

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - October 22, 2024

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentation**
 - a. Proclamation - 60th Anniversary of The Coleraine Historical Society
7. **Public Hearings**
 - a. Public Hearing for Staverman Farm TIF
 - b. Public Hearing for Wyler KIA TIF
 - c. Public Hearing for Wawa - Colerain Ave TIF
 - d. Public Hearing for Wawa - Blue Rock Rd TIF
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**
 - Public Safety**
 - a. Motion to Authorize Township Administrator to Execute Agreement with Medicount for the Ambulance Supplemental Payment Program for \$0.00
 - b. Discussion and Potential Action - Rental Registration Resolution
 - c. Resolution Declaring Nuisance and Ordering Abatement
 - d. Resolution Declaring a Junk Motor Vehicle - 2473 Banning Rd. - 1 of 8
 - e. Resolution Declaring a Junk Motor Vehicle - 3202 Deshler Dr. - 2 of 8
 - f. Resolution Declaring a Junk Motor Vehicle - 3252 Deshler Dr. - 3 of 8
 - g. Resolution Declaring a Junk Motor Vehicle - 7881 Althaus Rd. - 4 of 8
 - h. Resolution Declaring a Junk Motor Vehicle - 9828 Loralinda Dr. - 5 of 8
 - i. Resolution Declaring a Junk Motor Vehicle - 9941 Dunraven Dr. - 6 of 8
 - j. Resolution Declaring a Junk Motor Vehicle - 10154 Windswept Ln. - 7 of 8
 - k. Resolution Declaring a Junk Motor Vehicle - 10703 Pottinger Rd. - 8 of 8

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- l. Resolution Declaring Property as a Vacant Registrable Property - 2459 Bluemark Dr. - 1 of 3
- m. Resolution Declaring Property as a Vacant Registrable Property - 2856 Sheldon Ave. - 2 of 3
- n. Resolution Declaring Property as a Vacant Registrable Property - 3013 Niagara St. - 3 of 3
- o. Motion to Direct the Administrator to Pay Off All Existing Police Cruiser Lease Agreements and Execute All Associated Documents

Public Services

- a. Motion Authorizing Township Administrator to Execute a Contract with Choice One Engineering for the Construction Engineering of the Parking Lot at 4160 Springdale Road
- b. Motion Authorizing Assistant Township Administrator to Execute a Contract with Municipal and Contractors Sealing Products for the Repair to the Storm Sewer Pipe System at Commons Circle
- c. Motion Authorizing Township Administrator to Execute Contract with Clarke Contractors for Arson Damage Repairs at Clippard Park in the amount of \$13,064.15

Development

- a. Motion to Authorize the Township Administrator to Execute an Agreement with the Chamber of Commerce for the Construction of a Mural on Colerain Avenue

Administration

- a. Resolution Authorizing the Adoption of Amended Appropriations
- b. Motion Authorizing the Administrator to Enter into a Service Agreement with ZixCorp Systems, Inc.
- c. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Levies and Certifying them to the County Auditor
- d. Resolution to Modify Organizational Chart and Job Descriptions
- e. Motion to Appoint Trustee Unger as the representative to the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments and Assistant Administrator Mays as the alternate.
- f. Resolution Establishing a TIF District - Staverman
- g. Resolution to Create a TIF Fund - Staverman
- h. Resolution Establishing a TIF District - Colerain Road Wawa
- i. Resolution to Create a TIF Fund - Wawa Colerain Road

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- j. Resolution Establishing a TIF District - Wyler Kia
- k. Resolution to Create a TIF Fund - Wyler Kia
- l. Resolution Establishing a TIF District - Wawa Blue Rock
- m. Resolution to Create a TIF Fund - Wawa Blue Rock
- n. Motion to Approve Memorandum of Understanding with IAFF 3915 - Vacation
- o. Motion Authorizing Township Administrator to Enter into Agreement with Law Director

12. Old Business

13. Consent Items

- a. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Nathan Schaerer - \$22.43 per hour
- b. Promotion - Finance Manager - Cindy Miller - \$41.00/hour
- c. Contract - Playground Equipment Services - Update to Former Agreement - \$0
- d. Contract - Health Works - Employee Flu Shot and Biometric Screening - \$150 - NOEXP

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

Proclamation Information for the 60th Anniversary of The Coleraine Historical Society

Founded in 1964 by Ruth Wells and other members determined to preserve Colerain Township history.

Originated the Memorial Day ceremony at the Dunlap Station Cemetery. The remembrance continues today with Colerain Township, the Historical Society and others.

Has actively preserved Colerain Township history by obtaining important historical items, family history, stories and photographs.

Has partnered with Colerain Township to preserve historical cemeteries in the Township.

Has made available to the public; individuals and institutions, our collection items, family history, and other information.

The Society is committed to seeking opportunities to increase awareness of the Society Mission.

Has partnered with community groups to gain or give information to preserve Colerain Township history.

On this our 60th Anniversary, the Coleraine Historical Society looks forward to the future so that we: Learn from the past to live in the present and build for the future.

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Stavernman Farm TIF

Recommend ADOPTION of the Motion to open the Public Hearing.

Rationale:

This public hearing is required prior to any action by the Trustees to establish a new TIF district. This project was previously approved with a zone change earlier this year.

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Wyler KIA TIF

Recommend ADOPTION of the Motion to open the Public Hearing.

Rationale:

This public hearing is required prior to any action by the Trustees to establish a new TIF district. This project was previously approved with a zone change earlier this year.

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Wawa - Colerain Ave TIF

Recommend ADOPTION of the Motion to open the Public Hearing.

Rationale:

This public hearing is required prior to any action by the Trustees to establish a new TIF district. This project was previously approved with a zone change earlier this year.

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Wawa - Blue Rock Rd TIF

Recommend ADOPTION of the Motion to open the Public Hearing.

Rationale:

This public hearing is required prior to any action by the Trustees to establish a new TIF district. This project was previously approved with a zone change earlier this year.

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Motion to Authorize Township Administrator to Execute Agreement with Medicount for the Ambulance Supplemental Payment Program for \$0.00

Recommend ADOPTION of the Motion.

Rationale:

The supplemental contract to be signed with Medicount is for the Ambulance Supplemental Payment Program (ASPP) that Colerain Fire and EMS has entered into. This will allow Colerain Fire and EMS to receive supplemental Medicaid payments from our Medicaid-eligible customers. Currently, we collect only 28% of what we bill Ohio Medicaid due to their allowables. The ASPP passed into Ohio's legislation in 2023, will help Colerain Fire and EMS bridge this payment gap and recover additional costs. Our Medicaid payer mix is relatively low, but we have an approximate \$400,000 gap within a calendar year.

The contract is required for the supplemental service even though we have a contract with Medicount. This is a no-additional cost contract. Medicount will still receive 6.5% of our payments per our existing contract.

ADDENDUM TO THE CLIENT SERVICES AGREEMENT

This Addendum (the "Addendum") to that certain EMS Billing & Services Agreement entered by the **COLERAIN TOWNSHIP TRUSTEES** ("Client") and **MEDICOUNT MANAGEMENT, INC.**, as of **April 12, 2022** (the "Agreement"), is made effective as of September 1, 2024.

WHEREAS, the parties agree to amend the Agreement pursuant to # 4: Compensation to include revenue enhancement services for Ambulance Supplemental Payment Program (ASPP);

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services.** In addition to the Billing Services set forth in the Agreement, the parties agree that Medicount will provide revenue enhancement services for ASPP as described in Attachment A "Contracted Services" and Attachment B "Fees." Such services shall be deemed to be "Billing Services" as contemplated under the Agreement and shall be provided subject to the terms and conditions of the Agreement.
2. **Conflict in Terms.** Except as amended and/or modified by this Addendum, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Addendum, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. **Authorship.** The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. **Severability.** If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. **Waiver.** The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. **Authority.** Each Party to this Addendum, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Addendum, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
9. Applicable Law. Jurisdiction. and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or districts courts and that venue is appropriate.

IN WITNESS WHEREOF, Client and MEDICOUNT MANAGEMENT, INC have executed this Amendment as of the date stated above.

COLERAIN TOWNSHIP TRUSTEES

By: _____

Name: _____

Title: _____

Date: _____

MEDICOUNT MANAGEMENT, INC.

By:  _____

Name: Joseph A. Newcomb

Title: President

Date: 1, September 2024

ATTACHMENT A CONTRACTED SERVICES

MEDICAID COST REPORTING

Pursuant to the terms and conditions of this Agreement, Medicount in partnership with Public Consulting Group LLC shall provide the following contracted services:

- **Stakeholder Engagement:** Work to convene a group of stakeholders who share a collective interest in establishing and participating in a statewide EMS supplemental reimbursement program.
- **State Agency Interaction:** Engage state agency to submit and gain CMS approval of a State Plan Amendment (SPA) that defines the reimbursement methodology.
- **Preprint/SPA and Cost Report Template Preparation:** Draft and submit the Preprint/SPA and cost report template on behalf of providers to for CMS review and approval.
- **Program Design and Feedback:** Design the program and provide feedback on the reasonableness of the requested changes to the methodology from CMS.
- **Protocol and Process Development:** Establish program protocols and processes, including the development of program documents, policy manuals, and procedure guides.
- **ASPP Implementation:** Develop, design, and implement the Ambulance Supplemental Payment Program (ASPP), including drafting application materials and responding to additional information requests necessary for provider participation.
- **Fiscal Impact Study:** Prepare a fiscal impact study and present results to city/department stakeholders to demonstrate benefits of a supplemental payment program to the provider.
- **Web Portal Development:** Develop customized web portal to assist with cost report calculation and auditing process.
- **Cost Analysis and Reporting:**
 - Conduct a thorough review of operational and administrative costs as well as revenues to determine 2 CFR Part 200 allowable costs
 - Analyze billing reports provided by Medicount, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid are screened and accurately accounted for in the cost report.
- **Cost Allocation Methodologies:** Develop and apply appropriate cost allocation methodologies using the utilization data produced by a Client's Computer Aided-Dispatch (CAD) system or other reporting system.

- **Cost Report Submission:** As needed, submit annual cost reports on behalf of a Client to the applicable State Medicaid Agency that will allow such Client to realize incremental revenue under the ASPP.
- **Cost Report Refinement:** As needed, refine the cost reports and/or other items of cost based on the review from State Medicaid Agency and/or Centers for Medicare and Medicaid Services (“CMS”).
- **Subject Matter Expertise:** Provide Medicaid subject matter expertise and representation during the State Medicaid Agency’s review and approval of the submitted cost reports.
- **Desk Review Support:** Draft responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during a State Medicaid Agency desk review process.
- **Client Updates and Education:** Present updates and status reports to such Client’s administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- **Liaison Services:** Act as a liaison between State Medicaid Agency and the Client to address questions and communicate changes in state and federal regulations.
- **Audit Support:** Provide ongoing audit support in the event of a state and/or federal audit of EMS supplemental reimbursement program cost report

ATTACHMENT B FEES

The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the Ambulance Supplemental Payment Program (ASPP) are Ten percent (10%) of the amount received by Client from Medicaid as a result of the Ambulance Supplemental Payment Program (ASPP).

All revenue realized by the Client from the ASPP shall be paid in full directly to Client. Revenue realized as a result of the ASPP shall be determined by the cost settlement calculated through the state's approved Medicaid cost report. Medicount will invoice Client based on the final cost settlement from the ASPP within thirty (30) days of receipt of funds by the Client. Client will remit payment to Medicount within thirty (30) days of invoice receipt subject to terms and conditions of the Client Services Agreement.



DEPARTMENT OF FIRE & EMS



FIRE CHIEF
M. Allen Walls

ASST. FIRE CHIEF
Will Mueller

ASST. FIRE CHIEF
Shane Packer

October 10, 2024

Jeff Weckbach
Colerain Township Administrator
4200 Springdale Road
Cincinnati, OH 45251

Dear Administrator Weckbach,

The Ambulance Supplemental Payment Plan (ASPP) in Ohio is a financial program designed to help Emergency Medical Services (EMS) agencies offset the gap between the actual cost of providing ambulance services and the reimbursement received from Medicaid. Ohio Medicaid's reimbursement rates for ambulance services are often below the actual expenses incurred by our service, leading to budgetary constraints.

Currently, Colerain Fire and EMS collect only 28% of what is billed to Ohio Medicaid due to their allowables and formulary. The ASPP passed into Ohio's legislation in 2023, will help us bridge this payment gap and recover additional costs.

This additional funding through Ohio is created by leveraging the federal share of Medicaid, without increasing the burden on the state's general fund. Specifically, the program allows agencies to claim the difference between the Medicaid base rate and what Medicare or other insurance providers would typically pay for similar services.

Agencies must apply for the program and provide detailed cost reports that demonstrate the true cost of their ambulance services. These reports are then used to calculate the supplemental payments. The additional funding will help ensure that Colerain Fire and EMS can maintain high-quality services and cover operational costs like staff salaries, equipment, and vehicle maintenance.

This contract will provide the opportunity to enter into a supplemental agreement with Medicount Management, our third-party billing agency. Medicount still collects its percentage while PCG also collects a percentage. Together, these portions will account for 10% of the revenue collected and will be deducted from any payments received. Medicount will file claims, and receive payments, as they normally do. But, to obtain the supplemental portion on the Medicaid MCO claims, there will be a cost report required, annually. PCG will oversee that process for us as well as be responsible for any auditing that occurs, etc.

In summary, the Ambulance Supplemental Payment Plan in Ohio serves as a vital tool to help stabilize our agency's EMS funding, particularly in underserved areas, enhancing our ability to deliver critical emergency services while offsetting financial shortfalls caused by low Medicaid reimbursement rates.

Respectfully,

Allen Walls

M. Allen Walls, MSOL EFO NRP
Chief of Department

It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses, and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

4160 Springdale Road | Colerain Township, OH 45251 | phone 513-825-6143 | fax 513-245-6163 | Colerain.org

PUBLIC SAFETY

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Discussion and Potential Action - Rental Registration Resolution

Staff seeks direction on this issue.

Rationale:

Attached to this item is a memorandum providing an update on the rental registration program and some recommendations for consideration by the Trustees. The original resolution can be found at the below link:
<https://www.colerain.org/DocumentCenter/View/3896/RES-126-22---Resolution-for-Rental-Registration-Program?bidId=>

Should the Board desire to modify the resolution, a motion to bring forward an updated resolution would provide staff with the direction to draft an updated resolution to bring forward at the next meeting for adoption.

MEMORANDUM

To: Board of Trustees of Colerain Township

CC: Ed Cordie, Police Chief
Tiphonie Mays, Assistant Administrator
Jeff McElravy, Assistant Administrator

From: Jeff Weckbach, Township Administrator

Subject: Rental Registration – First Year Update

Date: September 20, 2024

BACKGROUND

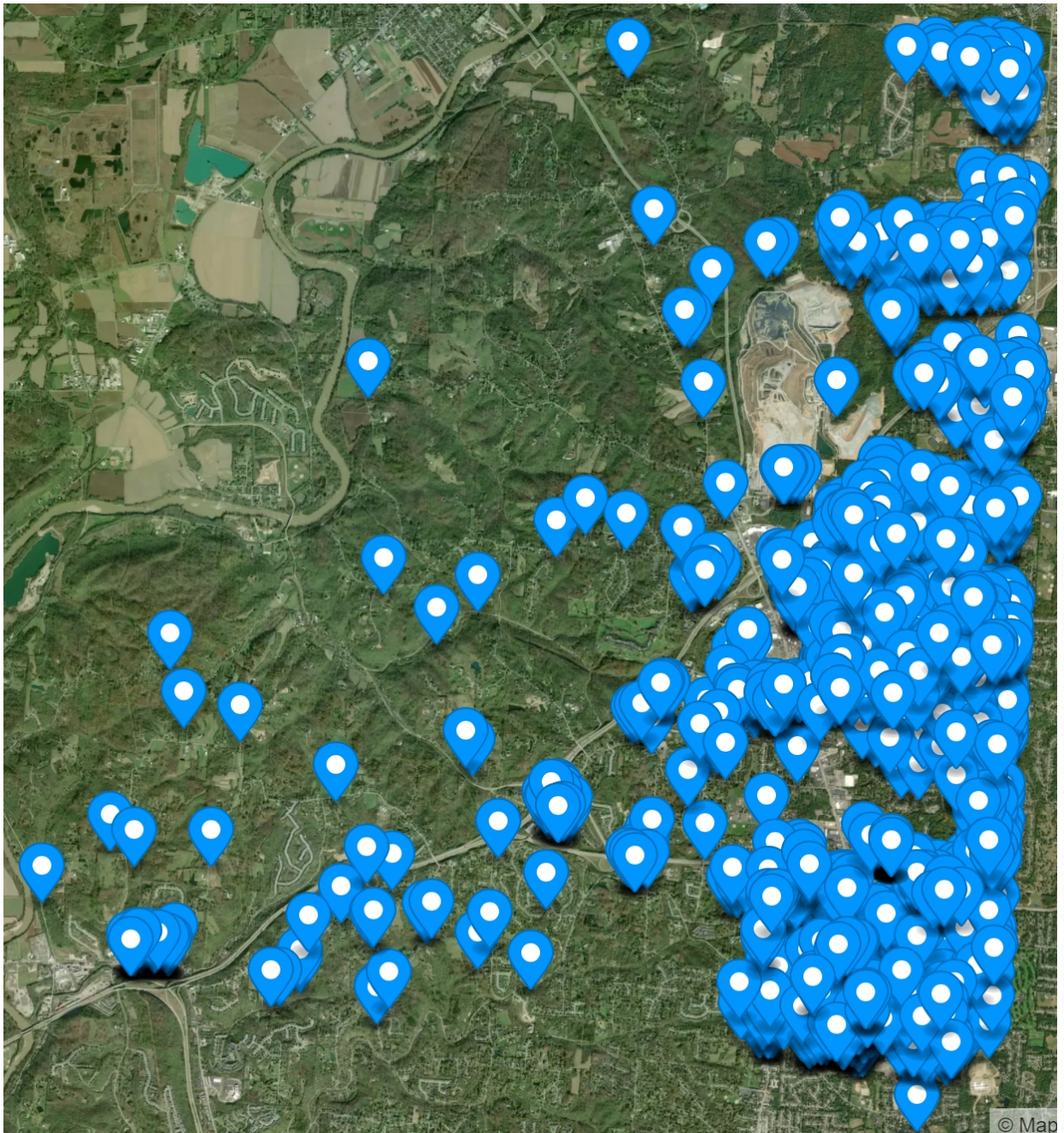
The rental registration resolution was first adopted in November of 2022. This was adopted as a soft roll out in the first year, with no fees to be collected until January of 2024. During that timeframe, staff built out the internal structures to ensure that the process would be rolled out in an effective and efficient way. The full resolution is online and available for review here:

<https://www.colerain.org/DocumentCenter/View/3899/RES-126-22----Resolution-Establishing-Regulations-for-Rental-Registration-Program?bidId=>

Working with the County Auditor's Office, the Township was able to identify 2,347 total potential rental properties in the Township. Staff mailed letters to each of these home owners to inform them of the new program with information on how to register. To date, nearly 82% of these property owners have complied with this letter and have registered online.

ANALYSIS

Below is a map highlighting all of the registered properties in Colerain Township:



COLERAIN

This table breaks down the year to date collections through the program by type of property:

CURRENT REVENUE COLLECTIONS		
Type of Property	Number of Properties	Revenue Collected
Single Family	1,811	90,550
Multi-Family	53	5,830
Apartment Communities	68	30,100
TOTAL		126,480

Currently, the program is staffed by a Code Enforcement Officer and an officer from the environmental crimes division. The current collections do not cover the full cost of the program, as the staff costs and costs for office supplies/mailings related to the program are estimated at \$150,000.

Properties that fail to register are sent follow up notices through the Code Enforcement Review Board (CERB) and are provided with a hearing in front of the CERB. To date, each property that has gone before the CERB has subsequently registered. This indicates that the CERB is a great tool for compliance. Unfortunately, with a backlog of over 500 properties, it will take a great deal of staff time to bring these properties into compliance and additional staffing is needed. In addition, there are likely a greater number of properties that are not on the County's list that are currently not identified and will need to be identified in the future, further straining staff resources.

