

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - July 25, 2023

1. **Opening of Meeting**
2. **Pledge of Allegiance 7PM**
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Presentations**
 - a. Presentation by Chief Walls Introducing and Swearing-in Newly Hired and Promoted Employees
 - b. Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Noe Eriksen-Brottet
 - c. Presentation on Township's Aggregation Program Performance
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**
 - Public Safety**
 - a. Motion Authorizing Pay Increase for Department of Fire and EMS Non-represented Part-time Employees
 - b. Resolution Declaring Nuisance and Ordering Abatement
 - c. Resolution Declaring a Junk Motor Vehicle - 2768 Grosvenor Dr. - 1 of 5
 - d. Resolution Declaring a Junk Motor Vehicle - 7209 Longwood Ct. - 2 of 5
 - e. Resolution Declaring a Junk Motor Vehicle - 8359 Coghill Ln - 3 of 5
 - f. Resolution Declaring a Junk Motor Vehicle - 10293 Crestland Ct - 4 of 5
 - g. Resolution Declaring a Junk Motor Vehicle - 10242 Springknob Ct - 5 of 5
 - h. Motion Authorizing the Township Administrator to execute a contract with Berger Chevrolet Inc. for the Purchase of 8 Police Cruisers
 - Public Services**
 - Development**
 - a. Resolution Approving or Denying Zoning Commission Case ZA2023-08, Zoning Map Amendment and Creation of PD-M at 3636 Semloh Avenue
 - b. Motion Authorizing Township Administrator to Execute an Agreement with

TRUSTEES

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Brandstetter Carroll for Joseph Road Sidewalks for \$19,500

Administration

- a. First Reading - Resolution Adopting Legislative Priorities for 2024-2026
- b. Motion Authorizing Township Administrator to Execute an Agreement with In Town Suites
- c. Resolution to Adopt Policy Change - 1.7 Colerain Township Insurance Policy
- d. Resolution to Adopt Policy Change - 1.8 Colerain Township MERP Policy

10. Old Business

11. Consent Items

- a. Contract - HealthWorks - Biometric Screening - \$300
- b. Contract - Clarke Contractors - Groesbeck Park Restroom Restoration - \$7,424.22
- c. Donation Acceptance - Department of Fire and EMS - From Kevin and Barb Keegan - \$50.00 (Kroger Gift Card)
- d. Donation Acceptance - Police Department - \$100.00
- e. New Hire - Police Officer - Police Department - Melissa Abell - \$40.38/hour
- f. New Hire - Police Officer - Police Department - Kellen Lyons - \$37.50/hour
- g. New Hire - School Safety Officer - Police Department - Andrew Davis - \$35.00/hour

12. Fiscal Office Report

13. Executive Session – if needed

14. Adjournment

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Presentation by Chief Walls Introducing and Swearing-in Newly Hired and Promoted Employees
No action is requested of the Board.

Rationale:

Introduce and administer the Oath-of-Office to the department's Community Paramedic:

- Chelsea Gehring

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

- Chris Simpson

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

- Richard Witsken

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

- Craig Niehaus

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

- Ryan Frank

All were approved for hire or promotion during the June 13 and July 11, 2023 Board Meetings.

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 Noe Eriksen-Brottet
No action is requested of the Board.

Rationale:
Chief Cordie will swear-in Police Officer Noe Eriksen-Brottet

PRESENTATIONS

Department: Administration
Department Director: Tiphanie Mays, Assistant Administrator

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

Presentation on Township's Aggregation Program Performance

Presentation on Township's Aggregation Program Performance by Assistant Administrator Mays.

Rationale:

Electric

The previous aggregation with Dynegy at 4.99¢ per kWh expired in May 2023. Energy Alliances went out to bid with multiple suppliers and Dynegy was able to retain the electric aggregation program at a rate of 6.89¢ per kWh through May 2025. Though this is a notable increase, Duke's "price to compare" jumped to 10.17¢ per kWh with the June bill. The aggregation is offering participants 30% savings compared to Duke's default generation rates.

Natural Gas

The aggregation program started in October 2022 with AEP Energy at a rate of \$0.839 per ccf through October 2024. Through March 2023, the average aggregation participant saved around 4% compared to Duke's monthly variable rate.

The next performance report will be available in early September. As you are aware, Energy Alliances is in talks with AEP Energy to see if there is the potential to lower the rate ahead of this upcoming winter. They will keep us informed once they have a rate and if they feel its beneficial to lock in and extend the contract.

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Motion Authorizing Pay Increase for Department of Fire and EMS Non-represented Part-time Employees
Recommend ADOPTION of the Motion.

Rationale:

I respectfully request the Board of Trustees consider the approval of a pay increase for non-represented part-time Department of Fire and EMS employees. The current pay rate for non-represented part-time employees is \$12.36 per hour - \$16.90 per hour. Following successful approval of a collective bargaining agreement with represented part-time employees, pay is in need of adjustment. If approved, the pay increase would be effective August 6, 2023.

- Pat Sauerwein \$19.50
- Roger Sauerwein \$19.50
- Doug Eikens \$19.50
- Richard Koeniger \$19.50
- Bob Rielage \$19.50
- Fleet Mechanic Co-op \$16.00

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:

9568 Amarillo Ct	510-0051-0287-00
2721 Cranbrook Dr	510-0014-0050-00
3251 Deshler Dr	510-0102-0217-00
3261 Donnybrook Ln	510-0104-0060-00
9651 Dunraven Dr	510-0041-0239-00
10376 East Miami River	510-0320-0057-00
2704 Houston Rd	510-0023-0014-00
7054 Memory Ln	510-0074-0234-00
8071 Peacock Dr	510-0071-0390-00
11992 Pippin Rd	510-0011-0413-00
11996 Pippin Rd	510-0011-0242-00
8863 Planet Dr	510-0062-0079-00
3684 Poole Rd	510-0101-0059-00
3104 Sovereign Dr	510-0064-0182-00
2527 Westpoint Dr	510-0032-0420-00
11833 Wincanton Dr	510-0012-0208-00
10220 Windswept Ln	510-0042-0039-00
3350 West Galbraith Rd	510-0090-0056-00

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>
9568 Amarillo Ct	510-0051-0287-00
2721 Cranbrook Dr	510-0014-0050-00
3251 Deshler Dr	510-0102-0217-00
3261 Donnybrook Ln	510-0104-0060-00
9651 Dunraven Dr	510-0041-0239-00
10376 East Miami River	510-0320-0057-00
2704 Houston Rd	510-0023-0014-00
7054 Memory Ln	510-0074-0234-00
8071 Peacock Dr	510-0071-0390-00
11992 Pippin Rd	510-0011-0413-00
11996 Pippin Rd	510-0011-0242-00
8863 Planet Dr	510-0062-0079-00
3684 Poole Rd	510-0101-0059-00
3104 Sovereign Dr	510-0064-0182-00
2527 Westpoint Dr	510-0032-0420-00
11833 Wincanton Dr	510-0012-0208-00
10220 Windswept Ln	510-0042-0039-00
3350 West Galbraith Rd	510-0090-0056-00

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

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

WHEREAS

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 2768 Grosvenor Dr. - 1 of 5

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:

2768 Grosvenor Dr. Cincinnati, OH 45251

1. (OH) JIM3313, 1998, BLUE, FORD, EXPLORER

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 2768 Grosvenor Dr. Cincinnati, OH 45251 – Parcel ID 510-0042-0164-00
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 **2768 Grosvenor Dr. Cincinnati, OH 45251 – Parcel ID 510-0042-0164-00**
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 **2768 Grosvenor Dr. Cincinnati, OH 45251 – Parcel ID 510-0042-0164-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) JIM3313, 1998, BLUE, FORD, EXPLORER

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 - 7209 Longwood Ct. - 2 of 5
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:

7209 Longwood Ct. Cincinnati, OH 45239

1. (OH) CP22BY, 1998, BLUE, FORD, EXPLORER

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 7209 Longwood Ct. Cincinnati, OH 45239 – Parcel ID 510-0072-0282-00
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 **7209 Longwood Ct. Cincinnati, OH 45239 – Parcel ID 510-0072-0282-00**
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 **7209 Longwood Ct. Cincinnati, OH 45239 – Parcel ID 510-0072-0282-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) CP22BY, 1998, BLUE, FORD, EXPLORER

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 - 8359 Coghill Ln - 3 of 5

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:

8359 Coghill Ln. Cincinnati, OH 45239

1. (OH) ADR2508, 1995, BLACK, FORD, EXPLORER

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 8359 Coghill Ln. Cincinnati, OH 45239 – Parcel ID 510-0091-0188-00
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 **8359 Coghill Ln. Cincinnati, OH 45239 – Parcel ID 510-0091-0188-00**
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 **8359 Coghill Ln. Cincinnati, OH 45239 – Parcel ID 510-0091-0188-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) ADR2508, 1995, BLACK, FORD, EXPLORER

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 - 10293 Crestland Ct - 4 of 5

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:

