

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - January 23

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Presentation by Chief Cordie Introducing and Swearing-In Newly Promoted Police Sergeant Nickolas G. Robers.
 - b. Presentation on Hefty Program by Molly Yeager
 - c. Presentation on 2021-2022 Financial Audit
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide Advanced Life Support (ALS) "First-responder" Services in the West College Hill and Golfway Neighborhoods
 - b. Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel No. 510-0280-0008-00 (11865 Colerain Rd - Colerain Township Training Center) to the Colerain Township, Hamilton County CIC, Inc.
 - c. Motion to Purchase Capital Item - 2017 Toyota 8FGU30 Forklift - \$25,000
 - d. First Reading - Resolution Modifying Resolution 109-22 Regulating Nuisance Properties
 - e. Motion to Authorize the Township Administrator to Execute the Attached Memorandum of Understanding with the FOP Gold Unit
 - f. Resolution Declaring Nuisance and Ordering Abatement
 - g. Resolution Declaring a Junk Motor Vehicle - 2411 Bluelark Dr. - 1 of 7
 - h. Resolution Declaring a Junk Motor Vehicle - 2786 Hazelton Ct. - 2 of 7

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- i. Resolution Declaring a Junk Motor Vehicle - 3386 Harry Lee Ln. - 3 of 7
- j. Resolution Declaring a Junk Motor Vehicle - 8526 Neptune Dr. - 4 of 7
- k. Resolution Declaring a Junk Motor Vehicle - 3204 Lapland Dr. - 5 of 7
- l. Resolution Declaring a Junk Motor Vehicle - 3526 Blue Rock Rd. - 6 of 7
- m. Resolution Declaring a Junk Motor Vehicle - 8634 Pippin Rd. - 7 of 7

Public Services

- a. Motion to Approve Letter of Support for Hamilton County Engineer Flood Hazard Mitigation Assistance Project
- b. Motion Accepting 2023 Road Mileage Certification
- c. Motion to Issue a Request for Proposals for the Construction of Outdoor Basketball Courts at 8128 Blanchetta Drive
- d. Motion Authorizing Township Administrator to Execute Agreement with MI Homes for Snow and Ice Removal of Abbeytown Subdivision

Administration

- a. Motion to Issue a Request for Qualifications for Professional Design and Engineering Services
- b. Motion Authorizing the Township Administrator to execute an agreement with the Coleraine Historical Society for the use of designated areas of 4200 Springdale Road for public educational purposes

11. Old Business

- a. Motion Authorizing Township Administrator to Execute Agreement with Transformance Realty and Gossman Group for up to \$80,000

12. Consent Items

- a. 2024- Zix- Microsoft Office 365 licenses- EXP Oct 17, 2024
- b. Donation Acceptance - Department of Fire and EMS - From Knights of Columbus (Mother of Mercy Council 16461) - \$100.00
- c. Donation Acceptance - Department of Fire and EMS - From Hair Max Beauty Supply Northgate - \$50.00
- d. Donation Acceptance - Ten (10) art tables from the Clippard YMCA for the Community Center Art Room
- e. Donation Acceptance - Police Department - Moose Lodge - \$834.80
- f. Promotion - Full-time Firefighter/EMT - Department of Fire and EMS - Patrick Murray - \$22.43 per Hour
- g. New Hire - Police Officer - Police Department - Matthew Richwine - \$38.51
- h. New Hire - Management Analyst Intern - Development Department - Brody



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Smith

13. **Fiscal Office Report**
14. **Executive Session** – if needed
15. **Adjournment**

PRESENTATIONS

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Cordie Introducing and Swearing-In Newly Promoted Police Sergeant Nickolas G. Robers.
No action is requested of the Board.

Rationale:
Chief Cordie will swear-in Police Sergeant Nickolas G. Robers.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Presentation on Hefty Program by Molly Yeager

No action is requested of the Board.

Rationale:

Molly Yeager, an employee of Rumpke, will be present to provide an overview of the new Hefty Program that allows for additional items to be recycled. More information on this program can be found here:

<https://www.hefty.com/products/hefty-renew>

PRESENTATIONS

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Presentation on 2021-2022 Financial Audit

No action is requested of the Board.

Rationale:

Assistant Administrator Jeff McElravy will provide a presentation on the findings of the most recent financial Audit.

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide Advanced Life Support (ALS) “First-responder” Services in the West College Hill and Golfway Neighborhoods
Recommend ADOPTION of the Motion.

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of ALS first-responder services in Springfield Township’s West College Hill and Golfway neighborhoods from Fire Station 26 on West Galbraith Road for one year from January 1 – December 31, 2024. The department will be paid \$350.00 for each emergency medical first response incident in the West College Hill and Golfway neighborhoods.

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

This Agreement (“Agreement”) is made on this ____ day of January, 2024, by and between Colerain Township, Hamilton County Ohio, (hereinafter referred to as “Colerain”) whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 and Springfield Township (hereinafter referred to as “Springfield Township”) whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

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

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

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

**Article I
Term of Agreement**

1. Notwithstanding its execution date, the term of this Agreement shall commence on January 1, 2024 and shall continue, unless terminated pursuant to other provisions of this Agreement, in full force and effect until December 31, 2024.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

**Article II
Services to be Performed Colerain**

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

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

Article III

Professional Standards and Contractor Responsibilities

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

Article IV

Compliance with Applicable Statutes, Ordinances, and Regulations

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

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

Article V Insurance

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

Article VI
Compensation

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

Article VII
Waiver

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

Article VIII
Termination of Agreement for Cause

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

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

Article IX Governing Law

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

Article X Parties Bound

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

Article XI Legal Construction

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

Article XII Complete Agreement/Prior Agreements Superseded

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

Article XIII Notices

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

Article XIV
Authority to Sign

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

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

SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

By: _____

Christopher D. Gilbert
Township Administrator

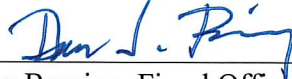
COLERAIN TOWNSHIP
BOARD OF TRUSTEES

By: _____

Jeff Weckbach
Township Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the sum of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), the maximum amount anticipated to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose for the current year and will be lawfully appropriated in future years, and is (or will be) in the treasury or in process of collection to the credit of the Fund #2111-220-370-1104, free from any outstanding obligation or encumbrance.



Dan Berning, Fiscal Officer
Springfield Township

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

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

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel No. 510-0280-0008-00 (11865 Colerain Rd - Colerain Township Training Center) to the Colerain Township, Hamilton County CIC, Inc.

Recommend ADOPTION of the Motion.

Rationale:

Due to issues with the building, the Township has had to vacate operations of EMS training from this location and will be moving these items to the basement of 4200 once the construction is completed.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the ____ day of January, 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____-24
RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED
IN COLERAIN TOWNSHIP AND OWNED BY COLERAIN TOWNSHIP
IDENTIFIED AS PARCEL NO. 510-0280-0008-00 TO THE COLERAIN TOWNSHIP,
HAMILTON COUNTY CIC, INC.

WHEREAS, the Colerain Township Board of Trustees has entered into a contractual agreement with the Colerain Township, Hamilton County CIC, Inc., a community improvement corporation incorporated under the laws of the State of Ohio in Chapter 1724 of the Ohio Revised Code, which contract designates Colerain Township, Hamilton County CIC, Inc. as the agent of Colerain Township for community improvement and economic development pursuant to Section 1724.10 of the Ohio Revised Code; and

WHEREAS, Colerain Township is a limited home rule township; and

WHEREAS, The Board of Trustees, pursuant to Sections 505.701, 503.01, 1724.10, and 5709.73, of the Ohio Revised Code is authorized to purchase real property, for the purpose of transferring that property to the Community Improvement Corporation; and

WHEREAS, the transfer of said property to the Colerain Township, Hamilton County CIC, Inc. will further economic development, employment and the general welfare of the citizens of Colerain Township, Hamilton County and the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES by unanimous vote as follows:

1. The Board hereby determines that the property it owns identified as Parcel No. 510-0280-0008-00 of the records of the Hamilton County Auditor, situated in Colerain Township, Hamilton County, Ohio, and titled in the name of the Colerain Township Board of Trustees is no longer required by Colerain Township for its purposes, and that the conveyance of such parcels to the Colerain Township, Hamilton County CIC, Inc. will promote the welfare of the people of Colerain Township, stabilize the economy, increase economic development, provide employment, and assist in the development of industrial, commercial, distribution and research activities or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision, to the benefit of the residents of Colerain Township, Hamilton County and the State of Ohio.

2. That the conveyance of Parcel No. 510-0280-0008-00 to Colerain Township, Hamilton County CIC, Inc. shall be made for consideration of the above referenced benefits to the community and shall be made without advertising and receipt of bids

3. That the deed prepared by the Colerain Township Law Director for transfer of said real estate be and the same is hereby authorized to be executed by the Administrator of Colerain Township and that the Township Administrator in consultation with the Law Director shall undertake execution of any other necessary documents to convey said parcel of property and complete recording of the transaction as required.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in 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

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

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

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

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

ADOPTED this ____ day of January, 2024.

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 January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion to Purchase Capital Item - 2017 Toyota 8FGU30 Forklift - \$25,000

Recommend ADOPTION of the Motion.

Rationale:

The attached proposal would allow the Public Services Department and the Department of Fire and EMS to jointly purchase a forklift to use in their everyday operations. This would replace an existing 1995 forklift and would cost \$25,000. The cost would be split evenly by both departments.

Memo



To: Allen Walls, Fire Chief
From: Mike Adler, Fleet Manager
Date: December 20, 2023
Re: Forklift Replacement

This is a proposal and recommendation to purchase a used 2017 Toyota 8FGU30 Forklift.

I am proposing to purchase a used 2017 Toyota 8FGU30 Forklift to replace our 1995 Caterpillar 100 forklift. The 1995 Caterpillar 100 vin# AT13D-35338 Forklift is 29 years old and needs just over \$4,000.00 of repairs and has an engine tick that we do not know the extent of. The value of this unit is \$1,500.00. To purchase this Toyota 8FGU30 unit new, it would be just over \$50,000.00

The 2017 Toyota 8FGU30 Forklift is from Klei Mowers that is closing their business in January 2024 and is selling this unit. They purchased this unit new and has all service records.

I am recommending purchasing this used 2017 Toyota 8FGU30 Forklift from Klei Mower for \$25,000.00. The cost for this unit will be divided in half between the Public Service (\$12,500.00) and the Fire Department (\$12,500.00). Both departments currently use the forklift the same. This unit will be a big upgrade to our current unit with the newer safety equipment and with its enclosed cab. It will be available for pick-up at the end of January 2024.

Should you have any questions regarding this matter please do not hesitate to contact me.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

First Reading - Resolution Modifying Resolution 109-22 Regulating Nuisance Properties

No action is requested of the Board.