RECOMMENDATION

If the board desires for the Township to achieve 100% compliance with the resolution, or as close to 100% compliance as possible, then additional staffing will be required to ensure that the remaining 18% are able to be fully processed through CERB. Staff recommends the hiring of one full time individual that will oversee this program and other functions of the code enforcement office. With benefits included, this is projected to cost roughly \$130,000.

Given that their duties would be split, we would recommend that 75% of this salary be covered by an increase in the rental registration fee for 2025. Therefore, to generate an additional \$97,500, it is recommended to increase the base fee for all properties by \$25.

536 unregistered addresses at \$75 per address generates \$40,200. Increasing the base fee by \$25 and applying it against the currently registered 1,932 properties will generate \$48,300. This will leave a small gap of \$9,000 between the costs to administer the program and the total revenue collected.

RECOMMENDED NEW FEE STRUCTURE - REVENUE CALCULATIONS		
Type of Property	Number of Properties	Revenue Collected
Single Family	1,811	135,825
Multi-Family	53	7,155
Apartment Communities	68	31,800
New Registered Properties	536	40,200
TOTAL		214,980

If the Board wanted to explore an alternative funding model, then staff would recommend the below:

- Single Family Homes – Flat fee of \$75
- Multi-Family Buildings – Flat fee of \$250
- Apartment Buildings – Flat fee of \$500

ALTERNATIVE FEE STRUCTURE - REVENUE CALCULATIONS		
Type of Property	Number of Properties	Revenue Collected
Single Family	1,811	135,825
Multi-Family	53	13,250
Apartment Communities	68	34,000
New Registered Properties	536	40,200
TOTAL		223,275

This flat fee model will drastically change how we collect fees and will likely create a number of “winners” and “losers” in the larger apartment communities, which is determined solely by their property structure. For example, if a community has one parcel with all of their rooms in that parcel, they will pay a much lower fee. If they have multiple parcels with multiple buildings, then they may see a large increase in the fees they pay. Unfortunately, there does not appear to be an easy solution to this strategy.

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:

7881 Althaus Rd	510-0360-0136-00
8248 Browns way Ln	510-0063-0201-00
2689 Haverknoll Dr	510-0011-0249-00
3507 Niagara St	510-0111-0072-00
3672 Ripplegrove Dr	510-0101-0158-00
2681 Royal Glen Dr	510-0071-0315-00

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>
7881 Althaus Rd	510-0360-0136-00
8248 Brownsway Ln	510-0063-0201-00
2689 Haverknoll Dr	510-0011-0249-00
3507 Niagara St	510-0111-0072-00
3672 Ripplegrove Dr	510-0101-0158-00
2681 Royal Glen Dr	510-0071-0315-00

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

Resolution Declaring a Junk Motor Vehicle - 2473 Banning Rd. - 1 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

2473 Banning Rd. Cincinnati, OH 45239

1. (IN), NGX764, UNKNOWN YEAR, Red, Pontiac, Grand Prix
2. (OHIO), GTW6465, 2014, Tan, Chevrolet, Silverado

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 2473 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0073-0026-00
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 **2473 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0073-0026-00**

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 **2473 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0073-0026-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(IN), NGX764, UNKNOWN YEAR, Red, Pontiac, Grand Prix**
 - B. **(OHIO), GTW6465, 2014, Tan, Chevrolet, Silverado**
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 - 3202 Deshler Dr. - 2 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

3202 Deshler Dr. Cincinnati, OH 45251

(OHIO), HTP2057, 2001, Gray, Ford, Freestar

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 3202 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0161-00
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 **3202 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0161-00**

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 **3202 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0161-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), HTP2057, 2001, Gray, Ford, Freestar**

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 - 3252 Deshler Dr. - 3 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

3252 Deshler Dr. Cincinnati, OH 45251

1. (OHIO), JVS9544, 2001, Green, GMC, Sierra

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 3252 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0215-00
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 **3252 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0215-00**

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 **3252 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0215-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), JVS9544, 2001, Green, GMC, Sierra**

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 - 7881 Althaus Rd. - 4 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

7881 Althaus Rd. Cincinnati, OH 45247

1. (NO TAG), 2002, Silver, Hyundai, Santa Fe
2. (OHIO), JCW7837, 2005, Blue, Jeep, Liberty
3. (OHIO), JCB1141, 1999, Black, Chevrolet, S10
4. (OHIO), HDZ9374, 2003, Tan, Chevrolet, Avalanche

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 7881 Althaus Rd. Cincinnati, OH 45247– Parcel ID 510-0360-0136-00
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 **7881 Althaus Rd. Cincinnati, OH 45247– Parcel ID 510-0360-0136-00**

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 **7881 Althaus Rd. Cincinnati, OH 45247– Parcel ID 510-0360-0136-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(NO TAG), 2002, Silver, Hyundai, Santa Fe**
 - B. **(OHIO), JCW7837, 2005, Blue, Jeep, Liberty**
 - C. **(OHIO), JCB1141, 1999, Black, Chevrolet, S10**
 - D. **(OHIO), HDZ9374, 2003, Tan, Chevrolet, Avalanche**
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 - 9828 Loralinda Dr. - 5 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

9828 Loralinda Dr. Cincinnati, OH 45251

1. (OHIO), FBV2967, 2007, Blue, Chevrolet, Venture

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 9828 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0020-00
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 **9828 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0020-00**

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 **9828 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0020-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), FBV2967, 2007, Blue, Chevrolet, Venture**

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 - 9941 Dunraven Dr. - 6 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

9941 Dunraven Dr. Cincinnati, OH 45251

1. (OHIO), HOB1853, 1994, White, Cadillac, Deville
2. (OHIO), FTM6512, 1978, Gray, Dodge, Ram

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 9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00
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 **9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00**

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 **9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO), HOB1853, 1994, White, Cadillac, Deville**
 - B. **(OHIO), FTM6512, 1978, Gray, Dodge, Ram**
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 - 10154 Windswept Ln. - 7 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

10154 Windswept Ln. Cincinnati, OH 45251

1. (OHIO), HUK3858, 2005, Green, Mercedes, ML350

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 10154 Windswept Ln.
Cincinnati, OH 45251– Parcel ID 510-0042-0026-00
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 **10154 Windswept Ln. Cincinnati, OH 45251– Parcel ID 510-0042-0026-00**

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 **10154 Windswept Ln. Cincinnati, OH 45251– Parcel ID 510-0042-0026-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), HUK3858, 2005, Green, Mercedes, ML350**

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 - 10703 Pottinger Rd. - 8 of 8

Recommend ADOPTION of the Resolution.

Rationale:

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

10703 Pottinger Rd. Cincinnati, OH 45251

1. (OHIO), JFZ 3091, 1994, Black/Grey, Chevrolet, S10
2. (OHIO), JKB 3459, 1994, Blue, Mercury, Grand Marquis
3. (OHIO), HVC 5701, 1995, Blue, Mercury, Grand Marquis

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 10703 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0122-0026-00
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 **10703 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0122-0026-00**

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 **10703 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0122-0026-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO), JFZ 3091, 1994, Black/Grey, Chevrolet, S10**
 - B. **(OHIO), JKB 3459, 1994, Blue, Mercury, Grand Marquis**
 - C. **(OHIO), HVC 5701, 1995, Blue, Mercury, Grand Marquis**
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 Property as a Vacant Registrable Property - 2459 Bluelark Dr. - 1 of 3
Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

2459 BLUELARK DR
COLERAIN TOWNSHIP, OH 45231

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 22nd day of October 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

**RESOLUTION DECLARING PROPERTY LOCATED AT 2459 BLUELARK DR
COLERAIN TOWNSHIP, OH 45231, PARCEL ID# 510-0063-0013-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21**

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers 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, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board (“CERB”), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 2459 Bluemark Dr., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0063-0013-00.

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

1. The Board specifically finds and hereby determines the property located 2459 Bluemark Dr., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0063-0013-00 to

be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. 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.
6. This resolution shall take effect at 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: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 22nd day of October, 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)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 22nd day of October, 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 Property as a Vacant Registrable Property - 2856 Sheldon Ave. - 2 of 3

Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

2856 SHELDON AVE.
COLERAIN TOWNSHIP, OH 45239

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 22nd day of October, 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

**RESOLUTION DECLARING PROPERTY LOCATED AT 2856 SHELDON AVE.,
COLERAIN TOWNSHIP, OH 45239, PARCEL ID# 510-0071-0118-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21**

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers 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, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board (“CERB”), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 2856 Sheldon Ave., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0071-0118-00.

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

1. The Board specifically finds and hereby determines the property located 2856 Sheldon Ave., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0071-0118-00

to be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. 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.
6. This resolution shall take effect at 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: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 22nd day of October, 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)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 22nd day of October, 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 Property as a Vacant Registrable Property - 3013 Niagara St. - 3 of 3
Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

3013 NIAGARA ST.
COLERAIN TOWNSHIP, OH 45251

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 22nd day of October 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

**RESOLUTION DECLARING PROPERTY LOCATED AT 3013 NIAGARA ST.,
COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0052-0384-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21**

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers 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, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board (“CERB”), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 3013 Niagara St., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0052-0384-00.

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

1. The Board specifically finds and hereby determines the property located 3013 Niagara St., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0052-0384-00 to be

vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. 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.
6. This resolution shall take effect at 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: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 22nd day of October, 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)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 22nd day of October, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police 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

Motion to Direct the Administrator to Pay Off All Existing Police Cruiser Lease Agreements and Execute All Associated Documents

Recommend ADOPTION of the Motion.

Rationale:

The Police Department did an analysis of the current police cruiser purchasing model.

Since 2017, the Police Department has utilized a leasing model for all police cruiser purchases. In this model, police cruisers, the vehicle outfitting, and exterior markings are funded by Huntington Bank, and the Police Department has a five-year obligation of payments. Due to this model being utilized every year, the department has five lease payments and four interest payments annually. Currently, the combined yearly lease payments are approximately \$40,000. By 2030, the projected lease payments are almost \$79,000 and by 2037, the projected payments are \$111,000. The long term impact of continuing this lease model is seen through the cumulative lease payments over the model's projected timeline. The cumulative lease payments from 2024 to 2030 are projected at \$419,748 and from 2024 to 2037 are projected at \$1,093,074.

The analysis resulted in the recommendation not to purchase police cruisers in 2024. Instead, the best course of action would be to pay off our existing lease schedules now, and move to a direct purchase model starting in 2025. This new model will allow the department to make purchase decisions based on available funds each year and will not commit the township to being locked into lease agreements for the following four years.



PAYOFF LETTER¹

Huntington Public Capital Corporation
C/O Huntington National Bank
P.O. Box 701096
Cincinnati, Ohio 45270-1096

October 9, 2024

Colerain Township, Hamilton County, OH
4200 Springdale Road
Colerain Township, OH 45251

Account Number: 101-0013417-007, 101-0013417-008 and 101-0013417-009 (the "Loan(s)")
Equipment Description: See Attached Exhibit A (the "Collateral")

Dear Colerain Township, Hamilton County, OH,

We're writing with the payoff information you requested for the Loan(s) referenced above and identified below (the "Obligations"). This payoff amount is valid through 3:00 p.m. ET on December 1, 2024.

Account #	Next Due	Total Payoff	Per Diem
101-0013417-007	6/30/25	\$48,337.35	\$3.15
101-0013417-008	12/15/24	\$295,315.16	\$38.33
101-0013417-009	8/25/25	\$329,043.45	\$44.14
	Total	\$672,695.96	

If you choose to pay off the Obligations, you can send either a check or wire transfer to:

Mailing Address

Huntington Public Capital Corporation
C/O Huntington National Bank
P.O. Box 701096
Cincinnati, Ohio 45270-1096

Wire

ABA #044000024
The Huntington National Bank
To Benefit: HNB Equipment Finance
525 Vine St. 14th Floor
Cincinnati, OH 45202
A/C #01651130920
Reference: 13417.07, 08 and 09

¹ This payoff letter is intended to reflect actual and final amounts due on the Obligations for the referenced time period. Nothing herein shall alter or amend in any way the Obligations document(s) or the amounts due thereunder including, without limitation, any mistakes or inaccuracies contained in the Total Payoff amount or otherwise herein.



Upon receipt by Huntington of the Total Payoff, (a) any and all liens and security interests of Huntington on the Collateral securing the Obligations will be immediately and automatically released and terminated, (b) all liabilities, obligations and indebtedness owing by customer to Huntington in connection with the Obligations will be satisfied and discharged in full, and (c) at Customer's expense, Huntington shall file UCC-3 termination statements (and take such other actions which may be necessary to release its liens) in connection with Huntington's release and termination of its liens and security interests on the Collateral securing the Obligations. Huntington and Customer acknowledge that this payoff letter exclusively addresses payoff of the Obligations and release of liens in the Collateral granted in the Loans securing the Obligations.

Please note, if your payments are made automatically (either pulled by Huntington or an outside bill pay service), you will need to cancel them at least two days before your final payoff is made. If not, the automatic payment will go through and we'll have to issue a refund at a later date.

If you have any questions, please contact us at (866) 329-7286, Monday through Friday, 8:00 a.m. to 5:00 p.m. ET or hbef.service@huntington.com. Thank you for choosing Huntington. As always, we appreciate your business.

Sincerely,

Christine McIntosh
Equipment Finance

6520 12/18

EXHIBIT A

Description	Serial Number
2021 Ford Explorer Cruiser	1FM5K8AB9MGC32068
2022 Ford Explorer Cruiser	1FM5K8AB9MGC31714
2023 Ford Explorer Cruiser	1FM5K8AB1MGC31528
2024 Ford Explorer Cruiser	1FM5K8ABXMGC31558
2025 Ford Explorer Cruiser	1FM5K8AB5MGC31452
(8) 2023 Ford Exploer Cruisers and Equipment	
2023 Chevrolet Tahoes and Upfit, Decals	
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED6PR395024
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED7PR395629
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED9PR394949
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED8PR394960
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLEDXPR395592
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED4PR395622
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED2PR394999
2023 Chevrolet Tahoes and Upfit, Decals	1GNSKLED2PR395747
2023 Chevrolet Tahoes and Upfit, Decals	

COLERAIN POLICE DEPARTMENT

MEMORANDUM

DATE: October 10, 2024

TO: Chief Edwin C. Cordie III

FROM: Lt. Jon C. Middendorf

SUBJECT: Cruiser Lease Model Review

One of our strategic initiatives this year was to look at our current cruiser lease program and determine the potential costs and benefits of switching from this model to an upfront purchasing model.

Background

For the past several years, the police department has used a lease program through Huntington Bank to “lease” our marked police vehicles. These funds paid for the vehicle themselves and any necessary outfitting. The department obtains ownership of the vehicle at the conclusion of each 5-year lease. When the program began, the staggered lease payments allowed the department to purchase several additional vehicles each year compared to the larger payment of making a direct one-time purchase. The issue with this model is that it locks the department into a 5-year commitment each year and does not allow for flexibility year over year.

Analysis

The department looked at current lease schedules that are in place and compared them with forecasted pricing and interest rates. In this forecast we estimated a 5% increase per vehicle (including outfitting) year over year. We are also projecting an interest rate of 4.99%.

We also looked at our current interest payments and projected these payments for the coming years. The decision has been made to not lease or purchase any additional marked vehicles this year (2024), so our analysis begins with looking at 2025.

Our current fleet has nearly 40 marked patrol vehicles. In our analysis we estimated replacing 8 marked vehicles in our fleet each year, which amounts to replacing each vehicle every 5 years. Our analysis returned the following data:

	2025	2026	2027	2028	2029	2030
Projected vehicle cost	\$ 77,385.00	\$ 81,254.25	\$ 85,316.96	\$ 89,582.81	\$ 94,061.95	\$ 98,765.05
Total vehicles	8	8	8	8	8	8
Total cost of vehicles	\$ 619,080.00	\$ 650,034.00	\$ 682,535.70	\$ 716,662.49	\$ 752,495.61	\$ 790,120.39
If leased, projected interest amount	\$ 61,710.33	\$ 64,795.84	\$ 68,035.64	\$ 71,437.42	\$ 75,009.29	\$ 78,759.75
If leased, total cost of vehicles	\$ 680,790.33	\$ 714,829.84	\$ 750,571.34	\$ 788,099.90	\$ 827,504.90	\$ 868,880.14

With this estimate, the amount the township would be spending in combined interest for each lease agreement entered into between now and 2030 amounts to **\$419,748.27**. This amount is anticipated to reach over **\$1,000,000** in 2037.

	2025	2026	2027	2028	2029	2030
If leased, projected interest amount	\$ 61,710.33	\$ 64,795.84	\$ 68,035.64	\$ 71,437.42	\$ 75,009.29	\$ 78,759.75
Running total	\$ 61,710.33	\$ 126,506.17	\$ 194,541.81	\$ 265,979.23	\$ 340,988.51	\$ 419,748.27

2031	2032	2033	2034	2035	2036	2037	2038	2039
\$ 82,697.74	\$ 86,832.63	\$ 91,174.26	\$ 95,732.97	\$ 100,519.62	\$ 105,545.60	\$ 110,822.88	\$ 116,364.03	\$ 122,182.23
\$ 502,446.01	\$ 589,278.64	\$ 680,452.90	\$ 776,185.87	\$ 876,705.49	\$ 982,251.09	\$ 1,093,073.97	\$ 1,209,438.00	\$ 1,331,620.23

We requested and received a Payoff Letter from Huntington Bank indicating the actual amount due to pay off our existing loans. Huntington Bank provided the following information:

Account #	Next Due	Total Payoff	Per Diem
101-0013417-007	6/30/2025	\$48,337.35	\$3.15
101-0013417-008	12/15/2024	\$295,315.16	\$38.33
101-0013417-009	8/25/2025	\$329,043.45	\$44.14
	Total	\$672,695.96	

This payoff amount is valid through 3:00 p.m. ET on December 1, 2024. The payoff can be completed by either sending a check or wire transfer to Huntington Bank.

Currently we are seeing interest payments amounting to nearly \$40,000 a year. If costs of vehicles and accessories continue to climb and interest rates remain relatively the same, we are looking at interest payments totaling over \$70,000 a year by 2030.

By not leasing or purchasing any vehicles in 2024, the township is saving across the next 4 years in anticipated lease payments. If the lease program were to continue in 2025, the township would likely see the yearly cost for leasing vs the yearly cost for a direct purchase only costing less than \$250 a year in the coming years (beginning in 2029 and lasting until at least 2039 with the estimated amounts). Again, this analysis was completed with the anticipation of replacing 8 vehicles per year. Moving to a direct purchase model will allow for immediate and “one-time” affects to the budget, rather than a five-year impact each purchase.

	2025	2026	2027	2028	2029	2030
Leasing model total yearly amount :	\$ 413,876.49	\$ 497,557.56	\$ 546,149.31	\$ 586,858.28	\$ 752,359.26	\$ 789,977.22
Purchase model yearly total amount:	\$ 619,080.00	\$ 650,034.00	\$ 682,535.70	\$ 716,662.49	\$ 752,495.61	\$ 790,120.39
Difference:	\$ 205,203.51	\$ 152,476.44	\$ 136,386.39	\$ 129,804.20	\$ 136.35	\$ 143.16

Summary

In summary, we believe and recommend that the best course of action would be to pay off our existing lease schedules and move to a direct purchase model starting in 2025. This model will allow the department to make purchase decisions based on available funds each year and will not commit the township to being locked into lease agreements for the following four years.

PUBLIC SERVICES

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

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

Motion Authorizing Township Administrator to Execute a Contract with Choice One Engineering for the Construction Engineering of the Parking Lot at 4160 Springdale Road

Recommend ADOPTION of the Motion.

Rationale:

A parking lot study and conceptual design process was conducted in July with Choice One Engineering which included staff from the Fire, Public Services, Administration and Police Departments. Through this process, staff identified the need to complete portions A, B and C of the parking study that will expand the number of spaces needed for the new Training Center, address storm water issues and aging infrastructure, and to secure parking areas for the protection of Township assets. This contract is for the complete design and engineering of these areas in order to go to complete construction bid documents and not to exceed \$39,200.00.