10293 Crestland Ct. Cincinnati, OH 45251

1. (OH) FXB5843, 2001, GOLD, FORD, TAURUS
2. (N/A) N/A, 2002, SILVER/BLACK, FORD, F150

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 10293 Crestland Ct. Cincinnati, OH 45251 – Parcel ID 510-0042-0151-00
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 **10293 Crestland Ct. Cincinnati, OH 45251 – Parcel ID 510-0042-0151-00**
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 **10293 Crestland Ct. Cincinnati, OH 45251 – Parcel ID 510-0042-0151-00** to be inoperable, extensively damages, and at least three model years old:

- A. **(OH) FXB5843, 2001, GOLD, FORD, TAURUS**
- B. **(N/A) N/A, 2002, SILVER/BLACK, FORD, F150**

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 - 10242 Springknob Ct - 5 of 5
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:

10242 Springknob Ct. Cincinnati, OH 45251

1. (N/A) N/A, 2004, BLUE, HYUNDAI, ELANTRA

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 10242 Springknob Ct.
Cincinnati, OH 45251 – Parcel ID 510-0042-0204-00
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 **10242 Springknob Ct. Cincinnati, OH 45251 – Parcel ID 510-0042-0204-00**
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 **10242 Springknob Ct. Cincinnati, OH 45251 – Parcel ID 510-0042-0204-00** to be inoperable, extensively damages, and at least three model years old:

A. (N/A) N/A, 2004, BLUE, HYUNDAI, ELANTRA

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 #1: Continue to Provide High Quality Safety Services

Motion Authorizing the Township Administrator to execute a contract with Berger Chevrolet Inc. for the Purchase of 8 Police Cruisers

Recommend ADOPTION of the Motion.

Rationale:

The project was prepared for formal competitive bidding from June 16, 2023 through July 14, 2023 with a total of two (2) submissions.

During the review of the two submissions, it was determined that Berger Chevrolet's submission provided all RFP requirements while McCandless Ford failed to complete various aspects of the RFP. Due to this, the RFP for cruisers received one bid.

Moving forward with this purchase will allow for the immediate acquisition of cruisers for the police department. Our current purchase plan has the department waiting for the 2024 vehicle ordering cycle to be opened by Ford and Chevrolet. At this time, this timeline for this is unknown, vehicles will not be built until after the first of the year, and we will not know if our order will be honored until late 2023.

Staff recommends that the contract be awarded to Berger Chevrolet, LLC which provided a bid of \$375,968.00 for 8 Chevrolet Tahoe Police Pursuit Vehicles. Bid tabulations are summarized on the attached sheet.

**Colerain Township, Ohio
Bid Opening - Results**

Project(s): Police Department – Police Cruisers – Ford Explorer or Chevrolet Tahoe

Project Estimate: \$375,968.00

Bid Opening Date: June 16, 2023

Contractor (Address & Phone)	Base Bid	Addendum 1 Received	Non- Collusion Affidavit	PP Taxes Affidavit
Berger Chevrolet Inc. 2525 28th Street S.E. Grand Rapids, MI 49512	Chevrolet Tahoe PPV \$46,996.00 per cruiser (8) \$375,968.00	<u>Yes</u> / No	<u>Yes</u> / No	<u>Yes</u> / No
McCandless Ford 8416 Sharon Mercer Rd. Mercer, PA 16137	Ford Explorer PPV \$43,260 per cruiser	Yes / <u>No</u>	Yes / <u>No</u>	Yes / <u>No</u>

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

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

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

Resolution Approving or Denying Zoning Commission Case ZA2023-08, Zoning Map Amendment and Creation of PD-M at 3636 Semloh Avenue

Staff seeks direction from the Board of Trustees on the adoption of a resolution to either approve or deny ZA2023-08.

Rationale:

The Colerain Township Zoning Commission recommended by a vote of 5-0 for the APPROVAL of a zoning change and creation of the PD-M to provide for an assisted living facility at 3636 Semloh Avenue.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 25th day of July, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

**APPROVAL OF CASE NO. ZA2023-08, ZONING MAP AMENDMENT,
APPROXIMATE 3.118 ACRE AREA LOCATED AT 3636 SEMLOH AVENUE
FROM “R-5” SUBURBAN HIGH RESIDENTIAL
TO “PD-M” PLANNED DEVELOPMENT - MIXED**

WHEREAS, applicant Michael Matson, representative for the property owner, Musatee Investments L.L.C., submitted an application for a Zoning Map Amendment for the rezoning of 3.118 acres of property located at 3636 Semloh Avenue from “R-5” Suburban High Residential to “PD-B” Planned Development - Mixed. The Applicant is seeking a Zoning Map Amendment to the Colerain Township Zoning Map to permit rezoning 3.118 acres of two parcels known as Hamilton County Parcels 510-0080-0330-00 and 510-0080-0348-00; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on June 20, 2023, and after staff presentation, applicant presentation, public comments, exhibits, and other materials were submitted, voted 5-0 to recommend *approval with conditions* of the zoning request, included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on July 11, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____-____ to **approve** the application request and **approve** the Colerain Township Zoning Map Amendment.

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

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

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

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

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

ADOPTED this 25th day of July, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 25th day of July, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. Parcels 510-0080-0330-00, and 510-0080-0348-00 shall be combined as soon as practicable, or prior to any applicable zoning certificate(s) being issued by the Zoning Administrator.
2. That any necessary amendments to the Colerain Township Comprehensive Plan, and the Colerain Township Land Use Plan be included within this approval.
3. Per §7.4.6; (D) the permitted use of the property be approved as Institutional Housing (assisted living), and Professional/Business Offices (for on-site residents).
4. That the existing landscape located within the western and northern portion(s) of the site be included with the required “common open space”.
5. That the Colerain Township Zoning Commission may grant any variance(s) deemed necessary during the review and approval of the Final Development Plan.
6. That the property owner has agreed that any required licensing by the State of Ohio for the proposed residential use of the property shall be approved pursuant to "Home for the aging" as defined within R.C. §3721.01; (A); (8) only. And the property owner has agreed that the use of the property to offer treatment related to an alcohol, drug, or mental health care facility shall be explicitly prohibited.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 25th day of July, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-23

DENIAL OF CASE NO. ZA2023-08, ZONING MAP AMENDMENT,
APPROXIMATE 3.118 ACRE AREA LOCATED AT 3636 SEMLOH AVENUE
FROM “R-5” SUBURBAN HIGH RESIDENTIAL
TO “PD-M” PLANNED DEVELOPMENT - MIXED

WHEREAS, applicant Michael Matson, representative for the property owner, Musatee Investments L.L.C., submitted an application for a Zoning Map Amendment for the rezoning of 3.118 acres of property located at 3636 Semloh Avenue from “R-5” Suburban High Residential to “PD-B” Planned Development - Mixed. The Applicant is seeking a Zoning Map Amendment to the Colerain Township Zoning Map to permit rezoning 3.118 acres of two parcels known as Hamilton County Parcels 510-0080-0330-00 and 510-0080-0348-00; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on June 20, 2023, and after staff presentation, applicant presentation, public comments, exhibits, and other materials were submitted, voted 5-0 to recommend *approval with conditions* of the zoning request, included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on July 11, 2023, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____-____ to **deny** the application request and **deny** the Colerain Township Zoning Map Amendment.

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

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

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

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

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

ADOPTED this 25th day of July, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 25th day of July, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. Parcels 510-0080-0330-00, and 510-0080-0348-00 shall be combined as soon as practicable, or prior to any applicable zoning certificate(s) being issued by the Zoning Administrator.
2. That any necessary amendments to the Colerain Township Comprehensive Plan, and the Colerain Township Land Use Plan be included within this approval.
3. Per §7.4.6; (D) the permitted use of the property be approved as Institutional Housing (assisted living), and Professional/Business Offices (for on-site residents).
4. That the existing landscape located within the western and northern portion(s) of the site be included with the required “common open space”.
5. That the Colerain Township Zoning Commission may grant any variance(s) deemed necessary during the review and approval of the Final Development Plan.
6. That the property owner has agreed that any required licensing by the State of Ohio for the proposed residential use of the property shall be approved pursuant to "Home for the aging" as defined within R.C. §3721.01; (A); (8) only. And the property owner has agreed that the use of the property to offer treatment related to an alcohol, drug, or mental health care facility shall be explicitly prohibited.

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

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

Motion Authorizing Township Administrator to Execute an Agreement with Brandstetter Carroll for Joseph Road Sidewalks for \$19,500

Recommend ADOPTION of the Motion.

Rationale:

Currently, no sidewalks exist along Joseph Road, which was identified in the Connect Colerain Plan as one of the highest priorities for pedestrian connectivity. Adding sidewalks to the northern side of the street will provide for safe pedestrian traffic to/from Colerain High School between Cheviot Road and Colerain Avenue.



July 11, 2023

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17304 Preston Rd
Suite 1075
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

David Miller, Development Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

RE: Joseph Road Sidewalk Phase II

Dear Mr. Miller:

BCI is excited to hear that the Township has been awarded a grant to fund a portion of this project's construction cost. With that in mind, we are pleased to submit this proposal to provide engineering services for this project to align the sidewalk on the north side of Joseph Road. In general, the scope shall be as per the attached Conference Memo dated April 5, 2023.

