

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - May 28, 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 Newly Promoted Employees
 - b. Update on Hamilton County by Commissioner Densie Driehaus
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Resolution Authorizing Cost Recovery For Fire and Rescue Services at Motor Vehicle Crash Incidents Involving Non-Residents
 - b. Resolution Declaring a Junk Motor Vehicle - 3561 West Kemper Rd. - 1 of 3
 - c. Resolution Declaring a Junk Motor Vehicle - 3561 West Kemper Rd. - 2 of 3
 - d. Resolution Declaring a Junk Motor Vehicle - 8944 Pippin Rd. - 3 of 3
 - e. Resolution Declaring Nuisance and Ordering Abatement
 - f. Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon - 1 of 2
 - g. Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon - 2 of 2
 - Public Services**
 - a. Motion to Approve Change Order – J K Meurer – Blanchetta Basketball Court Project - \$5,005.26
 - Administration**
 - a. Motion to Set Special Meeting on Tax Budget for June 25, 2024 at 6PM
 - b. Motion to Set Public Hearing on 2025 Tax Budget for June 25, 2024 at 7pm
 - c. Motion to Set Special Meeting on Strategic Priorities and Strategic Initiatives for



TRUSTEES

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Jeffrey D. Baker

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July 23, 2024 at 6PM

11. **Old Business**
12. **Consent Items**
 - a. New Hire - Fleet Mechanic Co-Op - Department of Fire and EMS - \$16.00 hour
 - b. New Hire - PT Bus Driver - Public Services - Dan Johnson - \$17.31
 - c. Contract - Cincinnati State - Paramedicine Partnership
 - d. Contract – BCS, LLC (dba Environmental Design Group, LLC) - ROW consulting services for the Springdale Road sidewalk project - \$38,695.00
 - e. Contract - AARP Grant for Fall Prevention - \$2,500
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 Newly Promoted Employees

No action is requested of the Board.

Rationale:

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

- Chris Billups
- Jake Laney

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Update on Hamilton County by Commissioner Denise Driehaus

No action is requested of the Board.

Rationale:

County Commissioner Denise Driehaus has requested an opportunity to provide an update on the activities of Hamilton County and how they relate to Colerain Township.

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Resolution Authorizing Cost Recovery For Fire and Rescue Services at Motor Vehicle Crash Incidents Involving Non-Residents

Recommend ADOPTION of the Resolution.

Rationale:

This resolution shall provide procedures and billing rates for recovering costs incurred by the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire and EMS) for assistance rendered by Colerain Fire and EMS in responding to motor vehicle crash incidents involving non-residents.

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

Dan Unger, Cathy Ulrich, and Matthew Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION AUTHORIZING COST RECOVERY FOR FIRE AND RESCUE SERVICES AT MOTOR VEHICLE INCIDENTS INVOLVING NON-RESIDENTS

WHEREAS, the Board of Trustees are authorized under the Ohio Revised Code to recover the cost for deployment of emergency and non-emergency services provided by Colerain Township Department of Fire and EMS; and

WHEREAS, the Trustees believe it is necessary to recover costs associated for fire and rescue services at motor vehicle incidents involving non-residents of Colerain Township.

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

1. Effective July 1, 2024, established billing rates shall be assessed for the delivery of fire and rescue services at motor vehicle incidents for non-residents of Colerain Township.
2. The Board of Trustees, with input from Colerain Township Fire Department, shall establish 4 billing rates based on the level of service delivered for incident mitigation.
3. Billing rates are established at Level 1, Level 2, Level 3, and Level 4. The Level 1 billing rate is established at \$525 to provide hazardous materials assessment and scene stabilization. The Level 2 billing rate is established at \$600 to provide services that include Level 1 services, as well as clean up and material used for hazardous fluid mitigation (i.e. gasoline or other automotive fluids). The Level 3 billing rate is established at \$750 for motor vehicle incidents that require fire suppression to mitigate the incident. The Level 4 billing rate is established at \$1,050 for motor vehicle incidents that require extrication of vehicle occupants.
4. The billing rates shall increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this Resolution in order to keep the Colerain Township Department of Fire and EMS cost recovery program in conformity with increasing operating expenses.