Date

October 17, 2024

Attention

Tawanna Molter
tmolter@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Agreement for Professional Services
Community Center Parking Lot Upgrades
HAM-COL-2407

Dear Ms. Molter:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Community Center Parking Lot Upgrades.

This Agreement is by and between Colerain Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of five pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Colerain Township

Authorized Signature

Date

Choice One Engineering Corporation



Bradley A. Warnock, P.E., Project Manager

10/17/2024

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone



Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the upgrades to the existing parking lot areas A, B, and C as shown in the attached exhibit. Choice One will provide a storm water management design for the area highlighted in the attached exhibit.

Project Details

- Area A will be a new parking area in an existing grass lot near Springdale Road.
- Area B will be a new parking area connecting the existing pavement in the area west of the public works building.
- Area C will be the addition of pavement connecting to existing pavement around the Public Works building.
- This parking lot design will only involve areas A, B, and C in the attached exhibit.
- Design will include one new access point for Area A.
- The design will include the widening of the existing drive between Area A and Area C.
- Topographic survey will be completed for the highlighted area on the attached exhibit.
- No topo beyond the highlighted area on the attached exhibit will be completed.
- Storm Sewer and detention will be designed as part of this project.
- Storm water management design and drainage analysis will be included for the highlighted area shown in the attached exhibit.
- Choice One will provide storm water management calculations to Hamilton County.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Choice One will flag potential utility relocations and impacts for discussion with the Township.
- Coordination with Duke Energy where work occurs adjacent to Duke utility easement will be included in this project.
- Coordination with Hamilton County for the new drive access and the widening of the existing access on Springdale Road will be included as part of this scope of work.
- Gas, electric, telephone, water and sanitary sewer will not be modified as part of this project.
- This project will not include modifications at existing building entrances to meet ADA standards.
- No lighting has been included in this scope.
- Landscaping has not been included in this scope.
- Construction bidding procedures will be included in this project.
- No record drawings will be performed for this site. If required, a lump sum fee will be negotiated.
- No offsite utility extensions will be included as part of this project.
- No retaining wall design is anticipated and therefore not included in the scope of this agreement.
- Less than one acre is expected to be disturbed therefore no EPA notice of intent of Storm Water Pollution Prevention Plan will be done. Erosion Control Measures will still be shown on the plans.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features within project area as shown on the attached aerial including utilities and drainage. Elevations will be collected at 50-foot intervals.

- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

2. Site Design

- a. Choice One will provide the following plans:
 - i. Title Sheet
 - 1. Reference and specs
 - 2. Vicinity map
 - 3. Sheet Reference
 - 4. Project description
 - ii. General Notes and Details
 - 1. General notes and details pertaining to site not covered by standard Department of Transportation or local jurisdiction specifications
 - iii. Dimensioning Plan
 - 1. Setbacks
 - 2. Buildings
 - 3. Parking lots including pavement marking
 - 4. Drives
 - 5. Curbing
 - 6. Pavement composition
 - iv. Utility Plan
 - 1. Storm sewer
 - 2. Plan and profile sheets over utilities as required
 - 3. EPA submittals for utility extensions are not included in this agreement
 - v. Grading plan
 - 1. Existing contours
 - 2. Proposed contours
 - 3. Pavement Elevation Plan

3. Storm Water Management Design

- a. Choice One will perform the following to complete the drainage analysis:
 - i. Develop a drainage map of the tributary area.
 - ii. Perform a drainage area analysis, storm sewer analysis for the 10-year design frequency, and the necessary storage capacity required to manage a 100-year storm frequency.
- b. Prepare storm water management calculations per Hamilton County requirements.
- c. Prepare storm water management plan detailing modifications and include improvements in provided plans.
- d. Preparation and filing of necessary documents for approval.

4. Construction Bidding Process

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.

- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.

5. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Produce additional plans for successful contractor and Client.
 - ii. Attend preconstruction meeting and provide minutes to attendees.
 - iii. Respond to Contractor's questions.
 - iv. Administrate plan interpretation for contractor and Client during construction, as required.
 - v. Attend meetings at the request of the Client with contractor.
 - vi. Review and approve pay requests.
 - vii. Process necessary change orders.
 - viii. Conduct final inspection and provide a punch list.
 - ix. Review site/civil shop drawings.
 - x. Attend final walkthrough with Client and contractor.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

- 1. Traffic Signal Design
- 2. Traffic Impact Studies
- 3. Traffic Data Collection
- 4. Detailed Maintenance of Traffic Plans
- 5. Landscape Architecture
- 6. Boundary Survey
- 7. Record Drawings
- 8. Construction Observation

Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

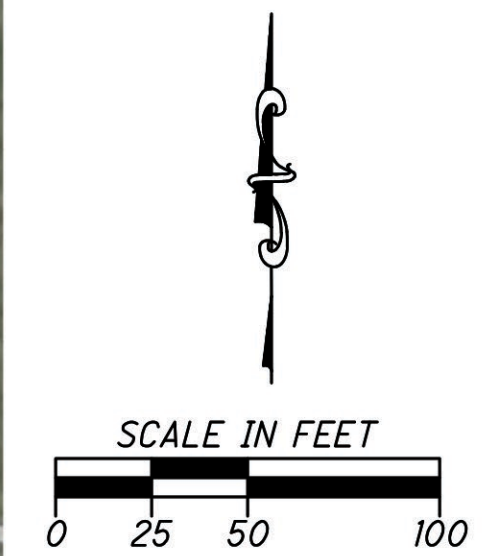
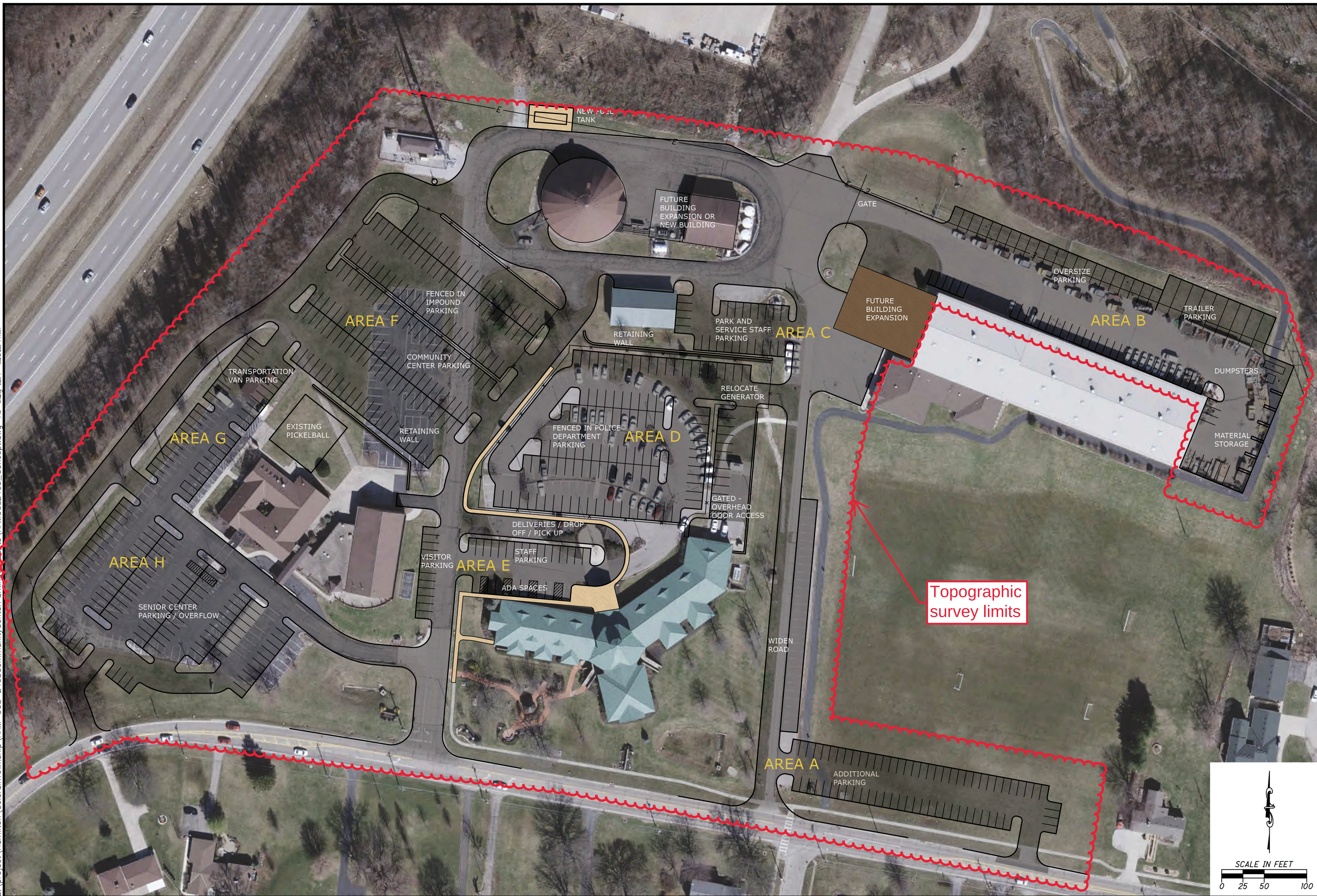
Topographic Survey	\$13,000.00
Site Design	\$16,500.00
Storm Water Management Design	\$6,200.00
Construction Bidding Procedures	\$3,500.00
Total	\$39,200.00
Construction Administration Services	Hourly Upon Request

Schedule

Choice One will have plans ready to bid 180 days after receipt of an executed agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.

Z:\project\Hamilton\ColerainTownship\HAM-COL-2405CommunityCenterParkingConcepts\HAMCOL2405_Concept.dwg 18-Aug-2024 3:50:53 PM





ChoiceOne
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
WWW.CHOICEONEENGINEERING.COM

**COLERAIN TOWNSHIP COMMUNITY CENTER PARKING
COLERAIN TOWNSHIP, HAMILTON COUNTY**

SCHEMATIC PLAN

REVISIONS:

FILE NAME	001
DRAWN BY	JLH
CHECKED BY	NNS
PROJECT No.	HAMCOL2405
DATE	07-18-2024
SHEET NUMBER	1 OF 1

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

PUBLIC SERVICES

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

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

Motion Authorizing Assistant Township Administrator to Execute a Contract with Municipal and Contractors Sealing Products for the Repair to the Storm Sewer Pipe System at Commons Circle

Recommend ADOPTION of the Motion.

Rationale:

The proposed project consists of a major repair to the storm sewer system at the intersection of Commons Circle and Mall Drive. The area of damage overlaps between public (Colerain Township) and private (The YMCA Play Time Early Learning Center) property. This project will be equally funded by both entities in a joint effort to repair the damaged system. This motion is requesting the Board to delegate the signatory authority to the Assistant Administrator due to a potential conflict of interest with the Administrator sitting on the Board for the YMCA.

The project was prepared for formal competitive bidding through September 30, 2024, with three (3) bids received.

- Municipal and Contractors Sealing Products: \$122,075.00
- Inliner Solutions, LLC: \$221,000.00
- Insituform Technologies, LLC: \$454,500.00

Staff recommends that the bid be awarded to Municipal and Contractors Sealing Products, which was the lowest and best bidder. Bid tabulations are summarized on the attached sheet. A contractual appropriation that is requested for Municipal and Contractors Sealing Products is in the amount of \$122,075.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

June 19, 2024

I, Stephen J. Pohlman, Fiscal Officer of the YMCA of Greater Cincinnati, hereby certify that the organization has more than the amount of \$88,780 in unrestricted funds in our checking account at 5th3rd Bank and we have committed that amount to pay the local share for the Commons Circle/Playtime Daycare Center Storm Sewer Lining Project.

We are hopeful that our portion of the project can be completed as soon as possible in the interests of safety and business continuity.

Very truly yours,

Stephen J. Pohlman
Chief Financial Officer

YMCA of Greater Cincinnati
Chief Financial Officer
1105 Elm Street • Cincinnati, OH 45202
O: 513-362-2021 • C: 513-708-7814
spohlman@cincinnatiymca.org

General Info

Total:

\$122,075.00

Number	Description
24-2 Common Circle Pipe	Colerain Township and YMCA is partnering to repair a pipe system. Near the Intersection of Mall Dr and Commons Cir.
Deadline	Allows zero unit prices and labor
09/30/2024 10:00 AM EDT	Yes
Vendor	Allows negative unit prices and labor
Municipal and Contractors Sealing Products	Yes
Submitted	
09/30/2024 08:32 AM EDT	
Signed by	
Andrew O'Connor Account Holder Andrew O'Connor	
Opened	
09/30/2024 11:38 AM EDT By krieman@colerain.org	

Project Info

This Project is a Public Private partnership to repair A Storm Sewer Pipe located on Commons circle just north of Mall Drive. ColerainTownship will cordinate the project and all invioces will be submitted to Colerain Township. Any question Should asked on bid express.

Item List

\$122,075.00

Item Code	Description	Quantity	Units	Unit Price	Extension
84" Colerain Township	84" Spray Lining	100	L.F	\$572.00	\$57,200.00
72" Ymca	72" Spray Lining	125	L.F	\$495.00	\$61,875.00
Chamber	Chamber Spray Lining	1	Lump	\$3,000.00	\$3,000.00
					Total: \$122,075.00

Attachment List

Commons Cir Arial view (1.28 MB)
Spray in Pipe liner Specs (114 KB)
Video of Pipe (134 MB)

General Info

Total:

\$221,000.00

Number	Description
24-2 Common Circle Pipe	Colerain Township and YMCA is partnering to repair a pipe system. Near the Intersection of Mall Dr and Commons Cir.
Deadline	Allows zero unit prices and labor
09/30/2024 10:00 AM EDT	Yes
Vendor	Allows negative unit prices and labor
Inliner Solutions LLC	Yes
Submitted	
09/30/2024 08:30 AM EDT	
Signed by	
Denise C. McClanahan Account Holder Denise McClanahan	
Opened	
09/30/2024 11:38 AM EDT By krieman@colerain.org	

Project Info

This Project is a Public Private partnership to repair A Storm Sewer Pipe located on Commons circle just north of Mall Drive. ColerainTownship will cordinate the project and all invioces will be submitted to Colerain Township. Any question Should asked on bid express.

Item List

\$221,000.00

Item Code	Description	Quantity	Units	Unit Price	Extension
84" Colerain Township	84" Spray Lining	100	L.F	\$1,125.00	\$112,500.00
72" Ymca	72" Spray Lining	125	L.F	\$700.00	\$87,500.00
Chamber	Chamber Spray Lining	1	Lump	\$21,000.00	\$21,000.00
					Total: \$221,000.00

Attachment List

Commons Cir Arial view (1.28 MB)
Spray in Pipe liner Specs (114 KB)
Video of Pipe (134 MB)

General Info

Total:

\$454,500.00

Number	Description
24-2 Common Circle Pipe	Colerain Township and YMCA is partnering to repair a pipe system. Near the Intersection of Mall Dr and Commons Cir.
Deadline	Allows zero unit prices and labor
09/30/2024 10:00 AM EDT	Yes
Vendor	Allows negative unit prices and labor
Insituform Technologies LLC	Yes
Submitted	
09/27/2024 03:53 PM EDT	
Signed by	
Christlanda Adkins Account Holder	
Christlanda Adkins	
Opened	
09/30/2024 11:38 AM EDT By	
krieman@colerain.org	

Project Info

This Project is a Public Private partnership to repair A Storm Sewer Pipe located on Commons circle just north of Mall Drive. ColerainTownship will cordinate the project and all invioces will be submitted to Colerain Township. Any question Should asked on bid express.

Item List

\$454,500.00

Item Code	Description	Quantity	Units	Unit Price	Extension
84" Colerain Township	84" Spray Lining	100	L.F	\$1,200.00	\$120,000.00
72" Ymca	72" Spray Lining	125	L.F	\$1,500.00	\$187,500.00
Chamber	Chamber Spray Lining	1	Lump	\$147,000.00	\$147,000.00
					Total: \$454,500.00

Attachment List

Commons Cir Arial view (1.28 MB)
Spray in Pipe liner Specs (114 KB)
Video of Pipe (134 MB)

CONTRACT 24-2 COMMONS CIRCLE PIPE

THIS AGREEMENT, made and entered into this 22 day of **October**, in the year **Two Thousand Twenty-Four** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and Municipal and Contractors Sealing Products herein after designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these present does agree with the Owner for the consideration herein below mentioned, to furnish at the Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in full, firm and substantial manner the – Spray Applied Pipe Liner for Commons Circle Pipe Project

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately **\$ 122,075.00**

IN WITNESS WHEREOF, the said Township of Hamilton County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Colerain Township Board of Trustees and the Contractor, the day and year aforesaid.

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY,
OHIO

Contractor _____

Administrator: Jeff Weckbach

Signature _____

Signature: _____.

PUBLIC SERVICES

Department: Administration
Department Director: Tiphany Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages

Motion Authorizing Township Administrator to Execute Contract with Clarke Contractors for Arson Damage Repairs at Clippard Park in the amount of \$13,064.15

Recommend ADOPTION of the Motion.

Rationale:

There was an arson in the restrooms at Clippard Park. This contract will allow for those repairs to be made to the restroom. All repairs will be submitted to the Township's insurance carrier for reimbursement. The total cost of this repair is \$13,064.15.



4475 Muhlhauser Road
West Chester, OH 45011

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

Fax 513 874-3998

www.clarkecontractors.com

CONTRACTOR AGREEMENT

THIS AGREEMENT, made this 15 day of October, 2024 by and between **Clarke Contractors, Inc.** an Ohio corporation with offices at 4475 Muhlhauser Rd. West Chester, Ohio 45011 (hereafter referred to as "Contractor") and Tawanna Molter - (Assistant Director) who's property is located at

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

1. Scope of Contractor's Work. Contractor agrees to furnish all of the labor, supervision, administration and materials together with all transportation, supplies, fuel, tools, equipment, and incidentals (the "Work"), all of which is necessary and required for the repair, restoration or reconstruction of portions of the Owner's property located at 3500 Bevis Ln Cincinnati, OH 45251. The Work is shown on the plans and/or specifications attached hereto as Exhibit "A". The Contractor shall be responsible for provision of materials and supplies for construction, equipment and fixtures, sales, use, excise and all other taxes on the sale of personal property, worker's compensation insurance, public liability insurance, and the cost of all permits and licenses required by this Agreement or by law.

2. Time of Performance of Contractor's Work. Contractor shall begin the Work within fourteen (14) days after the complete execution of this Agreement and draw payment and shall proceed to complete the Work expeditiously. Contractor anticipates that the Work will be substantially completed within thirty fi (35) days or before December 6, 2024. Contractor shall not be liable for any delays in work progress caused by work changes required by Owner, labor disputes, fire, weather, prolonged transportation delays, shortages of materials, injuries or other causes beyond the control of Contractor.

3. Contract Price and Payment. Owner shall pay to Contractor for the performance of the Work the amount of \$ 13,064.15 in cash ("Contract Price"), subject to additions and deductions in accordance with paragraph 4.

Payment shall be made as follows:

\$ 1,306.41 due prior to commencement of Work

\$ 9,144.92 due upon [50% project completion]

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

\$ 2,612.82 due upon final completion of the Work and issuance of government approvals, if any are required.

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

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

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

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

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

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

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

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

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

11. Limited Warranty. Contractor guarantees the workmanship covered by the Work for twelve (12) years from the date of completion. Contractor warrants to Owner, its heirs and assigns, that all materials and equipment furnished by Contractor under this Agreement will be as required by the plans and specifications; provided, however, if materials and equipment specified therein are not reasonably available to Contractor, Contractor may substitute materials and equipment of comparable quality. Contractor extends to Owner only those express or implied warranties that have been extended to it by the manufacturers and suppliers of material and equipment used in the Work and only for the time period stated in this paragraph. Contractor warrants and guarantees that title to all Work and materials furnished by it under the Agreement will pass to the Owner upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances.