More specifically the scope shall include:

1. Preparing two alternatives for the location and width of the sidewalk along the condominium property near Cheviot Road. Please see Conference Memo Item 2.
2. Distributing the preliminary plans to the various utilities early in the design phase. There are potential issues with a fire hydrant relocation per GCWW's requirement that any fire hydrant leads requiring an extension shall start at the main which is typically in the streets. This can be costly, up to \$15,000 to \$20,000 each. This will be avoided to the extent possible.
3. Bidding and Negotiation services are included along with Construction Administration services.
4. Daily or Part Time Resident Inspections are not included. If desired, BCI can provide at an hourly rate to do so. This can be determined after the bids received.
5. Our records indicate that Abercrombie and Associates prepared a right-of-way survey prior to our involvement in 2015. Any temporary or permanent easements may be prepared by them under a separate agreement.
6. The Construction Documents shall include Plan Revisions and Utility Coordination. The fees shall be as follows:

Alternatives Per Item 1 Above	\$5,000.00
Construction Documents	\$8,000.00
Bidding and Negotiation	1,500.00
Construction Administration	5,000.00

Total \$19,500.00



**BRANDSTETTER
CARROLL INC**
ARCHITECTS + ENGINEERS + PLANNERS

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17304 Preston Rd
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DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

The above fees include the services to date in regards to the updated cost estimate and other information for the grant application.

The Township is asked to take the lead working with Great Parks concerning the coordination and their requirements along their property.

The scope/fees do not include relocating or otherwise reworking the traffic signal at the north side of the Colerain Avenue intersection.

The plans will ultimately need to be approved by the Hamilton County Engineers Office (HCEO). They will be engaged early in the design process. HCEO may require storm calculations. The above fees do not include detailed storm calculations for review and approval by HCEO.

Please review and contact our office with questions.

We appreciate the opportunity to continue to be involved in this project.

Sincerely,
Brandstetter Carroll Inc.

Bruce G. Brandstetter, P.E.
Senior Vice President

Attachment: Conference Memo 4/5/23

C: Joe Dillion, Brandstetter Carroll Inc.
Karee Utterback, Brandstetter Carroll Inc.

**PROPOSED BY:
BRANDSTETTER CARROLL INC.**

**ACCEPTED BY:
COLERAIN TOWNSHIP**

Signature

Signature

Benjamin E. Brandstetter
Printed Name

Printed Name

President
Title

Title

Date

Date

**CONFERENCE MEMORANDUM
JOSEPH ROAD SIDEWALK
COLERAIN TOWNSHIP, OHIO
APRIL 5, 2023
BCI NO.: 15033**

Present: **David Miller, Development Director**
 Jeff McElravy, Assistant Administrator
 Jeff Weckbach, Township Administrator
 Tiffany Mays, Assistant Administrator
 Bruce Brandstetter, Brandstetter Carroll Inc.
 Joe Dillon, Brandstetter Carroll Inc.
 Karee Utterback, Brandstetter Carroll Inc



April 5, 2023

1. The scope and the intent of the project was discussed, including alternatives considered.
2. From Cheviot Road east, two alternatives will be looked at more closely across the front of the condominium property on the north side. One is a seven-foot-wide walk along the back of curb. The other is a five-foot wide walk with a tree lawn.

In both cases BCI can show the limits of construction. That being where the new grade meets the existing. Bruce Brandstetter recalls that much of it will be outside of the right-of-way. So temporary rights of entry or temporary easements may be necessary.

Bruce Brandstetter recalls that the grading will most likely encroach on the existing irrigation system. Repairing or replacing the irrigation damage is not a big-ticket item.

3. Colerain Township representatives said that they have met with the condominium representatives and received favorable response.
4. It was reported that the church and Chuck E. Cheese property owners are receptive to the project. That is Bruce Brandstetter's recollection as well.
5. Bruce Brandstetter recalls that Great Parks was a bit more of a challenge. They were lobbying for a walk on Poole Rd for access to the Nature Preserve. This project is in the planning phase now.

Joe Dillon said at one point they were requesting a rear entry to the nature preserve.

Bruce Brandstetter also said that Great Parks was asking for a replacement tree for any trees removed. It is a current Great Parks policy that they are implementing on a BCI designed project at Sharon Woods.

6. It was acknowledged that the retaining wall location is such that the walk may vary from about 4-feet wide to over 7-feet. Regardless, it was agreed that the new walk should extend from the back of curb to the face of the wall.
7. Based upon the Google Street view images, it looks like an underdrain should be installed behind the curb in the area of the retaining wall.
8. The Township is considering applying for SORTA funding due on May 31st.
9. ODOT Safe Routes to School funds can be onerous. Especially when it comes to right-of-way, temporary access agreements, and utility relocation.

10. Duke has a pole or two that may need to be relocated.
11. Right-of-way will most likely be needed at the northwest corner of Joseph Rd. and Colerain Ave.
12. Ultimately the County Engineer will review/approve the plans.
13. It was agreed to circle back the week of 4/24/23.

If you should disagree with any information contained herein, please kindly notify our office in writing within 10 days of receipt of this memorandum.

Bruce Brandstetter, P.E.
April 5, 2023

BGB/smt

C: David Miller, Colerain Township
Jeff McElravy, Colerain Township
Jeff Weckbach, Colerain Township
Tiffany Mays, Colerain Township
Bruce Brandstetter, Brandstetter Carroll Inc.
Joe Dillon, Brandstetter Carroll Inc.
Karee Utterback, Brandstetter Carroll Inc

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

First Reading - Resolution Adopting Legislative Priorities for 2024-2026

No action is requested of the Board.

Rationale:

The Board of Trustees sets the strategic direction for all of the Township's core work. In order to facilitate particular initiatives for the 2024-2026 Strategic Plan, it is important that the Trustees establish their legislative priorities. On July 11, 2023, the Board of Trustees hosted a Special Meeting to discuss legislative priorities. Based on the feedback from that meeting, staff has drafted the below recommended legislative priorities for consideration:

- Chart a Pathway to Long Term Financial Stability
- Continue to Provide High Quality Safety Services, with an Emphasis on Crime Deterrence and Enhanced Response Times
- Revitalization of the Community through Economic Development, Beautification, and Code Enforcement
- Expand Opportunities for Recreation for all Ages
- Continue to Improve Operations with a Focus on Alternative Service Delivery
- Make Progress on Deferred Maintenance and Reposition Existing Assets

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING 2024-2026 LEGISLATIVE PRIORITIES

WHEREAS, the Board of Trustees sets the direction for the Township and establishes
goals to be achieved by the various departments; and;

WHEREAS, the Board of Trustees gathered feedback from the community on the
necessary goals for 2024-2026; and;

WHEREAS, these goals will be incorporated into the Township's 2024-2026 Strategic
Plan and Budget; and;

WHEREAS, the various Departments and members of the community will work
collaboratively on different initiatives to advance the goals set by the Trustees.

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

1. The Board of Trustees formally adopted the below 2024-2026 Legislative Priorities to be
incorporated as goals in the 2024-2026 Strategic Plan and Budget Book:

1. Chart a Pathway to Long Term Financial Stability
2. Continue to Provide High Quality Safety Services, with an Emphasis on Crime
Deterrence and Enhanced Response Times
3. Revitalization of the Community through Economic Development, Beautification, and
Code Enforcement
4. Expand Opportunities for Recreation for all Ages
5. Continue to Improve Operations with a Focus on Alternative Service Delivery
6. Make Progress on Deferred Maintenance and Reposition Existing Assets; and

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

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

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

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

ADOPTED this _____ day of _____, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

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 Authorizing Township Administrator to Execute an Agreement with In Town Suites

Recommend ADOPTION of the Motion.

Rationale:

Several months ago, our Zoning team issued a denial of a zoning certificate for In Town for several issues. Since then, In Town has submitted an appeal to the BZA. During the intervening months between the appeal and now, the Township has engaged in a back and forth process with In Town about their property and issues. Since that time, In Town has:

- Corrected all exterior code enforcement violations
- Changed their building licenses with the state of Ohio to comply with the initial zoning approval
- Invested around \$2-2.5M in room renovations

The last issue for resolution for In Town dealt with the permanent vs. transient residency status of their guests. From this conversation, and what is found in the attached drafted agreement is:

- A requirement that no resident stays at In Town for a period of 52 consecutive weeks. There is an appeal process to provide those who have been actively seeking housing an opportunity to meet with the Township to be granted an extension.
- A commitment by In Town to pay hotel taxes for every guest and to not exempt any guest from collection or payment. This is significant, as In Town were previously exempting around 95% of their guests each month.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is made and entered into by and between the Colerain Township Board of Zoning (“**Colerain**”) and InTown Suites Colerain, LLC (“**InTown**”) (collectively, the “**Parties**”) and shall be effective as of July 25, 2023 (the “**Effective Date**”).