Rationale:

In 2022, the Township Adopted Resolution 109-22 that regulated nuisance properties. The full resolution can be found here for reference: <https://www.colerain.org/DocumentCenter/View/3856/RES-109-22---Resolution-for-Nuisance-Properties>

After having this resolution in effect for a one year period, staff has evaluated and is recommending a change to the original version to include the following additional offense categories:

- Missing persons, Runaway persons, AWOL person

Police and EMS responses to the above listed incidents create a significant strain on resources and decrease our ability to provide effect response to the remainder of the community.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 7:00 p.m., on the _____ day of _____, 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-24

**RESOLUTION UPDATING COLERAIN TOWNSHIP
NUISANCE PROPERTY RESOLUTION**

WHEREAS, the Colerain Township Board of Trustees adopted a Limited Home Rule Government in accordance with the Ohio Revised Code Section 504.01(B)(1) by Resolution 27-10 duly adopted and approved on May 11, 2010; and

WHEREAS, Ohio Revised Code Section 504.04 grants to limited home rule townships the power to exercise all power of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, Colerain Township first adopted resolution 109-22 regulating nuisance properties on October 11, 2022; and

WHEREAS, the Township finds it necessary to update the definition of Nuisance Properties as defined in Exhibit “A” and attached hereto, to include other items that are also a danger to the public health, safety, morals, and welfare, are detrimental to the public good, constitute a public nuisance and have detrimental effect on the community; and

WHEREAS, the Colerain Township Nuisance Property Resolution attached hereto, incorporated herein by reference, and designated Exhibit “A” is promulgated to ameliorate the above described detrimental effects and address the need to abate public nuisances, as herein defined, and promote property owner and/or landlord responsibility for activities occurring upon their property and/or property within their control: nuisance properties.

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

1. That for the promotion of the public health, safety, morals, and welfare, the Board of Trustees approves the Colerain Township Nuisance Property Resolution attached hereto, incorporated herein by reference and designated as Exhibit “A”, which shall supersede any prior version of this resolution; 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 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 _____, 2024.

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 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 _____, 2024.

Jeff Baker
Colerain Township Fiscal Officer

RESOLUTION NO. _____-24

COLERAIN TOWNSHIP NUISANCE PROPERTY RESOLUTION

Section A: DEFINITIONS

For the purposes of this resolution, the following terms used within are hereby defined.

Tenant - means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

Landlord - means the owner, lessor, or sublessor of residential premises, the agent of the owner, lessor, or sublessor, or any person authorized by the owner, lessor, or sublessor to manage the premises or to receive rent from a tenant under a rental agreement.

Owner – the individual that possesses the title to the property.

Invitee – means a person who is permitted to be on the property by either a tenant, owner, or landlord.

Registered Agent – an officer, agent, or employee of the organization.

Organization - a corporation for profit or not for profit, partnership, limited partnership, joint venture, unincorporated nonprofit association, estate, trust, or other commercial or legal entity.

Police Officer – any Colerain Township Employee explicitly tasked and designated to perform law enforcement duties, including but not limited to Police Officers, Code Enforcement Officers, and other staff.

Public Nuisance - the following activities, occurring upon property within Colerain Township and engaged in by an owner, occupant, or invitee of the owner or occupant, are hereby declared to be Public Nuisances:

- (1) Any disorderly conduct, disturbance of the peace, noise or other similar violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (2) Any drug abuse violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (3) Any gambling violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (4) Any health, safety, or sanitation violations under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (5) Any obstruction of official business violations under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;

- (6) Any alcohol violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (7) Any sex offense under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to public indecency, solicitation, and prostitution;
- (8) Any offense against another person under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to assault, battery, menacing, endangering children, and contributing to the unruliness and/or delinquency of a child;
- (9) Any offense against property under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to criminal damaging, criminal mischief, burglary and arson;
- (10) Any theft violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio, including but not limited to theft and receiving stolen property;
- (11) Any fireworks violation under Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (12) Any open burning or recreational fires in violation of Colerain Township Resolutions, Hamilton County Resolutions, and/or statutes of the State of Ohio;
- (13) Any activity engaged in by a person under eighteen years of age which would constitute a violation of an offense listed in this section if committed by an adult;
- (14) Any offense or violation of the Property Maintenance Code;
- (15) Any offense or violation of the Colerain Township Zoning Resolution.
- (16) Any offense or violation described in Chapter 505 of the Ohio Revised Code.
- (17) Any incident, report, offense, or violation resulting in a response for a missing person, runaway person, or AWOL person.
- (18) Any offense or violation of a Resolution approved by the Colerain Township Board of Trustees.

Section B: Notices and Orders

The Chief of Police of the Township, or designee(s), upon finding that any **three (3)** or more nuisance activities declared in Section A, have occurred upon property located within Colerain Township, within any **twelve (12)** consecutive month period, shall cause a written notice and order to be served on the owner and/or landlord of the property, declaring such property as a “nuisance property”. The notice and order shall set forth:

- (1) The nature of the nuisance(s);
- (2) The dates and times that the police have previously been called to the property;
- (3) That subsequent responses by the police to the property in question for the same nuisance will result in fines to the property owner/landlord;
- (4) The amount of fines to be assessed in the event of subsequent responses; and
- (5) That the property owner/landlord may avoid being charged costs of responses by taking steps to prevent any further nuisance activities as defined in this Resolution;

Notice and order shall be served on the property owner and/or landlord personally, or by certified mail and regular mail to the person's residence, regular place of business or last known address. If the certified and regular mail is returned undelivered, then a copy shall be posted in a conspicuous place in or on the person's residence, regular place of business, last known address or on the subject property. If, within twelve (12) consecutive months after a prior nuisance determination, the police respond to a fourth or successive nuisance activities on the property, the property owner and/or landlord will be assessed the civil fines as prescribed in Section C of this Resolution.

The Chief of Police or designee shall issue a home rule citation to the property owner or landlord of the property. Upon being declared a "nuisance property", any subsequent citations for a violation of this resolution may be issued pursuant to *R.C. §504.06*.

Section C: Penalties

A violation of this Resolution, whereby the police are responding to a fourth or more nuisance at the property, shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:

- (1) First Offense \$ 250.00
- (2) Second Offense \$ 500.00
- (3) Third Offense \$ 750.00
- (4) Fourth and Subsequent Offenses \$1,000.00

A violation of any Public Nuisance as defined above may be deemed a separate offense of this resolution. Each day's continuation of a violation of this resolution may be deemed a separate offense.

Section D: Affirmative Defenses

It shall be an affirmative defense of the property owner and/or landlord, and a bar to imposition of the fines set forth in Section 3, if the property owner and/or landlord demonstrates that:

- (1) He / She was not the owner of the property at the time of the occurrence of the prior nuisance activities; or
- (2) He / She, having received notice of the nuisance activity, promptly took reasonable and necessary action to abate each nuisance; or
- (3) He / She having received notice of the nuisance activity, evicted, ejected or removed from occupancy or possession of the property those persons causing the nuisance; or
- (4) He / She having received notice of the nuisance activity took action to reasonably secure the property from unwanted entry or trespass of the property.

Section E: Effective Date of Resolution

This Resolution shall be effective thirty (30) days from the date of adoption upon both First and Second Readings, and publication thereof.

Section F: Severability

Should any section or provision of this Resolution be declared by a court having jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

Section G: Repeal of Conflicting Resolutions

All Resolutions in conflict with this Resolution or inconsistent with the provisions of this Resolution, are hereby repealed, to the extent necessary to give this Resolution full force and effect.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute the Attached Memorandum of Understanding with the FOP Gold Unit

Recommend ADOPTION of the Motion.

Rationale:

The FOP and Township both recognized that there was language in the newly adopted Sergeants contract that could have been ambiguous and interpreted differently than originally intended. This MOU will clarify the language to reflect the understanding reached by the FOP and Township while at the negotiating table this past fall.

**MEMORANDUM OF UNDERSTANDING
BETWEEN COLERAIN TOWNSHIP AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

This Memorandum of Understanding is made this _____ day of _____, 2024 by and between Colerain Twp., Ohio (Twp.) and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") with respect to the current Collective Bargaining Agreement in effect between the parties.

The parties hereby agree that **Article 15.1** establishes the pay for a Sergeant, which shall be determined based on the top paid patrol officer. The parties agree that the "O.I.C." designation in the patrol officer's contract shall not be used in the determination. The parties agree that the "O.I.C." designation is not a pay step for patrol. It is only an incentive pay for individuals selected to perform the function.

IN WITNESS WHEREOF, the duly authorized representatives of the Twp. and the FOP have executed this Memorandum of Understanding hereby intended to amend the current Collective Bargaining Agreement in effect between the parties and incorporate such terms and conditions of this Memorandum on the dates opposite their signatures.

FOR THE TOWNSHIP:

FOR THE FOP-OLC:

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring Nuisance and Ordering Abatement
Recommend ADOPTION of the Resolution.

Rationale:
This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

3715 Benhill Dr	510-0080-0210-00
2796 Jonrose Av	510-0071-0363-00
3183 Lapland Dr	510-0070-0097-00
9936 Loralinda Dr	510-0112-0206-00
9751 Marino Dr	510-0052-0376-00
2557 Niagara St	510-0051-0343-00
3436 Niagara St	510-0102-0048-00
2817 Overdale Dr	510-0024-0160-00
2984 Sheldon Av	510-0071-0063-00

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>
3715 Benhill Dr	510-0080-0210-00
2796 Jonrose Av	510-0071-0363-00
3183 Lapland Dr	510-0070-0097-00
9936 Loralinda Dr	510-0112-0206-00
9751 Marino Dr	510-0052-0376-00
2557 Niagara St	510-0051-0343-00
3436 Niagara St	510-0102-0048-00
2817 Overdale Dr	510-0024-0160-00
2984 Sheldon Av	510-0071-0063-00

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: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2411 Bluelark Dr. - 1 of 7

Recommend ADOPTION of the Resolution.

Rationale:

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

2411 Bluelark Dr. Cincinnati, OH 45231

1. (OH) ERB9124, 2001, GREEN, FORD, FOCUS
2. (NO VISIBLE TAG), 2002, GREY, BMW, 328i
3. (NO VISIBLE TAG), 2004, GREY, FORD, WINDSTAR
4. (NO VISIBLE TAG), 2010, BRONZE, BUICK, LaCROSSE

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd day of January, 2024 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 2411 Bluelark Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0325-00 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 **2411 Bluelark Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0325-00** **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 **2411 Bluelark Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0325-00** to be inoperable, extensively damages, and at least three model years old:

- A. **(OH) ERB9124, 2001, GREEN, FORD, FOCUS**
- B. **(NO VISIBLE TAG), 2002, GREY, BMW, 328i**
- C. **(NO VISIBLE TAG), 2004, GREY, FORD, WINDSTAR**
- D. **(NO VISIBLE TAG), 2010, BRONZE, BUICK, LaCROSSE**

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 23rd day of January, 2024.