5. The Township Fire Chief is authorized and directed to enter into an agreement with a private company that will provide an electronic claims filing system for the purpose of collecting insurance proceeds as provided for herein.
6. All funds collected pursuant to this Resolution shall be deposited into the Fire District Fund, and shall be appropriated and administered by the Board for payment of the costs of the management, maintenance, and operation of fire and rescues services in the Township.
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 be in full force and effect from and after the earliest period 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: Mr. Unger _____. Ms. Ulrich_____, Mr. Wahlert_____

ADOPTED this _____ day of May, 2024

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann
S300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker,
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 3561 West Kemper Rd. - 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:

3561 West Kemper Rd. Cincinnati, OH 45251

1. (OH), KAW6631, 2012, GRAY, HONDA, ACCORD

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 3561 West Kemper Rd.
Cincinnati, OH 45251 – Parcel ID 510-0140-0034-00
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 **3561 West Kemper Rd. Cincinnati, OH 45251 – Parcel ID 510-0140-0034-00**

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 **3561 West Kemper Rd. Cincinnati, OH 45251 – Parcel ID 510-0140-0034-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH), KAW6631, 2012, GRAY, HONDA, ACCORD

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

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

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

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

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 3561 West Kemper Rd. - 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:

3561 West Kemper Rd. Cincinnati, OH 45251

1. (NO TAG), 2004, WHITE, FORD, F-150

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 3561 West Kemper Rd.
Cincinnati, OH 45251 – Parcel ID 510-0140-0038-00
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 **3561 West Kemper Rd. Cincinnati, OH 45251 – Parcel ID 510-0140-0038-00**

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 **3561 West Kemper Rd. Cincinnati, OH 45251 – Parcel ID 510-0140-0038-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG), 2004, WHITE, FORD, F-150

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

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

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

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

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 8944 Pippin 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:

8944 Pippin Rd. Cincinnati, OH 45251

1. (OH), JUB8531, 2017, BLACK, DODGE, JOURNEY

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00
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 **8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00**

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 **8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH), JUB8531, 2017, BLACK, DODGE, JOURNEY

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

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

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

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

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

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:

2459 Berthbrook Dr	510-0044-0082-00
12117 Birchgrove Ct	510-0013-0060-00
2459 Bluelark Dr.	510-0063-0013-00
8379 Chesswood Dr.	510-0090-0160-00
2607 Chopin Dr	510-0053-0584-00
3292 Compton Rd	510-0104-0584-00
6662 Daleview Rd	510-0350-0155-00
6401 Duet Ln	510-0081-0637-00
8432 Haskell Dr	510-0061-0380-00
9936 Loralinda Dr	510-0112-0206-00
10092 Menominee Dr	510-0041-0450-00
8569 Neptune Dr.	510-0063-0247-00
3013 Niagara St	510-0052-0384-00
3025 Niagara St	510-0052-0385-00
3380 Niagara St	510-0102-0039-00
2929 Pensacola Dr	510-0052-0359-00
3448 Ringwood Ln	510-0090-0217-00
2454 Schon Dr	510-0044-0041-00
3542 Springdale Rd	510-0111-0288-00
8588 Sunlight Dr	510-0063-0013-00

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>
2459 Berthbrook Dr	510-0044-0082-00
12117 Birchgrove Ct	510-0013-0060-00
2459 Bluelark Dr.	510-0063-0013-00
8379 Chesswood Dr.	510-0090-0160-00
2607 Chopin Dr	510-0053-0584-00
3292 Compton Rd	510-0104-0584-00
6662 Daleview Rd	510-0350-0155-00
6401 Duet Ln	510-0081-0637-00
8432 Haskell Dr	510-0061-0380-00
9936 Loralinda Dr	510-0112-0206-00
10092 Menominee Dr	510-0041-0450-00
8569 Neptune Dr.	510-0063-0247-00
3013 Niagara St	510-0052-0384-00
3025 Niagara St	510-0052-0385-00
3380 Niagara St	510-0102-0039-00
2929 Pensacola Dr	510-0052-0359-00
3448 Ringwood Ln	510-0090-0217-00
2454 Schon Dr	510-0044-0041-00
3542 Springdale Rd	510-0111-0288-00
8588 Sunlight Dr	510-0063-0013-00

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

Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon - 1 of 2
Recommend ADOPTION of the Motion.

Rationale:

This is the third request for a permit in 2024 for this business. The request for the permit is from June 1, 2024 through October 30, 2024 between the hours of 3pm and 9pm. This is for the business to conduct Bike Night on Thursday nights.

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

Name of applicant: MCDOGS LAKESIDE SALOON
Address where event will be held: 3611 BEVIS LANE CINT OH 45251
Type of event: BIKE NIGHT - THURSDAYS 3-9 PM
~~KARAOKE / JAIL NIGHT FRIDAYS 3-9 PM~~
Date and Time of Event: THURSDAYS ~~FRIDAYS~~ JUNE 1 - Oct 30
Contact number for permit holder: CHRIS GREEN 513-939-4036

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

For Office Use Only, Do not write below this line

Time and date received:

By:

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

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

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon - 2 of 2
Recommend ADOPTION of the Motion.