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

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

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

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

OWNER:

CONTRACTOR: **Clarke Contractors, Inc.**

Signature

By

Tawanna Molter

Jason S. Clarke

Printed Name

Printed Name

President

DISCLAIMER OF WARRANTIES

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

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

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

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

DEVELOPMENT

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion to Authorize the Township Administrator to Execute an Agreement with the Chamber of Commerce for the Construction of a Mural on Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

The Colerain Chamber of Commerce desires to install a mural on the retaining wall on Colerain Avenue near the Northgate Mall. The Chamber initially reached out to ODOT who stated that they would require the Township to serve as the applicant for any mural projects on ODOT infrastructure.

In order to facilitate this request, the Township is requiring an agreement with the Chamber that would require the Chamber to fully cover all costs associated with the project, including ongoing maintenance and future removal of the mural.

The Chamber is working directly with a mural artist and, as of the release of this agenda, a final design has not been shared with the Township. Any design would have to be approved by ODOT. It is not recommended that the design be approved by the Township, since the Chamber is fully funding the project.

**Joint Agreement between Colerain Township and the Colerain Chamber of
Commerce for Installation of a Mural in ODOT Right-Of-Way along Colerain
Avenue**

This JOINT AGREEMENT is entered into on this _____ day of _____, 2024, by and between the Colerain Township Board of Trustees, hereinafter referred to as the “Township”, and the Colerain Chamber of Commerce, hereinafter referred to as the “Chamber”.

WHEREAS, the Chamber desires to partner with the Township for the installation of a mural on the Western side Colerain Avenue from Mall Drive to Springdale Road, herein referred to as the “Project”; and

WHEREAS, pursuant to this agreement, the Township will secure all necessary right-of-way permits from the Ohio Department of Transportation (ODOT) for the Project; and

WHEREAS, all costs for this Project including, but not limited to the design, permits, installation, maintenance, repair, and/or removal of the mural, will be borne exclusively by the Chamber with the Township not paying or being responsible for any costs; and

WHEREAS, the selection and design of the mural will be done by the Chamber, subject to approval by ODOT; and

WHEREAS, the final installation of the mural shall be overseen by the Chamber; and

WHEREAS, future ongoing maintenance costs for the general repair and upkeep of the mural including, but not limited to graffiti removal and/or defacement and future upgrades that may be required due to changes in the applicable Ohio Manual of Uniform Traffic Control devices, shall be exclusively borne by the Chamber with the Township not paying or being responsible for any maintenance costs; and

WHEREAS, the Chamber and Township mutually agree that if the Township determines that the mural is no longer needed, falls into a state of disrepair/neglect, or represents a danger to the public as determined by a majority vote of the Township trustees that the Chamber will totally cover the mural with a solid coat of paint that is acceptable to the Township at the Chamber’s sole costs.

NOW THEREFORE BE IT RESOLVED

1. All of the above “Whereas” paragraphs hereinabove are incorporated herein by reference as if fully set out hereinafter at length and, are a part of this Agreement.
2. That the Township will submit all necessary paperwork to ODOT for the installation of a mural on the West side of Colerain Avenue from Mall Drive to Springdale Road; and

3. The Chamber will be fully and exclusively responsible for all costs associated with this Project including but not limited to the design, permits, installation, maintenance, repair, or removal of the mural; and
4. The Chamber will coordinate with ODOT to ensure that the installation of the mural is done consistent with ODOT requirements and will be exclusively responsible for all the costs associated with complying with ODOT requirements; and
5. The Chamber will ensure that all work will be completed within the existing Right-Of-Way and shall not encroach on any adjacent business without proper prior written consent (if necessary); and
6. Both the Township and Chamber agree that the Project shall not move forward until all permits have been secured and all plans have been approved by ODOT; and
7. The Chamber agrees that all future ongoing maintenance costs for the general repair and upkeep of the mural including, but not limited to graffiti removal and/or defacement and future upgrades that may be required due to changes in the applicable Ohio Manual of Uniform Traffic Control devices, shall be exclusively borne by the Chamber with the Township not paying or being responsible for any maintenance costs; and
8. The Chamber and Township mutually agree that if the Township determines that the mural is no longer needed, falls into a state of disrepair/neglect, or represents a danger to the public as determined by a majority vote of the Township trustees that the Chamber will totally cover the mural with a solid coat of paint that is acceptable to the Township at the Chamber's sole costs, **unless** the Township covers the mural itself using its own resources. In which case the Township shall bill the Chamber for all materials used for the work completed (without labor), which the Chamber shall reimburse within thirty (30) days of such removal; and
9. This agreement shall terminate if the Project has not commenced within one (1) year of the execution of this agreement.

This Joint Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the below representatives signing on behalf of the Township and Chamber each aver to have the proper authority to bind both entities with respect to this Joint Agreement.

FOR THE TOWNSHIP:

By: _____

Title

FOR THE CHAMBER:

By:

Title

Approved as to Form:

By: _____

Title

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Authorizing the Adoption of Amended Appropriations
Recommend ADOPTION of the Resolution.

Rationale:

As we enter the fourth quarter of the year, it is necessary to align the 2024 Strategic Plan and Budget with anticipated expenses for the rest of the year. Adoption of this resolution would increase appropriations in four funds:

2081 (Police) - \$1,327,000

- \$615,000 increase in salaries, primarily due to overtime to cover for training and staffing shortages.
- \$19,000 increase in expenses for the impound lot, due to the number of tows exceeding what was forecast.
- \$125,000 increase to replace the computers that officers use in their cruisers. This was planned to be a 2025 expense, but the department has the opportunity to realize significant savings by moving that expense to 2024.
- \$568,000 to pay off the leases on cruisers, resulting in a savings on interest expense in the out years.

2261 (Law Enforcement Trust) - \$19,000

- The copier needs to be replaced.

2905 (TIF- Northridge) - \$153

- The project is to the point where it can begin to reimburse the developer for infrastructure improvements, consistent with the development agreement for the project.

6001 (Self-insurance) - \$264,230

- Year to date claims have exceeded what was forecast. This increase should be sufficient to cover expenses for the rest of the year.

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 24

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
AND THE 2024 STRATEGIC PLAN AND BUDGET**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2024, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2024 APPROPRIATIONS
1000	General Fund	\$8,610,100
2011	Motor Vehicle License Tax	\$564,400
2021	Gasoline Tax	\$476,799
2031	Road and Bridge	\$1,964,537
2081	Police District	\$13,292,300
2111	Fire District	\$17,649,523
2181	Zoning	\$550,765
2231	Permissive Motor Vehicle License Tax	\$1,048,360
2261	Law Enforcement Trust	\$109,000
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$368,714
2281	Ambulance And Emergency Medical Services	\$1,508,042
2401	Special Assessment - Lighting Districts	\$167,360
2402	CDBG Sidewalk Maintenance Fund	\$30,000
2901	TIF - Kroger	\$604,000
2902	Recycling Incentive	\$122,790
2903	TIF - Colerain Towne Center	\$1,550,000
2904	TIF - Duke	\$149,000
2905	TIF- Northridge	\$2,153
2906	Sidewalk Waiver	\$30,000
2907	TIF- Dunlap Grove	\$76,000
2908	CDBG Com Dev Block Grant	\$92,504
2910	TIF- Zillig	\$1,000
2911	Parks & Services	\$1,540,992
2912	Community Center	\$316,735

2913	TIF- Abbeytown	\$99,500
2914	TIF- Hunter's Ridge	\$63,500
2915	TIF- Lake Gloria	\$32,250
2916	TIF- Crosley Meadows	\$105,000
2917	TIF- Copper Creek	\$26,250
2918	TIF- Pottinger	--
3101	Bond Retirement	\$1,181,425
4101	Capital Project- Fire Fund	\$1,202,140
6001	Self-Insurance Fund	\$2,403,080

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 October 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 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 October 2024. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Motion Authorizing the Administrator to Enter into a Service Agreement with ZixCorp Systems, Inc.
Recommend ADOPTION of the Motion.

Rationale:

At the September 24, 2024 meeting, the Board of Trustees approved a Service Agreement with Zix to provide Microsoft Office licenses through October 2025. Unfortunately, Zix misquoted the number of Business Basic and Backup Bundle licenses. This Service Agreement corrects the error.

Zix has agreed to continue to honor the prior Service Agreement, in spite of its expiration, so there has been no disruption to Township operations.

The total for the new Service Agreement is \$33,426.37, which is an increase of \$108.37 over the prior agreement.

Phone:

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

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

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

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

☒ Issue Invoice

☐ Initiate Credit Card Payment

Purchase Order No.:
[\(If P.O. No. provided, please attach copy of P.O.\)](#)

Date: September 23, 2024
Expires On: October 17, 2024
Payment Terms: Net 30
Email Domains: colerain.org

Acct Exec.: Jason Haydel
Order Type: Renewal with Cross-sell

October 18, 2024 - October 17, 2025

Product	Qty / No. of Users	Term (mos.)	Extended Price
Microsoft 365 Business Standard, Annual	127	12	\$18,511.90
NCE			
Microsoft 365 Business Basic, Annual	188	12	\$13,153.65
NCE			
Microsoft 365 Backup Bundle, Annual	30	12	\$1,049.49
Visio Online Plan 2, Annual	1	12	\$174.92
Office 365 E3, Annual	2	12	\$536.41
Year 1 Total:			\$33,426.37

Total: \$33,426.37

Do not pay, this is not an invoice

1 Payment Schedule:

First Year Total	\$33,426.37
Grand Total	\$33,426.37

2 Special Terms:

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'. For clarity, the term of this agreement is 10/18/2024 through 10/17/2025.

3 Invoicing & Payment:

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

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

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

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

A. ☐ Invoice sales tax to Customer.

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

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

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

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Levies and Certifying them to the County Auditor

Recommend ADOPTION of the Resolution.

Rationale:

In July, the Board adopted the 2025 Tax Budget, which has been reviewed and approved by the County Budget Commission. The last step in the tax budget process is for the Board to accept the amounts and rates as determined by the Commission.

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

Board of Township Trustees

Rev. Code, Secs. 5705.34

The Board of Trustees of Colerain Township, Hamilton County, Ohio,
met in Regular session on the 22nd day of October, 2024,
at the office of 4200 Springdale Road
with the following members present: _____

Trustee	<u>Cathy Ulrich</u>
Trustee	<u>Dan Ungel</u>
Trustee	<u>Matt Hamelt</u>

Trustee _____ moved the adoption of the following Resolution:

WHERE AS, This Board of Trustees of Colerain Township in accordance with
the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year
commencing January 1st, 2025; and

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action
thereon to this Board together with an estimate by the County Auditor of the rate of each tax
necessary to be levied by this Board and what part thereof is without, and what part within the
ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of Colerain Township,
Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

-Acceptance of Rates

and be it further

RESOLVED, That the Fiscal Officer of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

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

Trustee _____ , _____

Trustee _____ , _____

Trustee _____ , _____

Adopted the _____ day of _____ , 20_____

Attest:

Fiscal Officer of the Board of Township Trustees of

Township
Hamilton County, Ohio

-Acceptance of Rates

SCHEDULE A
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

	Amount Approved by Budget Com- mission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	865,634	0	0	865,634	0.00	0.49	0.49
BOND	0	0	0	0	0.00	0.00	0.00
ROAD & BRIDGE	1,572,274	0	0	1,572,274	0.00	0.89	0.89
FIRE	0	14,478,639	0	14,478,639	15.23	0.00	15.23
POLICE	0	6,749,524	0	6,749,524	6.60	0.00	6.60
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	2,437,908	21,228,163	0	23,666,071	21.83	1.38	23.21

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

CURRENT EXPENSE LEVIES		PERIOD OF TIME	Mills	Fiscal Year
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	TOTAL	0	0.00	0
ROAD & BRIDGE				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Proposed	0	0.00	0
	TOTAL	0	0.00	0
FIRE				
Authorized on:	November 8, 1998	Continuing	6.96	4,991,821
	November 2, 2010	Continuing	5.27	5,997,480
	November 3, 2020	Continuing	3.00	3,489,337
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	0	0	0.00	0
	TOTAL		15.23	14,478,639
POLICE				
Authorized on:	November 5, 1991	Continuing	2.50	2,098,472
	November 5, 2002	Continuing	1.00	1,123,122
	November 6, 2007	Continuing	1.15	1,308,748
	May 6, 2014	Continuing	1.95	2,219,182
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	January 0, 1900	0	0.00	0
	TOTAL		6.60	6,749,524
X5				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Enter Date of Election	0	0.00	0
	TOTAL		0.00	0
COLERAIN TOWNSHIP				

September 17, 2024

September 17, 2024

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution to Modify Organizational Chart and Job Descriptions

Recommend ADOPTION of the Resolution.

Rationale:

As vacancies occur in our departments, staff will reassess the position to see if realignment is necessary and if realignment can create a more effective and efficient operation. After reviewing a vacancy in the Management Analyst position, staff is recommending a reorganization in the Administration Department that will result in:

- Reclassification of the Finance Specialist into the role of a Finance Manager Position that will oversee day-to-day finance staff; and
- Creation of a new role known as an Administrative Clerk that will be responsible for day-to-day payroll activities and serve as a backup on key office functions; and
- Elimination of the Management Analyst role; and
- Replacement of Part Time Management Analyst role with Part Time Receptionist role

Overall, this change in structure will not result in any additional positions for the organization. It will allow the organization to continue to make necessary changes to enhance the separation of duties in the finance office and allow for better succession planning in the department, increasing the overall resiliency of the financial functions of the township.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION MODIFYING ORGANIZATIONAL CHART AND JOB DESCRIPTIONS

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

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process
Policy, requires that the organizational chart and roster be formally adopted by the Board of
Trustees; and;

WHEREAS, Colerain Township has determined that it is in the best interest of the
operation of the organization to make the following changes to the organizational chart:

- Change from Finance Specialist to Finance Manager;
- Change from Management Analyst to Accounting Clerk;

WHEREAS, the Township Administrator shall bring forward all new hires to the Board
of Trustees as an agenda item, after a formal job offer is made; and;

WHEREAS, attached to this resolution is a copy of the newly established job
descriptions for positions in Colerain Township and each job description should mirror a position
on the Roster; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job
descriptions shall be brought to the Board of Trustees for formal approval, prior to
implementation.

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

1. The Township Organizational Chart, Roster, and Job Descriptions be formally adopted by the
Board of Trustees; and

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

3. That 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.

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 October, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeffrey Baker
Colerain Township Fiscal Officer



POSITION TITLE Receptionist (PT)	STATUS Part Time – Non Exempt
REPORTS TO Assistant Township Administrator – Operations/Engagement	Salary Range: \$16-\$22 per hour
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED
NUMBER OF POSITIONS: 2	JOB ID: #172

PURPOSE:

The position of Receptionist is responsible for serving as the first line of communication between residents and the Township on non-public safety related items.

SCOPE:

The employee in this position serves as the first contact and first impression of Colerain Township's services to the community. This position requires excellent customer service skills and the ability to perform various tasks simultaneously. This position is part-time and is scheduled in concert with another part-time receptionist.

ESSENTIAL ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Answers telephones and routes calls to appropriate departments in a courteous and professional manner; provide routine information to customers and the general public.
- Greets incoming visitors to the administration building at the front window.
- Assists visitors in a professional and courteous manner to provide them with appropriate information or referral to the appropriate department based on the request while maintaining security as it relates to allowing individuals into the back office space.
- Maintains the general office filing system and distributes office mail.
- Assists with permit intake.
- Assists with outbound mailings.
- Works cooperatively with co-workers to support other administrative activities as determined by the Township.
- Familiarity with how the Township operates, having knowledge of each department's functions, and being able to answer customer questions about the electric and gas aggregate programs. Shall keep abreast of Township issues and events.
- Assists with the input of complaints into the CSR system.
- Liaison with Code Enforcement Officer to gain knowledge of any "problem" areas that have arisen.
- Process payments/revenue for the Township such as permit fees and other revenue.
- Schedule meetings and update the Township electronic calendars.
- Provide clerical support to staff.
- Maintain the trust of superiors, peers (both internal and external) and abide by the established ethics of the profession.

CRITICAL SKILLS / EXPERTISE:

- Ability to report for duty dependably and punctually.
- Ability to deal effectively with the public.
- Ability to effectively work with and serve a diverse local community.
- Ability to learn and navigate multiple forms of software, most importantly Microsoft Office.
- Must have a keen sense of attention to detail and commitment to accuracy.



POSITION TITLE Receptionist (PT)	STATUS Part Time – Non Exempt
REPORTS TO Assistant Township Administrator – Operations/Engagement	Salary Range: \$16-\$22 per hour
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED
NUMBER OF POSITIONS: 2	JOB ID: #172

- Commitment to customer service.
- Strong communication skills, both written and oral.
- Ability to establish and maintain harmonious working relationships with employees.
- Must be a person of high integrity, energy and enthusiasm who can work independently, and as part of a team; consistently exercises good professional judgment.
- Must be an agile, adaptable and flexible individual who is able to quickly and effectively change direction in an environment characterized by ambiguity and continual change.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENTS:**

- High school education plus at least 2 years of general office experience which must include working collaboratively with the public and co-workers.
- Must have a working knowledge of Microsoft Office – Word, Outlook, Excel, PowerPoint and other software programs.
- Valid State of Ohio driver’s license.
- Prior experience working in a local government is preferred.

**PHYSICAL & MENTAL
REQUIREMENTS:**

- While performing the duties of this job, the employee is frequently required to sit, talk, and hear, use hands and fingers to handle or feel objects, tools, or controls, and to reach with hands and arms.
- The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- Must be able to kneel, bend at the waist, and work in a standing position for long periods.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management’s right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

Created October 10, 2024



POSITION TITLE Finance Manager	STATUS Full Time – Exempt
REPORTS TO Assistant Township Administrator – Finance/Development	Salary Range: \$75,000-\$95,000
SUPERVISES Account Specialists and Administrative Clerk	Minimum Education: Bachelor's Degree
NUMBER OF POSITIONS: 1	JOB ID: #104

PURPOSE:

The Finance Manager is responsible for the daily operations of the Township finance office and its employees. The Finance Manager must have the ability to plan, organize, direct, and coordinate activities to ensure the goals and objectives of the office are achieved.

SCOPE:

Under the direction of the Assistant Administrator of Finance and Development, the Finance Manager will manage the Township's financial activities including payroll, accounts receivable, accounts payable, budget monitoring, procurement, treasury management, and debt management.

ESSENTIAL ROLES & RESPONSIBILITIES:

This role includes, but is not limited to the following:

- Assist the Fiscal Officer in managing all facets of the township accounting and financial management system consistent with township policy, the Ohio Revised Code, and guidance issued by the Auditor of State.
- Manage the workload and responsibilities of the staff of the office.
- Managing payroll and payroll-related reporting, including withholdings such as pensions, taxes, and health care.
- Managing the accounts receivable and accounts payable processes.
- Reconciling accounting records to the bank activity each month.
- Monitor budget to actual revenues and expenses monthly.
- Provide guidance and oversight for procurement, including the management of purchase orders, super blanket certificates, and the purchasing card program.
- In collaboration with the Township's advisor, invest idle cash in eligible financial products that preserves capital while generating a return.
- Managing cash flow.
- Manage the Township's debt portfolio, including making debt service payments, providing annual disclosure on the Township and its existing debt, and reporting and paying on any arbitrage earned.
- Lead the year-end closing process and collaborate in the preparation of annual financial statements.
- Serve as a vigilant watchdog for potential fraud and maintain and improve internal controls.
- Assist in the preparation of the annual township tax budget, temporary and permanent appropriation resolutions, and capital improvement plans; plan and coordinate appropriation adjustments as needed.
- Monitor lighting district assessments and utility payments.

CRITICAL SKILLS / EXPERTISE:

- Ability to coach, motivate, and lead small teams to achieve objectives and meet deadlines.
- Strong written and oral communication skills, including the ability to communicate the results from technical analysis in a manner that is easily digestible by the general public.
- Ability to model, analyze, interpret, and present financial information.
- Ability to manage multiple projects simultaneously.
- Ability to establish and maintain harmonious working relationships with department heads, subordinates, and elected officials.