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 23rd day of January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2786 Hazelton Ct. - 2 of 7

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:

2786 HAZELTON CT. Cincinnati, OH 45251

1. (OH) FJA2412, 2008, GREY, NISSAN, MAXIMA

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd day of January, 2024 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 2786 HAZELTON CT.
Cincinnati, OH 45251 – Parcel ID 510-0041-0302-00
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 **2786 HAZELTON CT. Cincinnati, OH 45251 – Parcel ID 510-0041-0302-00** **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 **2786 HAZELTON CT. Cincinnati, OH 45251 – Parcel ID 510-0041-0302-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) FJA2412, 2008, GREY, NISSAN, MAXIMA

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 23rd day of January, 2024.

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 23rd day of January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3386 Harry Lee Ln. - 3 of 7
Recommend ADOPTION of the Resolution.

Rationale:

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

3386 Harry Lee Ln. Cincinnati, OH 45239

1. (OH) JXD2635, 2012, MAROON, FORD, FUSION
2. (OH) KCE1798, 2010, BLACK, FORD, FUSION
3. (OH) JCX1906, 2013, GREY, FORD, ESCAPE

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd day of January, 2024 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 3386 Harry Lee Ln. Cincinnati, OH 45239 – Parcel ID 510-0083-0227-00
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 **3386 Harry Lee Ln. Cincinnati, OH 45239 – Parcel ID 510-0083-0227-00** **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 **3386 Harry Lee Ln. Cincinnati, OH 45239 – Parcel ID 510-0083-0227-00** to be inoperable, extensively damages, and at least three model years old:

- A. **(OH) JXD2635, 2012, MAROON, FORD, FUSION**
- B. **(OH) KCE1798, 2010, BLACK, FORD, FUSION**
- C. **(OH) JCX1906, 2013, GREY, FORD, ESCAPE**

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 23rd day of January, 2024.

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 23rd day of January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 8526 Neptune Dr. - 4 of 7
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:

8526 Neptune Dr. Cincinnati, OH 45231

1. (NO VISIBLE TAG), 2010, BLACK, MAZDA, 6

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd day of January, 2024 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 8526 Neptune Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0279-00 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 **8526 Neptune Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0279-00** **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 **8526 Neptune Dr. Cincinnati, OH 45231 – Parcel ID 510-0063-0279-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO VISIBLE TAG), 2010, BLACK, MAZDA, 6

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 23rd day of January, 2024.

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 23rd day of January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3204 Lapland Dr. - 5 of 7
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:

3204 Lapland Dr. Cincinnati, OH 45239

1. (OH) MC2379, 1988, BLUE, MIDCABIN, SANTEGO

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd_day of January, 2024 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 3204 Lapland Dr. Cincinnati, OH 45239 – Parcel ID 510-0081-0068-00 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 **3204 Lapland Dr. Cincinnati, OH 45239 – Parcel ID 510-0081-0068-00**

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 **3204 Lapland Dr. Cincinnati, OH 45239 – Parcel ID 510-0081-0068-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) MC2379, 1988, BLUE,MIDCABIN , SANTEGO

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 23rd day of January, 2024.

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 23rd **day of January**, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3526 Blue Rock Rd. - 6 of 7
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:

3526 Blue Rock Rd. Cincinnati, OH 45239

1. (OH) JCX1892, 2004, WHITE, LINCOLN, AVIATOR

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00 p.m.**, on the 23rd **day of January**, 2024 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 3526 Blue Rock Rd. Cincinnati, OH 45239 – Parcel ID 510-0080-0144-00 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 **3526 Blue Rock Rd. Cincinnati, OH 45239 – Parcel ID 510-0080-0144-00**

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 **3526 Blue Rock Rd. Cincinnati, OH 45239 – Parcel ID 510-0080-0144-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) JCX1892, 2004, WHITE, LINCOLN, AVIATOR,

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 23rd day of January, 2024.

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 23rd day of January, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 8634 Pippin Rd. - 7 of 7
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:

8634 Pippin Rd Cincinnati Ohio 45251

1. (TX) 30603S8, 2010, BLACK, JEEP, CHEROKEE

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 23rd **day of January**, 2024 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 8634 Pippin Rd Cincinnati Ohio 45251 – Parcel ID 510-0063-0212-00
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 **8634 Pippin Rd Cincinnati Ohio 45251 – Parcel ID 510-0063-0212-00**

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 **8634 Pippin Rd Cincinnati Ohio 45251 – Parcel ID 510-0063-0212-00** to be inoperable, extensively damages, and at least three model years old:

A. (TX) 30603S8, 2010, BLACK, JEEP, CHEROKEE

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 23rd day of January, 2024.

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 23rd **day of January**, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Approve Letter of Support for Hamilton County Engineer Flood Hazard Mitigation Assistance Project
Recommend ADOPTION of the Motion.

Rationale:

This letter of support will aid the County Engineer in an application for federal dollars to perform flood mitigation work for Wesselman Creek from Harrison Avenue to Harrison Road. This project will ultimately evaluate and assess recommended improvements to mitigate active landslides and prevent future occurrences along Wesselman Road.



January 23, 2024

To whom it may concern:

I am writing on behalf of the Colerain Township Trustees to express our strong support for the Hamilton County Engineers Office application for project scoping for Flood Hazard Mitigation Assistance through the Federal Emergency Management Agency (FEMA). As representatives of our community, we understand the critical importance of proactive measures to address and mitigate flood hazards, safeguarding both property and lives.

Colerain Township, like many others, has faced challenges related to flooding, and we recognize the importance of coordinated efforts at the county level to develop effective mitigation strategies. The Hamilton County Engineers Office has consistently demonstrated a commitment to enhancing our community's resilience through comprehensive planning and implementation of flood hazard mitigation projects.

The proposed project scoping will enable the identification of key areas susceptible to flooding, the assessment of existing vulnerabilities, and the formulation of strategic plans to reduce the impact of future flood events. This proactive approach aligns with our shared goal of fostering a safer and more secure environment for our residents.

In the unfortunate event that the project does not proceed, the potential consequences could extend beyond the immediate risks associated with flooding. Without adequate mitigation efforts, our community may face increased challenges in public transportation due to road closures and infrastructure damage caused by flooding events. This could negatively impact the accessibility and connectivity of our residents, leading to disruptions in daily life and potential economic consequences.

We appreciate the Hamilton County Engineers Office dedication to addressing these critical issues and believe that obtaining FEMA Flood Hazard Mitigation Assistance is a vital step toward achieving our mutual objectives. The Township Trustees fully endorse and encourage the pursuit of this opportunity for the benefit of the entire community.

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

PUBLIC SERVICES

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Accepting 2023 Road Mileage Certification

Recommend ADOPTION of the Motion.

Rationale:

The signed mileage certification form is submitted to ODOT per Ohio Revised Code, Section 4501.04. The form is prepared by the County Engineer and reflects all changes to the total mileage for Colerain Township. At the end of 2023 the total miles certified for the Township is 116.033 miles.

County of Hamilton

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

TODD B. PORTUNE CENTER FOR COUNTY GOVERNMENT

138 EAST COURT STREET, ROOM 700

CINCINNATI, OHIO 45202-1232

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

January 8, 2024

Board of Colerain Township Trustees
Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

Re: 2023 Township System Mileage Certification

Honorable Board:

Please find attached one (1) original Township Mileage Certification form. This office respectfully requests the necessary action be taken to obtain the required signatures. Please retain one (1) original for the Township and email ONE SIGNED copy to Michelle McMullen at the Hamilton County Engineer Office, another SIGNED copy to Erin Westfall at the Ohio Department of Transportation.

In addition, please submit the resurfacing accomplished during 2023 within the Township. Please email the resurfacing to ODOT also. Thank you for your assistance and if you need further information, please contact Michelle McMullen at 513-946-4299.

Ours emails respectively are:

Michelle.McMullen@hamilton-co.org

Erin.Westfall@dot.ohio.gov

Respectfully,



Eric J. Beck, PE-PS
Hamilton County Engineer



Ohio Department of Transportation

Office of Technical Services

2023 Township Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2024
or county mileage will be certified by default based on the best information available.

The total certified mileage at the end of Calendar Year 2022 for COLERAIN Township
in HAMILTON County was 115.865 miles

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

Consider all mileage changes that occurred in CY 2023 and determine the net increase or decrease in mileage.
Add the net change to the 2022 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2023

the township was responsible for maintaining 116.033 miles of public roads.

Signature of Chairman of Board of Township Trustees

Date

Trustee Signature

Date

Trustee Signature

Date


County Engineer Signature

1/8/2024
Date

Comments:

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

Ohio Department of Transportation
Office of Technical Services
Mail Stop #3210
1980 West Broad St. 2nd Floor
Columbus, Ohio 43223

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

Summary of 2023 ODOT Changes
for Roads in HAMILTON County,
Township 02 , COLERAIN

Certified Mileage for 2022 : 115.865 Miles

TWP	02	Route:	T 00192	B	Route Name:	MELCARL DR	Change:	0.017
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Reason For Change	TR192B MELCARL DR ACCEPTED FOR TOWNSHIP MAINTENANCE FROM PREVIOUSLY ACCEPTED PORTION NORTH TO CUL DE SAC. PART OF DUNLAP GROVE SUBDIVISION.
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TWP	02	Route:	T 00345	B	Route Name:	GROVEWOOD DR	Change:	0.048
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Reason For Change	TR345B GROVEWOOD DR ACCEPTED FOR TOWNSHIP MAINTENANCE FROM JCT WITH TR511B DUNLAP DR EAST TO PREVIOUSLY ACCEPTED PORTION. PART OF DUNLAP GROVE SUBDIVISION.
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TWP	02	Route:	T 00511	B	Route Name:	DUNLAP DR	Change:	0.103
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Reason For Change	TR511B DUNLAP DR NEW SUBDIVISION ROAD ACCEPTED FOR TOWNSHIP MAINTENANCE FROM CUL DE SAC NORTH TO JCT WITH CR96 SPRINGDALE RD. PART OF DUNLAP GROVE SUBDIVISION.
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Total Changes: 0.168

Certified Mileage For: 2023 : 116.033 Miles

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages, Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement, Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Issue a Request for Proposals for the Construction of Outdoor Basketball Courts at 8128 Blanchetta Drive

Recommend ADOPTION of the Motion.

Rationale:

The proposed project is the installation of brand-new outdoor basketball courts, to include one full-scale court with four side-rims to enable small area games and property upgrades to enhance the site, at 8128 Blanchetta Drive. This area is an open green space that the Township acquired in December 2021 as a FEMA (Federal Emergency Management Agency) flood buy-out. The property is currently an open green space and remains undeveloped. The project will also include an alternate bid for the installation of a small parking lot for a total project cost of approximately \$112,000. Once completed, staff will be partnering with the YMCA of Greater Cincinnati to program this space for the public.