Rationale:

This is the fourth request for a permit in 2024 for this business. The request for the permit is from June 1, 2024, through October 30, 2024, between the hours of 3pm and 9pm. This request is for the business to conduct Karaoke on Friday nights.

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

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

Name of applicant: McDogs Lakeside Saloon
Address where event will be held: 3611 BEVIS LANE CINTI, OH 45251
Type of event: Karaoke/Mic Night FRIDAY 3-9PM
Date and Time of Event: FRIDAYS JUNE 1- OCT 30th
Contact number for permit holder: CHRIS GREEN (573) 939-4036

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

For Office Use Only, Do not write below this line

Time and date received:

By:

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

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

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphany Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages and Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Approve Change Order – J K Meurer – Blanchetta Basketball Court Project - \$5,005.26

Recommend ADOPTION of the Motion.

Rationale:

Construction of the outdoor basketball courts at 8128 Blanchetta Drive has begun. After construction crews staked out the project site, it was determined that an additional 10' of asphalt space would make navigating vehicles through the small parking area more manageable, thus, aiding in the protection of private property. Incorporating this additional space has created a change order in the amount of \$5,005.26. While the extension is not mandatory, staff supports the recommendation from the contractor in order to provide a more user-friendly space.

RECIPIENT:

Colerain Township

8128 Blanchetta Drive
Cincinnati, Ohio 45239

Estimate #4036

Sent on	May 17, 2024
Project Name	Blanchetta Basketball Court Change Order #1
Project Manager	Kain Meurer
Payment Terms	Due Upon Completion

Total \$5,005.26

Product/Service	Description	Total
Additional New Asphalt Installation (Red Area) - 78 square yards	1) Excavate the new asphalt area as necessary and haul the spoils to an on site location. 2) Install 6" 304 crushed aggregate in the excavated area and compact. 3) Install 2" 448 Type 2 asphalt intermediate course over the compacted gravel base. 4) Install 2" 448 Type 1 asphalt surface course over the asphalt intermediate course. 78 square yards @ \$64.17/square yard	\$5,005.26
Note	This proposal has been figured with Davis Bacon wages and does not include taxes.	

Total \$5,005.26

Terms & Conditions: This quote is valid for the next 30 days. Proposal based on current fuel and liquid asphalt prices. Should these prices increase we reserve the option to adjust accordingly. Customer can void agreement if any pricing update is not agreeable prior to project commencement. Any permits required will be the financial responsibility of the customer. There shall be a one-year guarantee on the material and workmanship, except cracks caused by weather conditions, ground movements, or damage incurred by excessive vehicle weight, abuse, grading limitations or conditions caused by surrounding areas. Any additional excavation or material that are necessary due to inadequate ground conditions will be the financial responsibility of the customer. Changes must be approved by the customer. We must access project area with heavy equipment and trucks and cannot be held responsible for damage of any surface, underground objects or surrounding area that was necessary to access in order to complete the specified



33 Glendale Milford Road | Loveland, Ohio 45140
(513)831-7500 | www.jkpavement.com

Notes Continued...

