right to modify, suspend or nullify our guarantees should one of the following happen:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem.
- Circumstances beyond Anthem's control including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war, or power outages that delay our performance or that of our vendors.
- The client terminates the Agreement before the end of a performance period, or we terminate it because of non-payment.
- The client withdraws from participation in particular programs tied to performance guarantee(s) prior to completion of the measurement period associated with the performance guarantees.
- Anthem does not receive information or other support from employer that would allow us to meet the Guarantee.
- Anthem reserves the right to modify the pricing and/or rebate guarantees in the event of unanticipated brand or generic drug launches or unforeseen delays in expected drug launches.

This document represents a summary of Anthem's pricing offer and is not intended to be all-inclusive; other standard terms, conditions and pricing may apply. Specific contract language will be provided upon request. If this summary conflicts with the Administrative Services Agreement, the Administrative Services Agreement controls.

Network Guarantees

Network guarantees do not apply to claims processed through on-site or client owned pharmacies.

Our network guarantees exclude the following claims: limited distribution drugs, new-to-market drugs, biosimilars, authorized generics, compounds, home delivery claims with less than 60 days' supply, paper, out-of-network, vaccines, supplies, 340B, OTC, COB, Indian Health, long-term care, IV infusion, Military VA, on-site pharmacy, Medicare Part D, COVID vaccines, COVID test kits, COVID anti-viral medication

Single source generics will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Brand MAC will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Dispensed as written claims with code 5 will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Member pay the difference claims will be considered claims for generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in annualized adjusted prescription drug claims compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in membership compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by channel compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by brand, generic and specialty distribution compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization of on-site pharmacies compared to the assumptions used to develop this quote.

Our exclusive specialty guarantee requires members fill specialty products at PBM's specialty pharmacy, other than Limited Distribution Products that are not available at the PBM specialty pharmacy.

Anthem reserves the right to modify the pricing terms in the event that less than 80.0% of client's aggregate specialty drug spend is dispensed through PBM's specialty pharmacy.

PBM Specialty mail pharmacies will be the exclusive provider of Specialty pharmacy services. Claims for Specialty Drugs will not be processed through the retail network, except for those Specialty drugs that PBM Specialty mail pharmacies are unable to dispense.

Any payment due to COLERAIN TOWNSHIP under any AWP discount guarantee within an AWP discount channel will be offset by favorable results achieved in any other AWP discount guarantee regardless of the AWP discount channel.

Rebate Guarantees

The client must use Anthem's recommended formulary to be eligible for prescription drug rebates, whether the prescription drug rebates are paid or applied as a credit. Rebate eligibility is dependent on confirmation of COLERAIN TOWNSHIP's ERISA status.

Our Prescription Drug Plan: Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are included in this offer.