REQUEST FOR BIDS

BLANCHETTA OUTDOOR BASKETBALL COURTS for Colerain Township

Release Date: 01/31/2024

Response Deadline: 03/06/2024

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**COLERAIN TOWNSHIP
SECTION C**

**NOTICE TO BIDDERS
BLANCHETTA OUTDOOR BASKETBALL COURTS**

Sealed proposals will be received by the Township, to the attention of Tiphannie Mays, Assistant Township Administrator, until 3:00 p.m. Local Time, Wednesday, March 6, 2024, for furnishing all labor, materials, and equipment necessary to complete the installation of a new 120' x 60' outdoor basketball court including an alternate bid for the construction of a 20' x 60' parking lot, known as **BLANCHETTA OUTDOOR BASKETBALL COURTS** at which time and place all bids will be publicly opened and read aloud.

Bids must be submitted as conditions described therein. Each bid must be enclosed in a sealed envelope, clearly marked "**BLANCHETTA OUTDOOR BASKETBALL COURTS**" on the face of the envelope and display the name and address of the bidder.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

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

Bid prices must be firm for a period of one hundred twenty (120) days following the bid opening date.

**Construction on this project is expected to begin on or around April 9, 2024.
Completion is anticipated by late May, 2024.**

Colerain Township reserves the right to reject any or all bids or to correct or waive irregularities in bids should it be deemed in the best interest of Colerain Township to do so. All clarifying questions for this bid should be directed to Tiphannie Mays, Assistant Township Administrator, via email at tmays@colerain.org by March 4, 2024.

Tiphannie Mays, Assistant Township Administrator
Colerain Township, Hamilton County, Ohio

Advertise: February 14, 2024
 February 21, 2024

GENERAL INFORMATION

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

Contractors must also comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

PROJECT SCOPE

Colerain Township is accepting bids for the installation of a new 120' x 60' outdoor asphalt basketball court and in accordance with the American Sports Builders Association's standards for Courts & Recreational Surfaces. The basketball specifications shall include, but are not limited to:

- Design of an asphalt 120' x 60' outdoor basketball court playing surface.
- Excavation of the new asphalt area as necessary and haul the spoils to an onsite location.
- Installation of proper drainage.
- Installation of 6" 304 crushed aggregate in the excavated area and compact.
- Installation of 2" 448 Type 2 asphalt intermediate course over the compacted gravel base.
- Installation 2" 448 Type 1 asphalt surface course over the asphalt intermediate course.
- Line/stripe the new pavement with basketball court markings.
- Installation of six (6) non-adjustable standard height basketball hoops with 72" clear backboards.
- Restoration of construction site.

Colerain Township is also accepting alternative bids for the installation of a 20' x 60' asphalt parking lot and in accordance with the Ohio Department of Transportation Construction and Material Specifications handbook. The parking lot specifications shall include, but are not limited to"

- Design of an asphalt 20' x 60' asphalt parking lot.
- Excavation of the new asphalt area as necessary and haul the spoils to an onsite location.
- Installation of proper drainage.
- Installation of 8" 304 crushed aggregate in the excavated area and compact.
- Installation of 2" 448 Type 2 asphalt intermediate course over the compacted gravel base.
- Installation 2" 448 Type 1 asphalt surface course over the asphalt intermediate course.
- Line/stripe the new pavement with parking lot markings including one dedicated handicap stall.
- Installation of stop-blocks (parking bumpers) for each parking stall.
- Restoration of construction site.

The total project estimate is \$112,000. Please see Attachment B for design concept of these two amenities. At a minimum, the bid must address all items requested in the project scope of services identified in Attachment B and provide a guaranteed maximum price for completion of the project.

TIMELINES

- | | |
|-------------------------------------|---|
| 1. Township Trustees Approval: | January 23, 2024 |
| 2. Release: | January 31, 2024 |
| 3. Bid Advertising: | February 14 & 21, 2024 |
| 4. Bid Deadline/Opening: | 3:00 p.m. (local time) on March 6, 2024 |
| 5. Projected Township Approval: | March 26, 2024 |
| 6. Projected Contract Commencement: | April 5, 2024 |
| 7. Pre-Construction Meeting: | 2:00 p.m. (local time) on April 9, 2024 |
| 8. Projected Project Completion: | May 31, 2024 |

The Township will not be responsible for Bids that are received after the 3:00 p.m. deadline on March 6, 2024. Deadlines are negotiable as part of the final contract.

BID FORMAT

All bids shall be submitted in the following format to expedite the review and selection process. Failure to abide by this format may result in the disqualification of the submission.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Bids.
2. Experience – A listing of three comparable projects with a description of services rendered (including any subcontracting).
3. Timeline – The estimated timeline for completion. The dates referenced in the project timeline are an estimate and goal as set by the Township.
4. List of Key Staff – A complete list of key personnel who will be involved with this project, including their experience and qualifications. In addition, any key sub-contractors and their staff should also be identified.
5. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
6. Design Documentation – Please provide a design that shows each element of the basketball court and, alternatively, parking lot to be constructed as part of this project. These items must be received in a format that will allow the Township's staff to adequately compare and vet the Bid Form that is submitted. Attachment B includes an example of the site plan.

7. Section N – Bid Bond – Bidders must furnish a Bid Bond of 10% of the bid with the proposal (attached). The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Performance Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.
8. Section O - Non-Collusion Affidavit – Bidders must furnish an Affidavit of Non-Collusion with the bid (attached).
9. Section R - Personal Property Tax Affidavit – Bidders must furnish an Affidavit of Personal Property Tax with the bid (attached).
10. Section T – Bidder’s Questionnaire – Bidders must furnish a completed copy of the Bidder’s Questionnaire with the proposal (attached).
11. Attachment A – Bid Form/Fee Structure - Total project cost with a line-item cost breakdown of all projected itemizations must be included. Each bidder is responsible for inspecting the site, and for reading and being thoroughly familiar with the project. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Please note that this project is utilizing Federal CDBG dollars. Contractors must comply with the Davis-Bacon Act in the payment of prevailing wage. Weekly payroll reports to Colerain and Hamilton County will be required for prevailing wage monitoring purposes.
12. Attachment B – Site Plan – An example of the site plan and design concept (attached).
13. Attachment C – CDBG Compliance Documents – All bids must include the required completed documents, per CDBG regulations, in Attachment B.
14. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the Bid.

Terms and Conditions

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

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

The bidder, having full knowledge and understanding of the improvement and the conditions of this proposal, agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the project scope and to accept the unit prices specified on the bid form for each item as full compensation for the work in this proposal.

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

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

Colerain Township reserves the right to ask for additional information after Bids are received.

This project is supported by state funding and is subject to Prevailing Wage requirements. The Township also requires that the successful contractor provide as built drawings at the conclusion of the project per the state funding requirements.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION N
BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio as OWNER in the penal sum of \$ _____ for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this ____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the _____.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal _____

By _____

Surety _____

By _____

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT

To: Colerain Township, Ohio
Hamilton County, Ohio

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, SHE, THEY) RESIDE AT

(Residence Address)

AND THAT

(Name of Company)

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Printed Name/Title

Company

Sworn to and subscribed in my presence on this _____ day of _____, 20____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for _____ hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Printed Name/Title

Company

Sworn to and subscribed in my presence on this _____ day of _____,
20_____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION S
LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or \$10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

***CONTRACTOR MUST PERFORM 50% OR MORE OF THE WORK.**

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION T
BIDDER'S QUESTIONNAIRE

1. Submitted By _____ Telephone _____
Principal Office Address _____

2. Type of Firm:
Corporate _____ Other _____
Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions :
Date of Incorporation _____ State of Incorporation _____
President's Name _____
Vice-President's Name _____
Secretary or Clerk's Name _____
Treasurer's Name _____

3b. If A Partnership, Please Answer These Questions:
Date of Organization _____ State Organized In _____
Name of All Partners Holding More Than A 10% Interest:

Designate Which Are General or Managing Partners:

4. Contractor's Representative _____
Title _____
Alternate _____
Title _____

BIDDER'S QUESTIONNAIRE

5. List Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner	(A) _____	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner	(A) _____	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____
Type of Project	_____	_____

BIDDER'S QUESTIONNAIRE

Contact Person _____

Telephone No. _____

Owner (E) _____ (F) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (G) _____ (H) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years?

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years? _____

If So, What Was The Disposition Of The Lawsuit?

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

BIDDER'S QUESTIONNAIRE

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years?

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years?

If So, What Were The Circumstances? _____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years?

If So, What Were The Circumstances? _____

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? _____

If So, What Were The Circumstances? _____

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including

Subcontractors That Worked On Your Project Within The Last Ten Years?

If So, What Were The Circumstances? _____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: _____

Name Of Agent (A) _____ (B) _____

Name of Firm _____

Address _____

Telephone No. _____

Insurance Type _____

Provide Your Banking References:

Name Of Bank (A) _____ (B) _____

Contact Person _____

Address _____

Telephone No. _____

Signature of Bidder

Company Name

BID FORM/BLANCHETTA OUTDOOR BASKETBALL COURTS

TOTAL: \$_____

86

BID FORM/PARKING LOT (ALTERNATE BID)

TOTAL: \$ _____

87

**COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT B**

**BLANCHETTA OUTDOOR BASKETBALL COURTS
SITE PLAN**



**COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT C
CDBG COMPLIANCE DOCUMENTS**



HAMILTON COUNTY

Planning + Development

138 E COURT ST., RM 801
CINCINNATI, OH 45202

GENERAL INFORMATION
(513) 946-4550
www.hamiltoncountyohio.gov/pd

Director

James Noyes

Assistant Director

Steve Johns, AICP

Divisions

Chief Building Official
Michael Stehlin, AIA

Community Development
Maria Collins

Community Planning
Chris Schneider, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

Board of County Commissioners

Alicia Reece
Denise Driehaus
Stephanie Summerow Dumas

DATE: January 26, 2023 - valid until new version is released

TO: Community Officials and Contractors

FROM: Hamilton County Planning+ Development Staff

SUBJECT: Federal Contract Compliance Procedures for Community Development
Block Grants (CDBG) Projects

Notice of Funds

County staff must ensure that all projects comply with CDBG regulations and will contact you when funds have been approved for expenditure. Please **DO NOT PROCEED** with a project until you have contacted County staff. Failure to comply with all necessary processes **WILL RESULT** in delays and projects will have to be re-bid.

Bid or Quote Packet

When engineering is completed and the project is ready for bid, contact your Project Manager. The enclosed "bid packet" will be sent to you and must be placed in the bid document. Formal bids are required if the project is estimated at \$50,000 or more. Quotes can be used for projects estimated at \$49,999 or less. This "bid packet" includes the following information:

- Specific language required in the bid advertisement (if applicable)
- Federal Contract Compliance Responsibilities
- Section 3 Requirements if over \$50,000
- Minority Enterprise Business (MBE) requirements if over \$25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of \$2,000 or more;
- Current Davis Bacon Wage Decision for contracts of \$2,000 or more;
- CDBG Terms and Conditions
- Sample Certification and Request for Payment
- Verification of Receipt of All Documents

Additional information is also provided below on the specific items listed above.

