

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - February 13, 2024

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 Walls Introducing and Swearing-in a Newly Promoted Employee
 - b. Retirement Proclamation – Firefighter/EMT Steve Lawson
 - c. Proclamation - Elder Stephen F. Brown for Years of Service to Abundant Life Ministries
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

- a. Motor Vehicle Crash Billing Update
- b. Resolution Declaring Nuisance and Ordering Abatement
- c. Resolution Declaring a Junk Motor Vehicle - 2415 Lynnfork Ave. - 1 of 3
- d. Resolution Declaring a Junk Motor Vehicle - 2786 Rumford Ct. - 2 of 3
- e. Resolution Declaring a Junk Motor Vehicle - 9661 Weik Rd. - 3 of 3

Public Services

- a. Motion Authorizing the Township Administrator to Execute a Memorandum of Understanding with AFSCME Labor Union

Development

- a. Resolution to Extend Moratorium on New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township by One-Year
- b. Resolution Requesting Zoning Commission to develop Amendment to Colerain Township Zoning Resolution, Article 7.4.13, Group Homes for Children

Administration

- a. Motion Authorizing Township Administrator to Execute a Grant Agreement with SORTA for Joseph Sidewalk Project

11. Old Business

- a. Resolution Modifying Resolution 109-22 Regulating Nuisance Properties

12. Consent Items

- a. New Hire - Management Analyst - Administration - Christiana Cabrera - \$26/hour
- b. New Hire - Bus Driver - Public Services - Thomas Botkin - \$17.31/hour
- c. Promotion - Full-time Firefighter/EMT - Department of Fire and EMS - Cody Wright - \$22.43 per Hour
- d. Contract - Strkyer - Equipment Maintenance - \$8,540 - Expires 2028
- e. Contract - Buckeye Power - Generator Maintenance - \$4,925
- f. Contract - Deer Park - Station 25 Roof Repairs - \$900
- g. Contract - Deer Park - 4160 Roof Repairs - \$2,678
- h. Contract - Hamilton County Land Reutilization Corporation - Fire Training at Sears - \$0
- i. Contract - Winelco - Septic System Maintenance - \$300 - 1 Year Term

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

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

Rationale:

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

- Patrick Murray

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Retirement Proclamation – Firefighter/EMT Steve Lawson

No action is requested of the Board.

Rationale:

Recognize retired Firefighter/EMT Steve Lawson for 31.5 years of service to the community.

**PROCLAMATION FOR
FIREFIGHTER/EMT STEVE LAWSON
FOR HIS YEARS OF DEDICATED SERVICE
TO COLERAIN TOWNSHIP, OHIO**



Whereas Firefighter/EMT Steve Lawson was hired on June 9th of 1992, as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

Whereas Firefighter/EMT Steve Lawson has demonstrated professionalism, allegiance, service, commitment, and excellence through his contributions as a firefighter, emergency medical technician, lieutenant, captain, leader, mentor, colleague, and friend during his tenure with the Department; and

Whereas Firefighter/EMT Steve Lawson retired on December 24th of 2023, after 31.5 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Firefighter/EMT Steve Lawson as an outstanding employee and that he contributed greatly to our community during his long public service tenure.

Be it further resolved that in recognition of all that Firefighter/EMT Steve Lawson has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, February 13th, 2024, as a special day of recognition for Steve Lawson to acknowledge his contributions to our community and wish him continued success in retirement.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: February 13th, 2024

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Proclamation - Elder Stephen F. Brown for Years of Service to Abundant Life Ministries
Recommend ADOPTION of the Motion.

Rationale:

Abundant Life Faith Fellowship is located at 2740 Hyannis Dr and has served residents of Colerain for over 40 years, with Elder Stephen Brown serving as their pastor.

**PROCLAMATION FOR
ELDER STEPHEN F. BROWN
MINISTRY OF ABUNDANT LIFE FAITH FELLOWSHIP
FOR 43 YEARS OF SERVICE
IN COLERAIN TOWNSHIP, OHIO**



- Whereas** Elder Stephen F. Brown founded the Ministry of Abundant Life Faith Fellowship on April 26, 1981 and has faithfully devoted his prayers, time and leadership to serve as Senior Pastor and Elder for 43 years; and
- Whereas** Elder Stephen F. Brown has worked in Colerain Township for 43 years and has been an upright and contributing citizen to his community; and
- Whereas** Elder Stephen F. Brown has served his family well as a husband to his wife of 54 years, and as father to four children and grandfather to 19 grandchildren; and
- Whereas** Elder Stephen F. Brown has labored faithfully to lead and teach his community.

Be it resolved that in recognition of Elder Stephen F. Brown, the Colerain Township Board of Trustees hereby proclaim Friday, April 26, 2024, as a special day of recognition for Elder Stephen F. Brown to acknowledge his contributions to the Ministry of Abundant Life Faith Fellowship and residents of Colerain Township.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: February 13, 2024

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services

Motor Vehicle Crash Billing Update

Staff seeks direction on this issue.

Rationale:

Fire & EMS Chief Allen Walls will provide an update on the potential for motor vehicle crash billing.