This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Charge
General Administration	
Customized communication materials	\$2.00 per letter
Paper claims/member submitted claims processing	\$2.50 per occurrence
Network Pharmacy Services	
Fraud , Waste and Abuse (FWA) Services includes two types of Pharmacy Network monitoring and audit capabilities.	Included
Daily claim review and reprocessing	Included
Pharmacy Network Audit/ Investigative and Onsite Audit	100% of recoveries received are shared less a 25.00% recovery fee to cover associated expenses.
Custom / Onsite Pharmacy network development and administration	Subject to initial set up and ongoing maintenance fees to be determined based on scope.
On-site pharmacy claim processing	No on-site pharmacies included in offer. If identified, \$2.50 per on-site claim.
Account Management Services	
Dedicated account team support	Pricing available upon request
Patient, Trend, Quality and Cost-of-Care Management	
Clinical Prior Authorization program	\$55.00 per occurrence
This review focuses mainly on drugs that may have risk of serious side effects or dangerous drug interactions, high potential for incorrect use or abuse, better alternatives that may cost less, or restrictions for use with very specific conditions.	
Clinical Pharmacy Review – Physician Review	\$800.00 per occurrence
Certain medications need a higher level of review than a Clinical Prior Authorization and additional information from the prescriber.	
CarelonRx ProActive PA	Included at no Cost
Proactive PAs apply integrated medical and pharmacy data, where a member's diagnosis from medical claims are incorporated into the pharmacy claim system to seamlessly approve PAs where diagnoses are required. During adjudication, the Proactive PA rules evaluate the member's diagnosis from medical claims for the presence of a diagnosis code representing a condition for which a traditional utilization review is not needed to authorize the medication. If the diagnosis is present, the claim will pay at point-of-sale rather than rejecting for PA required.	
Step Therapy	\$0.30 per script
Step therapy requires the member to use one medication before benefits for the use of another medication can be authorized. Step therapy ensures members have previously used first-line therapies or have risk factors making the prescribed products inappropriate.	
Quantity Limits and Dose Optimization	\$0.55 per script
Quantity limits guard against high doses and excessive utilization based on either doses exceeding the FDA or manufacturer recommended maximum daily doses or limiting short-term medications to a certain number of fills over a defined period of time.	
Care Optimization Program	\$0.25 Per Script
CarelonRx's standard care clinical care management offering, which focuses on identifying potential gaps in the pharmacy care of our for diabetic and behavioral health patients members related to appropriate use, medication compliance, safety, cost savings on generics and formulary alternatives. This program concentrates on addressing issues related to polypharmacy, appropriate use, duplication of therapy, and dose optimization for individual patients who are identified as at risk and includes pharmacy gaps in care messaging programs.	
Vaccine Program Fee	\$2.50 Per Occurrence
Specialty Drug Accumulator Rules	Included at no cost
The specialty drug accumulator rules help prevent non-needs-based manufacturer copay assistance program funds from counting toward member deductibles and out-of-pocket maximums, ensuring that only the member's true out of pocket is reflected against their plan and keeping the integrity of the plan design intact.	
Specialty Condition Management - Standard	Included at no cost
Offers specialized Member support and resources targeting 9 rare medical conditions to all Members using the Specialty Pharmacy after their second fill of a Specialty Product through the Specialty Pharmacy. Conditions: Crohn's disease, cystic fibrosis, Gaucher's disease, hemophilia, hereditary angioedema, lupus, multiple sclerosis, rheumatoid arthritis, and ulcerative colitis.	
Specialty Cost Optimization Program	Included
Comprehensive management of medical specialty utilization and spend and ensuring appropriate, quality care.	
Right Drug Right Channel - Consists of two components which drive specialty medications to the most clinically appropriate benefit- medical to pharmacy and pharmacy to medical.	
Medical Specialty Drug Review: Helps to improve outcomes and manage total cost by applying clinical criteria that optimize dose and ensure clinically appropriate and safe use.	

Site of Care - Clinical reviews are initiated when certain specialty medications are requested to be administered in an outpatient hospital setting. The review will determine the level of care that is medically necessary.	
CarelonRx Cost Relief Cost Relief combines a proactive member outreach program with targeted benefit changes for specialty medications to ensure that members and ASO clients receive the lowest possible cost for specialty medications on the Pharmacy Benefit. Members pay \$0 out of pocket for their medication, and clients can achieve up to 25% savings off of their total pharmacy benefit specialty spend. In order for a client to be eligible for CarelonRx Cost Relief, they must have Exclusive Specialty network with No Grace Fills and the Essential, National, or National Direct formularies. CarelonRx Cost Relief is not recommended for HRA plans, or with the Point of Sale Rebates product. Plans must allow for coordination of benefits processing.	25.00% of Shared Savings
Client Reporting Packages	
Base Package Access to Rx Guide (unlimited) All custom reporting requests are billable at \$150 per hour rate	Included at no cost
Additional Services and Programs	
Member Communications for programs including the following: - Non-FDA approved drug block disruption letters (optional based on client choice) - Re-labeler program (optional based on client choice) - Clinical Equivalent Drug List (CEDL) disruption letters (optional based on client choice) - New Implementation Formulary Disruption Letters (optional based on client choice)	\$1.30 per letter
Controlled Substance Utilization Management (CSUM) Retrospective—Monitors overuse of controlled substances	Included at no cost
Safety Communications, Drug Recalls and Withdrawals Alerts Members and Prescribers to safety concerns about the medications they are taking and prescribing. Alerts Members impacted by changes in the Medicare Formulary or Medicaid Formulary due to safety issues (Class I Recalls, Class II Recalls, Market Withdrawals, side-effects) per CMS Requirements and Medicaid Requirements, as applicable.	Included at no cost
Pharmacy Home Identifies members who may be over-utilizing controlled substances, prescription cascading, or doctor/pharmacy shopping. Members that meet defined criteria are restricted to the designated home pharmacy.	Included at no cost