1. **Advertising** (ONLY Applies to contracts of \$50,000 or more)

The bid advertisement must be published in a newspaper of general circulation **and** in the minority press (**Cincinnati Herald**). Please send a copy of both ads to the Project Manager.

2. **Section 3**

Section 3 compliance is required for all contracts that are **\$50,000 or greater**. The Section 3 Action Plan (attached) must be included in the bid document and must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 information use this link:

https://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3

3. Prevailing Wage/ Davis-Bacon Act

For all construction contracts of \$2,000 or more, contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wages. Professional services contracts and construction on Single Family homes are exempt, as well as demolition project as long if there are no plans to redevelop the property.

Project Managers will provide the appropriate wage decisions when the projects are ready to be bid. If a project does not begin within 90 days of contract signing, new wage decisions must be pulled. Project Managers must review original copies of weekly payrolls during construction for monitoring purposes. Additionally, contractors must also comply with the Contract Work Hours and Safety Standards Act regarding compensation for overtime and safe working conditions.

County must receive all weekly payrolls, including weeks where no work was completed. If labor and fringe rates are not correct, contractor must make additional payments and submit proof of payment.

Note: If a project both has state and federal funds, the higher prevailing wage rate must be used.

4. Selection of Contractor/Contract Signing

All quotes must include all necessary paperwork in order to be considered complete and eligible. Please share the scope of work and quote/bid docs with your Project Manager prior to soliciting quotes; following HUD regulations is tedious but we must do so; and this will prevent the need to re-do quotes. Once quotes are received, please prepare a quote summary spreadsheet (bid tab) which includes the scope pricing, as well as documentation that all documents were completed and submitted (see below).

Municipality				
Project Name				
Contractor	Price	MBE/Subcontractor	Anti-Lobbying	Verification of Documents
Company A				
Company B				
Company C				

The Project Manager will confirm that the contractor/vendor with lowest and best quote is not listed on the Federal Debarment List.

After all requirements have been confirmed, the Project Manager will notify you and the contract may be executed. A copy of the signed contract must then be forwarded to the Community Development Office.

5. Pre-Construction Conference (if applicable)

The last step, prior to commencement of construction, is a pre-construction meeting with the contractor, sub-contractor(s), community representative, architect or engineer, and Project Manager. At the meeting, the Project Manager will review the scope of the project, the Federal Labor Standards

and Equal Opportunity Requirements, Section 3 requirements and will resolve any special logistics, considerations or concerns.

6. **On-Site Monitoring**

Once work has begun, Davis Bacon and equal opportunity compliance will be monitored; this will include at least one on-site employee interview. Contractor must notify the respective community staff once construction has begun. Construction progress/specs will be monitored by your community's architect or engineer on a regular basis as necessary for proper implementation of the project.

7. **Payment Procedure**

Bills for the project should be sent to the Local Government for payment who will be reimbursed by the Community Development staff. If Davis Bacon applies, community must receive approval from Program manager prior to paying any bills to ensure prevailing wage has been paid. Bills submitted by contractors must be detailed so as to give a breakdown of work performed during the billing period, as well as the percentage of job completed (i.e. A.I.A. Document G702/3 or Prime Contractor Application for Payment and Affidavit (APCO)).

Payment for the project will be approved by the Project Manager provided all federal requirements have been met.

Please consult your Project Manager for any assistance needed in meeting these requirements, and especially before beginning your project. We will ensure compliance with Federal regulations and avoid unnecessary delays for your projects.

Bid Packet for Community Development Block Grant (CDBG) Projects

Bid Advertisement Requirements – for projects of \$50,000 or more

1. Circulation Requirements:

The bid advertisement should be printed at least once in a newspaper of general circulation **and** the regional minority newspaper, The Cincinnati Herald. Contact for the Cincinnati Enquirer is: cin-encompassl@CINCINNA.GANNETT.COM. Contact for the Cincinnati Herald is: heraldclassified@yahoo.com.

2. The following language must be included in the bid advertisement:

This project includes federal funding. Contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

IMPORTANT NOTICE TO BIDDERS

FEDERAL CONTRACT COMPLIANCE RESPONSIBILITIES

1. **Davis Bacon Minimum Wage and Federal Labor Standards**

For contracts of \$2,000 or more the contractor and all his subcontractors are obligated to pay their employees the minimum wages and benefits as set forth in the wage decision included in the bid/contract document. In addition, the contractor must abide by the various federal labor standards provisions also included in the bid/contract documents. Weekly payroll reports must be submitted by the contractor and his subs (Form 76HC or its equivalent, i.e. computer prepared payrolls with identical information).

2. **Federal Equal Opportunity Guidelines**

For contracts of \$10,000 or more the contractor and all his subcontractors are obligated to equal opportunity employment standards. Specifically, employment practices for the prime contractor and his subcontractor are covered by Executive Order 11246, prohibiting discrimination.

3. **Section 3**

Section 3 compliance is required for all contracts that are \$50,000 or greater. The Section 3 Action Plan (attached) must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 Policies and Procedures please visit the following link and then Click on "For Small Businesses and Contractors" on the left side of the page:

http://www.hamiltoncountyohio.gov/government/departments/community_development/

4. **Minority Business Enterprise Participation**

Executive Order 11625 and OMB A-102 Attachment O, Section 9 requires affirmative action be taken to ensure MBE participation in federally funded contracts. A MBE participation goal of 10% has been established for Hamilton County Community Development funded contracts. For contracts of \$25,000 or more, the prime contractor is required to document 10% MBE participation or a good faith effort to obtain such participation.

At the minimum, a good faith effort consists of a general contractor identifying and listing all work, materials and services that will not be directly supplied by his own firm. Qualified minority firms (listings available at www.mbe.ohio.gov) must then be contacted to provide quotes for needed subcontracts, materials, or services. A contractor will be required to document his MBE outreach and demonstrate that qualified MBE firms were not available, or did not provide competitive prices for subcontracts, materials, or services. Failure to achieve 10% MBE participation or clearly document a good faith effort will result in the contractor being ineligible for contract award.

SECTION 3 FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects.

WHAT ARE THE SECTION 3 GOALS?

1. Section 3 Businesses have a goal that 30% of the aggregate number of new hires shall be Section 3 Residents;
2. Hamilton County has a goal that 10% of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. Hamilton County has a goal that 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

WHAT IS A SECTION 3 RESIDENT?

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is considered to be a low to moderate income person. This means that they make up to 80% of the Area Median Income (AMI). Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

Median Income		1	2	3	4	5	6	7	8
80%	Low	\$53,500	\$61,150	\$68,800	\$76,400	\$82,550	\$88,650	\$94,750	\$100,850

WHAT IS A SECTION 3 BUSINESS CONCERN?

In order to be certified as a Section 3 business, one of the following criteria must be met:

- 51% or more of the business is owned by Section 3 Residents; or
- 30% of the business's permanent, full-time employees are certified Section 3 Residents; or
- The business provides evidence that it will subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS

All contracts equal to or greater than \$50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38]. All recipients submitting bids must submit a Section 3 Action Plan. All forms are included herein. Section 3 Summary Reports, pages 11 and 12, are to be submitted at the completion of the contract.

**Please refer to Hamilton County Planning + Development Section 3 Policies and Procedures for complete compliance requirements and to access a database of certified Section 3 businesses and residents, forms, and detailed information. The information can be found at the following link: http://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3*

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method. For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the ranking below:

- a) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located
- b) Applicants selected to carry out DOL YouthBuild programs
- c) Other Section 3 business concerns in the Metropolitan Statistical Area
- d) The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>\$1,000 - \$49,999)

Written quotations must be obtained from an adequate number of qualified sources (typically three).

At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quote, if it is reasonable and no more than ten percent (10%) higher than the quote from the lowest responsive non-Section 3 qualified business concern. If no responsive quote by a qualified Section 3 business concern is within ten percent (10%) of the lowest quote from any qualified source, the award shall be made to the source with the lowest and best quote.

Competitive Sealed Bids (≥\$50,000 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost \$50,000 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns).

An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest and best responsive bid if that bid:

- Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- Is not more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	"X" = lesser of:
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1.5% of the lowest responsive bid

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest and best responsive bid.

SECTION 3 ACTION PLAN

The Section 3 Action Plan is a requirement for contracting opportunities with Hamilton County Planning and Development and must be completed and submitted with your bid/proposal. **Failure to submit the Section 3 Action Plan will result in the bid/proposal being deemed non-responsive.**

NAME OF PROJECT: _____

DATE: _____

SUBMITTED BY:

Business Name: _____

Address: _____

Contact Information (phone/email): _____

PLEASE CHECK ONE OPTION BELOW:

- ☐ The business (listed above) is currently certified as a Section 3 Business Concern, they will submit:
- Section 3 Action Plan (this page)
 - Evidence the business is certified
- ☐ The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
- >25% subcontracting is Section 3, they will submit:
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Business Concern Contracting Strategies (page 7)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Subcontracting Plan (page 10)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 12)
 - >30% Section 3 Residents
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Resident Hiring/Training Strategies (page 6)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each resident, and a list of employees (page 9)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 11)
 - 51% or more owned by Section 3 individuals
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each owner (page 9)
 - List of owners
- ☐ The business (listed above) **IS NOT** certified and **IS NOT** seeking certification
- Section 3 Action Plan (this page)
 - If awarded, at the end of the job, must submit applicable Section 3 Summary Report (page 11-12)

CONTACT INFORMATION:

Maria Collins	(513) 946-8234	maria.collins@hamilton-co.org
Tierra Adabla	(513) 946-4498	tierra.adabla@hamilton-co.org
April Gallelli	(513) 946-8215	april-gallelli@hamilton-co.org
LaChe' Roach	(513) 946-8230	lache.roach@hamilton-co.org
Caity Valley	(513) 946-8217	caity.valley@hamilton-co.org

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Hamilton County's Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with HCPD to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (on the next page) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over \$100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at any time during the awarding of the contract through the duration of the contract by HCPD. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

- a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: _____

Anticipated number of Section 3 new hires to complete project: _____

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

- b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,
c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.
d) The Subcontracting Plan must be filled out and submitted with bid/proposal.

Construction Contract total: \$ _____ 10% goal: \$ _____

Non-Construction Contract total: \$ _____ 3% goal: \$ _____

Section 3 business concerns certified under Category 3:

- e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan must be filled out and submitted with bid/proposal.

(f) Contract total: \$ _____ (g) Total amount to be: \$ _____ (h) 25% of (g): \$ _____
Subcontracted

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract.