POSITION TITLE Finance Manager	STATUS Full Time – Exempt
REPORTS TO Assistant Township Administrator – Finance/Development	Salary Range: \$75,000-\$95,000
SUPERVISES Account Specialists and Administrative Clerk	Minimum Education: Bachelor's Degree
NUMBER OF POSITIONS: 1	JOB ID: #104

- Ability to plan, organize and direct the work of subordinate employees.
- Ability to conduct him/herself in accordance with the highest ethical standards, both on and off-duty.
- Ability to maintain confidentiality and carefully manage sensitive information.
- Ability to maintain the confidence and trust of peers, superiors, and the general public.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENTS:**

- Graduation from an accredited college or university with a bachelor's degree in business or public administration, accounting, finance, or a related field.
A minimum of five to seven years of experience in finance, public sector experience is preferred.

**PHYSICAL & MENTAL
REQUIREMENT:**

- The employee must be able to lift and/or move varying amounts of weight, depending upon the task. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a sitting/standing position for long periods.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

Approved October 22, 2024



POSITION TITLE Administrative Clerk	STATUS Full Time – Non Exempt
REPORTS TO Assistant Township Administrator – Finance/Development	Salary Range: \$40,000-\$60,000
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED
NUMBER OF POSITIONS: 1	JOB ID: #171

PURPOSE:

The Administrative Clerk will assist with processing payroll, accounts receivable, accounts payable, human resources, and the other ongoing work of the Administration. The Administrative Clerk will also assist with the management of the office, including customer service.

SCOPE:

The Administrative Clerk will play an integral role in the success of the Administration, providing critical support to multiple functions in the department.

ESSENTIAL ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Assist with processing payroll, including withholdings, and monthly, quarterly, and year end reporting.
- Assist with the accounts receivable and accounts payable functions, as well as the regular work of the finance function.
- Assist with the management of the office, including coordinating public records requests and providing excellent customer service.
- Assist with the human resources function.
- Other duties as assigned.

CRITICAL SKILLS / EXPERTISE:

- Ability to learn and navigate multiple forms of software, most importantly Microsoft Office.
- Must have a keen sense of attention to detail and commitment to accuracy.
- Commitment to customer service.
- Strong communication skills, both written and oral.
- Ability to structure, prioritize, and manage multiple projects.
- Ability to establish and maintain harmonious working relationships with employees.
- Must be a person of high integrity, energy and enthusiasm who can work independently, and as part of a team; consistently exercises good professional judgment.
- Must be an agile, adaptable and flexible individual who is able to quickly and effectively change direction in an environment characterized by ambiguity and continual change.

EDUCATION, LICENSING & CERTIFICATION REQUIREMENTS:

- High school diploma or GED required. Graduate of accredited four-year college or university with a degree in accounting, finance, human resources, business or public administration, or a closely related field preferred.

PHYSICAL & MENTAL REQUIREMENTS:

- While performing the duties of this job, the employee is frequently required to sit, talk, and hear, use hands and fingers to handle or feel objects, tools, or controls, and to reach with hands and arms.
- The employee must be able to lift and/or move varying amounts of weight,



POSITION TITLE Administrative Clerk	STATUS Full Time – Non Exempt
REPORTS TO Assistant Township Administrator – Finance/Development	Salary Range: \$40,000-\$60,000
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED
NUMBER OF POSITIONS: 1	JOB ID: #171

depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

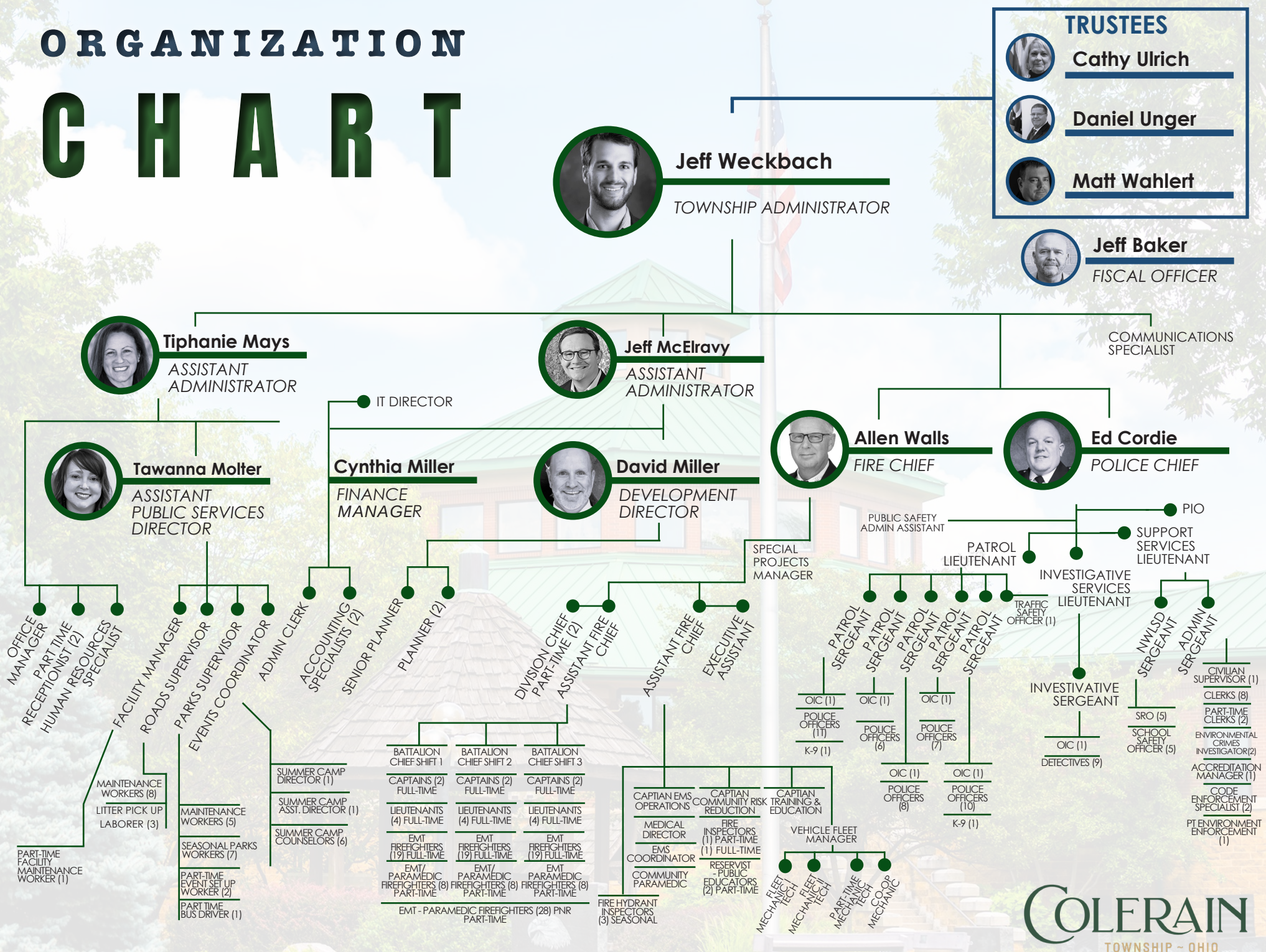
EMPLOYEE ACKNOWLEDGEMENT: I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management’s right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

Created October 10, 2024

ORGANIZATION CHART



ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Motion to Appoint Trustee Unger as the representative to the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments and Assistant Administrator Mays as the alternate.

Recommend ADOPTION of the Motion.

Rationale:

OKI provides critical funding for many of the Township's infrastructure projects. OKI is the Metropolitan Planning Organization that federal grants flow through. By having representation on this board, the Township is better positioned to be aware of grants and to be able to draft grant responses that will be more likely to be awarded.

Trustee Unger has been the representative on behalf of Colerain since January 2018. Ms. Mays has been the alternate since 2023.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Establishing a TIF District - Staverman

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$20M which could lead to new revenues of \$387,000 once fully constructed.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period. This means that the Township would like pay \$206,000 per year to the district, leaving a net new revenue to the Township for projects of \$181,000.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at 7:00 p.m., on the 22nd day of October 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Cathy Ulrich, Matthew Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP TO BE KNOWN AS THE STAVERMAN FARMS TIF AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development, infrastructure, traffic capacity, and related improvements; and

WHEREAS, the proposed Staverman Farms TIF will include parcels #510-0053-0404-00; #510-0053-0405-00; #510-0053-0406-00; #510-0051-0397-00; and #510-0051-0398-00 with the continuous boundary of 12.721 acres as delineated in the map of the proposed TIF and property as described in ***Exhibit A*** attached hereto (such parcels will hereinafter be referred to as the “Staverman Farms TIF Site”); and

WHEREAS, this Board has caused notice to be given to the Northwest Local School District Board of Education and Butler Technology and Career Development Schools (“Butler Tech”), of this Board’s intention to consider this Resolution for adoption and that this Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73 (B) of the Ohio Revised Code. The Board of Education of the Northwest Local School District has by resolution adopted on September 23, 2024, approved the tax increment financing and the exemption of the further improvements for 30 years up to 100% for the property described in ***Exhibit “A”*** attached hereto and waived its right to the forty-five (45) business days notice prior to the adoption of this Resolution pursuant to ORC 5709.73 (D).

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

1. That this Board hereby finds and declares that certain public improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, sidewalks, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit “A” attached to this Resolution (such parcels are hereinafter

collectively referred to as the “Staverman Farms TIF” site), but excluding any and all residential property located within Exhibit “A”, which parcels are located in an unincorporated area of the Township, and for the creation of jobs, increasing property values and the provision of adequate public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the Staverman Farms TIF site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2054 or (2) the date on which the specific public improvements as described in Section 1 above (the “Public Improvements”) that will benefit the Staverman Farms TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Staverman Farms TIF Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.
4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvement and/or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the fourth “Whereas” clause herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator, or the President of the Board as well as to make payments to Butler Tech at the same rate and under the same terms as received by the Northwest Local School District.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
7. This Resolution shall take effect at the earliest period allowed by law.
8. That this Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.
9. That this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

[Remainder of page intentionally left blank]

Mr. _____seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

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

ADOPTED this 22nd day of October, 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 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

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Hamilton County Auditor

Dated: _____

RECEIPT

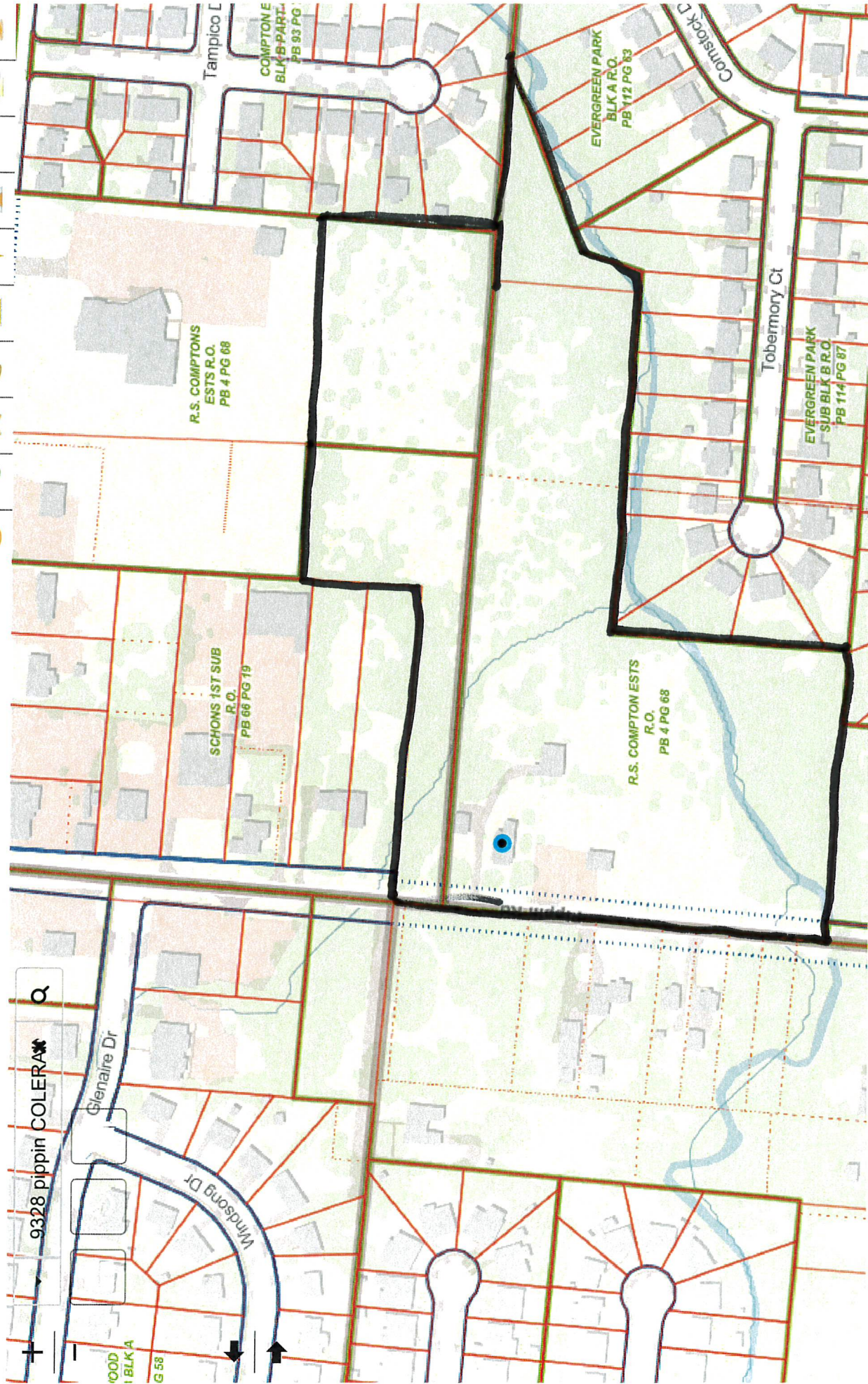
The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Amy Wells, Treasurer, Northwest Local School
District

Dated: _____

EXHIBIT A

**PARCELS #510-0053-0404-00; #510-0053-0405-00; AND #510-0053-0406-00;
#510-0051-0397-00; AND #510-0051-0398-00**



60m
200ft

1,381,952.181 458,795.751 Feet

EXHIBIT A

Parcel I: Situate in Section 3, Town 2, Entire Range 1, Miami Purchase, Colerain Township, Hamilton County, Ohio, being part of Lot 5 of R.S. Compton's Estate Subdivision, recorded in Plat Book 4, page 68, and more particularly described as follows:

Beginning at a concrete monument in the South line of Adams Road at the northeast corner of Lot 1 Schon's First Subdivision as recorded in Plat Book 66, page 19, Hamilton County, Ohio Plat Records; thence North 4 degrees East 30 feet to the center line of Adams Road for the place of beginning; thence South 85 degrees 00' East along the center line of Adams Road 175 feet to a point; thence South 4 degrees West 180 feet to an iron pipe; thence North 85 degrees West 175 feet to a point in the East line of Lot 1 of Schon's First Subdivision; thence North 4 degrees East 180 feet along the East line of Schon's Subdivision, to the center line of Adams Road and the place of beginning.

Auditor's Parcel #510-51-396. ⁵¹

Being part of the same premises described in Official Record 4151, page 1246, Hamilton County, Ohio Recorder's Office.

Parcel II: Situated in Section 3, Town 2, Entire Range 1, Colerain Township, and being part of Lot #7 R.S. Compton's Estate Subdivision as recorded in Plat Book 4, page 68, Recorder's Office, and more particularly described as follows:

Beginning at a point in the center line of Pippin Road, South 4 degrees 00' West 74.17 feet from the South line of Lot #9 Schon's First Subdivision recorded in Plat Book 66, page 19, extended West to the center line of Pippin Road; thence South 89 degrees 30' East 1275 feet, more or less, to the point of intersection with the North line of Lot 2 of Evergreen Park, Block "A" Subdivision recorded in Plat Book 112, pages 63 and 64 Recorder's Office; thence South 68 degrees West along the North line of said Lots 2, 3 4 and 5 of said Subdivision, 261.35 feet to the northwest corner of Block "A"; thence South 68 degrees West 33.32 feet along the North line of Lot 8 of Evergreen Park Subdivision, Block "B" recorded in Plat Book 114, pages 87 and 88, Recorder's Office; thence South 17 degrees 11' West along the northwest line of said Lot 8, 94.94 feet to the northeast corner of Lot 9 of said Subdivision; thence along the North line of said subdivision, North 86 degrees 43' 30" West 537.92 feet to the northwest corner of Lot 16 of said Subdivision; thence South 3 degrees 16' 30" West along the West line of said Subdivision 350.69 feet to the southwest corner of Lot 18 of said Subdivision; thence North 89 degrees 30' West 430.22 feet to a point in the center line of Pippin Road; thence North 1 degree 43' East 572.22 feet to the place of beginning.

Auditor's Parcel Nos. 510-53-404, 405, & 406. ^{51 51 50}

Being part of the same premises described in Official Record 41551, page 1246, Hamilton County, Ohio Recorder's Office.

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

Parcel III: Situate in Section 3, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio, and being part of Compton Estates Subdivision, Block "B" Part 2 recorded in Plat Book 91. Page 80, Recorder's Office and more particularly described as follows:

Beginning at a point in the center line of Pippin Road, South 4 degrees West 668.33 feet from the intersection of the center line of Pippin Road with the center line of Adams Road, said point also being at the intersection of the South line of Lot 9 Schon's First Subdivision as recorded in Plat Book 66, page 19, Recorder's Office, extended North 85 degrees West, 30 feet to the center line of Pippin Road; thence South 4 degrees West along the center line of Pippin Road, 74.17 feet to a point; thence South 89 degrees 30' East, 981.69 feet to the southwest corner of Lot 292 Compton Estates, Block "B" Part 4 as recorded in Plat Book 93, page 75, Recorder's Office; thence North 5 degrees 15' East along the West line of Lots 292, 293, 294 and 295, 254.57 feet to a point in the West line of lot 295; thence North 85 degrees West 531.85 feet to a point in the East line of Lot 7 Schon's First Subdivision s recorded in Plat Book 66, page 19, Recorder's Office; thence South 4 degrees West along the East line of Lots 7, 8 and 9 of Schon's First Subdivision, 182.33 feet, more or less to the southeast corner of Lot 9 of Schon's First Subdivision; thence North 85 degrees West 465.25 feet along the South line of Lot 9 of Schon's First Subdivision and said South line extended West to intersect with the center line of Pippin Road and the place of beginning.

Auditor's Parcel Nos. 510-51-397 & 398

Known as 9328 Pippin Road, Cincinnati, Ohio 45231

Being part of the premises described in Official Record 4151, page 1246, Hamilton County, Ohio Recorder's Office.

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

3/19/19 JL

CAGIS -

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution to Create a TIF Fund - Staverman

Recommend ADOPTION of the Resolution.

Rationale:

The state of Ohio requires the Township to request approval for the creation of any new funds. If the Trustees establish a new TIF District via separate resolution earlier in this agenda, then the Board would need to adopt this resolution in order to be able to receive and collect the TIF District funds and make associated payments.

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 October, 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-24

**RESOLUTION REQUESTING THE AUDITOR’S APPROVAL TO CREATE
TAX INCREMENT FINANCE FUND – STAVERMAN FARM**

WHEREAS, the Colerain Township Board of Trustees has established a Tax Increment Financing (TIF) District for a new development to take place at Staverman Farms; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of TIF dollars; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired TIF – Staverman Farms Fund is not a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new TIF – Staverman Farms Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Request for Fund Approval” to the Auditor of State.

2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a TIF – Staverman Farms Fund within Colerain Township’s budget and accounting.