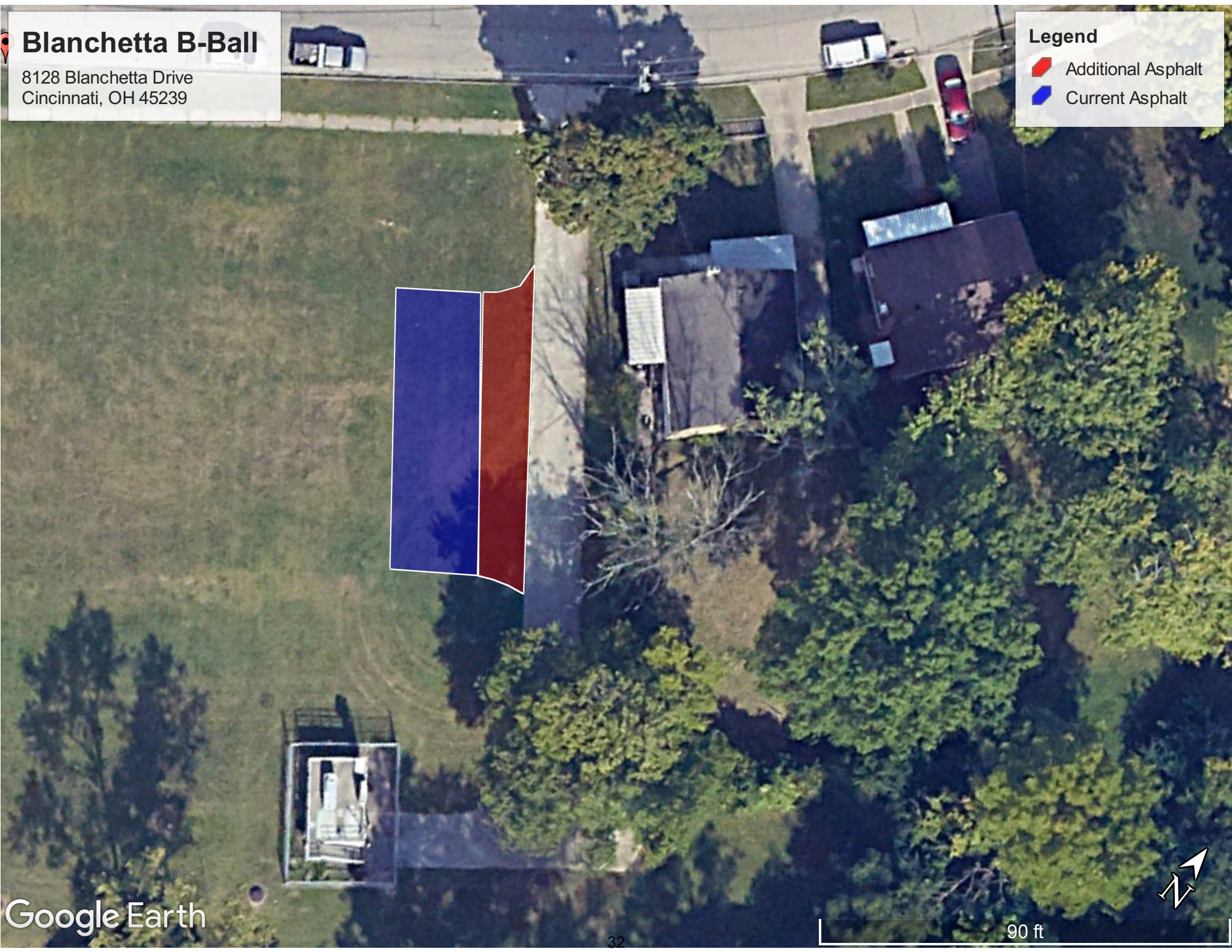
work. Pricing based on completing working during weekday normal business hours unless otherwise noted in the proposal. Please visit our website Knowledge Center to review characteristics, expectations and maintenance suggestions for asphalt surfaces.
<https://www.jkpavement.com/knowledge-center/>

Signature: _____ Date: _____

Blanchetta B-Ball
8128 Blanchetta Drive
Cincinnati, OH 45239

Legend

-  Additional Asphalt
-  Current Asphalt



ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Special Meeting on Tax Budget for June 25, 2024 at 6PM
Recommend ADOPTION of the Motion.

Rationale:

Annually, the Township adopts a tax budget as a first step in the budget process in order to ensure that the County Auditor collects all property taxes for the following fiscal year. This document is not intended to be a final budget but is a first step in the budget review process. The intent of this Special Meeting will be to hold a work session where staff can work directly with the Trustees at a high level to review the short and long-term budget priorities. This will assist staff as they then develop temporary appropriations and as Department Directors begin to review their budget needs and capital plans in more depth.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Motion to Set Public Hearing on 2025 Tax Budget for June 25, 2024 at 7pm
Recommend ADOPTION of the Motion.

Rationale:

As part of the 2025 budget process, the Board must hold a public hearing to consider the 2025 tax budget. Staff recommends that the public hearing be held as part of the regular meeting on June 25, 2024.

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Special Meeting on Strategic Priorities and Strategic Initiatives for July 23, 2024 at 6PM
Recommend ADOPTION of the Motion.

Rationale:

The intent of this Special Meeting will be to hold a work session for the Trustees to review our existing strategic priorities and to make adjustments as necessary. This is an annual conversation by the Trustees that leads to the adoption of strategic priorities to serve as the guiding principles for development of the 2025 budget. In 2023, the Board adopted a three-year set of legislative priorities as follows:

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

In addition to discussing priorities, this work session will provide a forum for additional dialog around potential strategic initiatives that the Trustees would like to ensure are included in the 2025 budget. To review the existing initiatives that are contemplated for 2025, please use the link below and click on each individual goal area:

<https://stories.opengov.com/coleraintownshiphamiltonoh/published/3h9Ix7uWH7i>

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

New Hire - Fleet Mechanic Co-Op - Department of Fire and EMS - \$16.00 hour
Recommend approval of all consent items.