WHEREAS, InTown operates as an extended-stay hotel at 7451 Colerain Avenue, Cincinnati, Ohio 45239 (the “**Property**”) and wishes to continue to operate as an extended-stay hotel;

WHEREAS, InTown requested a Verification Letter from Colerain on September 6, 2022, requesting written confirmation that InTown’s existing extended stay hotel is a permitted use of the PD-B Business Planned Development District under the Zoning Code;

WHEREAS, Colerain issued a Zoning Verification Letter on February 27, 2023, finding certain non-permitted uses, major violations, and other violations;

WHEREAS, InTown appealed the Zoning Verification Letter on March 17, 2023;

WHEREAS, InTown sent to Colerain a letter entitled, *Supplementation Regarding Property License and Use of Property*, on May 12, 2023;

WHEREAS, Colerain and InTown have since been engaged in extensive discussions regarding the operation of InTown, including an in-person meeting on April 20, 2023 between Colerain and InTown representatives and a property visit on June 7, 2023, with Colerain and InTown representatives;

WHEREAS, during the property visit on June 7, 2023, authorized representatives of Colerain indicated that all of the issues identified in the Zoning Verification Letter had been addressed but for one of the non-permitted uses identified in the Zoning Verification Letter. Attached hereto as Exhibit 1 is a true and accurate copy of the signed document;

WHEREAS, Colerain wishes for compliance with all applicable local zoning ordinance and state laws;

WHEREAS, Ohio law allows townships to levy an excise tax on lodging furnished to transient guests under Ohio law, R.C. § 505.56, R.C. § 5739.01, and R.C. § 5739.08;

WHEREAS, Colerain passed the Resolution No. 34-13 for the collection of the Colerain Lodging Excise Tax that any proceed from the collection of the Colerain Lodging Excise Tax by Intown will be paid to Colerain;

NOW, THEREFORE, in consideration for the promises contained herein, the Parties mutually agree as follows:

1. **EXTENDED STAY HOTEL LICENSE.** InTown obtained and shall maintain an Extended Stay Hotel license reflecting “133” total rooms so long as the Redevelopment Plan indicates the type of use permitted on the Property is a “133 Unit Hotel.” A true and accurate copy of the 1/1/2023–12/31/2023 Extended Stay Hotel License is attached hereto as Exhibit 2.

2. **GUEST STAYS.** InTown believes that all of their guests are transient and staying on a temporary basis. Absent alternative agreement between the Parties, InTown will require guests to execute a guest registration agreement in substantially similar form to the agreement attached here to as Exhibit 3, and heretofore, include a provision substantial similar to the following language: “Guest acknowledges that this rental does not establish a permanent residence.” Absent alternative agreement between the Parties, InTown will implement the following additional practices to address Colerain’s concerns over guests using InTown as his or her permanent residences:

a. Current Guests as of Effective Date

- i. InTown will require current guests at their immediate next check out/check in, if any (“renewal”), to sign a document that contains language substantially similar to: “I hereby reaffirm, acknowledge and agree that I have reviewed the InTown Suites Guest Registration Agreement including the acknowledgment and agreement that my rental does not establish a permanent residence and I am legally bound by all terms and conditions provided therein.”

b. Future Guests after Effective Date

- i. InTown will require future guests to sign a document which confirms his/her acknowledgment and agreement that their rental does not establish a permanent residence.
- ii. InTown will require future guests at their immediate next check out/check in, if any, to sign a document that contains language substantially similar to: “I hereby reaffirm, acknowledge and agree that I have reviewed the InTown Suites Guest Registration Agreement including the acknowledgment and agreement that my rental does not establish a permanent residence and I am legally bound by all terms and conditions provided therein.”

The Parties further agree to the following:

- c. Guests may choose to stay at the InTown Property for longer than one week (if InTown accepts payment for a new one-week period), but that rooms on the InTown Property in Colerain Township are not offered for a period of any longer than one week at a time.
- d. InTown will provide to Colerain every three (3) months after the Effective Date the InTown in-house guest list detailing the name and last check-in date for current

guests stays at the InTown Property equal to or greater than a period of forty-two (42) consecutive weeks.

e. InTown and Colerain agree to participate in the following program (“Guest-Notice Program”):

i. Where a current guest as of the Effective Date or a future guest after the Effective Date stays at the InTown Property for a period of forty-two (42) consecutive weeks (the “Stay Period”) (“Program Guest”):

1. Colerain will request from InTown ~~InTown will provide notice of the Program Guest’s identity—name, room number, and guest phone number—to Colerain;~~
2. Upon request, InTown will provide the Program Guests’ identity—name, room number, and guest phone number;
3. Colerain will contact the Program Guest to provide to them applicable instructions and request information concerning the Program Guest’s use of the InTown Property;
4. Colerain will consider the Program Guest’s use of the InTown Property and render a determination regarding their use of the InTown Property;
5. Colerain will notify the Program Guest and InTown of the determination by Colerain;
6. Should Colerain’s determination be that the Program Guest is using the InTown Property as a temporary and transient residence, the Program Guest shall be permitted to use the InTown Property;
7. Should Colerain’s determination be that the Program Guest is using the InTown Property as an unpermitted permanent residence, the Program Guest shall be permitted to use the InTown Property for a total of fifty two (52) consecutive weeks from the later of the date the guest’s first check-in or the Effective Date;
 - a. Colerain agrees to provide communication to Program Guest for removal and assistance to InTown with respect to the removal of any Program Guest subject to a determination under 2.e.6.;
8. Should Colerain make any determination other than 2.e.5. or 2.e.6., the Program Guest shall be permitted to use the InTown Property until further notice from Colerain to the Program Guest and Intown;

9. InTown may continue to renew guest's stay as set forth in Section 2.d. until notice from Colerain under the Guest-Notice Program.

f. Meet & Confer: The Parties agree to meet and confer regarding any dispute with respect to Section 2, and Colerain agrees to provide written notice to InTown and a fourteen (14) day cure period of any alleged violations of Section 2.

3. **ZONING VERIFICATION LETTER.** As consideration for continued compliance with the terms of this Agreement, Colerain agrees to issue InTown a revised verification letter ("Revised Verification Letter") confirming the status of the Property in substantially the same form as the document attached hereto as Exhibit 4 on the Effective Date.

4. **APPLICABLE TAXES.** The Parties agree to follow all applicable local, state, and federal tax laws. The Parties agree that since InTown operates as an extended-stay hotel, the Colerain Lodging Excise Tax set forth in Colerain Township Resolution No. 34-13 is applicable to InTown. Accordingly, pursuant to the Colerain Lodging Excise Tax Regulations, InTown is an operator who shall charge, collect, and remit the Colerain Lodging Excise Tax of 3% on all transactions paid by transient guests who utilize the lodging of InTown. The Parties also acknowledge that the Colerain Lodging Excise Tax Regulations passed via Colerain Township Resolution No. 34-13 provide for exemptions and/or refunds as to such Colerain Lodging Excise Tax.

5. **APPEAL.** Upon InTown's receipt of the Revised Verification Letter, InTown will withdraw its pending appeal to the Colerain Township Board of Zoning.

6. **MUTUAL RELEASE.** In consideration of the commitments set forth herein, the Parties and their present and former representatives, managers, members, officers, agents, affiliated companies, subsidiaries, authorities, trusts, trustees, servants, predecessors, successors, and/or assigns ("Released Parties") hereby fully and irrevocably releases, acquits, and forever discharge the other Released Parties for, from and against any and all past, present and future claims, disputes, demands, actions, causes of action, debts, suits, damages, liabilities, obligations, controversies, losses and expenses, of any and every kind and nature whatsoever, which the Released Parties or any person claiming by, through or under them ever had, now has or may have in the future against the other Released Parties arising out of or related to the topics addressed in this Agreement. Out of an abundance of clarity, Colerain hereby releases InTown with respect to the violations stated in the Verification Letter and for any lodging excise tax obligations on or before the Effective Date of this Agreement. This Agreement does not include, and the Parties expressly reserve the right to pursue, any claim for the enforcement of the terms of this Agreement. This Agreement in no way affects the ability of Colerain Township to enforce its Zoning Resolution, Property Maintenance Code, or any other Township Resolution on the InTown Property located at 7451 Colerain Avenue, Cincinnati, Ohio, 45239. This Agreement also in no way affects, limits or restricts the owners of the InTown Property located at 7451 Colerain Avenue, Cincinnati, Ohio, 45239 from seeking further amendments (minor or major), variances, use changes, etc., to the Planned Unit Development currently in place as of the Effective Date of this Agreement.

7. **NOTICE.** The Parties agree to provide notice via email and certified mail to the following addresses for the purposes of compliance with this Agreement:

Colerain:

InTown:

8. **NO ASSIGNMENT.** The Parties represent and warrant that they have not assigned, voluntarily or involuntarily, any claims, rights, title, damages, benefits, or interests in any pending litigation to any other person or entity.

9. **FUTURE ASSIGNMENT AND EVENT OF SALE.** This Agreement, and the rights and obligations arising hereunder may not be assigned by either party without the prior written consent of the other party, which may be not be unreasonably withheld, conditioned or delayed; provided however that nothing herein shall prevent InTown or its affiliates from selling, transferring or otherwise disposing of the InTown Property or the direct or indirect equity interests in InTown to an unrelated third party ("Sale Event"). Upon a Sale Event, this Agreement shall terminate with the exception of Sections 6-14.