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of October, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Establishing a TIF District - Colerain Road Wawa

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$2M which could lead to new revenues of \$54,000 once fully constructed.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period. This means that the Township would like pay \$26,000 per year to the district, leaving a net new revenue to the Township for projects of \$18,000.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at 7:00 p.m., on the 22nd day of October 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Cathy Ulrich, Matthew Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP TO BE KNOWN AS THE WAWA #1 TIF SITE AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development, infrastructure, traffic capacity, and related improvements; and

WHEREAS, the proposed WAWA #1 TIF will include parcels #510-0182-0014-00; #510-0182-0008-00; and #510-0182-0006-00 with the continuous boundary of 6.389 acres as delineated in the map of the proposed TIF and property as described in **Exhibit A** attached hereto (such parcels will hereinafter be referred to as the “WAWA #1 TIF Site”); and

WHEREAS, this Board has caused notice to be given to the Northwest Local School District Board of Education and Butler Technology and Career Development Schools (“Butler Tech”), of this Board’s intention to consider this Resolution for adoption and that this Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73 (B) of the Ohio Revised Code. The Board of Education of the Northwest Local School District has by resolution adopted on September 23, 2024, approved the tax increment financing and the exemption of the further improvements for 30 years up to 100% for the property described in **Exhibit “A”** attached hereto and waived its right to the forty-five (45) business days notice prior to the adoption of this Resolution pursuant to ORC 5709.73 (D).

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

1. That this Board hereby finds and declares that certain public improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, sidewalks, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit “A” attached to this Resolution (such parcels are hereinafter collectively referred to as the “WAWA #1 TIF” site), but excluding any and all

residential property located within Exhibit “A”, which parcels are located in an unincorporated area of the Township, and for the creation of jobs, increasing property values and the provision of adequate public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the WAWA #1 TIF site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2054 or (2) the date on which the specific public improvements as described in Section 1 above (the “Public Improvements”) that will benefit the WAWA #1 TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the WAWA #1 TIF Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.
4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvement and/or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the fourth “Whereas” clause herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator, or the President of the Board as well as to make payments to Butler Tech at the same rate and under the same terms as received by the Northwest Local School District.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
7. This Resolution shall take effect at the earliest period allowed by law.
8. That this Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.
9. That this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

[Remainder of page intentionally left blank]

Mr. _____seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

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

ADOPTED this 22nd day of October, 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 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

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Hamilton County Auditor

Dated: _____

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Amy Wells, Treasurer, Northwest Local School District

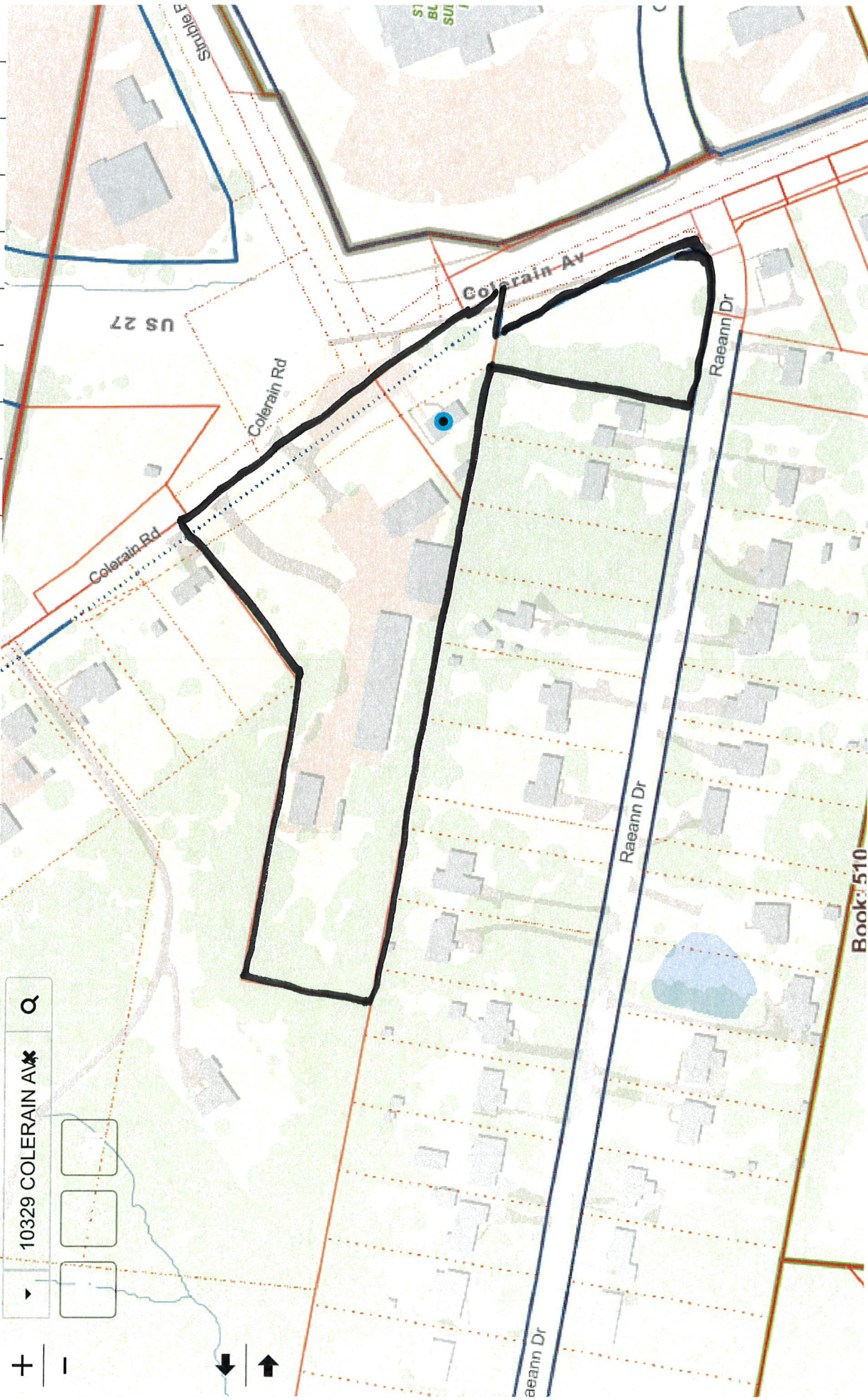
Dated: _____

EXHIBIT A

PARCELS #510-0182-0014-00; #510-0182-0008-00; AND #510-0182-0006-00



10329 COLERAIN AVE



1,373,240.130 467,097.609 Feet



JUNE 7, 2016

LEGAL DESCRIPTION
1.0416 ACRES

SITUATE IN SECTION 16, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF CENTERLINE OF COLERAIN AVENUE (U.S. 27) WITH THE NORTHERLY LINE OF BEVIS HEIRS SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 49 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY LINE OF SAID BEVIS HEIRS SUBDIVISION, ALONG THE CENTERLINE OF COLERAIN AVENUE (U.S. 27), NORTH 25°58'22" WEST, 488.28 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF COLERAIN AVENUE (U.S. 27), SOUTH 64°01'38" WEST, 50.00 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 182.73 FEET, A DISTANCE OF 19.35 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 67°03'36" WEST, 19.34 FEET TO A SET 5/8" IRON PIN AND CAP (#7862) IN THE NORTHERLY RIGHT OF WAY OF RAEANN DRIVE AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE ALONG THE NORTHERLY LINE OF RAEANN DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 182.73 FEET, A DISTANCE OF 82.60 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 83°02'36" WEST, 81.90 FEET TO A POINT; THENCE NORTH 84°00'22" WEST, 137.00 FEET TO AN EXISTING 1 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF PROPERTY AS CONVEYED TO JAMES A. MATSON TRUSTEE IN OFFICIAL RECORD 10889, PAGE 622 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF RAEANN DRIVE, ALONG THE EASTERLY LINE OF SAID MATSON TRACT, NORTH 05°59'38" EAST, 303.35 FEET TO THE NORTHEAST CORNER OF SAID MATSON TRACT, SAID POINT BEING IN THE SOUTHERLY LINE OF THE PROPERTY AS CONVEYED TO KLEI FAMILY PROPERTIES, LLC IN OFFICIAL RECORD 11958, PAGE 2620 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING WITNESSED BY AN EXISTING 1 1/2" IRON PIPE, WHICH IS 0.60 FEET SOUTH; THENCE LEAVING THE EASTERLY LINE OF SAID MATSON TRACT, ALONG THE

*510-182-14
Correct
PLAT

Colerain Professional Center • Suite 120 • 3377 Compton Road • Cincinnati, Ohio 45251
Phone: (513) 385-5757 • Fax: (513) 245-5161
www.abercrombie-associates.com

Correct Plat 510-182-14 = 1.0416 Ac. WS Colerain Ave.
to Read
51-

SOUTHERLY LINE OF SAID KLEI TRACT, SOUTH 83°53'52" EAST, 46.43 FEET TO A SET 5/8" IRON PIN AND CAP (#7862) IN THE WESTERLY RIGHT OF WAY OF COLERAIN AVENUE (U.S. 27); THENCE LEAVING THE SOUTHERLY LINE OF SAID KLEI TRACT, ALONG THE WESTERLY RIGHT OF WAY OF COLERAIN AVENUE, (U.S. 27), THE FOLLOWING FIVE COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 2,827.80 FEET, A DISTANCE OF 171.04 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 31°43'04" EAST, 171.03 FEET TO A SET 5/8" IRON PIN AND CAP (#7862); THENCE SOUTH 12°09'37" EAST, 25.52 FEET TO A SET 5/8" IRON PIN AND CAP (#7862); THENCE SOUTH 25°56'16" EAST, 117.01 FEET TO A SET 5/8" IRON PIN AND CAP (#7862); THENCE SOUTH 00°43'26" WEST, 11.80 FEET TO A SET 5/8" IRON PIN AND CAP (#7862) AND SOUTH 25°48'53" WEST, 15.20 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 1.0416 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO COLERAIN TOWNE CENTRE AS RECORDED IN PLAT BOOK 293, PAGES 60 & 61 OF THE HAMILTON COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE SAME PREMISES AS DESCRIBED IN OFFICIAL RECORD 8216, PAGE 636 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 06/03/16, MADE BY STEPHEN L. CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862.

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 9/13/16 AC

CAGIS - 9-14-16 RT

FILE:16-0055.LD1-1.0416AC

3

RECORDED
INDEXED
SERIAL
DATE
FILED

DEED NUMBER 284217
TAX MAP 3-6120
CAGIS 11958 02620
F C 9 3 463

Wayne Coates
Hamilton County Recorder's Office
Doc #: 12-0028378 Type: DE
Filed: 03/06/12 02:34:19 PM \$36.00
Off. Rec.: 11958 02620 F C 9 3 463

1195802620Fb

Auditor Parcel ID. No. 510-0182-0008-00

GENERAL WARRANTY DEED

Ronald E. Klei, an unmarried man, and Brian S. Klei, married man whose spouse is Melissa M. Klei (collectively, the "Grantors"), for valuable consideration, hereby grant, with general warranty covenants, to Klei Family Properties, LLC, an Ohio limited liability company, whose tax mailing address is 10329 Colerain Avenue, Cincinnati, Ohio 45251 ("Grantee"), the following describe real property

Situated in the County of Hamilton, State of Ohio, and in the Township of Colerain:

All that lot of land situate in the northeast quarter of Section 16, Town 2, Entire Range 1, Miami Purchase, Colerain Township, Hamilton County, Ohio and described as follows:

Beginning at a point in the center line of Colerain Pike south 40° 45' east 725.00 feet from the intersection of said center line with the north line of said Section 16; thence south 49° 15' west 228.93 feet; thence south 84° 15' east 316.84 feet to a point in the center line of Colerain Pike; thence north 35° west along the center line 108.42 feet; thence north 40° 45' west along said center line 122.00 feet to the place of beginning.

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Containing 0.619 acres of land.

Tax Map - 3-6120

Subject tot all legal highways.

CAGIS -

Subject to an easement to The Cincinnati Gas & Electric Company set forth in Deed Book 3189 page 412 of the Hamilton County, Ohio Deed Records.

Subject to all restrictions and conditions of record.

Prior Deed Reference: Bring the same land conveyed to Grantors herein by Gerald F. Klei and Mary Ann Klei, husband and wife, by Deed recorded at Deed Book 5454 Page 1270 of the Hamilton County, Ohio Deed Records.

11958 2620

Parcel I.

Situated in Section 16, Town 2, Entire Range 1, Colerain Township, Hamilton County Ohio, and more particularly described as follows:

Beginning at a point in the center line of Colerain Pike, lying 375 feet (measured along said center line) southeastwardly from the north line of said section line; thence continuing southeastwardly along said center line of said Pike South 40° 45' East, 100 feet to a stone; thence South 49° 15' West 200 feet to a stone; thence North 84° 15' West 137/86 feet to a stone; thence North 49° 15' East, 294.90 feet to a point in the center line of Colerain Pike and the place of beginning.

The above described premises are subject to an easement to the Stat of Ohio for highway purposes.

PARCEL 510-182-006

Parcel II.

Situated in the Northeast Quarter of Section 16, Town 2, Entire Range 1, Colerain Township, Hamilton County Ohio, and described as follows:

Beginning at a point in the center line of Colerain Pike South 40° 45' East 475 feet from the intersection of the center line of Colerain Pike and the North line of Section 16; thence South 49° 15' West 200 feet to a point; thence North 84° 15' West 583.26 feet; thence South 5° 45' West 193.11 feet to a point; thence South 84° 15' East 537.90 feet; thence North 49° 15' East 371.29 feet to a point in the center line of Colerain Pike; thence North 40° 25' West 100 feet to the place of beginning containing 3.150 acres of land.

The above described premises are subject to an easement to the Stat of Ohio for highway purposes.

PARCEL 510-182-007

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

4
10064 200

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution to Create a TIF Fund - Wawa Colerain Road

Recommend ADOPTION of the Resolution.

Rationale:

The state of Ohio requires the Township to request approval for the creation of any new funds. If the Trustees establish a new TIF District via separate resolution earlier in this agenda, then the Board would need to adopt this resolution in order to be able to receive and collect the TIF District funds and make associated payments.

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 October, 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-24

**RESOLUTION REQUESTING THE AUDITOR’S APPROVAL TO CREATE
TAX INCREMENT FINANCE FUND – COLERAIN ROAD WAWA**

WHEREAS, the Colerain Township Board of Trustees has established a Tax Increment Financing (TIF) District for a new development to take place that will result in the construction of a Wawa on Colerain Road; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of TIF dollars; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired TIF – Colerain Road Wawa Fund is not a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new TIF – Colerain Road Wawa Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Request for Fund Approval” to the Auditor of State.
2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a TIF – Colerain Road Wawa Fund within Colerain Township’s budget and accounting.

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of October, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Establishing a TIF District - Wyler Kia

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$3M which could lead to new revenues of \$80,000 once fully constructed.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period. This means that the Township would like pay \$40,000 per year to the district, leaving a net new revenue to the Township for projects of \$40,000.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at 7:00 p.m., on the 22nd day of October 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Cathy Ulrich, Matthew Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP TO BE KNOWN AS THE WYLER TIF SITE AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development, infrastructure, traffic capacity, and related improvements; and

WHEREAS, the proposed Wyler TIF will include parcel #510-0104-0248-00 with the continuous boundary of 4.235 acres as delineated in the map of the proposed TIF and property as described in *Exhibit A* attached hereto (such parcels will hereinafter be referred to as the “Wyler TIF Site”); and

WHEREAS, this Board has caused notice to be given to the Northwest Local School District Board of Education and Butler Technology and Career Development Schools (“Butler Tech”), of this Board’s intention to consider this Resolution for adoption and that this Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73 (B) of the Ohio Revised Code. The Board of Education of the Northwest Local School District has by resolution adopted on September 23, 2024, approved the tax increment financing and the exemption of the further improvements for 30 years up to 100% for the property described in *Exhibit “A”* attached hereto and waived its right to the forty-five (45) business days notice prior to the adoption of this Resolution pursuant to ORC 5709.73 (D).

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

1. That this Board hereby finds and declares that certain public improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, sidewalks, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit “A” attached to this Resolution (such parcels are hereinafter collectively referred to as the “Wyler TIF” site), but excluding any and all

residential property located within Exhibit “A”, which parcels are located in an unincorporated area of the Township, and for the creation of jobs, increasing property values and the provision of adequate public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the Wyler TIF site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2054 or (2) the date on which the specific public improvements as described in Section 1 above (the “Public Improvements”) that will benefit the Wyler TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Wyler TIF Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.
4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvement and/or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the fourth “Whereas” clause herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator, or the President of the Board as well as to make payments to Butler Tech at the same rate and under the same terms as received by the Northwest Local School District.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
7. This Resolution shall take effect at the earliest period allowed by law.
8. That this Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.
9. That this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

[Remainder of page intentionally left blank]

Mr. _____seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

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

ADOPTED this 22nd day of October, 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 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

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Hamilton County Auditor

Dated: _____

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Amy Wells, Treasurer, Northwest Local School
District

Dated: _____

PARCEL 510-0104-0248-00 EXHIBIT A

Parcel #510-0104-0248-00



DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 8/11/22 *Q*

CAGIS - _____

DESCRIPTION FOR:

4.2352 Acres
DWSB, LLC

LOCATION:

Round Top Road & Colerain Ave
(Southwest Corner)

Situate in Section 9, Township 2, Entire Range 1, Symmes Purchase, Colerain Township, Hamilton County, Ohio, also being the lands conveyed to Colerain Bowl 9189, LLC in Official Record 14708, Page 2062, and being more particularly described as follows:

BEGINNING at a point in the east line of Frey Brothers Subdivision Block B recorded in Plat Book 74, Page 63, said point witnessed by an existing 5/8" iron pin with cap (Abercrombie) lying 0.1 feet South and 0.1 feet West, and said point lying North 05°15'33" East, 112.24 feet from an existing 1/4" iron pin at the southeast corner of Lot 29 of said subdivision;

Thence with east lines of said subdivision North 05°15'33" East, 303.45 feet to an existing 5/8" iron pin with cap (TGA) and North 13°33'26" West, 195.10 feet to a point in the north line of said subdivision, said point witnessed by an existing 5/8" iron pin with cap (TGA) lying 0.1 feet north;

Thence with said north line South 56°47'19" West, 6.50 feet to a point witnessed by a 1/2" iron pin bent southwest lying 0.2 feet south and South 57°20'19" West, 268.67 feet to an existing MSP iron pin in the southeast Right of Way line of Round Top Road (50 feet Right of Way) recorded in Survey Record Book 32, Page 160;

Thence with lines of said southeast Right of Way the following three (3) courses and distances:

1. North 04°40'19" East, 216.36 feet to an existing MSP iron pin;
2. Along arc deflecting to the right, having a radius of 75.01 feet, a central angle of 60°10'00", a length of 78.76 feet, the chord of said arc bears North 34°45'19" East, 75.19 feet to an existing MSP iron pin;
3. North 64°50'19" East, 131.07 feet to the northwest corner of the lands conveyed to Kilijian Realty Company, LLC in Official Record 13097, Page 2179, said corner witnessed by an existing 5/8" iron pin with cap (Abercrombie) lying 0.1 feet West;

Thence with lines of said Kilijian Realty Company lands the following three (3) courses and distances:

1. South 25°09'41" East, 148.68 feet to a point witnessed by an existing 5/8" iron pin with cap (Abercrombie) lying 0.1 feet West;

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspsdesign.com



2. North 73°06'19" East, 128.09 feet to an existing 5/8" iron pin;
3. North 56°47'19" East, 74.03 feet to an existing 5/8" iron pin with cap (TGA) in the west Right of Way line of Colerain Avenue also known as U.S. 27 (Right of Way Varies) recorded in Official Record 9002, Page 3054 and depicted on Right of Way plan HAM-27-19.698 (12.24) Ohio Department of Transportation Records;

Thence with lines of said west Right of Way South 14°58'04" East, 403.27 feet to an existing mag nail and South 15°02'01" East, 170.56 feet to an existing 5/8" iron pin with cap (TGA) at the northeast corner of the lands conveyed to Joseph Realty LLC in Official Record 13816, Page 1536;

Thence with the north line of said Joseph Realty lands South 78°39'36" West, passing an existing 5/8" iron pin at 12.2 feet, a total distance of 332.16 feet to the point of BEGINNING.

Containing 4.2352 acres of land.

Subject to all legal highways, easements, and restrictions of record.

All records being of the Hamilton County, Ohio Recorder's Office unless otherwise noted.

All set iron pins or MSP iron pins being 5/8" rebar, 30 inches in length, and capped "McGill Smith Punshon".