Included Programs and Services

COLERAIN TOWNSHIP

Effective: 08/01/2023 - 07/31/2024
Total subscribers: 153

Our Prescription Drug Plan: Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are included in this offer. This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Charge
General Administration	
Account management	Included at no cost
Banking	Included at no cost
FSA feeds	Included at no cost
Implementation services	Included at no cost
Plan design strategy and consultation	Included at no cost
Combined medical & pharmacy ID cards	Included at no cost
Standard communication materials to assist members with enrollment decisions and welcome them to their new plan when they enroll	Included at no cost
Network Pharmacy Services	
Pharmacy help desk with toll-free number 24/7 support	Included at no cost
Pharmacy network management	Included at no cost
Pharmacy reimbursement	Included at no cost
Home Delivery Services	
Home delivery claims processing	Included at no cost
Home delivery call center with toll-free number	Included at no cost
Benefit education (includes home delivery promotion)	Included at no cost
Retail-to-Home Delivery member outreach programs	Included at no cost
Home delivery regular shipping and handling	Included at no cost
Account Management Services	
Annual strategic planning with quarterly reviews	Included at no cost
Centralized administration for payment of claim and administration fees	Included at no cost
Designated pharmacy account team support, including Pharmacy Account Manager, Pharmacy Program Manager (clinical), Pharmacy Services Coordinator	Included at no cost
Remote training for access to online system(s)	Included at no cost
Member Services	
Customer service for members with toll-free number, to include language translation services	Included at no cost
Pharmacy customer service call center with toll-free number	Included at no cost
Member Website Portal (SSO)	Included at no cost
Internet Services	
e-Services for Prescriptions: Intuitive and easy to navigate	Included at no cost
Online health improvement tools and programs	Included at no cost
Pharmacy look-up	Included at no cost
Refill a prescription	Included at no cost
Savings center – compare costs to switch from retail to home delivery	Included at no cost
Search and price a medicine – search drugs by name, therapeutic class or subclass; compare costs and drug details, including price by pharmacy	Included at no cost
Secure member message center	Included at no cost
Additional miscellaneous Internet services – view coverage and copayments, obtain an ID card, access drug and health guide	Included at no cost
Patient, Trend, Quality and Cost-of-Care Management	
Concurrent Drug Utilization Review Utilizes point-of-service safety edits (for Specialty and non-Specialty Products) to monitor: Clinical appropriateness Medication safety Duplicate claims Duplicate prescriptions Refill frequency (refill-too-soon) Maximum dispensing limitations Cost and quantity inconsistency	Included at no cost
Retrospective Drug Utilization Review programs Retrospective safety review within 72 hours of adjudication.	Included at no cost
Cost-of-Care programs Formulary management – outcomes-based formulary	Included at no cost
Generic Drug Management Preferred Generics – members pay brand copay plus the cost difference when a generic is available but a brand is selected.	Included at no cost
Prescription Drug Discount Program for Non-Covered Drugs Allows members to purchase certain medications not covered under their plan at a discount.	Included at no cost
Reporting Services	
Clinical savings reports	Included at no cost
Standard reporting	Included at no cost
Web-based client reporting	Included at no cost
Specialty Pharmacy Services	
Comprehensive specialty pharmacy and individualized member support services	Included at no cost
Specialty pharmacy call center with toll-free number	Included at no cost
Specialty pharmacy claims processing	Included at no cost
Specialty pharmacy regular shipping and handling	Included at no cost
Therapy-specific counseling	Included at no cost