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:

8439 Colerain Ave	510-0090-0018-00
9690 Colerain Ave	510-0103-0117-00
2782 Hazelton Ct	510-0041-0303-00
2955 Jackfrost Way	510-0042-0258-00
10266 Pottinger Rd	510-0113-0211-00
3323 West Galbraith Rd	510-0083-0135-00

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>
8439 Colerain Ave	510-0090-0018-00
9690 Colerain Ave	510-0103-0117-00
2782 Hazelton Ct	510-0041-0303-00
2955 Jackfrost Way	510-0042-0258-00
10266 Pottinger Rd	510-0113-0211-00
3323 West Galbraith Rd	510-0083-0135-00

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 - 2415 Lynnfork Ave. - 1 of 3
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:

2415 LYNNFORK AVE. Cincinnati, OH 45231

1. **(NO PLATE), 2017, WHITE, VOLVO, S60**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the **13th** day of February, 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 2415 LYNNFORK AVE.
Cincinnati, OH 45231 – Parcel ID 510-0051-0151-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2415 LYNNFORK AVE. Cincinnati, OH 45231 – Parcel ID 510-0051-0151-00**

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

1. The Board declares the junk motor vehicle located at **2415 LYNNFORK AVE. Cincinnati, OH 45231 – Parcel ID 510-0051-0151-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO PLATE), 2017, WHITE, VOLVO, S60

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this 13th day of February, 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 **13th** day of February 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 Rumford Ct. - 2 of 3
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 RUMFORD CT. Cincinnati, OH 45251

1. **(OH) HHZ6147, 2007, ORANGE, FORD, EDGE**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the **13th** day of February, 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 RUMFORD CT.
Cincinnati, OH 45251 – Parcel ID 510-0041-0291-00
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 RUMFORD CT. Cincinnati, OH 45251 – Parcel ID 510-0041-0291-00**

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

1. The Board declares the junk motor vehicle located at **2786 RUMFORD CT. Cincinnati, OH 45251 – Parcel ID 510-0041-0291-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) HHZ6147, 2007, ORANGE, FORD, EDGE

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this 13th day of February, 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 **13th** day of February 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 - 9661 Weik Rd. - 3 of 3
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:

9661 WEIK RD. Cincinnati, OH 45252

1. **(OH) Q908071, 2004, BLACK, HUMMER, H2**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the **13th** day of February, 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 9661 WEIK RD.
Cincinnati, OH 45252 – Parcel ID 510-0330-0066-00
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 **9661 WEIK RD. Cincinnati, OH 45252 – Parcel ID 510-0330-0066-00**

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

1. The Board declares the junk motor vehicle located at **9661 WEIK RD. Cincinnati, OH 45252 – Parcel ID 510-0330-0066-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) Q908071, 2004, BLACK, HUMMER, H2**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this 13th day of February, 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 **13th** day of February 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

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

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

Motion Authorizing the Township Administrator to Execute a Memorandum of Understanding with AFSCME Labor Union

Recommend ADOPTION of the Motion.

Rationale:

This Memorandum of Understanding (MOU) updates the original language regarding Article 21 - Longevity to better define the eligibility requirements for staff to receive longevity pay. As it stands without the MOU, the language is broad and does not address specific requirements which has created confusion for staff.

MEMORANDUM OF UNDERSTANDING

The Colerain Township Board of Trustees and the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553, referred to as "the Parties," hereby agree to the following Articles (Article 21, Longevity), of the current collective bargaining agreement between them, set to expire as of December 31, 2025, will be amended as attached. Finally, the Parties agree to the terms of this MOU are enforceable through the grievance procedure outlined in the contract.

ARTICLE 21 LONGEVITY

SECTION 1. All current Colerain Township bargaining unit employees who have served as members covered under this Collective Bargaining Unit with Colerain Township on a continual basis, without interruption, will receive annual longevity payments in accordance with the following scheduled percentages based off their existing base salary as of November 30 of the year in which longevity is to be paid:

10	years or more of continual service	1.50%
15	years or more of continual service	2.25%
20	years or more of continual service	3%

IN WITNESS WHERE OF, the parties have hereunto set their hands this 13th day of February 2024.

For the Township:

Trustee

Trustee

Trustee

Township Administrator

For the Union:

AFSCME Representative

Union Representative

Union Representative

Union Representative

As to Form:

Law Director

DRAFT

DEVELOPMENT

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

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

Resolution to Extend Moratorium on New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township by One-Year

Recommend ADOPTION of the Resolution.

Rationale:

The Township adopted a resolution placing a moratorium on establishments that sell vaping products in 2022. That one-year moratorium was subsequently extended in 2023, with the anticipation that full language would be included with the update to the zoning code that is currently in draft form. This additional one year extension should permit the Township to include finalized language in the new code that is anticipated to be adopted in 2024.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 13th day of February, 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO. _____-24

RESOLUTION IMPOSING A ONE YEAR MORATORIUM ON NEW ESTABLISHMENTS THAT PRIMARILY SELL OR DISTRIBUTE ELECTRONIC SMOKING DEVICES AND/OR VAPOR PRODUCTS WITHIN COLERAIN TOWNSHIP, OHIO

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, Colerain Township has the power to enact planning and zoning laws that are intended to protect the health, welfare, and safety of the citizens of the Township; and

WHEREAS, there has been an increase in new establishments that primarily sell electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code, and the Board of Trustees is concerned with the impact of these businesses operating within Colerain Township; and

WHEREAS, the Township has conducted research on the definitions of “electronic smoking devices,” “vapor products,” “alternative nicotine products,” “characterizing flavors,” “flavored electronic smoking devices,” “flavored vapor products,” and “distribute,” the impact of these products on users, and the age of citizens in Ohio who can legally purchase, use, and/or distribute these products; and

WHEREAS, Colerain Township is currently rewriting its Zoning Resolution, with an anticipated completion in 2024, to ensure that it properly aligns with the recently enacted *Comprehensive Plan: Imagine Colerain*; and

WHEREAS, upon completion of the Zoning Resolution rewrite, there will be a better understanding of the impact of establishments that primarily sell electronic smoking devices and vapor products which are operating within Colerain Township; and

WHEREAS, the Board of Trustees desires to impose a one year moratorium on new establishments that primarily sell electronic smoking devices and vapor products within Colerain Township in order to consider the enactment of reasonable regulations as to size, number, and location of these businesses in the Township; and

WHEREAS, this Board of Trustees will have more time and be able to consider reasonable regulations to accomplish the Township’s goals and protect the health,

safety, welfare, peace, and comfort for the citizens of Colerain Township more effectively if a moratorium is in place.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLERAIN TOWNSHIP, HAMILTON COUNTY, ___ members elected thereto concurring:

1. The Board of Trustees hereby approves, imposes, and authorizes a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses in order so that Township staff may continue to study the new law, statutes, codes, resolutions, and the related issues and then determine whether to limit or entirely prohibit such businesses and/or sales within Colerain Township and to prepare any necessary, related regulations.