Rationale:
The position of Part-Time Co-op Fleet Maintenance Student was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual: Pierre Akili.

The wage for this job is \$16.00 per hour, not to exceed 30 hours per week. Contingent upon Board approval, Pierre would be eligible to begin work on June 10, 2024.

Memo



To: Allen Walls, Fire Chief
From: Mike Adler, Fleet Manager
Date: May 13, 2024
Re: Co-op part-time Fleet Mechanic position.

This is a proposal and recommendation for the hiring of Pierre Akili as a co-op part-time Fleet Mechanic in May 2024.

I met Pierre at the Diesel program with Butler Tech at Colerain High School on March 15, 2024. Pierre will be a senior in the diesel program when school starts in August. I was impressed with his enthusiasm and how he represents himself. Pierre comes recommended by his Diesel instructor, John McDaniel. I invited Pierre to tour the shop on May 2, 2024 and discuss our needs for this position to see how he would fit. I believe he would be a very good fit for this position.

Pierre would be available to begin work on June 1st and would work a maximum of 30 hours per week through the summer. When the 2024/25 school year begins in August, he will be available to work partial days in accordance with the Butler Tech co-op program (hours to be determined – max 30 hours a week).

If you have any questions or would like to discuss this further, please let me know.

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 - PT Bus Driver - Public Services - Dan Johnson - \$17.31

Recommend approval of all consent items.

Rationale:

The position of Part-Time Bus Driver was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual: Dan Johnson.

The wage for this job is \$17.31 per hour, not to exceed 30 hours per week. Contingent upon Board approval, Dan Johnson would be eligible to begin work on June 10, 2024.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Contract - Cincinnati State - Paramedicine Partnership
Recommend approval of all consent items.

Rationale:
This contract continues our partnership with Cincinnati State to provide emergency medical training. There is no cost to the Township, and it generates revenue for the Department of Fire and EMS.



Partnership Agreement

**2024 - 2025
Paramedic Program**

Career Pathways Partnership Agreement For the Paramedic Program 2024 - 2025

Cincinnati State Technical and Community College Workforce Development Center & Colerain Township, Department of Fire and Emergency Medical Services – Hamilton County, Ohio

1. **Paramedic Program:** Cincinnati State Workforce Development Center (WDC) will continue to conduct the Paramedic Program, a one-year certificate program, in partnership with the Colerain Township, Department of Fire and Emergency Medical Services (CTFD), with courses to be held at Colerain Township Department of Fire and Emergency Medical Services Administration Complex located at 4200 Springdale Rd. Cincinnati, OH 45251. CTFD will provide the use of classroom space, equipment, and both BCI and FBI background checks for three full semesters of the Paramedic Program beginning May of 2024 and concluding May of 2025.
2. **Payment to Colerain Township:** In keeping with past practice and to demonstrate Cincinnati State's continued commitment to the Colerain Township Department of Fire and Emergency Medical Services, and the Paramedic Program, Cincinnati State Workforce Development Center will pay the Colerain Township Department of Fire and Emergency Medical Services a rental fee for the use of the facilities and equipment. This fee will equal \$225 per student, per semester. In the event a student has an outstanding balance with Cincinnati State at the conclusion of a semester, the amount will be reduced until that balance has been paid. If at any time the enrollment of students attending the program should drop below twelve, the amount of reimbursement will lower to \$175 per student for each subsequent semester until the end of the Program.
3. **Colerain Township Student Enrollment:** In addition to the above payment to the Colerain Township Department of Fire and Emergency Medical Services, in consideration of the continued relationship, 1 seat will be made available at no cost for a CTFD employee, chosen by Colerain Township Department of Fire and Emergency Medical Services to attend the Paramedic Program. In the event that student is unsuccessful in the completion of 3 consecutive semesters, the enrollment waiver will be extended to another employee of CTFD of their choosing.
4. **College Credit Enrollment:** Enrollment into all Cincinnati State Paramedic classes, scheduled to be taught off campus at the Colerain Township Department of Fire and Emergency Medical Services Administration Complex, 4200 Springdale Rd. Cincinnati, Ohio 45252 requires the student paying tuition and being enrolled at Cincinnati State and thereby receiving college credit from Cincinnati State. Both partner institutions will work together to ensure proper registration processes are completed in a timely fashion as required to meet the Ohio Board of Regents census procedures for flexibly scheduled course offerings.