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Colerain Township

Your Plan: Anthem Blue Access PPO HSA Option \$3,000

Your Network: Blue Access

Effective Date: 08/01/2023

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$3,000 person / \$6,000 family	\$7,500 person / \$15,000 family
Overall Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$10,000 person / \$20,000 family
The family deductible and out-of-pocket limit are embedded, meaning the cost shares of one family member will be applied to the per person deductible and per person out-of-pocket limit; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket limit. No one member will pay more than the per person deductible or per person out-of-pocket limit. All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket limit(s) (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). In-Network and Non-Network deductibles and out-of-pocket limit amounts are separate and do not accumulate toward each other.		
Doctor Visits (virtual and office) <i>You are encouraged to select a Primary Care Physician (PCP).</i>		
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, through its affiliated Provider groups are covered at No charge after deductible is met.</i>		
Virtual Visits from online provider LiveHealth Online <i>for urgent/acute medical and mental health and substance abuse care via www.livehealthonline.com are covered at 20% coinsurance after deductible is met; and 20% coinsurance after deductible is met for covered Specialist Care.</i>		
Primary Care (PCP) and Mental Health and Substance Abuse Care <i>virtual and office</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Specialist Care <i>virtual and office</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Other Services in an Office</u>		
Allergy Testing	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prescription Drugs <i>Dispensed in the office</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Surgery	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Preventive care / screenings / immunizations	No charge	50% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	50% coinsurance after deductible is met
<u>Diagnostic Services</u>		
Lab		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
X-Ray		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency Room Facility Services	20% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	20% coinsurance after deductible is met	Covered as In-Network
Ambulance	20% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse Care at a Facility</u>		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor and Other Services		
Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u>		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Physician and other services <i>including surgeon fees</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Rehabilitation and Habilitation services <i>including physical, occupational and speech therapies.</i> <i>Coverage for occupational therapy is limited to 20 visits per benefit period, physical therapy is limited to 20 visits per benefit period and speech therapy is limited to 20 visits per benefit period.</i>		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Pulmonary rehabilitation office and outpatient hospital <i>Coverage is limited to 20 visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Cardiac rehabilitation office and outpatient hospital <i>Coverage is limited to 36 visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Dialysis/Hemodialysis office and outpatient hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Chemo/Radiation Therapy office and outpatient hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Inpatient Hospice	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Durable Medical Equipment	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Network: <i>Base Network</i> Drug List: <i>Essential</i> Drugs not included on the <i>Essential</i> drug list will not be covered.		
Day Supply Limits:		

Covered Prescription Drug Benefits	Cost if you use an In- Network Pharmacy	Cost if you use a Non-Network Pharmacy
Retail Pharmacy 30 day supply (cost shares noted below) Retail 90 Pharmacy 90 day supply (3 times the 30 day supply cost share(s) charged at In-Network Retail Pharmacies noted below applies). Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail (IngenioRx will become CarelonRx on January 1, 2023). You will need to call us on the number on your ID card to sign up when you first use the service. Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy.		
Tier 1 - Typically Generic	\$10 copay per prescription after deductible is met (retail) and \$25 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	\$35 copay per prescription after deductible is met (retail) and \$90 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand	\$60 copay per prescription after deductible is met (retail) and \$150 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	25% coinsurance up to \$250 per prescription after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out of pocket limit.</i>		
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Ohio's House Bill 388 and the Federal No Surprises Act establish patient protections including from Out-of-Network Providers' surprise bills ("balance billing") for Emergency Care and other specified items or services. We will comply with these new state and federal requirements including how we process claims from certain Out-of-Network Providers.
- *Benefit Period - Plan Year*

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA Option \$3,000
Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 639-1634.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 639-1634 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 639-1634 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bína'idílkidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee níl hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínízingo kojí' hodiílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Colerain Township