2. No certificates or permits of any kind shall be processed or issued to an applicant who intends to open, use any land or devote any floor area of a business for the purposes of distributing electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products for the period of time of this moratorium. No valid existing business within the Township may expand in any way for the duration of the moratorium.

3. The Board of Trustees seeks to limit the duration of the moratorium and to instruct the Township Administrator and Township staff to consider the impact of establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes, and any related issues in the rewrite of the Township's Zoning Resolution, and then recommend new regulations regarding the zoning, prohibition and/or limitations of the distributing of electronic smoking devices and vapor products.

4. The Board of Trustees hereby directs and orders that no permits for establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes shall be issued or processed by Colerain Township during this one (1) year moratorium.

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

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

7. This Resolution shall take effect on the earliest date permitted by law.

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

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

ADOPTED this _____, day of February, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Fiscal Officer

Resolution prepared by and approved as to form:

Scott 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 February, 2024.

Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

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

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

Resolution Requesting Zoning Commission to develop Amendment to Colerain Township Zoning Resolution, Article 7.4.13, Group Homes for Children

Recommend ADOPTION of the Resolution.

Rationale:

Colerain Township Development staff have had a significant increase in applications for Group Homes for Children, Adult Family Homes, and Adult Group Homes since November, 2023. There have been numerous complaints at these homes, including kidnapping, drug usage, and a blatant disregard for child welfare, which has also resulted in a significant increase in calls for service from the Colerain Township Police Department. The Board of Trustees is requesting that the Zoning Commission and the Development Department staff prepare zoning text amendments to the Zoning Resolution to properly address these issues, including regulations for Group Homes for Children, Adult Family Homes, and Adult Group Homes. Such changes would be in the best interest of the Township and the health, safety, morals and welfare of the public and would be consistent with the Colerain Township Comprehensive Plan previously adopted by the Township.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m. on the 13th day of February, 2024 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-24

**INITIATION TO AMEND COLERAIN TOWNSHIP
ZONING RESOLUTION ARTICLE 7.4.13: GROUP HOMES FOR CHILDREN**

WHEREAS, the Colerain Township Development Department staff have had a significant increase in applications for Group Homes for Children, Adult Family Homes, and Adult Group Homes since November, 2023. From June to October, 2023, there was only one (1) applicant for a Group Home for Children, but from November to January, 2024, there nine (9) applicants in combination with numerous new inquiries; and

WHEREAS, the review process for Group Homes for Children requires staff to analyze the usage of every residence within 600' of the proposed Group Home for Children to ensure that a similar use does not already exist prior to issuing a Zoning Certificate to the new applicant; and

WHEREAS, due to the increase in interest in operating Group Homes for Children in Colerain Township, it was discovered that nearly all existing homes were already operating without a valid Zoning Certificate; and

WHEREAS, many of such properties have received numerous complaints, including kidnapping, drug usage, and a blatant disregard for child welfare, which has also resulted in a significant increase in calls for service from the Colerain Township Police Department; and

WHEREAS, some of such properties have had to have numerous inspections from the Ohio Department of Jobs and Family Services related to the aforementioned complaints.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio requests that the Colerain Township Zoning Commission and the Development Department staff prepare zoning text amendments to the Colerain Township Zoning Resolution to properly address these issues, including regulations for Group Homes for Children, Adult Family Homes, and Adult Group Homes. Such changes would be in the best interest of the Township and the health, safety, morals and welfare of the public and would be consistent with the Colerain Township Comprehensive Plan previously adopted by the Township; and

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

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

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

ADOPTED this 13th, day of February, 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 Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of February, 2024.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets, Strategic Goal #5: Continuously Improve the Operations of the Township, Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Execute a Grant Agreement with SORTA for Joseph Sidewalk Project

Recommend ADOPTION of the Motion.

Rationale:

The Township was notified that the grant request from SORTA to install a new sidewalk on Joseph Road between Colerain Avenue and Compton Road was approved. Attached is the draft agreement from SORTA. The Township will be awarded \$173,250 (50%) for construction of the sidewalk and the total project is estimated to cost \$346,500.

PROJECT GRANT AGREEMENT

Transit Infrastructure Fund

Round 3

Grantee(s)					
Grantee(s):	Colerain Township	Grant No.:			
Project Site Address:	Joseph Road Sidewalks				
City:	Colerain Township	State:	Ohio	Zip:	45251
Project Local Jurisdiction:	Colerain Township	Effective Date:	02/20/2024		
Project County:	Hamilton	Construction Commencement Date:	No later than 20/20/2025		
Grant Funds:	Up to \$173,250.00	End Date:			
Reimbursement Percentage:	Not to exceed 50%	Integrating Committee Approval Date:	09/08/2023		
Project Contact					
Grantee Contact:	Tiphannie Mays	Title:	Assistant Township Administrator		
Address:	4200 Springdale Rd				
City:	Colerain Township	State:	Ohio	Zip:	45251
E-Mail:	Tmays@colerain.org				
Phone Number:	(513) 923-5000	Fax Number:	N/A		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **Southwest Ohio Regional Transit Authority (“Grantor”)** and **Grantee(s)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with general construction or maintenance of roads or bridges at the Project Site listed above (the “**Project**”) and related to the provision of service by the Grantor. Grantor’s authorized representative shall be the Transportation Infrastructure Fund Liaison Officer (the “**TIFLO**”) or such individual authorized in writing by the Grantor’s Chief Executive Officer. This Agreement incorporates by reference the (a) “**Scope of Work**,” which is attached as Exhibit I; (b) the Transit Infrastructure Fund Applicant Guidelines Rules and Regulations Round 3 (Program Year 2023); (c) Grantee’s Application for Financial Assistance; and (d) those items set forth on the Grantee’s Transit Infrastructure Fund – Applicant Submission

Checklist; provided, however, that if there is a conflict among this Agreement and any of those items, the Agreement will control followed by items (a) – (d) in that order of priority.