5. **Additionally**

- Applicants for college credit will meet college admission requirements and pay all appropriate fees before any credits earned through this career pathway agreement will be recorded on the student's official Cincinnati State transcript.
- Students who have a recorded account receivable balance, or prior academic probation issue unresolved with the college will not be able to obtain college credit until the issue is resolved.
- Credit will be listed on the student's transcript with the course name and number, as well as, credit hours and grade.

6. **Term of the Agreement:** This agreement will be in effect from June 1, 2024 through May 31, 2025.

7. **Amendment or Termination:** With the agreement of both parties, this document can be amended when needed and said amendments attached, or the document rewritten and signed by mutual agreement of the parties. Changes in federal or state funding and policy could affect this agreement resulting in termination or either party may terminate the agreement with written notice to the other party 30 days in advance and delivered via certified mail.

8. **State of Ohio Contractual Requirements**

1. The following provisions satisfy the State of Ohio contractual requirements:

a. **Choice of Law/Jurisdiction**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Primary Agreement and/or performance thereunder.

b. **Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization**

Contractor hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in Ohio Revised Code ("O.R.C.") Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to College prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to College any funds paid under this Agreement.

c. **Campaign Contributions**

The (vendor) hereby certifies that neither the (vendor) nor any of the (vendor)'s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

d. **Findings for Recovery**

Contractor affirmatively represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.

e. **Confidentiality**

It is understood by the parties that College is a state community college, created pursuant to O.R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.

f. **Nondiscrimination**

Pursuant to O.R.C. §125.111, parties agree that the party, any subcontractors, and any person acting on behalf of the party or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this contract. Parties further agree that party, any subcontractor, and any person acting on behalf of party or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry.

g. **Ohio Drug Free Workplace**

The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

h. **Ohio Ethics Laws**

By signing this agreement, the parties certify that they are currently in compliance with and will continue to adhere to the requirements of Ohio ethics law as provided by O.R.C. §§ 102.03 and 102.04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

(Colerain Township):

(Cincinnati State Technical and Community College)

By: _____

Signature

Jeff Weckbach

Name

Administrator

Title

By: _____

Signature

Name

Title

5-21-24

CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Contract – BCS, LLC (dba Environmental Design Group, LLC) - ROW consulting services for the Springdale Road sidewalk project - \$38,695.00

Recommend approval of all consent items.

Rationale:

At the April 9, 2024 board meeting, the board approved a motion authorizing the Township Administrator to execute a contract with Briggs Creative Solutions, LLC (dba Environmental Design Group, LLC) for the ROW consulting services for the Springdale Road sidewalk project and not to exceed \$50,000. This contract has been finalized with the amount of private property that will need to be temporarily taken for the project and totals \$38,695. This has been placed on the consent agenda for transparency purposes.



May 9, 2024

Tiphannie Mays
Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

RE: HAM-CR.96-5.25 PID 117209
BCS, LLC dba Environmental Design Group, LLC No. 24-00290-01P

Dear Ms. Mays,

BCS, LLC dba Environmental Design Group, LLC is pleased to submit our proposal for professional services ("Services"). If this proposal is satisfactory, you may authorize BCS, LLC dba Environmental Design Group, LLC to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and BCS, LLC dba Environmental Design Group, LLC, this project will operate under BCS, LLC dba Environmental Design Group LLC's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (513) 519-1756. We look forward to working with you and appreciate your business.

Sincerely,

R. Douglas Briggs P.E., P.S. | dbriggs@envdesigngroup.com | 513.519.1756
Director – Mason Office

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

Signature

Print

Date

Special Instructions: _____

CORPORATE
450 Grant Street / Akron, OH 44311
P 330.375.1390 / **F** 330.375.1590
TF 800.835.1390

COLUMBUS OFFICE
7965 North High Street, Suite 050
Columbus, Ohio 43235

CLEVELAND OFFICE
2814 Detroit Avenue
Cleveland, Ohio 44113

MARIETTA OFFICE
204 Front Street
Marietta, Ohio 45750

MASON OFFICE
5390 Courseview Drive, Suite 2
Mason, Ohio 45040
Mailing / PO Box 159
South Lebanon, Ohio 45065

NEWARK OFFICE
33 West Main Street, Suite 206-A
Newark, Ohio 43055

envdesigngroup.com

The community impact people.