10. **INJUNCTIVE RELIEF.** The Parties shall have the right to obtain injunctive relief to assist it in enforcing the terms of this Agreement.

11. **ATTORNEYS' FEES.** Notwithstanding anything to the contrary herein, in the event a party hereunder takes legal action against the other hereunder to enforce compliance with any of the terms, covenants, or conditions of this Agreement, or for damages for breach of this Agreement, the prevailing party by way of court decision shall be reimbursed by the other for all reasonable attorneys' fees, costs and disbursements incurred by the prevailing party in connection therewith.

12. **ENFORCEMENT.** If any provision of this Agreement or the application thereof to any Party or circumstance ("Unenforceable Term") shall be invalid or unenforceable to any extent as to one party, the Unenforceable Term shall be invalid or unenforceable as to all Parties. Nevertheless, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. **SEVERABILITY.** If any court of competent jurisdiction determines any provision of this Agreement to be invalid, illegal, or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

14. **GOVERNING LAW, DISPUTE RESOLUTION.** This Agreement shall be governed by and construed according to the laws of the State of Ohio without regard to any otherwise applicable principles of conflicts of laws.

15. **MUTUAL AGREEMENT.** The Parties hereto agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and provisions are not to be construed more liberally in favor, or more strictly against, any party. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if it had been prepared by all of the Parties. Each of the Parties hereto has read this Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to its subject matter in the provisions of this Agreement, and all of the matters pertaining hereto as each of the respective Parties deem necessary or desirable.

16. **SURVIVAL.** The representations, warranties, acknowledgements, and agreements set forth herein shall survive the date of this Agreement and execution of documents required by the Agreement.

[REMAINDER OF PAGE LEFT BLANK]

COLERAIN TOWNSHIP ZONING BOARD


By: Jeff Weckardt

Dated: 7/14/23

* Subject to approval by Board of
Trustees of Colerain Township

INTOWN SUITES COLERAIN, LLC


By: Melinda K. Banks

Dated: 7/14/2023

Signature effective upon approval
by Colerain Township Board of
Trustees

InTown Suites Property Visit

Date: June 7, 2023

Address: 7451 Colerain Avenue, Cincinnati, Ohio 45239

Attendees: Scott Sollmann (Colerain), Melinda Banks (InTown), Chris Wilson (InTown),
Kristina Dahmann (Ice Miller – InTown), Sara Sams (Ice Miller – InTown)

	Item	Colerain	InTown
1.	Unpermitted increase in density of use	HA	mkB
2.	Unpermitted use as a use other than was permitted		mkB
3.	Emergency Vehicle Access – North Side of Building	HA	mkB
4.	Emergency Access Way – South Side of Building	HA	mkB
5.	6 non-permitted temporary storage containers/dumpsters	HA	mkB
6.	Non-permitted reduction of required/approved parking spaces	HA	mkB
7.	Repair Driveway	✓	mkB
8.	Repair the Chain Link Fence	✓	mkB
9.	Repair Missing and/or Damaged Siding on Building	✓	mkB
10.	Repair all Damaged Shingles on the Roof	✓	mkB
11.	Repair/replace all Damaged Windows that Allow Moisture	✓	mkB
12.	Remove all Rubbish and Garbage around Dumpster Area	✓	mkB

Any changes in information must be submitted within 30 days to:

Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us

Ohio Administrative Code 1301:7-7-01(R)(3)(d) OFC 118.3.4 requires that the most current license issued to a hotel or SRO facility shall be kept in the office of such hotel or SRO facility and produced for review when requested by the fire code official or displayed in a conspicuous and public manner therein.

Mike DeWine
Governor

State of Ohio
Department of Commerce
Division of State Fire Marshal

Sheryl Maxfield
Director

46.31.0154

Extended Stay Hotel / Motel License
Effective Date: 01/01/2023 Expiration Date: 12/31/2023

7451 COLERAIN AVE
CINCINNATI, OH 45239-5307

INTOWN SUITES COLERAIN

INTOWN SUITES COLERAIN LP

has met the requirements of the law, is duly registered, and is entitled to conduct business and operate a hotel in the State of Ohio in accordance with ORC 3731.03 (A) and ORC 3731.03 (B) at the address listed above.
Total Rooms: 133 with Extended Stay Rooms Listed Below:
ALL ROOMS EXTENDED STAY



Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068

INTOWN SUITES COLERAIN
980 HAMMOND DR STE 1400
ATLANTA, GA 30328-8144

Guest Registration Agreement

Arrival Date: _____ Room Number: _____
 Guest Name: _____ Folio #: _____
 Street Address: _____ Date of Birth: _____
 City, State, Zip: _____ Driver's License State: _____
 Vehicle Make/Model: _____ ID #: _____
 Vehicle Tag Number: _____
 Email: _____ Adults / Children: /
 Company / Employer: _____ Phone Number: _____
 Company Address: _____
 Company City, State, Zip: _____

Guest Registration Agreement:

Maximum occupancy for each one-bed suite is three people. Maximum occupancy for each two-bed suite is four people. At no time may minor children be left unattended. Room charges are due and payable in advance. Rooms are only rented by the week or any longer purchased period of stay agreed to by the parties.

I understand that no pre-paid room charges will be refunded if I stay less than the purchased period of stay. The registered primary guest and all additional guests are jointly and severally liable for all room charges and this does not release any guest occupying the room from his/her obligations for payment. The registered primary guest will also be responsible for ensuring any and all additional guests or invitees adhere to all policies contained in this Guest Agreement. Payments for room charges can be made by the additional registered guest but the return of any deposit can only be received by the registered primary guest on the room. The registered primary guest retains all rights to remove room access privileges for any and all additional guests by contacting the front office and revoking this authorization in writing. All guests occupying the room must be registered with the front desk. At no time may the number of additional guests exceed the maximum occupancy for the room type outlined above.

A damage deposit of up to \$50.00 may be charged at check in for cash paying guests ("Guest" is defined hereafter as both the registered primary guest and any and all additional guests). Guests paying via credit card will not be charged a cash deposit but will be required to place a credit card on file to cover the costs of any damages found in the room after it has been vacated. Guest hereby authorizes Management to deduct the cost of any and all damages to the room from the cash damage deposit, if any, or Guest's credit card on file. Guest agrees to immediately report any room damage, leaks, unsafe or uninhabitable conditions to Management. If the damage deposit does not cover the damages, Management, ("Management" is defined hereafter as InTown Suites Management, Inc.) reserves the right to, and will, bring charges against the Guest. The damage deposit is refundable to the Primary Guest named on the room only if: the room is left in a clean rentable condition, and the keys are returned and the room vacated by 12:01 p.m. on the last day of the rental period. If you are entitled to a deposit refund and do not collect it within 15 days of move-out, it is forfeited.

An additional technology fee, which may vary from time to time, will be added to your stay at check-in and/or renewal. The charge for a lost key is \$10.00. The charge to have your door opened is \$10.00. There will be an additional renewal fee if a guest renews after move-out time. There is a \$50 "late move-out" charge if the guest does not vacate room by the prescribed move-out time. If items are left in room after move-out Management will hold the items for 30 days before disposal, with the exception of perishable items, which will be disposed of immediately. Guest agrees that Management is not responsible for damage or theft of any personal property brought on premises. Guest shall indemnify Management against all liability arising during the rental term from injury to person or property occasioned wholly or in part by any act or omission of Guest or Additional guest. Guest acknowledges and agrees that if payment has not been received in full by 12:01 p.m. on the due date, Guest will vacate the room on demand, and thereafter management shall have the right to enter occupant's room for cleaning, remove any personal property remaining, and the room will be rented to another party at Management's convenience.

All other notices of default or demand for payment are waived by Guest. Guest agrees that Management shall have a lien upon, security title to and a security in all furniture, machinery, equipment, consumer goods, and other personal property of the Guest brought upon Managements property (the ""Collateral"" to secure the

performance of all Guest's obligations hereunder if Guest fails to pay room or other charges due hereunder, or otherwise defaults with respect to any provisions of this Agreement. Guest shall not without Management's permission remove, sell, or otherwise dispose of any of the Collateral and Management shall have the right to take possession of the Collateral, and Management may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect at that time in this state or otherwise available to Management. Any notice of intended disposition of Collateral required by applicable law shall be deemed reasonably and properly given if delivered personally to Guest or if mailed by first class mail, postage prepaid, to the Guest's address set forth above. The remedies provided for herein shall be in addition to all other rights and remedies of Management under this Agreement and under applicable law.

Guest acknowledges and agrees that this rental does not establish a permanent residence. The Guest also agrees that they are moving out at the end of each rental period and will be moving in only if Management accepts payment for a new period. The term of the Guest's stay is one period, as defined herein, regardless of whether or not the Guest's belongings have been removed from the room. In the event Guest fails or refuses to promptly vacate the room, Management reserves the right to remove the Guest or take legal action to recover possession from Guest and Guest shall be responsible for any and all expenses including attorney's fees and Court cost incurred in effecting the removal. There shall be no refund of Guest room charges or deposit in the event of termination of Guest's room rental for any violation of this Agreement or the rules. The Guest does not have the right to use or possess the room beyond the period herein or subsequently agreed upon. Subsequent periods may be agreed upon from time to time between the parties hereto.