Your Plan: Anthem Blue Access PPO HSA Option \$2,000

Your Network: Blue Access

Effective Date: 08/01/2023

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 person / \$4,000 family	\$4,000 person / \$8,000 family
Overall Out-of-Pocket Limit	\$2,000 person / \$4,000 family	\$8,000 person / \$16,000 family
The family deductible and out-of-pocket limit are non-embedded, meaning the cost shares of all family members apply to one family deductible and one family out-of-pocket limit. The per person deductible and per person out-of-pocket limit apply to individuals enrolled under single-only coverage. All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket limit(s) (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). In-Network and Non-Network deductibles and out-of-pocket limit amounts are separate and do not accumulate toward each other.		
Doctor Visits (virtual and office) <i>You are encouraged to select a Primary Care Physician (PCP).</i>		
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, through its affiliated Provider groups are covered at No charge after deductible is met.</i>		
Virtual Visits from online provider LiveHealth Online <i>for urgent/acute medical and mental health and substance abuse care via www.livehealthonline.com are covered at 0% coinsurance after deductible is met; and 0% coinsurance after deductible is met for covered Specialist Care.</i>		
Primary Care (PCP) and Mental Health and Substance Abuse Care <i>virtual and office</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist Care <i>virtual and office</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Prescription Drugs <i>Dispensed in the office</i> Surgery	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Preventive care / screenings / immunizations	No charge	20% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	20% coinsurance after deductible is met
<u>Diagnostic Services</u> Lab Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-Ray Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i> Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Emergency and Urgent Care</u> Urgent Care Emergency Room Facility Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met Covered as In-Network

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse Care at a Facility</u>		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and Other Services		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u>		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Physician and other services including surgeon fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation and Habilitation services including physical, occupational and speech therapies. <i>Coverage for occupational therapy is limited to 20 visits per benefit period, physical therapy is limited to 20 visits per benefit period and speech therapy is limited to 20 visits per benefit period.</i>		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pulmonary rehabilitation <i>office and outpatient hospital Coverage is limited to 20 visits per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation <i>office and outpatient hospital Coverage is limited to 36 visits per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis <i>office and outpatient hospital</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/Radiation Therapy <i>office and outpatient hospital</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Inpatient Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Network: <i>Base Network</i> Drug List: <i>Essential</i> <i>Drugs not included on the Essential drug list will not be covered.</i>		
Day Supply Limits: Retail Pharmacy <i>30 day supply (cost shares noted below)</i> Retail 90 Pharmacy <i>90 day supply (3 times the 30 day supply cost share(s) charged at In-Network Retail Pharmacies noted below applies).</i>		

Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail (IngenioRx will become CarelonRx on January 1, 2023). You will need to call us on the number on your ID card to sign up when you first use the service. Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy.		
Tier 1 - Typically Generic	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out of pocket limit.</i>		
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Ohio's House Bill 388 and the Federal No Surprises Act establish patient protections including from Out-of-Network Providers' surprise bills ("balance billing") for Emergency Care and other specified items or services. We will comply with these new state and federal requirements including how we process claims from certain Out-of-Network Providers.
- Benefit Period – Plan Year

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA Option \$2,000
Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 639-1634.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 639-1634 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 639-1634 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idílkidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee níl hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínízingo kojí' hodiílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Cash in on your healthy success.

Wellness fund reimbursement rules for groups with 100 or more enrolled employees:

- Anthem may provide employers a wellness fund to assist with the employer's worksite wellness initiatives.
- Wellness funds must be used within the specific contract/plan period.
- Wellness funds may be used for activities such as education, health screenings, or other events that promote wellness conducted by the employer or a contracted vendor.
- Employer wellness programs may be subject to the requirements of various state and federal laws including the HIPAA Nondiscrimination Rules, the Americans with Disabilities Act (ADA), and the requirements of the Internal Revenue Code. Employers are responsible for assuring the compliance of their wellness programs with all applicable laws and regulations and should consult with their attorneys, as needed, for legal advice and assistance. In providing the wellness fund, Anthem does not endorse any employer's wellness program(s) or draw any conclusions as to their legal or compliance status.
- Employers are required to submit final itemized receipts (not credit card or bank statements) no later than thirty (30) calendar days prior to the end date of the respective plan period. Any receipts that are not submitted by the required deadline will not be considered for a wellness credit.



Anthem Wellness Fund Credit Amount: \$ 5,000.00
 Pathways Participation Credit Amount: \$ 2,500.00 (if completed)
TOTAL CREDIT: \$ 7,500.00

If applicable, a "Pathways to Health" credit will be granted upon confirmation of the completion of annual requirements. The additional amount is \$2,500 for groups with less than 500 contracts OR \$5,000 for groups with 500 contracts or greater.