RECITALS

- A. Section 306.353 of the Ohio Revised Code (the “**ORC**”) provides the Grantor authority to levy a tax in accordance with ORC Section 5739.023 to fund construction or maintenance of roads or bridges related to the Grantor’s services.
- B. The Grantor will submit this Agreement for approval to the District Two Public Works Integrating Committee of Hamilton County (the “**Integrating Committee**”).
- C. The Integrating Committee will review and approve or deny Agreements submitted to it at least annually.
- D. The Grantor may expend Grant Funds only as authorized in an approved Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. Project Funding.

(a) Transit Infrastructure Fund Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds and the timing listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of constructing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) Budget or Funding Reductions. Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s current or anticipated funding levels for the Transit Infrastructure Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in Project expenditure commitments outlined on Exhibit I of this Agreement.

(d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional

funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a payment or reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing costs or expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon the Reimbursement Percentage of the actual eligible Project costs listed on the table above (the “**Reimbursement Percentage**”). Grantor shall be the sole judge of, and shall reasonably determine, the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, receipts and/or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a disbursement request. With each disbursement request, Grantee reaffirms its representations and warranties included in this Agreement. A sample Disbursement Request Form is attached as Exhibit II.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete or cause completion of the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”), provided, however, that a Closeout Report and final Annual Report (as defined herein) will continue to be required to be submitted whether prior to or following the End Date, as will the obligations of section 8(a).

5. **Additional Project Requirements.** Construction must commence no later than one (1) year from the date of this Agreement unless otherwise approved in writing by the TIFLO. Failure to meet Project schedules submitted with Grantee's application may result in termination of this Agreement at the sole discretion of Grantor. The minimum useful life for any Project is seven (7) years. Only construction and construction contingency costs are eligible costs. Ineligible costs include expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: (a) ornamental plants (other than trees) or structures; (b) decorative signs and other decorative items; (c) construction engineering and management; and (d) limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

6. **Non-Discrimination.**

(a) **DBE and Minority Hiring Goal.** Grantee agrees to abide by any Disadvantaged Business Enterprise or similar applicable requirement, policy or workforce goals of Grantor, the State of Ohio and the United States for the Project.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. **Reporting.**

(a) **Performance Reports.** Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format required by Grantor (respectively, the "**Quarterly Reports**" and the "**Annual Report**"). Each Quarterly Report will provide an update on the construction progress during that quarter in narrative form, together with such information as Grantor requests. Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than fifteen days following the end of the calendar quarter (with reports due April 15, July 15, October 15 and January 15) and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) **Closeout Report.** Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the

Project; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Project.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's effective administration of this grant. If Grantee fails to submit any Quarterly Report, Annual Report or Closeout Report, and such breach continues uncured for more than 30 days, Grantor, in addition to its remedies under Section 10(b), may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Quarterly Report, Annual Report or Closeout Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records as are required by Grantor in Section 7(a) above and all relevant supporting documentation. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations, including but not limited to, as applicable, ORC Chapter 153.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC § § 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee. Grantee has complied with all procedures, prerequisites and obligations for the Project's application and approval under section 306.353 of the ORC, and all statements made in connection with Grantee's application and other submissions to Grantor remain true and correct as of the date hereof. Grantee is a county, municipal corporation or township located within the Grantor's territorial boundaries.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of ORC Chapter 4115. To the extent applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements related to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the TIFLO and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete or cause completion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds received by Grantee.
- (iii) Determine Grantee Ineligible for Future Awards. Grantor may determine that, due to Grantee’s breach of this Agreement, that Grantee will be ineligible for future Transit Infrastructure Grant awards.
- (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, or (v) has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total

expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the TIFLO and any person performing services or supplying any equipment, materials, good, or supplies of the Project to Grantee sufficient to impose upon the TIFLO or Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the funds being provided by the TIFLO and the Grantee's construction or management of the Project.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the ORC including, without limitation, Section 306.353, have been complied with, and until such time as all funds have been made available and are forthcoming from the Transit Infrastructure Fund. In the event such funds become unavailable, or the Integrating Committee does not approve this Agreement, then Grantor shall have no further obligations hereunder.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Southwest Ohio Regional Transit
Authority
Attn: Darryl Haley, CEO
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

If to Grantee:
To the Grantee Contact and address as set
forth on page one of this Agreement.

And a copy to the Transportation
Infrastructure Fund Liaison Officer
Attn: Khaled Shammout
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

14. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Hamilton County, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the TIFLO involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Hamilton County, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Roadwork Project or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Project Sign. Grantee shall erect a sign on the Project Site, at Grantee’s cost, acknowledging the Grantor’s role in the Project, provided that the location thereof shall be agreed upon mutually by the Grantor and the Grantee. The sign shall be at least six (6) feet by four (4) feet and be at least four (4) feet above the ground.

[signature page follows]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

Southwest Ohio Regional Transit Authority

Sign: _____

Sign: _____

Print: _____

Print: Darryl Haley

Title: _____

Title: CEO/GM

Date: _____

Date: 02/20/2024

EXHIBIT I

Scope of Work

Pursuant and subject to Section 306.353 of the Ohio Revised Code, on September 08, 2023, the Integrating Committee approved the Southwest Ohio Regional Transit Authority's request to approve the attached Agreement and provide the Grant Funds set forth on the first page of the Agreement for costs associated with the completion of public roadwork and bridgework improvements in support of the Grantor's provision of services. Subject to the terms and conditions in the Agreement, Grantor is offering a grant from the Transit Infrastructure Fund for up to \$173,250, covering up to [50%] percent of the total eligible road and bridge costs.