Management reserves and Guest grants the right to enter and inspect a room at any time. Management reserves the right to require Guest to move rooms for any reason upon giving the guest 48 hours' notice. Management reserves the right to relocate Guest immediately and without 48 hours' notice if Management deems a guest room unsafe or uninhabitable. This agreement shall be governed in accordance with the laws of the state in which the property is located. Guest hereby consents that venue with respect to any actions or proceeding arising out of this Agreement or Guest's occupation of the premises shall lie in the laws of the state in which the property is located. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. I have read, understand and agree to the above.

Management provides Internet access for its guests. Guest agrees to comply with Managements Internet Use Policy which can be found here: <https://www.intownsuites.com/terms/> By signing the pin pad, Guest agrees to and is signing this Agreement. By signing the pin pad, guests further authorizes Management and third party service providers hired by Management to access their personal information. Such third-party providers are not to use the information to which they are granted access except for the purpose for which they were selected to work with Management (or as required by law). For full privacy policy details, visit our website at:

<https://www.intownsuites.com/privacy-policy-2/>

The following acts are strictly prohibited and will result in termination of occupancy, removal from the property and forfeiture of deposit:

- Pets of any kind on premises (assistance animals are allowed)
- Any illegal activity by Guest or additional Guests
- Internet abuse (see our Internet Use Policy at www.InTownSuites.com)
- Firearm or weapon possession on property
- Harassment, threats or disturbing conduct by Guest/additional Guests toward other guests or employees
- Unsanitary living conditions/trashing your room
- Hanging any item from or interfering with sprinkler heads or devices
- Tampering with, disabling or destroying smoke detectors, fire extinguishers or other safety devices
- Burning candles, incense, or any other products in the room
- Damaging walls or any structure of the room (nail holes, etc.)
- Causing damage to any property belonging to InTown Suites
- Leaving a minor child unattended
- Leaving trash or other debris in common areas
- Loitering by Guests or additional Guests or their invitees
- Parking utility trailers on lot in unauthorized areas
- Unregistered guests occupying room
- Large parties, loud music or actions that disturb other guests
- Feeding of stray animals
- Operating grills or outside barbecues or creating other fire hazards
- Using bicycles, skates or skateboards on the walkways or in the parking lot
- Failing to wear a shirt and shoes whenever outside your room
- Consuming alcoholic beverages outside room
- Smoking in unauthorized areas or disposing of cigarettes or ashes in an unsafe manner
- Washing, repairing or advertising the sale of vehicles on the property
- Sunbathing
- Disturbing other guests or potential guests
- Causing conditions or situations that adversely affect potential guests' impression of InTown Suites
- InTown Suites is committed to the health and safety of its guests. InTown Suites considers marijuana to be an illegal drug in accordance with the United States Controlled Substances Act. InTown Suites prohibits the use of marijuana on InTown Suites property, including in the room, common area(s), or parking lot, as permitted by applicable federal, state, and local law. This prohibition extends to both smoking and non-smoking rooms on InTown Suites property.

INTOWN SUITES OFFERS LODGING WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, FAMILY STATUS, OR DISABILITY. HOWEVER, PLEASE BE ADVISED THAT INTOWN SUITES DOES NOT HAVE APPROPRIATE LICENSING OR SUFFICIENT STAFFING TO PROVIDE MEDICAL, NURSING OR RESIDENTIAL CARE TO ITS GUESTS. IN ADDITION, INTOWN CANNOT PROVIDE ITS GUESTS WITH SERVICES OF A PERSONAL NATURE, INCLUDING ASSISTANCE IN EATING, TOILETING, DRESSING OR SIMILAR IN-ROOM PERSONAL SERVICES.

You are requested to digitally sign documents in connection with your stay at our facility. To sign a document electronically, sign your name on the pin pad on the line provided.

When you have completed a document that requires your digital signature, you may request a printed copy of your document by asking an InTown Suites representative.

To request to sign these documents via paper or to withdraw your consent, please press cancel and ask the InTown Suites representative. To consent to signing these electronically, please click "okay".

Guest Signature: _____

Date: _____

[INSERT MUNICIPAL LETTERHEAD]

Date: _____, 20__

NDDS, a Division of American Surveying & Mapping, Inc.
 3191 Maguire Blvd., Suite 200
 Orlando, FL 32803

PARCEL NUMBER:	510-0071-0554-00
PROPERTY ADDRESS:	7451 COLERAIN AVE. CINCINNATI, OH, 45239
JURISDICTION:	Colerain Township, Hamilton County, Ohio
CURRENT USE:	Hotel

To Whom It May Concern:

In response to your request for information regarding the above-reference property, we have researched our files and present the following:

1. Zoning Use:

A. The current zoning designation/classification of the subject property is
Planned Development - Business.

2. According to the zoning ordinances and regulations of this jurisdiction, the use of the subject property is:

- ☒ Permitted Use by Right.
☐ Permitted Use by Special/Specific Use Permit (see comments, or attached approval documentation).
☐ Permitted Use by Conditional Use Permit (see comments, or attached approval documentation).
☐ Legal Non-Conforming (use was existing prior to the adoption of the zoning ordinance/code).
☐ Non-Permitted Use.

3. Adjacent property zoning designations*:

North: R-7 / B-2 / B-3
 South: R-7 / B-3
 East: B-3
 West: R-7

*(please attach a zoning map of the jurisdiction)

4. Conformance - per current zoning ordinances and regulations applicable to the subject property, the current structure(s) is:

- ☒ Legal Conforming (complies with, or is otherwise exempt from, applicable zoning regulations, including parking)
- ☐ Legal Non-Conforming (does not meet the current zoning requirements due to amendments, re-zoning, variance granted or other changes, see comments)
- ☐ Grandfathered (developed prior to the adoption of the zoning code/ordinance)
- ☐ Non-Conforming (see comments)

Comments: _____

5. Information regarding variances, resolutions, special permits/exceptions, ordinances, site plans, planned unit development restrictions or other conditions that apply to the subject property:

- ☐ There does **NOT** appear to be any variances, resolutions, special permits/exceptions, ordinances, site plans, planned unit development restrictions or other conditions that apply to the subject property.
- ☒ The following apply to the subject property (see comments)*:
- | | |
|---------|--------------------------------------|
| _____ | Variance |
| X _____ | Resolution |
| _____ | Special Permit/Exception |
| X _____ | Ordinance |
| X _____ | Site Plan |
| X _____ | Planned Unit Development Restriction |

Comments: _____

***PLEASE PROVIDE COPIES**

6. Code Violation Information:

- ☒ There do **NOT** appear to be any outstanding/open zoning, building or fire code violations that apply to the subject property.
- ☐ The following outstanding/open _____ zoning/ _____ building/ _____ fire code violations apply to the subject property:

Comments: _____

7. In the event of a casualty, in whole or in part, the structure located on the subject property:

- ☒ May be rebuilt in its current form.
- ☐ May not be rebuilt in its current form, except upon satisfaction of certain conditions, limitations or requirements.

Comments: _____

8. Are there any plans for road construction that would result in condemnation or taking of the right-of-way from the subject property?

☐

There do **NOT** appear to be any plans for road construction that would result in condemnation or taking of the right-of-way from the subject property.

☐

There does appear to be any plans for road construction that would result in condemnation or taking of the right-of-way from the subject property.

Comments: *Please contact the Ohio Department of Transportation.

9. Certificate of Occupancy Status:

☒

A valid certificate of occupancy has been issued for the subject property. (copy attached)

☐

A valid certificate of occupancy has been issued for the subject property on _____; however, we are unable to locate a copy in our records. The absence of a certificate of occupancy will not give rise to any enforcement action affecting the property.

☐

Certificates of Occupancy for project constructed prior to the year _____ are no longer on file with this office. The absence of a certificate of occupancy will not give rise to any enforcement action affecting the property.

☐

A Certificate of Occupancy is not required for the subject property.

Comments: _____

10. Site Plan:

☒

A site plan has been approved for the subject property and is attached

☐

A site plan has been approved for the subject property but is not available electronically

Comments: _____

11. Is the municipality aware of any condemnation proceedings or road widenings/takings which affect the property? Unknown to Colerain Township Planning & Zoning.

ZONING AUTHORITY:

Colerain Township, Hamilton County, Ohio

Print Name: Jarrold Alig

Title: Zoning Administrator

Phone Number: 513-385-7505

Email Address: Jalig@colerain.org

ZVL2023-003

Property Owner:

Intown Suites Colerain LP
2727 Paces Ferry Rd
II-1200
Atlanta GA 30339

Parcel #	Address	Acreage
510-0071-0554-00	7451 Colerain Ave. Cincinnati, OH, 45239	2.257

(Property information as provided by the Hamilton County Auditor's Website)

Zoning District Classification:

The parcel is zoned "PD-B" Planned District – Business, the specifics of this particular district were established by the Colerain Township Board of Trustees within Resolution 45-97.

Non-Permitted Use(s)

None.

Violations

None.