Authorized Signature: _____ Date: _____

Company Name: Colerain Township

Anthem Group ID Number: W40580 Plan Period: 8/1/23 – 7/31/24

ADMINISTRATION

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with the Standard for Employee Benefits

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township currently contracts with Sun Life for voluntary critical illness and accident coverage for employees. McGohan-Brabender evaluated the existing marketplace and was able to obtain a quote from The Standard for these products as well as negotiate a rate pass on the LTD and EAP which will align with the renewal date with the Life. The Standard is our current Township life insurance, accidental death/dismemberment and Long-Term Disability Insurance provider for all full time employees.

STANDARD INSURANCE COMPANY

Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance
For Use in AR, DC, KY, LA, MD, OH, PA, RI, TN

Please type or print.

REQUESTED EFFECTIVE DATE _____

APPLICANT – Full Legal Name of Group (Exactly as it is to be shown in the policy.) _____

Street Address _____

City _____ State _____ Zip Code _____

Phone No. (_____) _____ Fax No. (_____) _____ Email _____

Group Contact _____ Contact's Title _____

Contact's Phone No. if different (_____) _____ Contact's Fax No. if different (_____) _____

Nature of Business _____

INSURANCE COVERAGE REQUESTED

☐ Life Only ☐ Supplemental Life ☐ Dental/Employees ☐ Eye Care ☐ Accident* ☐ _____
☐ Life and AD&D ☐ Additional/Optional Life ☐ Dental/Employees and Dep(s) ☐ LTD ☐ Critical Illness*
☐ Dependent Life ☐ AD&D Only ☐ Dental/Orthodontia ☐ STD ☐ Hospital Indemnity*
☐ Dependents Life and AD&D ☐ Statutory (State & Product) _____

**I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

OTHER INSURANCE

A. Does this insurance supplement other insurance? ☐ Yes ☐ No
If yes, specify for each line of coverage and Insurance Carrier: _____

B. Does this insurance replace existing insurance? ☐ Yes ☐ No
If yes, specify for each existing line of coverage: _____
 • Please submit a copy of each in force policy, certificate or plan document.
 Effective date of Prior Plan: _____ Termination date of Prior Plan: _____

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: _____

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

I acknowledge that I have read and understood the Fraud Notice on the back of this form.

Signature and Title of Applicant's Authorized Representative
(Must be signed or submitted prior to the requested effective date.) _____

Date
Initial Deposit \$ _____

STANDARD INSURANCE COMPANY

Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit
of \$ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By

Name

Title

*All premium checks must be made payable to Standard Insurance Company.

Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

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The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

FRAUD NOTICES

For use in DISTRICT OF COLUMBIA, KENTUCKY, OHIO, TENNESSEE: Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

For use in ARKANSAS AND LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in MARYLAND AND RHODE ISLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Motion to Set Rates for Employee Health Care Plans and Packages
Recommend ADOPTION of the Motion.

Rationale:

As part of the Townships renewal process, McGohan-Braybender recommended the removal of certain plans from the current offerings to ensure competitive pricing from carriers. Staff evaluated the Gold plan usage of all seven (7) options and determined that the removal of the "5" plans (Gold 5, 15 and 25) would have little to no impact on staff that elected these options and would still have the capability of offering a robust plan to our members for a total of 5 total plan options (including the Platinum plan).

Additionally, there has been a change in the Health Savings Account limit for embedded high deductible health plans (the Township's Gold packages) by the Internal Revenue Service. The minimum deductible has increased to \$3,000 which is a common practice for the IRS in an effort to adjust to inflation.

Employee Contributions – Bi-Monthly

	Employee Only	Employee + Spouse	Employee + Children	Employee + Family	Annual HSA Contributions
Healthcare					
Platinum Plan @ 20%	\$66.12	\$137.53	\$122.98	\$201.00	\$1,000 Single \$2,000 Family
Gold Plan @ 30%	\$73.86	\$153.62	\$137.37	\$224.52	\$3,000 Single \$6,000 Family
Gold Plan @ 20%	\$49.24	\$102.41	\$91.58	\$149.68	\$2,000 Single \$4,000 Family
Gold Plan @ 10%	\$24.62	\$51.21	\$45.79	\$74.84	\$1,000 Single \$2,000 Family
Gold Plan @ 0%	\$0	\$0	\$0	\$0	\$250 Single \$500 Family
Dental					
Dental Plan	\$2.68	\$8.46	\$8.46	\$8.46	
Vision					
Vision Plan	\$0.53	\$1.07	\$1.09	\$1.62	

CONSENT ITEMS

Department:	Public Services
Department Director:	Tiphannie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Donation Acceptance - Public Services Department - WellNow Urgent Care - \$2,000 (Concert Sponsor)
Recommend approval of all consent items.