Transit Infrastructure Fund grants are awarded for public roadwork and bridge general construction or maintenance related to the Southwest Ohio Regional Transit Authority's provision of services. Eligible costs include only construction and construction contingency costs. Ineligible costs include: expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: ornamental plants (other than trees) or structures; decorative signs and other decorative items; construction engineering and management; and limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

The Project consists of the following main components:

- Installation of new sidewalk along Joseph Road connecting pedestrian traffic from Cheviot Rd. to Colerain Avenue.
- Total 2,650 LF of new sidewalk, new bus facilities for two stops along Joseph Rd, added tree lawn, and crosswalks.

Project Improvement Costs	\$ 346,500.00
Total Eligible Improvement Costs	\$ 173,250.00
Transit Infrastructure Fund Assistance	\$ 173,250.00

EXHIBIT II

Disbursement Request Form [SAMPLE ONLY, SUBJECT TO CHANGE]

<u>Reimbursement Amount</u>	<u>Description of Eligible Project Costs</u>	<u>Form of Supporting Document(s) Attached</u> (Invoice, purchase agreement, pay application, and other evidence of eligible costs incurred)
\$		
<u>TOTAL REIMBURSEMENT REQUESTED:</u>	\$	<u>Date Submitted:</u>

To: Southwest Ohio Regional Transit Authority

Attention: TIFLO (_____)

Subject: Disbursement Request pursuant to the terms of the Transit Infrastructure Fund Project Grant Agreement dated _____, 202_ (the “Agreement”), by and between the Southwest Ohio Regional Transit Authority [Grantor] and _____ (“Grantee”).

You are hereby requested to approve the amount of [\$_____] as an eligible cost for the purposes set forth in the above schedule. Unless otherwise defined herein, all capitalized terms set forth but not defined in this “Disbursement Request Form” have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Grantee does hereby certify on behalf of the Grantee that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Disbursement Request Form;

2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the eligible costs of the Project (as defined in the Agreement), and has not been the basis of any previous reimbursement request submitted to any party;
3. The Grantee is in compliance with all provisions and requirements of the Agreement and re-affirms all representations and warranties therein as of the date hereof;
4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
5. The Grantee has, or the appropriate parties on the Grantee's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the good or services related to the eligible costs of the Project or any part thereof which warranties have vested in the Grantee;
6. The Grantee is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials in connection with the Project for which reimbursement is requested pursuant to this written requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this ____ day of 20__.

GRANTEE

By: _____
Name; Title

Date: _____

OLD BUSINESS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Modifying Resolution 109-22 Regulating Nuisance Properties
Recommend ADOPTION of the Resolution.

Rationale:

This resolution had its first reading at the January 23, 2024 Board of Trustees meeting. For background, 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.

CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

New Hire - Management Analyst - Administration - Christiana Cabrera - \$26/hour
Recommend approval of all consent items.

Rationale:
The full-time position of Management Analyst was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Christiana Cabrera.

The wage for this position is \$26 per hour for up to 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on or near February 28, 2024.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

New Hire - Bus Driver - Public Services - Thomas Botkin - \$17.31/hour
Recommend approval of all consent items.

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

The wage for this job is \$17.31 per hour for up to 30 hours per week. Contingent upon Board approval, he would be eligible to begin work on February 14, 2024.

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 - Cody Wright - \$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:

- Cody Wright

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 February 18, 2024.

CONSENT ITEMS

Department: Administration
Department Director: Allen Walls, Fire Chief

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

Contract - Strkyer - Equipment Maintenance - \$8,540 - Expires 2028
Recommend approval of all consent items.

Rationale:
The attached agreement with Strkyer will provide maintenance for needed EMS equipment through 2028 at a total cost of \$8,540.



Four Year PM Only Annual

Quote Number: 10850158

Version: 1

Prepared For: COLERAIN TWP FIRE AND EMS DEPT

Attn:

Rep: Ross Finan

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep:

Quote Date: 01/16/2024

Email:

Expiration Date: 02/15/2024

Contract Start: 02/01/2024

Contract End: 01/31/2028

JFF Weekbach 2/5/24
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

 2/5/24
Authorized Customer Signature Date

Stryker Authorized Signature Date

PO #125-2024
Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.



Four Year PM Only Annual

Quote Number: 10850158

Version: 1

Prepared For: COLERAIN TWP FIRE AND EMS DEPT

Attn:

Rep: Ross Finan

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep:

Quote Date: 01/16/2024

Email:

Expiration Date: 02/15/2024

Contract Start: 02/01/2024

Contract End: 01/31/2028

Delivery Address

Name: COLERAIN TWP FIRE AND EMS DEPT

Account #: 20043487

Address: 4160 SPRINGDALE RD

CINCINNATI

Ohio 45251-1441

Bill To Account

Name: COLERAIN TWP FIRE AND EMS DEPT

Account #: 20043487

Address: 4160 SPRINGDALE RD

CINCINNATI

Ohio 45251-1441

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SV < Preventative	48	7	\$1,220.00	\$8,540.00
ProCare Annual Payment:						\$2,135.00

Price Totals:

Grand Total: \$8,540.00

*Need approval
for PO*

Payment Schedule

Starting Balance: **\$8,540.00**

Date	Payment	Balance
02/01/2024	\$2,135.00	\$6,405.00
02/01/2025	\$2,135.00	\$4,270.00
02/01/2026	\$2,135.00	\$2,135.00
02/01/2027	\$2,135.00	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWERPRO	161240890
1.0	PROCARE-SVC-POWERPRO	161240889
1.0	PROCARE-SVC-POWERPRO	180139800
1.0	PROCARE-SVC-POWERPRO	2006003500477
1.0	PROCARE-SVC-POWERPRO	161240892
1.0	PROCARE-SVC-POWERPRO	161240891
1.0	PROCARE-SVC-POWERPRO	161240893

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

CONSENT ITEMS

Department: Administration
Department Director: Allen Walls, Fire Chief

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

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

Rationale:
The attached contract will provide for generator maintenance at Station 109 for three years at a cost of \$4,925.