Findings

It is the finding of the Zoning Administrator that (a) the use of the Property as a hotel is a permitted use, and (b) an updated final Zoning Report reflecting (1) that the use of the Property is legal conforming or legal non-conforming and (2) that there are no legal proceedings pending with respect to zoning violations at the Property.

Should any additional information be required regarding this zoning verification request, please do not hesitate to contact me at 513-923-5010 or at jalog@colerain.org.

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Resolution to Adopt Policy Change - 1.7 Colerain Township Insurance Policy
Recommend ADOPTION of the Resolution.

Rationale:

This policy does not specifically outline a situation where a dependent child and/or spouse who is eligible for health care coverage is also employed by the Township. The spirit, or intent, of the policy is to reduce the burden of healthcare costs on the Township. In these two scenarios, where the dependent child and/or spouse both work for the Township, the policy should specifically state that Township employees should not be receiving the waiver benefit and should only apply to spouse coverage for plans outside of the Township.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING INSURANCE POLICY 1.7 UPDATE

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

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

WHEREAS, the attached policy has been updated to reflect changes indicating the
intention of reducing healthcare burden to the Township; and;

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

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

1. The attached Insurance Policy 1.7 be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this _____ day of _____, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer



1.7 COLERAIN TOWNSHIP INSURANCE POLICY

PURPOSE

Colerain Township offers full-time employees medical benefits in order to comply with Federal law and to remain competitive with outside employers.

MEDICAL INSURANCE

The Township will provide medical insurance through a high deductible health plan to full-time employees with the township paying a percentage of the premium costs depending on whether employees choose Platinum or Gold Plan. Employees who choose Platinum Plan coverage will pay 20% of the coverage cost, while the Township will pay 80% of the premium costs. Employees who choose the Gold Plan are provided options that range from 0% to 30% employee contribution. Eligible employees may choose any of the Township offered Health Care plans. Spousal coverage isn't provided for part-time employees that are eligible for healthcare. Part time employees are not eligible to receive the MERP if spouse has other insurance or the waiver stipend if insurance is not elected.

Part-time Fire Department employees working more than 1500 hours and less than 2076 hours per year may participate in the Gold Plan coverage for the employee and/or the employee/children level of coverage. Spousal coverage isn't provided for part-time employees that are eligible for healthcare.

Health Savings Account

1. On the first business day of the plan year, the Township will make a biannual contribution to the Health Savings Account of all eligible full-time employees participating in the Medical Insurance program depending on the Health Care plan selected. The HSA rates will be set annually and provided to employees in advance of their benefits selections. These rates are subject to change.
2. Employees hired after the first business day of the plan year, the Township will make a prorated HSA contribution on behalf of the employee.

Dental Insurance

The Township will provide dental insurance to full-time employees with the township paying 80% of the premium costs.

Vision Insurance

The Township will provide vision insurance full-time employees with the township paying 80% of the premium costs.

Life Insurance

The Township will provide a group life insurance policy to all full-time employees with a face value of \$50,000.

CASH PAYMENT IN LIEU OF BENEFITS

Colerain Township currently offers a cash payment to employees in lieu of benefit elections in order to mitigate the overall costs to provide Health Insurance for Township employees. Employees who elect to not enroll in healthcare coverage will receive an annual stipend of \$2,600 paid semi-monthly. In order to be eligible to receive this stipend, employees must certify that they have existing alternative insurance available to themselves through a spouse or other source **outside of the Township's own policy. This policy does not apply to employee's dependent child(ren) who elect to enroll in coverage through their own employer.** This section is intended to comply with all federal and state rules and regulations, specifically the Affordable Care Act and ORC 505.603.

COBRA / LEAVE OF ABSENCE

When an eligible employee receives approval for a leave of absence without pay, the employee is required to pay his or her portion of the monthly benefit premium in order to retain coverage, in accordance with applicable laws for COBRA benefits. Failure to pay the required portion of the premiums will result in cancellation of benefits. This section also applies to employees who are on a leave of absence related to a worker's compensation injury.

COBRA affords employees and their currently covered families an opportunity to extend their employer health care coverage upon termination of employment, loss of coverage due to a reduction in work hours, or failure to return from FMLA. Federal COBRA rules determine how long an individual is entitled to this benefit. The individual enrolled in COBRA benefits will be required to cover both the employee and employer share of the health care costs. Failure to make these payments will result in a cancellation of coverage.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Resolution to Adopt Policy Change - 1.8 Colerain Township MERP Policy
Recommend ADOPTION of the Resolution.

Rationale:

This policy does not specifically outline a situation where a dependent child and/or spouse who is eligible for health care coverage is also employed by the Township. The spirit, or intent, of the policy is to reduce the burden of healthcare costs on the Township. In these two scenarios, where the dependent child and/or spouse both work for the Township, the policy should specifically state that Township employees should not be receiving the MERP benefit and should only apply for spouse coverage for plans outside of the Township.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING MERP POLICY 1.8 UPDATE

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

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

WHEREAS, the attached policy has been updated to reflect changes indicating the
intention of reducing healthcare burden to the Township; and;

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

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

1. The attached MERP Policy 1.8 be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this _____ day of _____, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

1.8 COLERAIN TOWNSHIP MERP POLICY

POLICY

Costs to provide health care to Township employees have risen drastically over several years. In order to try to reduce and/or control these costs, the Township offers a Medical Expense Reimbursement Program as an offset to no longer offering coverage to spouses who are able to obtain coverage through their own employer. This policy outlines the current Township MERP program and defines the criteria by which an employee's spouse is eligible to enroll in Township provided health care. **This policy does not apply to employee's dependent child(ren) who elect to enroll in coverage through their own employer.**

MERP

Colerain Township medical plans do not cover employee's spouses who are eligible for credible medical coverage through their employers (**not including a Township sponsored policy**), or that would be eligible for coverage in the absence of coverage under Township medical plans. The spouse must enroll in that coverage as they are not eligible to participate in any Colerain Township medical plans. This policy does not apply to vision, dental, or life insurance coverage. Employee's whose spouse does not have eligible health care coverage from an outside source will be eligible to enroll in the Township's health care plan.

To be considered credible medical coverage, the spouse's employer must pay at least 50% of the cost of the spouse's available medical plan. The plan must also have a deductible at or lower than \$5,950 for individuals or \$11,900 for families and meets all other Health Care Reform requirements, other than Limited Medical (mini-meds) plans, and where the employer pays at least 50% of the cost of coverage.

This policy is in place to reduce the overall health care burden of the Township. Savings will be realized due to the fact that employee spouses will utilize their employer's health care coverage for primary care. This should reduce the total number of claims that affect Colerain Township's annual health care renewal rates.

As an offset to the costs associated with this policy, the Township will offer a Medical Expense Reimbursement Plan (MERP) **for employees whose spouse is enrolled in their employer's coverage (not including a Township sponsored policy).**

CONSENT ITEMS

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Contract - HealthWorks - Biometric Screening - \$300
Recommend approval of all consent items.

Rationale:
This contract will cost a maximum of \$300 and is dependent on employee participation. For example, if more than 12 employees participate, the cost drops to \$150. This contract is to provide biometric screenings for employees as part of the employee wellness program.

Proposal for Colerain Township





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

Enclosed you will find the following documents:

1. **Service Estimate** - List of Services and Applicable Pricing (acceptance required). **This quote is based on an estimated number of participants and subject to change. Note: the following additional fees *may* apply based on the scope of the project: Staff fee (over/under staffing or not meeting minimum participation requirement) and/or Travel fees, *if applicable*.**
2. **Service Agreement** - A description and terms of services. Please take a moment to review, some additional fees may apply and will be outlined in this agreement (acceptance required).
3. **Eligibility Template** (an attachment) - Please complete the entire excel template and e-mail back to me. Please return this via a secure method. If you do not have access to a secure server, please let me know and I can assist you.
4. **EEOC documents** (2 attached) - The EEOC Final Ruling on Wellness Programs is for your files/information only. The Employee Notice is what you will distribute to your employees, if applicable.

If you need more information regarding the EEOC ruling please click on the link below.

<https://www.eeoc.gov/laws/regulations/ganda-ada-wellness-final-rule.cfm>

Service Estimate

Service Estimate	Price	QTY	How Billed	Subtotal
Biometric Screening-Finger Stick w/ A1-C - ANTHEM Includes lipid panel, glucose, blood pressure, height, weight, waist, BMI and A1C. HealthWorks will file as preventive claim with Anthem for all participants on the company plan. We will bill the client for rejected claims. Cost is \$68 per participant.	\$0.00	12	Per Participant	\$0.00
Biometric Screening - (10-24 screening participants)	\$150.00	1	Flat Fee	\$150.00
Additional Fees May Apply- See HealthWorks Agreement Below Flu pricing was sent in separate contract	\$0.00	1	Flat Fee	\$0.00
				\$150.00

JW

Total

\$150.00



SERVICE AGREEMENT

Before we get started you need to:

- Review the HealthWorks Service Agreement (and initial where prompted)
- Sign below to accept this Proposal and the HealthWorks Agreements
- Return the Eligibility Template ASAP

1. Event Details:

Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify HealthWorks at least 7 days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the *projected* participation and the *actual* participation).