Rationale:
WellNow Urgent Care is a sponsor for the 2023 Summer Concert Series at the \$2,000 level.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Jeremy Boggess - \$20.86 per hour
Recommend approval of all consent items.

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

- Jeremy Boggess

The wage for this job is \$20.86 per hour. Contingent upon Board approval, Jeremy Boggess would be eligible to begin work on June 27, 2023.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

New Hire - Community Paramedic - Department of Fire and EMS – Chelsea Gehring - \$34.65 per hour
Recommend approval of all consent items.

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

- Chelsea Gehring

The wage for this job is \$34.65 per hour. Contingent upon Board approval, Chelsea Gehring would be eligible to begin work on July 3, 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 05/23/2023

Job Code: 189- Community Paramedic Position Number: 2258- Community Paramedic

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: Chelsea Gehring

Hourly rate: \$34.65 per Hour

Employee Supervisor: Captain Hopkins

Min/Max hours/week: 40

Proposed start date: 07/03/2023

Eligibility Date: 07/03/2023

Tentative schedule of hours: Monday-Friday.

Does this position supervise staff? ☐ Yes ☒ No

Comments: Community Paramedic

Department Head Name: Chief M. Allen Walls

Signature: Allen Walls

Date: 06/01/2023

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: 07/03/2023

Administrator Signature: _____

Date: _____

06/02/23

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: 04/18/2023

Date posting closed: 05/01/2023

Interview Committee: Will Mueller, Don Locasto, Jennifer Ploeger, Victoria Reinhartz, Chris Hopkins

Interview dates: May 18th 2023

Number of applications: 11

Number of candidates interviewed: 3

CONSENT ITEMS

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

New Hire - Summer Camp Counselor - Public Services - Kevin McMillian - \$11 per hour
Recommend approval of all consent items.

Rationale:
The position of Summer Camp Counselor was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Kevin McMillian.

The wage for this job is \$11 per hour for 20 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 14, 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 06/13/2023

Job Code: 166- Seasonal Camp Counselor Position Number: 5119- Seasonal Camp Counselor

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: Kevin McMillian

Hourly rate: \$11.00 Employee Supervisor: Debbie Potzner

Min/Max hours/week: 40

Proposed start date: June 1, 2023 Eligibility Date: June 13, 2023

Tentative schedule of hours: M-F 9AM-12PM; Fridays 4-10 PM; Sa/Su as needed

Does this position supervise staff? ☐ Yes ☒ No

Comments: Returning Employee

Department Head Name: Tawanna Molter

Signature

Date: 6/1/2023

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: 6/6/2023

Administrator Signature:

Date:

6/2/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 02/22/2023

Date posting closed:

Interview Committee: Tawanna Molter ; Debbie Potzner

Interview dates: 5/16/2020

Number of applications: 22

Number of candidates interviewed: 12

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Ken Bryan Construction - 4200 Basement Remodel Architecture -\$9,900
Recommend approval of all consent items.

Rationale:
The attached agreement will allow for architectural drawings to be completed for a potential remodel of the 4200 Springdale Road basement. This project will then allow the Township to transition the remaining training and work conducted at the Colerain Township Training Center.



Full Service Design/Build Remodeling Contractor

Construction Drawings
Agreement:
Colerain Township Admin.
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: (513)923-5016

3661 W. Galbraith Road
Cincinnati, Ohio 45247
Phone: (513) 385-9165
E-mail: kbcinc@fuse.net
Website: www.kbcinc.net

June 7, 2023

CONSTRUCTION DRAWINGS AGREEMENT

This agreement is made effective upon signing this agreement between KBC (Contractor) and Colerain Township.

Colerain Township desires the service of KBC to organize, coordinate and complete preliminary drawings and construction drawings for a partially finished lower level with 5 new office/training rooms.