Planned Maintenance Agreement

Page 2

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

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

Contact Matt Vangen
Phone No. 513-919-9063
E-Mail mvangen@colerain.org

Salesperson Marissa Maloney
Contract No. PMA0WC1223
Description Planned Maintenance Agreement - 3 Year

Starting Date 03/01/20
Invoice Period Year
Annual Amount 4,925.00
Accept Before 02/15/23

Ship-to Address

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

EQ0201839	PM for 2004543 ST 109	KH100REOZJB	2004543 ST 10	1,095.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			
	Load Bank Notes: S/N 2004543 ST 109, 240V 4 PUSH INS 10 FT			

Ship-to Address

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

EQ0200666	PM for 274230-ST 25	KH80ROZJ	274230-ST 25	970.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			
	Load Bank Notes: SN: 274230-ST 25 , 240V 2 PUSH ISN 25FT			

Ship-to Address

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

EQ1005864	PM for SGM329PF8 ST 26	KH50REZGB	SGM329PF8	955.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			
	Load Bank Notes: S/N SGM329PF8, 240V 2 PUSH INS 10FT			



Planned Maintenance Agreement

Page 1

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

Bill-to Customer No. C00115150

Colerain Township Fire Department (V)

Accounts Payable

4200 Springdale Road

Cincinnati, OH 45251

USA

Contact Matt Vangen

Phone No. 513-919-9063

E-Mail mvangen@colerain.org

Salesperson Marissa Maloney

Contract No. PMA0WC1223

Description Planned Maintenance Agreement - 3 Year

Starting Date

Invoice Period Year

Annual Amount 4,925.00

Accept Before

Contract Comments

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

Agreement Locks Rates for Three Years,,

Agreement Includes Two Service Visits per Year,,

Agreement Includes 2HR Load Bank Test per Year,,

~ Service Cycle ~,,

March - Major PM and 2HR Load Bank Test,,

September - Minor PM

PO # needed for year 2 of 3 (03/01/24 - 02/28/25)

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

Ship-to Address

Colerain Twp Fire St. 102

11474 Old Colerain Ave.

Cincinnati, OH 45251

USA

EQ0200664	PM for 0681429-ST 102	KH30RZ	0681429-ST 10	935.00
MAJLB-2	Major -Load Bank Test			
MINOR	Minor			

Ship-to Address

Colerain Twp Fire St. 103

6000 Thompson Rd.

Cincinnati, OH 45251

USA

EQ0200665	PM for 0735216-ST 103	KH60REOZJB	0735216-ST 10	970.00
MAJLB-2	Major -Load Bank Test			
MINOR	Minor			

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

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

ARTICLE TWO: REMEDIES FOR BREACH

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

ARTICLE THREE: TERMINATION OF AGREEMENT

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

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

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

BUCKEYE POWER SALES CO., INC.**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)****4.03 Annual Maintenance**

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

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

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

4.04 Third Year Maintenance (only if specified)

- Services provided in Servicing Agent's Third Year Maintenance Trip will include the items listed in Sections 4.02, 4.03, and the following:

- | | |
|-------------------------|-------------------------|
| - Replace air filter(s) | - Replace radiator cap |
| - Replace coolant | - Replace coolant hoses |
| - Replace belts | |

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

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

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

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

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

Services Performed at Scheduled Maintenance Visits

Minor Maintenance

- Check air intakes and outlets
- Drain exhaust line
- Check battery charger operation and charge rate
- Clean battery terminals as necessary
- Emergency system operation without load transfer
- Check transfer switch and accessory operation
- Check engine & generator gauge & indicator operation
- Check generator set controller operation including shutdown functions
- Emergency system operation with load transfer (subject to owners approval)

- Inspect Air Cleaner
- Check Coolant Level
- Check Engine Heater Operation
- Test Antifreeze and Adjust
- Inspect Belts and Hoses as Required
- Check generator set for fuel, oil, coolant leaks
- Check transfer tank operation
- Inspect silencer
- Check battery electrolyte levels and specific gravity
- Check generator output voltage and adjust as necessary
- Frequency check/governor adjustment, as required
- Check engine alternator charge rates

Major Maintenance

- Check air intakes and outlets
- Drain exhaust line
- Check battery charger operation and charge rate
- Clean battery terminals as necessary
- Emergency system operation without load transfer
- Check transfer switch and accessory operation
- Check engine & generator gauge & indicator operation
- Perform engine checks per manufacturer's recommendations
- Check generator set controller operation including shutdown functions
- Engine tune-up with parts (to include points, condenser, rotor, cap, and spark plugs) for gas engines only as required
- Emergency system operation with load transfer (subject to owners approval)

- Inspect Air Cleaner
- Check Coolant Level
- Check Engine Heater Operation
- Test Antifreeze and Adjust
- Inspect Belts and Hoses as Required
- Check generator set for fuel, oil, coolant leaks
- Check transfer tank operation
- Inspect silencer
- Check battery electrolyte levels and specific gravity
- Check generator output voltage and adjust as necessary
- Frequency check/governor adjustment, as required
- Check engine alternator charge rates
- Lube oil and filter(s) change
- Fuel filter(s) change

Third Year Maintenance (Cooling System Service)

- Check air intakes and outlets
- Drain exhaust line
- Check battery charger operation and charge rate
- Clean battery terminals as necessary
- Emergency system operation without load transfer
- Check transfer switch and accessory operation
- Check engine & generator gauge & indicator operation
- Replace air filter(s)
- Replace belts
- Replace coolant hoses
- Battery Replacement (IF REQUESTED)
- Perform engine checks per manufacturer's recommendations
- Check generator set controller operation including shutdown functions
- Engine tune-up with parts (to include points, condenser, rotor, cap, and spark plugs) for gas engines only as required
- Emergency system operation with load transfer (subject to owners approval)