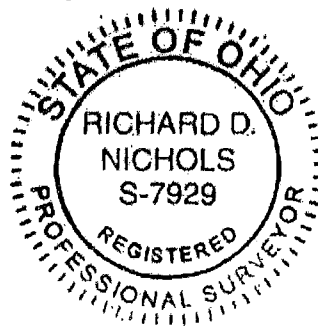
Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011), 2010.0 Epoch.

The above description is based on a field survey performed by McGill Smith Punshon, Inc. under the direct supervision of Richard D. Nichols, P.S., Ohio Registration Number 7929.

Date: July 27, 2022

MSP Project: 22452.00

22452003-LEG-00-4.2352acresCONSOLIDATION



Richard D. Nichols

7/29/22

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspsdesign.com



ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution to Create a TIF Fund - Wyler Kia
Recommend ADOPTION of the Resolution.

Rationale:

The state of Ohio requires the Township to request approval for the creation of any new funds. If the Trustees establish a new TIF District via separate resolution earlier in this agenda, then the Board would need to adopt this resolution in order to be able to receive and collect the TIF District funds and make associated payments.

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 October, 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-24

**RESOLUTION REQUESTING THE AUDITOR’S APPROVAL TO CREATE
TAX INCREMENT FINANCE FUND – WYLER KIA**

WHEREAS, the Colerain Township Board of Trustees has established a Tax Increment Financing (TIF) District for a new development to take place at the former Colerain Bowl which will become a Kia dealership; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of TIF dollars; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired TIF – Wyler Kia Fund is not a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new TIF – Wyler Kia Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Request for Fund Approval” to the Auditor of State.
2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a TIF – Wyler Kia Fund within Colerain Township’s budget and accounting.

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of October, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Establishing a TIF District - Wawa Blue Rock

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$2M which could lead to new revenues of \$54,000 once fully constructed.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period. This means that the Township would like pay \$26,000 per year to the district, leaving a net new revenue to the Township for projects of \$18,000.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at 7:00 p.m., on the 22nd day of October 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Cathy Ulrich, Matthew Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP TO BE KNOWN AS THE WAWA #2 TIF SITE AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development, infrastructure, traffic capacity, and related improvements; and

WHEREAS, the proposed WAWA #2 TIF will include parcels #510-0080-0104-00; #510-0080-0105-00; #510-0080-0107-00; #510-0080-0108-00; #510-0080-0112-00; and #510-0080-0113-00 with the continuous boundary of 2.614 acres as delineated in the map of the proposed TIF and property as described in ***Exhibit A*** attached hereto (such parcels will hereinafter be referred to as the “WAWA #2 TIF Site”); and

WHEREAS, this Board has caused notice to be given to the Northwest Local School District Board of Education and Butler Technology and Career Development Schools (“Butler Tech”), of this Board’s intention to consider this Resolution for adoption and that this Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73 (B) of the Ohio Revised Code. The Board of Education of the Northwest Local School District has by resolution adopted on September 23, 2024, approved the tax increment financing and the exemption of the further improvements for 30 years up to 100% for the property described in ***Exhibit “A”*** attached hereto and waived its right to the forty-five (45) business days notice prior to the adoption of this Resolution pursuant to ORC 5709.73 (D).

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

1. That this Board hereby finds and declares that certain public improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, sidewalks, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit “A” attached to this Resolution (such parcels are hereinafter

collectively referred to as the “WAWA #2 TIF” site), but excluding any and all residential property located within Exhibit “A”, which parcels are located in an unincorporated area of the Township, and for the creation of jobs, increasing property values and the provision of adequate public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the WAWA #2 TIF site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2054 or (2) the date on which the specific public improvements as described in Section 1 above (the “Public Improvements”) that will benefit the WAWA #2 TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the WAWA #2 TIF Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.
4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvement and/or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the fourth “Whereas” clause herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator, or the President of the Board as well as to make payments to Butler Tech at the same rate and under the same terms as received by the Northwest Local School District.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
7. This Resolution shall take effect at the earliest period allowed by law.
8. That this Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.
9. That this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

[Remainder of page intentionally left blank]

Mr. _____seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

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

ADOPTED this 22nd day of October, 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 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

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Hamilton County Auditor

Dated: _____

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Resolution.

Amy Wells, Treasurer, Northwest Local School
District

Dated: _____

EXHIBIT A

**PARCELS #510-0080-0104-00; #510-0080-0105-00; #510-0080-0107-00;
#510-0080-0108-00; #510-0080-0112-00; AND #510-0080-0113-00**

1288600117Fb

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

After Recording Return To:
360 American Title Services
2400 Chamber Center Dr., Suite 102
Ft. Mitchell, KY 41017
File No.: ATS15-19940

GENERAL WARRANTY DEED

Anthony W. Stroud, Trustee of the Banning Road Land Trust, for valuable consideration paid, grant(s) with General Warranty Covenants to Rick Davis, married whose mailing address is 3541 Banning Rd. Cent. Ohio 45247 the following described real estate, to-wit:

The following described real property, to-wit:

Situate in Section 7, T. 2, E.R. 1, Colerain Township, County of Hamilton,
State of Ohio and being more particularly described as follows:

From the intersection of the center line of Banning Road with the center line of Blue Rock Road; Thence S.13° 54' E. along the center line of Blue Rock Road a distance of 276.55 feet to a point; Thence N. 79° 06' E. a distance of 207.92 feet to a point for the place of beginning; Thence N. 6° 00' W. a distance of 229.72 feet to a point in the center line of Banning Road; Thence S. 89° 51' E. along the center line of Banning Road a distance of 97.27 feet to a point; Thence S. 6° 32' E. a distance of 260.85 feet to an iron pin set; Thence S. 79° 06' W. a distance of 75.25 feet to an iron pin set; Thence N. 9° 30' W. a distance of 49.87 feet to an existing iron pin; Thence S. 79° 06' W. a distance of 21.19 feet to a point the place of beginning. Containing 0.582 gross acres, right of way 0.067 acres, 0.515 net acres.

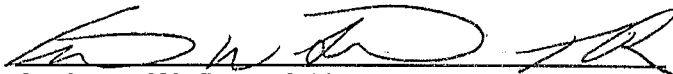
Based on a survey by Jeffery C. Heyl, Registered Surveyor No. 7792,
State of Ohio, May 17, 1999.

Most commonly known as: 3541 Banning Road, Cincinnati, Ohio 45239
Tax Parcel No. 510-0080-0108-00

Save and Except Highways, Easements and Restrictions, Declaration of Covenants, Conditions and Restrictions of Record, if any. Save and except real estate taxes due and payable in January 2014 and thereafter, which the Grantee(s) herein assumes and agrees to pay.

Being the same property conveyed to the Grantor herein in OR Book 12847, Page 127, of the Deed Records of the Hamilton County, Ohio Records office.

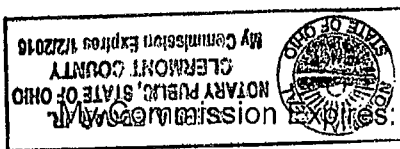
Executed April 27, 2015.

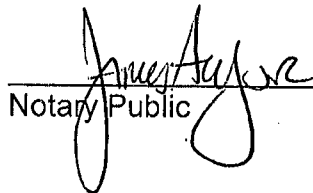

Anthony W. Stroud, Trustee

State of Ohio, County of Hamilton, Ss:

Be it remembered that on April 27, 2015, before me, the subscriber, a Notary Public in and for said county and state, personally appeared **Anthony W. Stroud, Trustee of the Banning Road Land Trust**, the Grantor(s), who represented to me to be said person(s) and acknowledged the signing thereof to be his free and voluntary act and deed.

It testimony whereof, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.




Notary Public

This instrument prepared by:
Arthur R. Treinen, Attorney at Law
2400 Chamber Center Drive, Ste.
Ft Mitchell, KY 41017

EXHIBIT A**PARCEL NO. 510-0080-0104: ST**

SITUATE IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF BANNING ROAD AND BLUE ROCK ROAD; THENCE ALONG THE CENTERLINE OF BANNING ROAD, SOUTH 89°51'00" EAST, 185.55 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF BANNING ROAD, SOUTH 13°54'00" EAST, 30.93 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF BANNING ROAD AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING WITNESSED BY AN EXISTING 1" IRON BAR, WHICH IS 0.27 FEET SOUTH AND 0.18 FEET EAST; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY BANNING ROAD, CONTINUING SOUTH 13°54'00" EAST, 52.15 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO MICHAEL T. & CAROL L. WALTER IN DEED BOOK 4288, PAGE 587 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING WITNESSED BY AN EXISTING 1½" IRON BAR, WHICH IS 0.11 FEET SOUTH 0.36 FEET WEST; THENCE ALONG THE NORTHERLY LINE OF SAID WALTER TRACT, SOUTH 76°06'00" WEST, 150.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF BLUE ROCK ROAD; THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLUE ROCK ROAD, NORTH 13°54'00" WEST, 58.97 FEET TO A POINT; THENCE LEAVING THE NORTHERLY LINE OF SAID WALTER TRACT, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A DISTANCE OF 44.62 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 53°37'37" EAST, 41.66 FEET TO A POINT; THENCE NORTH 00°09'00" EAST, 5.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF BANNING ROAD; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF BANNING ROAD, SOUTH 89°51'00" EAST, 113.69 FEET TO THE PLACE OF BEGINNING.

Parcel No. 510-0080-0105: ST

SITUATE IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF BANNING ROAD AND BLUE ROCK ROAD; THENCE LEAVING THE INTERSECTION OF SAID BANNING ROAD AND ALONG THE CENTERLINE OF SAID BLUE ROCK ROAD SOUTH 13-54-00 EAST, 128.11 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING THE CENTERLINE OF SAID BLUE ROCK ROAD NORTH 76-06-00 EAST, 180.00 FEET TO A POINT; THENCE SOUTH 13-54-00 EAST, 157.86 FEET TO A POINT; THENCE SOUTH 79-06-00 WEST, 180.25 FEET TO A POINT IN THE CENTERLINE OF SAID BLUE ROCK ROAD; THENCE ALONG THE CENTERLINE OF SAID BLUE ROCK ROAD NORTH 13-54-00 WEST, 148.43 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.633 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF SAID BLUE ROCK ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Parcel No. 510-0080-0107: ST

SITUATE IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF BANNING ROAD AND BLUE ROCK ROAD; THENCE ALONG THE CENTERLINE OF BANNING ROAD, SOUTH 89°51'00" EAST, 185.55 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF BANNING ROAD, SOUTH 13°54'00" EAST, 30.93 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF BANNING ROAD AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING WITNESSED BY AN EXISTING 1" IRON BAR, WHICH IS 0.27 FEET SOUTH AND 0.18 FEET EAST; THENCE ALONG THE SOUTHERLY RIGHT OF WAY BANNING ROAD, SOUTH 89°51'00" EAST, 56.91 FEET TO A SET 5/8" IRON PIN AND CAP IN THE WESTERLY LINE OF THE PROPERTY AS CONVEYED TO SUSAN K. & EDWARD J. DURBEC AS RECORDED IN OFFICIAL RECORD 10780, PAGE 1735 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF BANNING ROAD, ALONG THE WESTERLY LINE OF SAID DURBEC TRACT, SOUTH 06°00'00" EAST, 199.55 FEET TO A SET 5/8" IRON PIN AND CAP AT THE SOUTHWEST CORNER OF SAID DURBEC TRACT, SAID POINT BEING THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO MICHAEL T. & CAROL L. WALTER IN OFFICIAL RECORD 10170, PAGE 1804 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF SAID DURBEC TRACT, ALONG THE NORTHERLY LINE OF SAID WALTER TRACT, SOUTH 79°06'00" WEST, 27.82 FEET TO A POINT; THENCE LEAVING THE NORTHERLY LINE OF SAID WALTER TRACT, NORTH 13°54'00" WEST, 210.01 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1966 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Parcel No. 510-0080-0112: ST

Situate, lying and being in Section 7, Town 2, Entire Range 1 of the Miami Purchase in Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning in the center line of the Blue Rock Road at a point which is South 13° 54' East 276.55 feet (measured along the center line of Blue Rock Road) from the intersection of the center line of Blue Rock Road with the center line of Banning Road; thence continuing South 13°54' East along the center line of Blue Rock Road, 54.95 feet to a point at the former grantors' southwest corner; thence North 79° 6' East 225 feet to a point at the former grantors' southeast corner; thence North 9° 30' West 54.86 feet to a point; thence South 79° 6' West 229.11 feet to a point in the center of Blue Rock Road at the place of beginning, containing 0.281 acres of land.

Together with a perpetual easement of 10 feet on either side of the existing sewer line located upon the real estate, running roughly parallel to Blue Rock Road, to construct, maintain, operate, tap into, repair, replace and or remove a sanitary sewer line, which real estate is more particularly described as follows:

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - Oct 12 2020 DB

CAGIS - _____

Situate, lying and being in Section 7, Town 2, Entire Range 1 of the Miami Purchase in Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the Center line of Blue Rock Road, said point being South 13° 54' East a distance of 331.50 feet from the intersection of Blue Rock Road with the center line of Banning Road; thence North 79° 06' East a distance of 300.00 feet to a point; thence South 0° 11' West a distance of 115.80 feet to a point; thence South 86° 08' West a distance of 275.63 feet to a point in the center line of Blue Rock Road; thence North 13° 54' West a distance of 80.00 feet to a point the place of beginning, subject to legal highways.

EXHIBIT "A"

06G0081-6.
RKC R.E. Holdings

PARCEL I: Situate in Section 7, Town 2, Entire Range 1, Colerain Township, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at a point in the center line of Blue Rock Road, said point being South 13° 54' East, a distance of 331.50 feet from the intersection of Blue Rock Road with the center line of Banning Road; thence North 79° 06' East a distance of 300.00 feet to a point; thence South 0° 11' West a distance of 115.80 feet to a point; thence South 86° 08' West a distance of 275.63 feet to a point in the center line of Blue Rock Road; thence North 13° 54' West a distance of 80.00 feet to a point the place of beginning. Subject to legal highways.

Auditor's Parcel 510-80-113 *SY*

PARCEL II: Situate in Section 7, Town 2, Entire Range 1, Colerain Township, County of Hamilton, State of Ohio and being more particularly described as follows:

From the intersection of the center line of Banning Road with the center line of Blue Rock Road; thence South 13° 54' East along the center line of Blue Rock Road a distance of 331.50 feet to a point; thence North 79° 06' East a distance of 225.01 feet to an existing iron pin for the place of beginning; thence North 9° 30' West a distance of 5.00 feet to an iron pin set; thence North 79° 06' East a distance of 75.25 feet to an iron pin; thence South 6° 32' East a distance of 5.01 feet to a point; thence South 79° 06' West a distance of 74.99 feet to a point the place of beginning.

Auditor's Parcel 510-80-334. *SY*

There are excepted from the warranty covenants set forth herein, matters of zoning, conditions and restrictions, and easements of record.

ON FILE
COUNTY ENGINEER

2/24/06 *DL*

10223

160

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution to Create a TIF Fund - Wawa Blue Rock

Recommend ADOPTION of the Resolution.

Rationale:

The state of Ohio requires the Township to request approval for the creation of any new funds. If the Trustees establish a new TIF District via separate resolution earlier in this agenda, then the Board would need to adopt this resolution in order to be able to receive and collect the TIF District funds and make associated payments.

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 October, 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-24

**RESOLUTION REQUESTING THE AUDITOR’S APPROVAL TO CREATE
TAX INCREMENT FINANCE FUND – BLUE ROCK WAWA**

WHEREAS, the Colerain Township Board of Trustees has established a Tax Increment Financing (TIF) District for a new development to take place that will result in the construction of a Wawa on Blue Rock Road; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of TIF dollars; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired TIF – Blue Rock Wawa Fund is not a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new TIF – Blue Rock Wawa Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Request for Fund Approval” to the Auditor of State.
2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a TIF – Blue Rock Wawa Fund within Colerain Township’s budget and accounting.

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of October, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Approve Memorandum of Understanding with IAFF 3915 - Vacation
Recommend ADOPTION of the Motion.

Rationale:

The IAFF union and Administration met recently to discuss vacation accruals and processes. As a part of that conversation, it was determined that there was a mutual desire to update the language in the IAFF Collective Bargaining Agreement to change the process for vacation earning to be accrued with each payroll, consistent with the remainder of the Township.

Article 31: Vacation

All calculations for accrual of vacation time must be based on full-time employee's anniversary date. ~~Vacation for the upcoming year is deposited into the employee's account on the first payroll of the year. The Union understands and acknowledges Employees hired after January 1, 2014 will be credited with a full years accrual of vacation hours prior to those hours being earned. Therefore, any employees hired after January 1, 2015 that separate will have a prorated payout based on the number of vacation hours actual earned for that year. If the employee uses more vacation hours during the course of the year than were earned and separates, the employer shall deduct from other leaves balances (holiday and comp. time) and the final paycheck in order to make the employer whole.~~

Employees must earn vacation leave according to their number of years of service with governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other entities applies to new hires on or after the effective date of this agreement and must be earned per year as follows:

- A. Zero through 2,190 days - 80.0 hours (or its equivalent) 5 days of vacation, computed 3.1 hours.
- B. 2,191 through 4,015 days - 120 hours (or its equivalent) 7.5 days of vacation, computed 4.6 hours.
- C. 4,016 through 5,840 days - 144 hours (or its equivalent) 9 days of vacation, computed 5.54 hours.
- D. 5,841 through 9,490 days - 176 hours (or its equivalent) 11 days of vacation, computed 6.77 hours.
- E. 9,491 or more days - 200 hours (or its equivalent) 12.5 days of vacation, computed 7.7 hours.

~~Newly hired employees will be awarded a prorated amount of vacation time based on the date of hire and the end of the calendar year.~~

~~Employees in a transition year (moving from one vacation earning rate to another based on year of service) will be awarded a prorated amount of their additional vacation time based on their anniversary date and the end of the calendar year.~~

Vacation request:

- a. Vacation request will be considered in order of rank and seniority, and will be evaluated against the need to maintain efficient township operations. The final scheduling of employees' vacation must be the responsibility of the Township and

- must be consistent with an efficient work schedule.
- b. The vacation request form with procedures will be circulated at the beginning of each calendar year during the fourth quarter of the preceding year.

When a scheduled holiday falls within an employee's scheduled vacation leave, that employee will be credited with eight (8) hours of holiday time.

Each unit crew is considered separately for vacation selection.

Vacation selection is based on the calendar year, January 1st through December 31st.

The career minimum staffing standards must apply when considering vacation requests.

An employee may select vacation time in the form of individual days or weeks according to the Fire ~~Department~~Department selection guideline.

Request to change vacation selection must be submitted in writing at least one shift prior to the original selected dates.

Vacation carry-over:

- a. a. Full-time employees must take a minimum of 40 hours vacation each year after one year of employment. A full-time employee may carry accumulated vacation leave of a maximum of 100 hours forward to the next year. Accrued vacation leave in excess of 100 hours is dropped and lost on January 1st of the new year. This section will be suspended through December 31, 2025.
- b. Payouts of vacation time will be capped at one year accrual plus 100 hours for the duration of this MOU. For example, an employee that has worked 7,000 days will be eligible for a maximum vacation payout at separation of 276 hours.

Any unused vacation time will be paid to the employee upon termination of employment. Any employee hired full time prior to January 1, 2015 will have a deposit of one hundred sixty (160) hours of vacation the next payroll following the execution of this MOU.

Starting with the next payroll following the execution of this MOU, all employees covered by this agreement shall accrue vacation with each payroll according to their years of service.

ADMINISTRATION

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
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement
Strategic Goal #4: Expand Recreational Opportunities for all Ages
Strategic Goal #5: Continuously Improve the Operations of the Township
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Enter into Agreement with Law Director

Staff seeks direction on this issue.

Rationale:

Scott Sollmann currently serves as the Law Director for Colerain Township. The existing agreement with Scott Sollmann is set to expire on December 31, 2024.

The Township issued a formal RFP for potential Law Directors. Attached are potential contracts for the five responses received.

Staff seeks direction from the Trustees on a motion to select an individual as the potential Law Director for Colerain in addition to the term/length of contract.