KBC has visited, viewed existing conditions and will need to visit again to obtain additional information.

Preliminary drawings will include existing conditions of work area including existing dimensions and layout for new area.

(Architect) will begin construction drawings upon approval of preliminary drawings by Colerain Township.

Construction drawings will include a partial existing floor plan, partial proposed floor plan, wall sections, HVAC details, electrical details, egress details, door details and additional details.

Completed construction drawings will be used for preparation for the construction proposal and applying for permits.

The construction proposal is a separate agreement from this construction drawings agreement and the cost of such is above and beyond the below agreement total.

The construction proposal will be a fixed-price agreement, though it may include allowances for certain items (i.e., certain finishes) not finalized during the drawings process.

Any additional services beyond this approved agreement (including obtaining permits) will be included in the construction proposal.

Not to exceed agreement #1655 without prior approval by Colerain Township.

DRAWINGS TOTAL - \$ 9,900.00

- 1) \$ 3,300.00 Due upon signing.
- 2) \$ 3,300.00 Due upon completion of preliminary drawings.
- 3) \$ 3,300.00 Due upon completion of construction drawings.

Payment #2 and #3 will be invoiced (by e-mail) and due within ten days of invoice date.

Respectfully Submitted Ken Bryan, CAPS, CGP, CGR, UDCP, CLIPP

Note - This proposal may be withdrawn per KBC if not accepted within 20 days.

ACCEPTANCE OF AGREEMENT

SIGNATURE 
DATE 6/7/23

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Healthworks - Wellness Programming - Not to Exceed \$2,500
Recommend approval of all consent items.

Rationale:
Anthem has provided Colerain Township with a credit of up to \$2,500 for wellness initiatives. The attached agreement will provide staff that attend with an opportunity to learn how to make healthy meals, including smoothies. This offering is at no cost to Colerain due to the credit from Anthem.

Proposal for Colerain Township





Thank you for partnering with HealthWorks for your company's wellness solutions.

Description and Terms of Services:

- **Services to be rendered:** HealthWorks will provide adequate staff for the purpose of workshops for the 2023 year.
- **Marketing:** Health Works will provide a promotional flyer to be circulated by Client to its employees, if requested.
- **Reporting:** Upon completion of program, Health Works will provide a participation report, if applicable. Please note; reporting fee may apply.
- **Travel Expenses:** Client agrees to the following applicable travel fees/expenses (when applicable):
 - Staff Travel Fees:
 - A half day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 80-100 miles
 - A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles
 - Mileage: Mileage will be at the current IRS rate for any staff traveling more than 40 miles from the HealthWorks Office
 - Hotel charges will be billed directly to client, *if applicable*
- **Cancellation / Date Change Policy:**
Client agrees to the following cancellation fees:
50% of the programming fee will be charged for events and programs cancelled within 7 days of the confirmed date.
- **Insurance:** Health Works shall maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.



Service Estimate

Name	Price	QTY	How Billed	Subtotal
Programming - Workshop Fee (Onsite or Virtual)	\$300.00	1		\$300.00
Programming - Workshop Materials Participant count TBD. Will be \$20 per person to cover materials. If client purchases own materials, the \$20 per person fee will not apply.	\$20.00	1		\$20.00
Total				\$320.00



SERVICE AGREEMENT

If this contract is acceptable, please sign below.

Signature

Colerain Township

Signature: *Jeff Weckbach*

Name: Jeff Weckbach

Title: Administrator

Date: 06 / 07 / 2023

HealthWorks

Signature:

Denise Flickner

Name: Denise Flickner

Title: Founder & CEO

Date: 06 / 01 / 2023

Signature Certificate

Reference number: MYJQF-MFZ7Y-T925V-EIFZK

Signer

Timestamp

Signature

Drew Mahon

Email: dmahon@mcgohanbrabender.com

Shared via link

Sent:

06 Jun 2023 18:17:33 UTC

Viewed:

06 Jun 2023 18:23:18 UTC

Signed:

07 Jun 2023 13:43:55 UTC

Jeff Weckbach

IP address: 66.161.212.226

Location: Cincinnati, United States

Document completed by all parties on:

07 Jun 2023 13:43:55 UTC

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