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

HAM-CR.96-5.25 PID 117209
24-00290-01P
May 9, 2024
Page 2

We will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the Invoice to:

1. _____

2. _____

We accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390 or securely through our payment portal on our website (envdesigngroup.com). Please have the following information readily available when processing payment: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

PROJECT UNDERSTANDING

The project is located at HAM-CR96-5.25 (Springdale Road). Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for BCS, LLC dba Environmental Design Group, LLC.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Provide Right of Way Acquisition services for HAM-CR96-5.25 (Springdale Road) as defined by the Right of Way plans dated January 25, 2024. This plan shows a total of seven (7) parcels to be acquired. Right of Way Acquisition services will be in accordance with the Ohio Department of Transportation's policies and procedures as outlined in the ODOT Real Estate Manual.

The required acquisition is outlined in the tasks identified below. The definitions of each task are defined in the most current Scope Definitions for Right of Way Services as published on the ODOT Website:
(<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).

Task 1 – Right of Way Acquisition

Phase 1 – Appraisal Services

Phase 2 – Title Researches

Phase 3 – Negotiation

Phase 4 – Closings

Phase 5 – Copies & Recording Fees (Miscellaneous) Actual direct pass-through costs will be invoiced.

Phase 6 – R/W Staking

Environmental Design Group reserves the right to renegotiate the fees should additional parcels for acquisition be required, and/or if the level of difficulty of the project increases.

PROJECT QUOTATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the Client on a **lump sum basis** as follows. Invoicing will be on a per parcel (unit) basis:

Phase 1 – Appraisal Services	\$ 7,810.00
Phase 2 – Title Research	\$ 5,346.00
Phase 3 – Negotiation	\$ 17,710.00
Phase 4 – Closings	\$ 5,654.00
Phase 5 – Copies & Recording fees (Miscellaneous)	\$ 875.00
Phase 6 – R/W Staking	\$ 1,500.00

This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., copies and recording fees, etc.) are included in the price shown for professional services. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will complete the scope of services with reasonable diligence to meet your anticipated completion schedule of December 20, 2024.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities both of Environmental Design Group and the Client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.
9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
11. In the event the proposal indicates that survey data, including a topographic survey performed by others, is to be provided by the Client, the Client is responsible for the accuracy of the data provided to Environmental Design Group for use in the design process. If any discrepancies, or inaccuracies are identified in the provided information, the Client will be responsible for providing revised data or any additional data required. Any review or coordination time required on the part of Environmental Design Group to obtain such adequate information will be considered an additional service under the terms of the agreement. Environmental Design Group will not be responsible for any costs associated with redesign or construction change orders caused by inaccurate and/or missing data.
12. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will only be provided only through amendment to the fees and scope of services of this agreement.
13. Rates are based on level of complexity as determined from right-of-way plans. Property valuations and unanticipated ownership issues may complicate the work process.
14. It is assumed that rights of entry and appropriations are acceptable methods for clearing the parcels in circumstances where normal acquisition procedures are not successful.

15. It is assumed that the Colerain Township will provide their own legal counsel for appropriations cases. If outside counsel is needed, Environmental Design Group can provide recommendations at the request of Colerain Township.
16. Environmental Design Group is offering expert witness services based on opinions, and interpretation of information based on professional expertise and sound professional judgment. Environmental Design Group does not warrant or guarantee the outcome of the claim and the Client agrees that Environmental Design Group cannot be held liable for the outcome. This is for appropriation case if necessary. Fees to be established if needed.
17. Environmental Design Group offers expert witness services based on professional expertise and professional judgment and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. This is for appropriation case if necessary. Fees to be established if needed.



STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between Colerain Township (Client) and BCS, LLC dba Environmental Design Group, LLC, an Ohio limited liability company; ("CONSULTANT"), is effective as of May 9, 2024. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A ("Contracted Services"), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise

unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the

basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. After ninety (90) days Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection. You will be responsible for any and all expenses incurred by Environmental Design Group in the collection of any unpaid invoice, including actual fees and related costs incurred by legal counsel.
20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made, however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.
25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.
27. Standard of Care: Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area.
28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

29. SPECIAL TERMS AND CONDITIONS

The following articles are hereby modified and shall take precedence over the corresponding articles within the agreement:

Modification #	Modification Description

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - AARP Grant for Fall Prevention - \$2,500
Recommend approval of all consent items.

Rationale:
The Township was awarded a grant from AARP to install grab bars and other fall prevention devices in various homes throughout Colerain Township. This grant is for \$2,500 and must be used on residents that are 50+ years old.