- Inspect Air Cleaner
- Check Coolant Level
- Check Engine Heater Operation
- Test Antifreeze and Adjust
- Inspect Belts and Hoses as Required
- Check generator set for fuel, oil, coolant leaks
- Check transfer tank operation
- Inspect silencer
- Check battery electrolyte levels and specific gravity
- Check generator output voltage and adjust as necessary
- Frequency check/governor adjustment, as required
- Check engine alternator charge rates
- Lube oil and filter(s) change
- Replace radiator cap
- Fuel filter(s) change
- Replace coolant

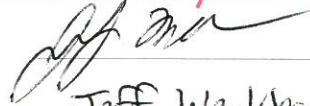
Total4,925.00

Customer Signature Line

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

PO #

126-2024

Sign**Print**

Jeff Weckbach

Date

2/5/24

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Deer Park - Station 25 Roof Repairs - \$900
Recommend approval of all consent items.

Rationale:
This contract with Deer Park is for roof repairs at Station 25 for a total of \$900.



7201 Blue Ash Road, Cincinnati, OH 45236 Phone 513-891-9151 Fax 513-891-9152
6418 Dixie Highway, Florence, Kentucky 41042 Phone 513-504-1034 Fax 859-282-7222

Commercial Division

Colerain Township
4160 Springdale Road
Cincinnati Oh 45251

January 9, 2024

ATTN: Bob Dellaposta

RE: Roof Repairs at Station #25

Scope of Work:

- Investigate 2 active roof leaks over the garage.
- Repair any minor deficiencies. Photograph and document any major deficiencies for pricing.
- This project will be completed on a Time Plus Material basis of \$78.00 per man hour plus material costs.
- This project is based on two men 8 hours apiece with a material limit of \$78.00 per man hour.

TOTAL PRICE IS NOT TO EXCEED...\$900.00

Clarifications and Exclusions:

- This proposal is valid for 30 days.
- This proposal is based on a standard AIA A104 contract.
- Any work not listed above will be billed in addition to the original contract price at a rate of \$78.00 per man hour plus material costs.
- Work to HVAC, mechanical, plumbing or any other equipment will be handled by the owner or added to the contract price.
- **Payment Terms:** Payment due upon invoicing at the completion of the job.

Jason Mitchell
Commercial Estimator
jrmitchell@deerparkroofing.com
513-504-1034

Proposal Accepted By:
Signature [Signature]
Title Administrative
Date 2/5/24
PO # 183-24

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Deer Park - 4160 Roof Repairs - \$2,678
Recommend approval of all consent items.

Rationale:
The attached agreement is for \$2,678 to make repairs on the roof at 4160 Springdale Road with Deer Park.



7201 Blue Ash Road, Cincinnati, OH 45236 Phone 513-891-9151 Fax 513-891-9152
6418 Dixie Highway, Florence, Kentucky 41042 Phone 513-504-1034 Fax 859-282-7222

Commercial Division

Colerain Township
4160 Springdale Road
Cincinnati Oh 45251

January 9, 2024

ATTN: Bob Dellaposta

RE: Sealing Counter Flashing Where the Low Metal Roof Meets the Upper Roof

Scope of Work for the Metal Roof:

- Remove existing sealant at the top of the counter flashing. Approximately 100 feet.
- Seal the top of the counter flashing using urethane sealant. Filling all voids.

Scope of Work for the Shingle Roof:

- Investigate one active roof leak on the shingle roof over the break room.
- Repair any minor deficiencies. Limited to two men 4 hours apiece with a material limit of \$150.00
- **This roof is to be replaced in the Spring of 2024.**

TOTAL PRICE...\$2,678.00

Clarifications and Exclusions:

- This proposal is valid for **30** days.
- This proposal is based on a standard AIA A104 contract.
- Any work not listed above will be billed in addition to the original contract price at a rate of \$78.00 per man hour plus material costs.
- Work to HVAC, mechanical, plumbing or any other equipment will be handled by the owner or added to the contract price.
- **Payment Terms:** Payment due upon invoicing at the completion of the job.

Jason Mitchell
Commercial Estimator
jmittell@deerparkroofing.com
513-504-1034

Proposal Accepted By:
Signature [Signature]
Title Administrative
Date 2/5/24

PO # 182-24

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Hamilton County Land Reutilization Corporation - Fire Training at Sears - \$0
Recommend approval of all consent items.

Rationale:
The attached agreement with the Hamilton County Land Reutilization Corporation allows our Fire & EMS staff to conduct tactical medic training inside of the former Sears store.

LICENSE AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

THIS LICENSE AGREEMENT FOR RIGHT OF ENTRY AND RELEASE (the "Agreement") is made as of the Effective Date (hereinafter defined), by and between the **Hamilton County Land Reutilization Corporation**, an Ohio nonprofit corporation organized and existing under R.C. Chapters 1702 and 1724 ("Licensor"), and the **Colerain Township Fire Department**, a division within Colerain Township of Hamilton County, Ohio ("Licensee"). Licensor and Licensee may hereinafter jointly be referred to as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Licensor is the owner of the real property located at 9505 Colerain Ave. (Auditor's Parcel No. 510-0103-0164-00) in Colerain Township, Hamilton County, Ohio (the "Property"); and

WHEREAS, Licensee desires to obtain a license from Licensor that will permit Licensee to enter upon the Property for the purpose of fire department and emergency services training activities (the "Permitted Activity");