Name / Title (Contractor): _____

Signature: _____ Date: _____

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low to moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F.** Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:
 - Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
 - Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
 - Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations
- ☐ Request the assistance of resident and community organizations in:
 - Notifying residents of training and employment positions to be filled
 - Conducting job interviews and completing and collecting job applications
- ☐ Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project
- ☐ Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters
- ☐ Undertake job counseling, education and related programs in association with local institutions
- ☐ Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents
- ☐ Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident
- ☐ Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions
- ☐ Employ Section 3 residents directly on either a permanent or temporary basis
 - ☐ Utilize the database of previously certified Section 3 residents for future employment positions (database can be accessed at the following website: https://www.cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm)
- ☐ Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects
- ☐ Coordinate economic development plans with the plans for housing and community development

Name / Title: _____

Signature: _____ Date: _____

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns and Section 3 business concerns certified under category 3. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- ☐ Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
 - ☐ Informing business assistance agencies, minority contractors associations, resident organizations, and community organizations of opportunities
 - ☐ Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
 - ☐ Conducting pre-bid meeting with Section 3 business concerns
 - ☐ Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
 - ☐ Notifying agencies administering DOL YouthBuild programs of opportunities
- ☐ Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- ☐ Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- ☐ Carry out workshops on contracting procedures and specific contract opportunities
- ☐ Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- ☐ Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- ☐ Utilize the database of previously certified Section 3 business concerns – access database http://cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm
- ☐ Establish programs designed to assist PHA residents in creating and developing resident-owned businesses
- ☐ Link Section 3 business concerns to support services
- ☐ Actively support joint ventures with Section 3 business concerns
- ☐ Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: _____ Date: _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

I. BASIC INFORMATION

Name of Business/Company: _____

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship): _____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check- marked category below:

- _____ 1) is 51% or more owned by Section 3 residents; or
_____ 2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or
_____ 3) provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$53,500	\$61,150	\$68,800	\$76,400	\$82,550	\$88,650	\$94,750	\$100,850

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, and developers working on Section 3 covered projects.

YES () NO ()

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SELF-CERTIFICATION FOR SECTION 3 RESIDENT

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

ELIGIBILITY FOR PREFERENCE

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Section 135.5.

The undersigned represents and says under penalty of law, as follows:

- 1) My current address is: _____
- 2) I am a resident of public housing. YES () NO ()
If yes, list name of development: _____
- 3) The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____
- 4) Last year, the annual income for my household size was less than the amount listed in the table below: YES () NO ()
- 5) I have skills, training, or experience in the following area(s): _____

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$53,500	\$61,150	\$68,800	\$76,400	\$82,550	\$88,650	\$94,750	\$100,850

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County staff, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, developers, and subcontractors working on Section 3 covered projects. YES () NO ()

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by HCPD, CMHA, or the City of Cincinnati. To access the database of currently certified Section 3 businesses please visit the following link: <http://www.cincinnati-oh.gov/community-development/neighborhood-development/section-3-program/>

Date Completed: _____ Submitted By: _____

Name/Address of project: _____

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)

Estimated amount to be subcontracted: \$ _____

Estimated amount to be subcontracted to Section 3 businesses: \$ _____

% Section 3 subcontracts of total subcontracts: _____

SECTION 3 SUMMARY REPORT

SECTION 3 RESIDENTS

***To be submitted to Hamilton County Community Development, upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

PERSON HIRED	POSITION HIRED	SECTION 3 RESIDENT (Y / N)	DATE OF HIRE	FULL TIME / PART TIME

Outreach efforts taken for each person hired:

Total Number of Full-time (FT) persons hired: _____

Total Number of Full-time (FT) Section 3 Residents hired: _____

SECTION 3 SUMMARY REPORT
SECTION 3 BUSINESS CONCERNS

***To be submitted to Hamilton County Community Development upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

BUSINESS AWARDED CONTRACT	TYPE OF CONTRACT	SECTION 3 BUSINESS CONCERN (Y / N)	DATE OF AWARD	AMOUNT OF CONTRACT

Outreach efforts taken for each contract awarded:

Total **Construction** Dollars Contracted: _____

Total **Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Total **Non-Construction** Dollars Contracted: _____

Total **Non-Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

SUBCONTRACTOR APPROVAL REQUEST - Community Development Block Grant Program



HAMILTON COUNTY

Planning +
Development

Any substitution of subcontractors must be approved by Hamilton County Community Development.

REMINDER: If the contract is over \$25,000, the prime must make efforts to contract with MBE firms. If the contract is over \$50,000, the prime must make efforts to contract with MBE and Section 3 firms.

Project Name: _____

Subcontractor 1: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Subcontractor 2: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Subcontractor 3: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Please attach agreements with subcontractors.

If none of the above subcontractors are MBE firms, please describe the effort and outreach you made to attempt to subcontract with MBE firms:

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

I hereby acknowledge my understanding of the Minority Business Enterprise requirements for this project and certify that information provided is an accurate account of my firm's efforts to secure MBE participation for this project. I further understand that should my firm be the lowest and best bidder, we will be required to secure Minority Business Enterprise participation of 10% or more in the project or demonstrate a good faith effort by outreaching MBE's for subcontracts, materials and supplies. Failure to achieve 10% MBE participation or to document a good faith effort will result in the firm being ineligible for contract award.

Prime Contractor Signature: _____ Date: _____

Hamilton County, Ohio
Community Development Block Grant Program

CERTIFICATION – FEDERAL LOBBYING PROHIBITION DISCLOSURE

The undersigned certifies, to the best of their knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified this ____ day of _____, 20____.

By: _____ Representing: _____
(Typed Name and Title) (Firm or Agency)

Signature: _____

Executive Order 11246 EQUAL OPPORTUNITY CLAUSE

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to Executive Order 11246. The “Nondiscrimination Clause” must be incorporated in each contract with a developer, supplier, prime contractor or subcontractor at any tier of the project.

NONDISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Additionally, the contractor will comply with the Department of Labor Regulations at 41 CFR Part 60-4 – Construction Contractors – Affirmative Action Requirements.

Section 109 of Title I of the Housing and Community Development Act of 1974

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to the nondiscrimination clause of the Housing and Community Development Act of 1974 applies to all sections of Title I of the Act.

It states that:

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of title 29 shall also apply to any such program or activity.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACH CURRENT WAGE DECISION HERE

For the most current wage decision, please contact your Project Manager as soon as you have a projected date to solicit quote or bids from possible contractors.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL ASSISTANCE ADMINISTRATION
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
Part II – Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contractor is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.
3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder, such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel.
 - a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
 - b. All the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him/her an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.
8. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. Compliance with Federal, State and Local Laws. The Contractor shall comply with all applicable laws, regulations, ordinances, and codes of Federal, State and local governments and agencies, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency. Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.
13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
16. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

Certification & Request for Payment
Hamilton County Community Development



Project Name: _____

Project Municipality: _____

Project Contractor: _____

Vendor Name: _____

Make Payment to (Circle one): Municipality Contractor

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

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

Municipality-authorized Individuals:

1. (Print) _____ Position: _____

1. (Sign) _____ Date: _____

2. (Print) _____ Position: _____

2. (Sign) _____ Date: _____

Comments:

For Office Use Only:

Grant (Circle one): CDBG CDBG-CV HOME ESG ESG-CV

PO Number: _____ Approved By: _____

Project Number: _____ Date Approved: _____

Amount: _____ Invoice Number: _____ Inv Date _____



HAMILTON COUNTY

Planning + Development

138 E COURT ST., RM 801
CINCINNATI, OH 45202

GENERAL INFORMATION
(513) 946-4550
www.hamiltoncountyohio.gov/pd

Director

James Noyes

Assistant Director

Steve Johns

Divisions

Chief Building Official
Michael Stehlin, AIA

Community Development
Maria Collins

Community Planning
Chris Schneider, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

**Board of County
Commissioners**

Alicia Reece
Denise Driehaus
Stephanie Summerow Dumas

Verification of Receipt of All Documents

The Undersigned Official acknowledges receipt of the following documents as required by the US Department of Housing and Urban Development (HUD) for projects funded by the Community Development Block Grant (CDBG) Program. I understand that not all regulations may apply to the project on which I am bidding.

- Federal Contract Compliance Responsibilities
- Minority Business Enterprise (MBE) and Subcontractor Approval
- Section 3 Documents
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Federal Labor Standards Provisions
- Federal Prevailing Wage Decision (if applicable)
- Contract CDBG Terms and Conditions

Company Name

Project Name

Printed Name

Title or Position

Signature

Date

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute Agreement with MI Homes for Snow and Ice Removal of Abbeytown Subdivision

Recommend ADOPTION of the Motion.

Rationale:

The developer of the Abbeytown Subdivision has requested that the Township remove snow and ice on the unaccepted streets for the subdivision that they are constructing. The attached contract would compensate the Township at a rate of 10 cents per lineal foot for each snow event.

In prior years, the Township would execute similar contracts for subdivisions that were under construction.

**AGREEMENT FOR SNOW REMOVAL
FROM DEDICATED BUT UNACCEPTED STREETS**

THIS AGREEMENT made this ____ day of January, 2024 by and between, M/I Homes Cincinnati, LLC whose address is 9349 Waterstone Blvd, Cincinnati, OH 45249, ("Owner"), and COLERAIN TOWNSHIP BOARD OF TRUSTEES (the "Township").

WHEREAS, Owner has dedicated the following streets within Colerain Township, Hamilton County, Ohio as township streets, from which Owner desires to have the Township remove snow and ice as needed, but the same have not yet been accepted by the Hamilton County Commissioners:

SUBDIVISION NAME	STREET NAME	LINEAL FEET
Abbeytown	Abbeytown Dr	3,070

TOTAL LINEAL FEET 3,070

WHEREAS, until acceptance, Owner is responsible to keep said streets clear of snow and ice, and to bear all of the costs connected therewith; and

WHEREAS, if the Owner fails to keep the said roads clear of snow and ice, Ohio Revised Code Section 505.82 provides, among other things, that in the event of an emergency, the Township may remove ice and snow from dedicated but unaccepted streets but must give or attempt to give prior notice to the Owner, and must charge the Owner all actual costs incurred thereby; and

WHEREAS, Owner and Township recognize that the streets must be open and passable for the safety of the persons who reside thereon; and

WHEREAS, Owner and Township desire to establish an arrangement whereby the said streets can be cleared by the Township in a timely and efficient basis with costs to be charged to the Owner by the Township, without the procedures set out in Sec. 505.82, including the declaration of an emergency and prior notice to the Owner.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby requests that the Township clear ice and snow from the streets identified above, and Township hereby agrees to do so, effective January 5, 2024. Owner agrees to give Township a plat or print on which Owner has highlighted the streets or portions thereof to be cleared.
2. Owner authorizes the Township to enter upon said streets with its snow plow/salt trucks, and Owner agrees to keep the said streets free of debris, wires, building materials,

construction equipment, and other obstructions which could hinder or damage the Township's snow plows/salt trucks.