COMMUNITY CHALLENGE MICROGRANT MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) will lay out the terms under which **AARP and Colerain Township Department of Fire & EMS** located at **4160 Springdale Rd., Cincinnati, Ohio 45251** (“Grantee”) agree to work together in connection with the **AARP Community Challenge Microgrant** as further described below:

1. **MOU Contacts.** The AARP contact person for this MOU is Rebecca Delphia, and the Grantee contact person is Chelsea Gehring.
2. **Funding.** AARP shall provide Grantee with a one-time grant payment in the amount of **\$2,500.00** (“Grant Funds”).
3. **50+ Focus.** Grantee will use the Grant Funds to improve the local community with an emphasis on the needs of people age 50+ through the execution of the Grant Activities as further defined below.
4. **Term and Termination.** The effective date of this MOU will be the date of execution, and the MOU shall automatically terminate on **January 1, 2025**. The MOU may be terminated by either party at any time and for any reason with written notification to the other party. In the event the MOU is terminated prior to the date of termination, Grantee agrees to return to AARP any portion of funds listed in Section 2 for which AARP has not received full performance from Grantee (“Payment Refund”). Grantee will provide AARP with the Payment Refund within thirty (30) days from the date of early termination of this MOU along with copies of receipts and other documentation to substantiate the Payment Refund.
5. **Project Timeline.** Grantee will perform the activities described herein and **complete all projects** between the date of execution of this MOU and **December 15, 2024 at 11:59 p.m.** (“Grant Period”). Grantee will submit the Grant Project After-Action Report on or before **December 31, 2024**.
6. **Scope of Grant and Anticipated Activities to be Funded.** Grantee shall use the Grant Funds to undertake the following activities in **Cincinnati, Ohio** during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):

HomeFit® Modifications. Implement educational offerings and modifications to make homes safe and comfortable (especially for people age 50-plus), with support from RL Mace Universal Design Institute, using the AARP HomeFit Guide. Specific education opportunities and modifications are:

- a. Organization will conduct simple home modifications and/or easy home safety and accessibility solutions in 50-100 homes (with participation targeted to people 50-plus).
- b. Organization will include AARP provided and/or approved branding and language that indicates AARP’s support for the Challenge project as applicable:
 - i. Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP

- ii. **Permanent Structures:** Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - iii. **Printed Digital Resources or similar communications:** Materials will include the AARP logo and mention of support from AARP
- 7. **Grant Activity Related Content.** Grantee agrees that all materials created and distributed in connection with the Grant Activities will be nonpartisan, not in support of or opposition to any political candidate, will not promote a for-profit, a product or for-profit service and will not violate the rights of any third-party.
- 8. **Insurance and Indemnification.** Grantee will ensure that it carries reasonable insurance to cover its Grant Activities. The parties agree to indemnify and hold each other harmless to the extent allowable by law, including their respective directors, and agents from and against all liability, suits, penalties or actions of every name and description, in connection with the performance of this MOU except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The termination or expiration of this MOU will not affect the continuing obligations under this provision.
- 9. **Trademark Use.** AARP grants Grantee the nonexclusive right to use its name and logo at no cost, but only in connection with the Grant Activities with prior written permission from AARP for each new use and only during the term of this MOU. Grantee agrees that it will acknowledge AARP funding support of its Grant Activities in a meaningful way and subject to AARP review and written approval. Grantee grants AARP the nonexclusive right to use its name and logo at no cost, but only in connection with the Grant Activities mentioned above.
- 10. **Prohibition on Collection of AARP Member Data.** Grantee shall not at any time collect or maintain any information from individuals that shall directly or indirectly identify such individuals as AARP members, prospects, or persons interested in AARP.
- 11. **General Terms.** This Agreement represents the entire MOU between the Grantee and AARP, and can only be amended in writing with a document signed by both parties. If there are any conflicts between any forms or documents exchanged by the Parties, the terms and conditions of this MOU will control. The Parties agree that this MOU will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this MOU is declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

The parties agree that electronic and/or digital signatures are valid and enforceable. If the above correctly reflects your understanding, please sign below and return a signed copy to the AARP contact person shown in section 1.

Sincerely,

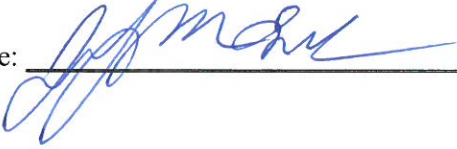
AARP Signature: _____

Date: _____

Mike Watson
Director, Livable Communities

ACCEPTED AND AGREED TO ON BEHALF OF THE GRANTEE:

Name and Title: Jeff Weckbach, Township Administrator

Signature and Date:  5/20/24