JW

<u>Event Date</u>	<u>Location</u>	<u>Estimated Participants</u>	<u>Event Time</u>
9/27/23	4200 Springdale Road Colerain, OH 45251	12	7:00am - 9:00
			Flu: 7:30am - 8:30am

JW



Description and Terms of Services

2. Services to be rendered:

HealthWorks will provide adequate staff for conducting biometric health screenings and/or health awareness programming as described in the original proposal.

3. Minimum Participation Requirement:

HealthWorks requires a minimum of 25 participants scheduled consecutively or additional fees will apply:

Fees for Events With <25 Participants

JW

# of Participants	Additional Charge
1-9	\$300.00
10-24	\$150.00

- *Note: participants who elect biometrics only (ht., wt., waist, BP) will NOT be applied to the minimum requirement.*

4. Marketing Toolkit:

HealthWorks will provide the following: 1) checklist for rolling out health screening event; 2) excel template for client to populate a list of all benefit-eligible health screen participants (MUST be returned by requested date on checklist); 3) promotional flyer to be circulated by Client to its employees.

5. Scheduling (for biometric screening event): Please note additional fees that may apply.

- **HealthWorks online appointment scheduler:** This is the preferred scheduling method. HealthWorks will create a link on HealthWorks website (www.cincyhealthworks.com) to allow Client's employees to schedule their screening appointments online. Client's employees may also choose to call HealthWorks directly (513-751-1288) to schedule an appointment.

6. Corporate Reporting/Wellness Program Recommendations: Upon completion of Health Screening event, HealthWorks will (only applicable with groups of 25+) provide a Corporate Health Data Report that includes aggregate biometric values. For additional reporting requests, a \$50/hour fee may apply.

7. Results Delivery: For a venipuncture screening, results will be available on the HealthWorks Elevate Portal 24-48 hours following the screening. For finger stick screenings, results will be hand delivered to the participant at the event and results will be entered in the HealthWorks portal for online viewing.

8. Offsite Screening (Physician or LabCorp): Collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$20, Physician \$12). Set up fees may also apply for PCP campaign only clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data.

9. Travel/Expenses (If Applicable):

- HealthWorks will invoice Client for mileage for any job that is ≥ 40 miles from the closest HealthWorks regional office. Rate is based on current IRS allowable rate/staff member.

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.

Hotel Charges

- Hotels charges will be billed directly to client (Note, this does not include incidentals)
- Pre-event: as required for jobs with travel and a start time before 8:30am
- Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)

Miscellaneous Fees:

- Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- For screening events with start times of 6:00am or earlier – OR – end times after 6:00pm, a \$50 fee will be charged per HealthWorks staff member.
- Weekend Event Charge: an additional \$50 per HealthWorks staff member will be charged for weekend screenings.

10. Cancellation / Date Change Policy:

Client agrees to the following cancellation fees:

- A \$300 cancellation fee will be charged for all screening events cancelled within 7 days of the confirmed date.
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 days of the confirmed date.
- Change of screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event. If HealthWorks needs to send staff from a different region to accommodate new date as the results of the client changing original date, then additional travel fees may apply.

JW

11. Insurance:

HealthWorks has agreements with many insurance carriers and will file claims for Clients' employees if these carriers are the employees' primary (not a secondary) insurance. HealthWorks does not accept Medicare or Medicaid. HealthWorks shall maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.

12. Uninsured / Rejected Claims:

HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan. (Please note: HealthWorks is unable to file Anthem Pathways claims.) Rejected claim or uninsured participant pricing:

- Venipuncture (no A1-C) = \$50
- Venipuncture w/A1-C = \$63
- Finger Stick (no A1-C) = \$55
- Finger Stick w/ A1-C = \$68

JW

13. Terms:

Payment due within 10 business days of receipt of invoice.

13. Privacy:

HealthWorks agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

14. Payment Terms:

Payment due within 30 days of invoice.

Colerain Township

Signature:

Jeff Weckbach

Name: Jeff Weckbach

Title: Administrator

Date: 07 / 06 / 2023

HealthWorks

Signature:

Denise Flickner

Name: Denise Flickner

Title: Founder & CEO

Date: 07 / 06 / 2023

Signature Certificate

Reference number: C5AXQ-P3WHH-EHEXL-PDVYC

Signer

Timestamp

Signature

Renetta Edwards

Email: redwards@colerain.org

Shared via link

Sent:

06 Jul 2023 15:19:18 UTC

Viewed:

06 Jul 2023 15:22:57 UTC

Signed:

06 Jul 2023 15:31:13 UTC

Jeff Weckbach

IP address: 66.161.212.226

Location: Cleves, United States

Document completed by all parties on:

06 Jul 2023 15:31:13 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Contract - Clarke Contractors - Groesbeck Park Restroom Restoration - \$7,424.22
Recommend approval of all consent items.

Rationale:
Contract to restore the Groesbeck Park restrooms from vandalism.



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 19 day of Jul, 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 Tiphannie Mays who's property is located at

8296 Clara 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 8296 Clara 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 5 weeks (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 3 weeks (21) days or before September 15th, 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 \$ 7,424.22 in cash ("Contract Price"), subject to additions and deductions in accordance with paragraph 4.

Payment shall be made as follows:

\$ 3,712.11 due prior to commencement of Work

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

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

\$ 3,712.11 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.

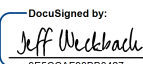
12. Limitation on Contractor's Liability; Owner's Indemnity. Owner acknowledges that Contractor shall not be liable for any damage to the property caused by the event necessitating this Agreement, including (without limitation) any mold or fungus which may be found in the home if the property had received 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.

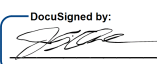
OWNER:

DocuSigned by:

 Signature

Jeff weckbach

Printed Name

CONTRACTOR: **Clarke Contractors, Inc.**

DocuSigned by:

 By

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.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - From Kevin and Barb Keegan - \$50.00 (Kroger Gift Card)
Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a \$50.00 donation from residents Kevin and Barb Keegan in appreciation of service and aid rendered.



Thank you firehouse 25 for
all of your help - we are so
grateful that you are here for
us! Now - get some grub!

Kevin & Barb Keegan
Zocalo Dr

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - \$100.00
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$100.00 donation from Mr. William Ostmann in appreciation of the department's service.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

New Hire - Police Officer - Police Department - Melissa Abell - \$40.38/hour
Recommend approval of all consent items.

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

The wage for this job is \$40.38 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on July 26, 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 7/25/2023

Job Code: 139 – Uniformed Police Officer Position Number: 4022 - Uniformed Police Officer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Melissa Abell

Hourly rate: \$40.38 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 07/26/2023 Eligibility Date: 07/26/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

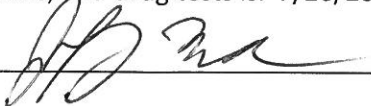
Signature: _____

Date: 7/14/2023

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: 7/26/2023

Administrator Signature:  _____

Date: 7/14/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Alex Meloy, Mike Mondillo, Jake McElvogue

Interview dates: 6/15/2023

Number of applications: 125

Number of candidates interviewed: 80

CONSENT ITEMS

Department: Police

Department
Director:

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

New Hire - Police Officer - Police Department - Kellen Lyons - \$37.50/hour

Recommend approval of all consent items.

Rationale:

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

The wage for this job is \$37.50 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on July 26, 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 7/25/2023

Job Code: 139- Uniformed Police Officer Position Number: 4068- Uniformed Police Officer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Kellen Lyons

Hourly rate: \$37.50 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 07/26/2023 Eligibility Date: 07/26/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

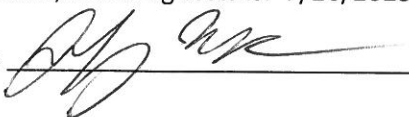
Signature: _____

Date: 7/14/2023

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: 7/26/2023

Administrator Signature:  _____

Date: 7/14/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Alex Meloy, Mike Mondillo, Jake McElvogue

Interview dates: 6/15/2023

Number of applications: 125

Number of candidates interviewed: 80

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

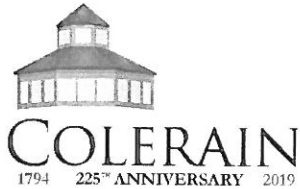
New Hire - School Safety Officer - Police Department - Andrew Davis - \$35.00/hour

The position of School Safety Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Andrew Davis.

The wage for this job is \$35.00 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on July 26, 2023.

Rationale:

Recommend approval of all consent items.



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 7/25/2023

Job Code: 153 – School Safety Officer Position Number: 4114- School Safety Officer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Andrew Davis

Hourly rate: \$35.00 Employee Supervisor: Lt. Jamie Penley

Min/Max hours/week: 40

Proposed start date: 07/26/2023 Eligibility Date: 07/26/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

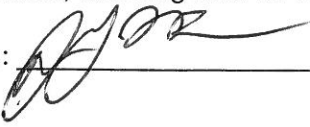
Signature: _____

Date: 7/14/2023

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: 7/26/2023

Administrator Signature:  _____

Date: 07/14/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Alex Meloy, Mike Mondillo, Jake McElvogue

Interview dates: 6/5/2023

Number of applications: 15

Number of candidates interviewed: 5