3. Owner releases and agrees to hold the Township harmless from any and all liability for loss of damage to the street or to structures in the street which may result from the Township's snow plow/salt trucks, including possible damage from salt and ice melting chemicals.
4. The decision as to when and if the said streets are to be plowed and/or salted and/or inspected, and the frequency thereof, shall be solely the Townships, as determined by the Township Road Superintendent and/or his employees.
5. The parties agree that TEN CENTS (\$0.10) PER LINEAL FOOT of street PER TRAVERSE (or trip) by snow plow/salt truck is a fair and reasonable charge for the services to be rendered hereunder by the Township to the Owner, and Owner agrees to pay said sum to the Township promptly upon the Township's billing therefore. In the event that Owner fails or refuses to pay the sums agreed upon hereunder, the Owner consents and agrees that the Township shall certify the unpaid charges to the Hamilton County Auditor, who shall place the charges upon a special duplicate to be collected as other taxes against the Owner's property described above, and returned to the township general fund.
6. Owner waives the notice and other formal requirements and procedures set out in Ohio Revised Code Section 505.82 relating to snow removal by the Township from Owner's streets, and reimbursement for the Township's costs incurred in connection therewith.
7. The term of this agreement is from the date written above until May 1, 2024, or until acceptance of said streets by the Hamilton County Commissioners, whichever shall occur first. Provided, nevertheless, this agreement may be terminated by either party upon written notice given to the other.
8. This document contains the entire agreement of the parties. It supersedes all prior and oral agreements and understanding of the parties, and may be amended only in writing.

WITNESS our hands on the date first written above.

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

OWNER:

By: _____

By: _____

Date: _____

Date: _____

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Issue a Request for Qualifications for Professional Design and Engineering Services
Recommend ADOPTION of the Motion.

Rationale:

Every calendar even year (2022 was the last year this process took place), staff proposes the release of a Request for Qualifications (RFQ) for Design and Engineering Services for firms that are not currently on the Master Services Agreement list. New respondents to the RFQ are evaluated for eligibility requirements. If deemed eligible, these firms will be added to the pre-qualified list of engineers and the Township will execute a Master Services Agreements (MSA) with the selected firms. When the Township requires engineering services, it would develop a scope of work for the project with one of the firms that is listed on the pre-qualified list. Finally, the work would be completed pursuant to the MSA and the scope of work.

Current firms that have been pre-qualified with the Township include:

- Geotechnology
- Wallace Pancher
- MSP
- Kleingers
- MKSK
- Integrated Engineering
- IBI
- Emersion
- KZF
- Abercrombie & Associates
- Carpenter Marty Transportation



REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL DESIGN & ENGINEERING GENERAL CONSULTING SERVICES

**for
Colerain Township**

Release Date: 1/24/2024
Response Deadline: 3/4/2024

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN &
ENGINEERING GENERAL CONSULTING SERVICES**

NOTICE TO RESPONDENTS

Colerain Township is soliciting requests for qualifications for Professional Design and Engineering consulting services until Monday, March 4, 2024.

All clarifying questions for this request should be directed to Tiphonie Mays, Assistant Township Administrator, via email at tmays@colerain.org.

In order to properly submit a response, all responses should be sent as an electronic PDF, sent via email at tmays@colerain.org OR in a sealed envelope to 4200 Springdale Road, Cincinnati, OH 45251. These should be submitted to the attention of Tiphonie Mays, Assistant Township Administrator, no later than 4:00 p.m., Monday, March 4, 2024.

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

GENERAL INFORMATION

Colerain Township is a community of nearly 60,000 residents located over 43 square miles. The Township has one major regional retail corridor (Colerain Ave.), with several other retail centers dispersed throughout other areas of the Township. The largest employer in Colerain Township is Rumpke. Colerain Township is governed by three independently elected Trustees and one elected Fiscal Officer.

The Township regularly needs professional design and engineering services related to the planning, design and construction of Township projects and facilities, including, but not limited to, parks, police/fire/EMS, roadways, trails, utilities, buildings, administrative facilities, senior centers, community centers, and Colerain Avenue improvement projects. To assist in the process, the Township is requesting Statements of Qualifications from qualified firms for professional services. The purpose of this Request for Qualifications is to identify firms for a Master Services Agreement for a period of two years, with the option for the Township to renew one or all those agreements in one-year increments, as desired.

As the need for design and engineering services arises, the Township will solicit proposals from one or more firms selected by and at the discretion of the Township.

PROJECT SCOPE

Consultant Services are needed to provide design services for a wide variety of projects at the direction of Colerain Township, on an as-needed basis.

The selected Consultant(s) will be responsible for working with Colerain Township to design and administer projects. The selected consultant must have the capacity to provide some or all the following design services:

- Roadway design/engineering
- Sidewalk design/engineering
- Streetscape design
- Structural design/engineering
- MEP design/engineering
- Urban planning services
- Architecture and building design
- Land surveying
- Utility/railroad coordination
- Site design including landscaping
- Construction Document preparation (including but not limited to proposals, specifications, and estimates)
- Criteria design/engineering
- Review of various engineering documents for compliance with Federal and State policies

These services will be provided for a wide range of projects, (such as constructing sidewalks, and designing streetscape projects, among others). The selected consultant must also be available to provide construction services for the projects if needed. The selected consultant must be able to work with and explain Ohio Department of Transportation (ODOT) and Federal Highway Administration (FHWA) requirements to Colerain Township when needed.

Consultants are not required to provide all services noted above. Please do not include outside consultants to supplement your firm's services. Should a specific task/project require outside expertise or consultants, the firm will work with Township staff to identify those consultants.

DESIRED ODOT PREQUALIFICATION

To respond to this project, the proposed consultant project team must be prequalified by the ODOT in some or all the following areas by the date of this advertisement:

Roadway

- Bicycle Facilities & Enhancement Design
- Non-complex Roadway Design
- Complex Roadway Design

Highway Lighting Design

- Limited Highway Lighting Design
- Complex Highway Lighting Design
- Environmental Document Prep - CE

TIMELINE

- | | |
|-------------------------------------|---------------------------------------|
| 1. Township Trustees RFQ Approval: | January 23, 2024 |
| 2. RFQ Release: | January 24, 2024 |
| 3. RFQ Advertisement: | February 7 and 14, 2024 |
| 4. Proposal Deadline: | March 4, 2024, 4:00 p.m. (local time) |
| 5. Projected Township approval: | March 26, 2024 |
| 6. Projected Contract Commencement: | March 27, 2024 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on March 4, 2024.

EVALUATION CRITERIA

Proposals will be initially evaluated by internal Township staff, including the Township Administrator and Assistant Administrator. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision.

The Township understands that it is important to use a structured process that fairly compares different proposals based on several factors. The criteria for evaluating the proposals will be based upon a combination of the factors, including but not limited to the following:

1. Experience Working with Colerain Township
2. Experience with LPA projects and ODOT
3. Range of services with which consultant can provide
4. Past record of performance on projects similar in type and complexity
5. Availability

Colerain Township Trustees must still approve a vendor before the process is completed. Please refer to the timeline information for the projected date of Township Approval.

RESPONSE FORMAT

All proposals shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission.

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Qualifications.
2. General Firm Information – Firm name, address, phone number, name and contact information of individual responsible for the SOQ, contact email address, and office location.

3. Qualifications – Provide a summary of your firm qualifications, history, and expertise.
4. In-house Services and ODOT Prequalification – A listing of services to be performed by the consultant and current ODOT Prequalification.
5. Experience Working with Colerain Township – A listing of projects with a description of services rendered.
6. Representative Experience – Provide examples of similar type projects relative to the scope items and project types outlined above.
7. Key Staff Resumes – Provide resumes for the project manager and key personnel who will be involved with this project, including their experience and qualifications.
8. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
9. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending within the last five (5) years.
10. Standard Hourly Billing Rates – Please provide a schedule of standard hourly billing rates for appropriate levels of personnel who are available for the Township's projects. Standard hourly rates will include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general/administrative overhead, non-project operating costs, and operating margin or profit.
11. Availability – Please demonstrate the availability of staff within your firm.
12. Sample Contract – A copy of sample Master Service Agreement contract. This will allow the Township to expedite the review/award process.

TERMS AND CONDITIONS

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

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

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Qualifications in any respect. Responses which contain false or misleading

statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

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

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion Authorizing the Township Administrator to execute an agreement with the Coleraine Historical Society for the use of designated areas of 4200 Springdale Road for public educational purposes

Recommend ADOPTION of the Motion.

Rationale:

Over the last several years, the Coleraine Historical Society has been utilizing Township facilities to store, exhibit and salvage historical artifacts regarding Colerain Township's 1794 establishment. Staff has recognized underutilized space in the 4200 Springdale Road building that would be an ideal location to display these artifacts. Considering the relationship has been favorable over the years, staff recommends the Township to enter into a partnership which will provide added value to the community for public education. This agreement would commence on January 24, 2024 as a "temporary" agreement until the renovations of 4200 Springdale Road are completed with the expectation that a long-term agreement will be proposed at one of the Board meetings in April.

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

MEMORANDUM OF UNDERSTANDING

BETWEEN COLERAIN TOWNSHIP AND COLERAINE HISTORICAL SOCIETY

This Memorandum of Understanding (MOU) is entered into between Colerain Township, hereinafter referred to as the "Township" and the Coleraine Historical Society, hereinafter referred to as the "Historical Society."

Purpose:

The purpose of this MOU is to establish the terms and conditions for the use of Township office space by the Historical Society for the preservation and promotion of historical artifacts and information.

Terms and Conditions:

Office Space Allocation and Equipment Usage

The Township agrees to provide portions of the Administration Lobby Area, within the Township office premises, to the Historical Society for their use to display historical artifacts of the Township. A portion of the desk area may be utilized for record keeping and regular functions of the members of the Historical Society with the understanding that this space is utilized during regular business hours by Township staff.

The Historical Society shall have reasonable access to the allocated space after regular business hours which are Monday through Friday from 8am to 4:30pm. Due to this shared space being utilized for conducting regular business of the Township, any access to this area during regular business hours shall be coordinated with the Township to limit interruptions to staff. In general, below are the days and times that the space will be made available to the Historical Society:

- Tuesdays from 1pm – 5pm
- Saturdays from 8am – 5pm

For programming purposes, the Historical Society is permitted to utilize this space for special programming after 4:30pm from Monday through Friday and any time on Federal Holidays, Saturdays and Sundays with expressed written permission from the Township.

Duration

This agreement will be effective from January 24, 2024, and will continue for a period of six (6) months or until the renovations at 4200 Springdale Road are completed. Either party may terminate this MOU with a written notice of 30 days for any reason. Upon termination, the Historical Society shall vacate the allocated space within 30 days.

Purpose of Use

The Historical Society agrees to use the allocated space solely for the purpose of storing historical artifacts, conducting research, and promoting historical awareness within the community.

Maintenance, Equipment and Utilities

The Township will be responsible for providing the maintenance and utilities of the allocated space. The Historical Society agrees to use the space responsibly and to promptly report any maintenance issues. The Historical Society will be responsible for providing office equipment and supplies needed for their operations.

Insurance

The Historical Society agrees to maintain insurance coverage for any artifacts or materials stored within the allocated space. The Township is not responsible for any materials or artifacts that become damaged or missing from the premises.

Collaboration

Both parties agree to explore opportunities for collaboration on community events, historical projects, and educational initiatives.