WHEREAS, Licensor is willing to grant Licensee such a license on the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are incorporated into this Agreement by reference as though fully set forth herein.
2. Licensor grants Licensee a right of entry to enter upon the Property on date(s) and time(s) mutually agreed upon by the Parties in writing (e-mail acceptable), subject to the terms and provisions hereof, to conduct the Permitted Activity. Licensee may not access nearby properties absent permission from the respective property owners.
3. All activity performed on the Property by Licensee, its employees, contractors, agents, representatives, students, or invitees shall be at Licensee's sole risk, cost, and expense. Licensee assumes any and all liability for the entry of its employees, contractors, agents, representatives, students, or invitees and the general public onto the Property and all activities of such persons on the Property. Licensee is also responsible for building security while it conducts the Permitted Activity, which includes not permitting trespassers on site, and ensuring the Property is vacant and secure each day upon conclusion of the Permitted Activity. Licensee acknowledges that the Property is likely in a hazardous and unsafe condition, which may include but is not limited to the following: unsafe flooring; loose debris; unstable structural components; environmentally harmful items, including asbestos; and the presence of trespassers, insects, vermin, and wild animals.
4. Licensee shall comply, and cause its employees, agents and contractors to comply with all federal, state and local laws, statutes, rules and regulations related to the Permitted Activity. Licensee, at its sole cost and expense, shall obtain any permits which may be required to conduct the Permitted Activity.

5. Licensee shall not permit to be placed against the Property, or any part thereof, any mechanics' or other lien. Licensee shall take all necessary actions to promptly discharge any such lien immediately upon receipt of written notice of same.

6. Licensee shall promptly notify Licensor of any injuries sustained by any persons, in any manner either directly or indirectly relating to the Permitted Activity or Licensee's access to the Property. The provisions of this paragraph shall survive the termination of this Agreement.

7. Upon completion of the Permitted Activity, Licensee shall restore the Property to its general physical condition as of the date the Permitted Activity began, unless exceptions are agreed-upon on in writing by the Parties (e-mail acceptable).

8. If so requested by Licensor, Licensee shall coordinate with and permit Licensor to take photographs, video, audio, or other recordings of Licensee conducting the Permitted Activity. The use of such recordings and the likenesses contained therein shall be used for Licensor's marketing and communications purposes only.

9. Any notice required under this Agreement shall be effective and sufficiently given if delivered to the following addresses:

LICENSOR: Hamilton County Land Reutilization Corporation
Attn: Christopher M. Recht
3 East Fourth Street, Suite 300
Cincinnati, OH 45202
Email: crecht@cincinnatiport.org
Phone: 513-632-3754

LICENSEE: Colerain Township Fire Department
Attn: Lt. Kris Prosser
4160 Springdale Road
Colerain Township, OH 45251
Email: cprosser@colerain.org
Phone: 513-825-6143

10. This Agreement may only be amended, changed, or modified by written agreement executed by the parties hereto. Either Party may terminate the Agreement at any time upon written notice to the other Party, properly given under **Paragraph 9** of this Agreement. Written notice shall include notice given by electronic mail.

11. If any provision of this Agreement or the application of that provision to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of the provisions to other persons or circumstances, shall not be affected, and each remaining provision of this Agreement shall be valid and enforceable to the extent permitted by law.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Executed

counterparts may be transmitted by email or other electronic means and copies so transmitted when printed shall be deemed originals.

13. The license herein granted shall be in effect **Monday February 12 and Tuesday February 13**, from **8 a.m. to noon** each day. The license may be extended by mutual agreement between Licensor and Licensee.

14. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any suit, action, or other legal proceeding arising out of or in connection with this Agreement may be brought, at Licensor's option, in a court of record in Hamilton County, Ohio, or the United States District Court for the Southern District of Ohio, or any other court of competent jurisdiction.

15. Nothing herein shall create, or be deemed to have created, a partnership, principal-agent relationship, or any other type of business relationship, other than that of a licensor and licensee.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed effective as of the latest date set forth below (the "Effective Date").

LICENSOR:

Hamilton County Land Reutilization Corporation

By The Port of Greater Cincinnati Development Authority,
Its Management Company

By: _____
Philip Denning, Executive Vice President

Date: _____

LICENSEE:

Colerain Township Fire Department

By:  _____
Print Name: Jeff Weckbach
Title: Administrator

Date: 2/6/24

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Winelco - Septic System Maintenance - \$300 - 1 Year Term
Recommend approval of all consent items.

Rationale:
The attached contract provides the required maintenance on the septic system at the Fire Training Center. This is a requirement of Public Health while we own the building. This contract is for one year and costs a total of \$300.

Sewage Treatment System Maintenance Agreement

Winelco Inc. agrees to provide two routine maintenance visits for the operation of the sewage treatment system located at **11474 COLERAIN AVE, CINCINNATI, OH 45252** for a period of 1 year beginning on **FEBRUARY 1, 2024** the sum of **\$300.00**.

Routine maintenance to consist of:

- 2 visits per year performing manufacturer and industry recommended maintenance.
- Inspect tanks, risers and lids for damage and watertight seal.
- Inspect associated pre-treatment, primary treatment, tertiary treatment and disinfection components.
- Measure sludge levels and advise homeowner when to have the system pumped.
- Inspect and provide preventive maintenance on all mechanical components.
- Verify operation of pump(s) and controls.
- Monitor flow meter, cycle counter and elapsed time meter as applicable.
- Inspect soil absorption area and flush laterals if present and needed.
- File reports with local Health Department.
- Advise the homeowner of any conditions that may adversely affect the treatment system performance.

The inspection lids **must** be kept free from obstruction in order to perform maintenance.

This agreement does not cover electric wiring to the system.

This agreement **does not include tank pumping / wastewater hauling or snaking**. However, we do provide these services at an additional cost if requested.

This agreement does not guarantee that a sewage back up will not occur.

Current field labor charges will apply for visits needed between scheduled intervals.

Homeowner (print) Colerain Department of Fire and EMS
Address 4160 Springdale Road Cincinnati, OH 45251
Phone 513 825 6143 Date 02/02/2024
Signature [Signature] e-mail address jweckbach@colerain.org

We are required by the Ohio Department of Health to send a copy of all service reports and agreements to your local health department.

Please circle your jurisdiction if listed or fill in the blank:

Hamilton County

Butler County

Clermont County

Warren County

City of Cincinnati

Other: _____