Acknowledgement:

This Memorandum of Understanding is a representation of the mutual agreement between the Township and the Historical Society. Both parties hereby agree to abide by the terms and conditions outlined herein.

Dated this 23 day of January 2024.

COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO
Owner – Board of Trustees

By: _____
Jeff Weckbach, Township Administrator

COLERAINE HISTORICAL SOCIETY
HAMILTON COUNTY, OHIO

By: _____
JoAnn Bertram, Board President

Approved as to Form:

Approved as to content:

Law Director, Colerain Township

Tiphannie Mays, Assistant Administrator

OLD BUSINESS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing Township Administrator to Execute Agreement with Transformance Realty and Gossman Group for up to \$80,000

Staff seeks direction.

Rationale:

The attached proposal, from Transformance Realty and Gossman Group, was first considered at the December 2023 Board of Trustees meeting. The Board opted to table this proposal to tonight's meeting for further consideration. This proposal would allow the Township to develop a deeper understanding of the physical, legal, and market challenges and opportunities for the former Sears site and Northgate Mall. The properties that make up the mall are subject to a reciprocal easement agreement, and one of the goals of this engagement would be to fully understand how that document applies to the properties today. The end result would be a document that would "articulate logical land use development options" and "serve as an introduction of the redevelopment opportunity to developers."

PROPOSAL

28 NOV 23

Northgate Mall Strategic Redevelopment Plan

Prepared by: Transformance Realty
5065 Shattuc Avenue
Cincinnati, Ohio 45208
513-404-1834
jheekin@transformancerealty.com

Prepared for: Jeff Weckbach
Township Administrator
4200 Springdale Road
Colerain Township, OH 45251
jweckbach@colerain.org

Mr. Weckbach:

Transformance Realty & Gossman Group *design & planning* are pleased to present this revised proposal to assist Colerain Township with a redevelopment strategy for the re-purposing the Northgate Mall property. This proposal has been prepared as a result of our most recent discussion regarding an initial first step to support the Township's intent to provide leadership in the pursuit of a redevelopment strategy for Northgate Mall.

PROJECT APPROACH

The Township's previous investment into the "Northgate Tomorrow" planning initiative produced a creative planning document that provided thematic development schemes to help envision what redevelopment might look like in the future

It is our opinion that the first step in preparing a strategic redevelopment is to explore the existing legal structure and understand the current project infrastructure and building use.

With separately owned out-parcels in place along Colerain Blvd, and a high cost of acquisition to secure them, a logical redevelopment approach could be explored that leaves the front portion of the site alone [except for the public realm] while focusing on the rear portion of the property for repurposing. This could prove to be the fastest way forward to create significant impact and encourage current and/or future property owners to unite in a common vision for a Colerain Town Center development.

Mall Developments are bound by Reciprocal Easement Agreements (REA'S). The parties are usually the department stores and the mall owner. However, there may be other parties included in the REA like out- parcel owners. Additionally, there are various types of property control mechanisms that can be woven into the agreement (Fee simple ownership, Leasehold interests, ground leases, Use limitations and multiple lenders, mortgages, deeds.) Since every department store company likely had a bankruptcy or acquisition of their assets there will be a complicated finance and legal gauntlet that will have to be navigated. A thorough investigation and analysis of these agreements will be needed to create a successful redevelopment strategy for the Northgate site.

Understanding that the current property owners will remain in-place, a strategy will need to be created designed to communicate the benefits of a new pedestrian focused town center development.

It is our recommendation that a quick site organizational diagram be created at the conclusion of our analysis efforts to articulate logical land-use development options. These diagrams should not be mis-construed as a final site plan design but rather to illustrate proposed development patterns and opportunities reflective of the site & ownership information collected. The diagrams would serve as an introduction of the redevelopment opportunity to developers during the RFP process.

PLANNING TEAM MEMBERS

Transformance Realty & Gossman Group [TR / GG] are proposing a joint venture collaboration between the two firms to address the project. TR / GG have collaborated on projects in the past and believe we can bring the special skill sets from each firm to bear on this project to maximize results.

In addition, we can assist the Township in vetting specialty professional consultants that can bring their expertise to the Colerain Township team as special investigations or expertise are required to broaden our team's capabilities. This will help expedite discovery of issues and solidify opportunities to create a developable project. Below we have identified several specialty consultants that may be called upon to assist our team.

Legal Consultant

A legal team will need to be engaged to assist our team in the review of legal documents and provide recommendations on proposed strategies to solidify a redevelopment implementation plan. I am going to suggest either Fred Caspar of Dinsmore or Scott Kadish of Ulmer Berne who was involved with Steiner & Associates, builders of Newport on The Levee and Easton Towne Center.

Civil Engineer

A civil engineer will be an important team member during the site analysis phase of our work. A thorough understanding of the existing on-site infrastructure systems will be necessary in order for our team to make cost effective decisions for the repurposing of the site. Understanding how existing systems may or may not comply with current site design standards and code requirements will be an important evaluation.

Our recommendation for the civil engineer firm to assist with the initiative is Thomas Graham & Associates because of their long history with and understanding of the Northgate property.

Assumptions

1. Our team will use existing drawings of the site or buildings supplied by Colerain Township to serve as a basis to perform our work.
2. We will assist the Township in hiring other potential team members with particular areas of expertise necessary for further investigation and analysis of the development opportunity.
3. A contact person with the Township will serve as a project manager and our contact for the initiative.
4. Our team will be introduced to the various property owners at the onset to be able to begin the due diligence efforts of securing information to be reviewed and assessed.
5. In our gaining a legal understanding, we will engage with the current owner of the mall to make sure we have either all existing documents or agree they are missing.

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

The professional fees for our proposed scope of services are outlined below. These fees have been developed from our knowledge of the professional expertise and talent required to complete the tasks provided in this proposal.

TR/GG will provide the services described in the Proposal on an hourly basis within the fee range as presented below.

STEP 1 Analyze

***Total Fee Range Estimate**

\$60,000 - 80,000

* NOTES:

- *This fee estimate is based on the assumptions, and proposed scope identified above along with our knowledge and experience with similar initiatives.*
- *We assume a 3-4 month engagement period to complete the tasks and work schedule.*
- *The fee will be invoiced @ \$20,000 per month.*
- *Obviously, IF the Due Diligence work performed during this phase moves swiftly and less time is required of our team, the total time and fee involved in the initiative will be reduced.*

Note:

Minor Reimbursable Expenses are included in the fees presented above. These include printing/reproductions, special materials/services, photography, long distance/fax phone charges, automobile mileage expenses, final electronic copy of deliverables and delivery/postage services. Reimbursable Expenses not included in our fees are defined as; Travel related expenses such as; airfare, rental car, lodging and extended stay expenses.

PRELIMINARY SCHEDULE

Based upon our work on similar projects and the scope of the project, we feel a 3 - 4 month period would be adequate to complete the Step 1 work program as described above.

ADDITIONAL SERVICES

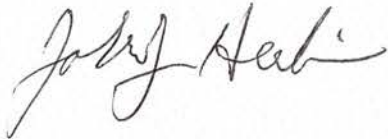
TR/ GG can provide other professional services to the Township as the initiative evolves. These services might include;

- Detailed Site & Building Studies
- Renderings for Marketing Purposes
- Animated Graphics for Marketing Purposes

If you have any questions concerning this Revised Proposal or, if we have misunderstood or misinterpreted your requirements, we would be pleased to meet and discuss our assumptions and approach to the initiative at your convenience.

If these terms are acceptable to you, please sign and return one electronic copy to our office which will serve as an indication of your authorization to proceed.

Respectfully submitted,
Transformance Realty



John Heekin
President

Gossman Group, LLC



Craig E. Gossman, AIA; NCARB
Principal

Name

Title

Colerain Township

Signature

Date

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

2024- Zix- Microsoft Office 365 licenses- EXP Oct 17, 2024

Recommend approval of all consent items.

Rationale:

Approval of the attached contract will allow the Township to provide Office 365 Business Basic licenses to the new fire recruit class.

Document No.: Q-118372-20231215-1648

Version #:Q-118372 - 1

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

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

Billing Contact Information

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

☒ Issue Invoice☐ Initiate Credit Card Payment

Date: December 11, 2023
Expires On: December 29, 2023
Payment Terms: Net 30
Email Domains: colerain.org

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

Technical Contact Information

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

Purchase Order No.:

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

Acct Exec.: Michael Salvatore
Order Type: Upsell

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
Microsoft 365 Business Basic, Annual	30	9	\$72.00	5%	\$51.30	\$1,539.00
Total:						\$1,539.00

Total: \$1,539.00

*****Do not pay, this is not an invoice*****

1 Payment Schedule:

First Year Total	\$1,539.00
Grand Total	\$1,539.00

2 Special Terms:

Annual subscription fees for 9 months are invoiced upon execution of this Services Agreement as described in Item 3, "Invoicing and Payment". With the additional users in this order, the number of licensed users for Customer now totals 188 users for Microsoft Business Basic services. This Services Agreement has been prorated to co-terminate with the existing Services Agreement on 10/17/2024.

3 Invoicing & Payment:

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

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

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

4 Taxes; F.O.B. Upon presentation of invoices by Zix, the Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** If no box is checked, sales and use tax will be charged. You will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.

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

6 Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the applicable terms and conditions (for the service(s) you subscribe for) as set forth at <https://www.carbonite.com/legal/products-and-services-terms> (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>. Any different or additional terms on your purchase orders or other documents are expressly rejected and shall not apply to this Services Agreement, or the Services purchased hereunder.

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

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - From Knights of Columbus (Mother of Mercy Council 16461) - \$100.00

Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$100.00 donation from the Knights of Columbus (Mother of Mercy Council 16461) in appreciation of Stop the Bleed and CPR Class instruction.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - From Hair Max Beauty Supply Northgate - \$50.00
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$50.00 donation from Hair Max Beauty Supply Northgate.

CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Donation Acceptance - Ten (10) art tables from the Clippard YMCA for the Community Center Art Room
The Clippard YMCA is donating ten (10) art tables for the Community Center's Art Room.

Rationale:

Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Accepatance - Police Department - Moose Lodge - \$834.80
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$834.80 donation from Moose Lodge - Cincinnati Lodge No 2.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Promotion - Full-time Firefighter/EMT - Department of Fire and EMS - Patrick Murray - \$22.43 per Hour
Recommend approval of all consent items.

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

- Patrick Murray

The wage for this job is \$22.43 per hour for 52 hours per week. Contingent upon Board approval, he would be eligible to begin work on January 28, 2024.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Matthew Richwine - \$38.51

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: Matthew Richwine.

The wage for this job is \$38.51 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on January 24, 2023.

CONSENT ITEMS

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

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Management Analyst Intern - Development Department - Brody Smith
Recommend ADOPTION of the Motion.

Rationale:
The position of Management Analyst Intern was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Brody Smith

The wage for this job is \$15.00 per hour for approximately 12 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 5, 2024.