APPENDIX A – COST SHEET

FEE STRUCTURE ***See notes below of what is not included			
	2025	2026	2027
Hourly Rate	\$285	\$290	\$295
Annual Fee Cap (if applicable)	\$240,000	\$245,000	\$250,000
Hybrid Fee (General Work)			
Hybrid Fee (Specialized Work)			
Retainer Fee*			
Hourly Rate			

***This cost sheet is part of a proposal for legal services to be provided as a typical Township Law Director, and it specifically excludes: (a) existing services which are being provided by Dinsmore & Shohl relating to development issues at Northgate Mall (including but not limited to the former Sears property) ("Northgate Mall Development Work"); (b) existing or requested services as bond counsel; and (c) additional specialized services that ordinarily fall outside the scope of the responsibility of a "Law Director".

As you know, the Northgate Mall Development work has been provided primarily by Richard Tranter and Betsy Emmert, with occasional input from Richard Porotsky). This Northgate Mall Development Work is governed by, and will continue to be governed by, a separate agreement that is already in place. The rates and caps here will not apply that this separate Northgate Mall Development Work or the other excluded areas noted above.

*Include a description of items included in the general retainer.

** Also please include a list of any/all specialized or itemized costs that the Township would be reasonably expected to incur.

A RESOLUTION FOR THE COMPENSATION OF THE
POSITION OF VILLAGE SOLICITOR OF THE VILLAGE OF SILVERTON

WHEREAS: The Village of Silverton, Ohio has the need to provide the Village of Silverton, Ohio with legal counsel for the operation of its legislative and administrative offices.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF SILVERTON THAT:

SECTION I. The base salary for the position of Village Solicitor shall be \$65,260 annually, beginning on January 1, 2022. Payment shall be made on a monthly basis following the month of service in equal monthly installments of \$5,438.33.

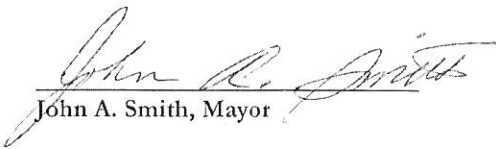
SECTION II. The services to be performed under the basic salary provisions by the Village Solicitor are as follows:

1. Attendance at all Council business meetings or for such other meetings as requested by the Village Manager;
2. Acting as legal advisor to Council and the Village Manager;
3. Preparing legal opinions for Council and the Village Manager;
4. Attendance and prosecution in the Mayor's Courts scheduled the first and third Wednesdays of every month;
5. Prosecution of the tax cases on the preliminary Mayor's Court docket;
6. Legal advisor to various boards which would include attendance at their meetings when requested;
7. Legal advisor to the various Council committees;
8. Reviewing all Ordinances and Resolutions to come before Council;
9. Reviewing and approving all contracts entered into by the Village.
10. Appointing deputy solicitors when necessary.

SECTION III. In addition to the above contract services, the Solicitor shall be responsible for representing the Village in any other legal matter and shall be separately compensated at the hourly rate of \$275 per hour; such representation shall include but not be limited to the following:

1. Civil collection of waste collection and taxes;
2. Any litigation involving the Village except Mayor's Court;
3. Special tax court sessions;
4. Representation of the Village before a government board or agency;
5. Handling Mayor's Court appeals or Bureau of Motor Vehicles points appeals at Municipal Court.

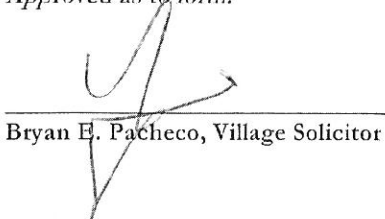
PASSED this 2nd day of December, 2021.


John A. Smith, Mayor

ATTEST:

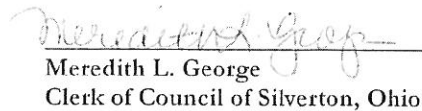

Thomas M. Carroll, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 21-848 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing Dec 3, 2021.


Meredith L. George
Clerk of Council of Silverton, Ohio

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is for legal services between the Board of Trustees of Colerain Township (the "Township"), and Nick Ziepfel, of the law firm of Roetzel & Andress, LPA, (each, a "Party," and collectively, the "Parties").

WHEREAS, the Township adopted the limited home rule form of government pursuant to Chapter 504 of the Ohio Revised Code by resolution; and

WHEREAS, pursuant to Ohio Revised Code §504.15, the Township is required to hire a law director; and

WHEREAS, pursuant to Ohio Revised Code §504.151, the Law Director is authorized to appoint an Assistant Law Director; and

WHEREAS, the Township desires to retain Nick Ziepfel, shareholder of Roetzel & Andress, LPA, to serve as the Township Law Director, and Mr. Ziepfel desires to serve as the Township Law Director, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. **Appointment Confirmation.** Mr. Ziepfel will serve as Law Director for the Township and will provide legal advice to the Board of Trustees, Administrator, and all other Township officials and handle the legal matters for the Township at the direction of the Board of Trustees through its Administrator as set forth in Ohio Revised Code §504.15. Mr. Ziepfel hereby appoints Brian Fox, shareholder of Roetzel & Andress LPA, to serve as the Township Assistant Law Director. Attorneys, paralegals, and legal assistances of Mr. Ziepfel's and Mr. Fox's law firm will, from time to time, provide legal services to the Township at the direction of Mr. Ziepfel.
2. **Term.** The term of this Agreement shall commence on January 1, 2025, and shall conclude on December 31, 2028 ("Initial Term"). The Township may renew the term for two, one-year terms upon agreement between the Township and Mr. Ziepfel. Notwithstanding the foregoing, the Township reserves the right to terminate this Agreement at any time and for any reason upon written notice to Mr. Ziepfel. Additionally, Mr. Ziepfel reserves the right to terminate this Agreement at any time and for any reason with at least sixty (60) days' written notice to the Township.
3. **Independent Contractor Status.** Mr. Ziepfel, Mr. Fox, and all other attorneys, paralegals, and legal assistants employed by Mr. Ziepfel's and Mr. Fox's law firm who provide legal services to the Township shall not be employees of the Township and are therefore not entitled to the benefits accorded to regular Township employees. The provision of professional legal services shall be solely pursuant to the provisions of this Agreement.

4. **Compensation.** During the Initial Term, Mr. Ziepfel and his firm will perform such legal services as directed by the Board of Trustees, Township Administrator, and other elected or appointed Township officials for a flat hourly rate of two hundred twenty-five dollars (\$225.00).

Any routine costs and expenses incurred such as copying charges, facsimile charges, travel mileage, parking, etc., will not be charged. Non-routine costs and expenses incurred, such as filing fees, deposition transcript fees, etc., will be invoiced back to the Township, if needed. Invoices for costs of one thousand five hundred dollars (\$1,500.00) or more will be forwarded to the Township for direct payment.

6. **Billing.** Mr. Ziepfel and his firm will bill the Township monthly for all legal services provided hereunder, which billings shall set forth the date the services were rendered, the attorney performing such services, a brief description of the services provided, and the time spent for each service entry by tenth of an hour increments. Payment is due within thirty (30) days of receipt of any such invoice by the Township.

7. **Miscellaneous Provisions.**

A. **Applicable Laws.** Mr. Ziepfel and his law firm shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of this Agreement.

B. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.

C. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, employment, or benefit of any kind to any of Mr. Ziepfel or any personnel of Mr. Ziepfel's law firm assigned to the Township's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.

E. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.

F. Entire Agreement. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized persons of the Parties hereto.

IN WITNESS WHEREOF, Colerain Township Board of Trustees, by Jeff Weckbach, Administrator, and Nick Ziepfel have hereunto set their hands this ____ day of _____, 2024.

**COLERAIN TOWNSHIP BOARD OF
TRUSTEES**

Jeff Weckbach, Administrator

Nick Ziepfel

CONTRACT TO SERVE AS LAW DIRECTOR

This Contract is entered into this ____ day of _____, 2024, by and between the ***Board of Trustees of Colerain Township*** (hereinafter “Colerain Township”), and ***Scott A. Sollmann*** (hereinafter “Sollmann”).

Whereas, Colerain Township adopted the limited home rule form of government for Colerain Township pursuant to Chapter 504 of the Ohio Revised Code; and,

Whereas, pursuant to Ohio Revised Code §504.15, Colerain Township is required to hire a law director; and,

Whereas, pursuant to Ohio Revised Code Section 504.151 the Law Director is authorized to appoint an Assistant Law Director; and

Whereas, Colerain Township is desirous of hiring Scott A. Sollmann of the firm Schroeder, Maundrell, Barbieri & Powers, to serve as Law Director, and Sollmann is desirous of serving as the Law Director for Colerain Township.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Beginning January 1, 2025, Sollmann will serve as Law Director for Colerain Township and will give legal advice to the Board of Trustees, Administrator, and all other township officers and handle the legal matters for Colerain Township at the direction of the Board through its Administrator as set forth in Ohio Revised Code §504.15. Sollmann hereby appoints Matthew J. Byrnes to serve as Assistant Law Director for Colerain Township. Other attorneys in the firm of Schroeder, Maundrell, Barbieri & Powers (“SMBP”) will, from time to time, provide legal services to Colerain Township at the direction of Sollmann and Byrnes. Paralegals and legal assistants in the SMBP firm of will, from time to time, provide services to Colerain Township at the direction of Sollmann and Byrnes.

2. Sollmann, Byrnes, and all other SMBP attorneys will be paid \$170 per hour for all legal work performed on behalf of Colerain Township for the years 2025 and 2026. Sollmann, Byrnes, and all other SMBP attorneys will be paid \$175 per hour for all legal work performed on behalf of Colerain Township for the years 2027. Work done by SMBP paralegals and SMBP legal assistants will be billed at \$90 per hour for the years 2025 and 2026. Work done by SMBP paralegals and SMBP legal assistants will be billed at \$95 per hour for the year 2027. The maximum amount of legal expense per year shall be \$130,000 ("Annual Cap") for the years 2025 and 2026. The maximum amount of legal expense per year shall be \$135,000 ("Annual Cap") for the year 2027. Expenses and costs¹ and pursuing, not defending, separate civil claims outside of the Hamilton County Housing Court will be *not* be included in calculation Annual Cap for any of the years 2025, 2026, or 2027. These rates will remain in place until December 31, 2027. SMBP will submit invoices once each month in billing increments of 1/10th of an hour which will describe the services provided and any expenses advanced.

3. Sollmann will serve as an employee of Colerain Township who shall become eligible for and shall receive healthcare benefits to which full time non-exempt employees are entitled beginning January 1, 2025. Beginning January 1, 2025, Colerain Township shall also pay OPERS² on behalf of Sollmann with respect to whatever legal work Sollmann performs and invoices under the Annual Cap. All such OPERS contributions (anticipated to constitute fourteen (14%) percent of Sollmann's billing under the Annual Cap) made by Colerain Township on Sollmann's behalf shall also be deducted from the applicable Annual Cap for that corresponding year.

¹ Expenses and costs include, but are not limited to, costs and expenses related to legal research.

² Ohio Public Employees Retirement System

4. Sollmann, Byrnes, and all other SMBP attorneys will also be paid \$175 per hour for all legal work performed on behalf of Colerain Township which occurs *outside* the Annual Cap. Sollmann, Byrnes, and all other SMBP attorneys shall provide Colerain Township an Annual Credit of \$25,000 ("SMBP Annual Credit") beginning on January 1st and ending December 31st for each year of this Contract that can be used to defray the Township's costs with respect to Sollmann, Byrnes, and all other SMBP attorneys performing legal services *outside* the Annual Cap. Expenses and costs will not be included in the calculation of the SMBP Annual Credit. Up to \$5,000 of *unused* Annual Credit can be carried over from one year to the next year as long as Sollmann continues to serve as the Law Director for Colerain Township the following next year.

5. This contract can be terminated by either party with or without cause upon sixty (60) days written notice. The term of this contract shall be until December 31, 2027.

IN WITNESS WHEREOF, Colerain Township Board of Trustees, by Jeff Weckbach, Administrator, and Scott A. Sollmann have hereunto set their hands this ____ day of ____, 2024.

COLERAIN TOWNSHIP BOARD OF TRUSTEES

By: _____
Jeff Weckbach, Administrator

Scott A. Sollmann

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, by and between **COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO** (hereinafter “Township”), acting by and through its _____, and **FROST BROWN TODD LLC** acting by and through its Member, Charles B. Galvin, Frost Brown Todd LLC, 9277 Centre Pointe Drive, Suite 300, West Chester, Ohio 45069 (collectively the “Firm” or “Law Director”).

W I T N E S S E T H:

WHEREAS, the Township wishes to retain the services of Charles B. Galvin, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

WHEREAS, in connection with the services of Charles B. Galvin serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Galvin based upon the expertise required in a given matter; and,

WHEREAS, the Firm and Charles B. Galvin have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and

WHEREAS, the services to be provided by the Firm and Charles B. Galvin, are professional and non-competitive in nature; **NOW, THEREFORE**,

BE IT AGREED by and between the Township and Charles B. Galvin and the Firm as follows:

RETAINER SERVICES

- A. The Firm, in consideration of the promises and agreements of the Township, promises and agrees to serve as the Law Director for the period beginning January 1, 2025 and ending December 31, 2027, and that the Firm will act as the legal advisor for the Township, will prepare all legal instruments for the Township and its business, and will represent the Township in legal matters in which it is involved in accordance with official Township policies.
- B. The Township promises and agrees to retain the Firm during the period aforesaid, subject to the proper performance of all duties, and to pay a retainer for such services at the rate of \$120,000 per annum, payable in equal monthly installments of \$10,000. The Firm agrees to honor these rates, subject to discussion referenced below in Paragraph D, for the calendar years 2025 and 2026 only.
- C. It is further agreed that the above retainer shall apply toward the routine duties of the Firm for the Township, including but not limited to, contract review, routine

legal questions, risk management issues, public records, real estate and general business matters, and advice regarding competitive bidding matters and vendor contract review.

- D. The Township and Law Director will meet as early as July of 2025 and as early as July of 2026, unless mutually agreed to otherwise, to discuss whether the Retainer Amount, and other rates discussed in the paragraphs below, should be adjusted for the following year.

EXTRA SERVICES

- E. For extra services, beyond retainer services referenced above, the Firm will issue separate monthly statements for services to be billed at a blended hourly rate of \$310 per hour. Such separately billed services shall include all labor and employment law matters, litigation and other adversarial matters. Major economic development and public finance matters shall be billed at a rate to be agreed upon by the Firm and the Township (including legal work related to or covered by bond indebtedness). The extra services will be billed when any single matter listed above is expected to exceed 10 hours of attorney time. An extra service matter will not be set up and billed unless the Township specifically agrees in writing. The Firm agrees to honor these rates, subject to discussion referenced above in Paragraph D, for the calendar years 2025 and 2026 only.
- F. With respect to extra services referenced above in paragraph (II)(A), such services shall be subject to the terms and conditions set forth in Attachment A.
- G. In the case of litigation and union contract negotiations, the Firm will set up matters immediately without following the process above in paragraph (II)(A) and will bill the Township at the rates provided in paragraph (II)(A). This does not preclude the Township and Firm from negotiating a fee arrangement based on the rate provided in paragraph (II)(A) related to litigation and negotiations.

Insurance Defense and Criminal Matters.

- H. Colerain Township, Hamilton County, Ohio insures against certain risks which may inevitably result in litigation. It is agreed that the Law Director and the Firm shall have responsibility for supervising these matters if handled by counsel other than the Firm designated by the insurance carriers and the Firm will charge to the Township for such supervision at the rates provided above in section (II)(A). The Township may request of its insurance carrier that the Firm be assigned to the matter covered by insurance
- I. In cases where the Township Law Director and the Township Administrator deem it appropriate for the Firm to represent the Township and/or its employees in matters where insurance coverage is available, the Firm and the Township agree that, for the duration of this Agreement, the Firm will perform those services in lieu of counsel normally appointed by the insurance carrier at a rate not to exceed \$310

per hour on a blended basis, with the Township paying the difference between the hourly rate for legal services paid by the insurance carrier and \$310, per hour on a blended basis together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier. The Firm agrees to honor these rates, subject to discussion referenced below in Paragraph D, for the calendar years 2025 and 2026 only.

- J. Criminal Matters. No criminal matters are subject to this Agreement and are the sole province of the Hamilton County Prosecutor's office unless agreed to between the Firm and the Township.

Employment of Associates. The Township recognizes that it is hiring Charles B. Galvin as Law Director and the Firm to provide legal services to the Township. Accordingly, the Township also recognizes that the Township Law Director's partners and associates will be assisting him from time to time as the Township's needs mandate. The Township, therefore, authorizes the Law Director to engage the services of those partners, associates and other Firm personnel on the same basis that the Firm would afford to other clients, subject to the provisions above. The Township further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Township Law Director shall not receive any distributive share of the amounts paid by the Township for the services of these associates, partners and other Firm personnel under this Provision.

Effective Date. This Agreement shall be effective from January 1, 2025 through December 31, 2027. The parties may alter or amend this Agreement in writing signed by the parties or their agent Charles B. Galvin for the Firm and the Township Administrator, or his/her designee for Colerain Township, Hamilton County, Ohio.

Term of Township Law Director. Pursuant to appointment by the Township Trustees, Mr. Charles B. Galvin has been appointed Township Law Director.

Conflicts. The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for the Township. The Township hereby agrees to waive any present or future conflicts regarding the same. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instances where, as the result of the Firm's representation of the Township, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the Township and/or any of its individual officers or entities represented by those officers or agents. The Firm will notify the Township if a conflict arises.

Independent Contractor Status. The Township Law Director and partners and employees of the Firm are independent contractors, not employees, of the Township, and are therefore not entitled to the benefits accorded to regular full-time Township employees.

Cancellation. This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

IN WITNESS WHEREOF, Colerain Township, Hamilton County, Ohio, acting through its _____, and Frost Brown Todd LLC, acting through its authorized agent, Charles B. Galvin, hereunto subscribed their names, this _____ day of _____, 20____.

COLERAIN TOWNSHIP,
HAMILTON COUNTY, OHIO

FROST BROWN TODD LLC

By: _____
[]

By: _____
Charles B. Galvin, Township Law
Director

ATTACHMENT A

FROST BROWN TODD LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days from receipt, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this Agreement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client 60 days written notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our

fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation, although the firm reserves the right to retain copies of any such documents as it deems appropriate and at the Firm's expense. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-

house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are some situations in which it might be. A description of the disclosures required in those situations can be located at www.dol.gov/ebsa/newsroom/fs408b2finalreg.html.

13. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client's behalf on this matter. All efforts will be made to discuss with the Client in advance any significant actions we intend to take.



Bricker Graydon LLP
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Lebanon, OH 45036-2204
513.870.6700 Office
www.brickergraydon.com

Brodi J. Conover
Partner
513.870.6693 Direct Phone
bconover@brickergraydon.com

September 13, 2024

Colerain Township
4200 Springdale Road
Cincinnati, OH 45251

Attn: Jeff Weckbach, Administrator
jweckbach@colerain.org

Re: Agreement for Legal Services as Colerain Township's Law Director

Dear Mr. Weckbach:

We are pleased that you have asked Bricker Graydon LLP (the "Firm") to serve as your counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided and return the copy to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

The Client

It is understood that our client for purposes of this representation is Colerain Township (the "Client"), and not its individual members or any other entity whose interests in this matter are being represented by those individual members.

Scope of Engagement

The Firm is being engaged to assist the Client with legal services as Colerain Township's Law Director (the "Matter").

In addition to the Matter described in the preceding paragraph, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this Matter.



Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the “SEC”) or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC.

Retainer Services

The Firm promises and agrees to serve as the Township’s Law Director and shall act in such capacity as to the legal advisor to, and counsel for the Township and to all officers in matters relating to their official duties.

The Township shall pay a retainer for such services at \$162,000 per annum, payable in equal monthly installments of \$13,500, prorated for any partial months during which this Agreement is in effect. The Firm and the Township shall review the number of hours needed to prepare and provide the retainer services after twelve months and, if the hours needed to prepare materially varies from the annual retainer amount (that is, by more than 10%), the Firm and Township shall revisit the annual retainer amount.

The above retainer shall apply toward the following services: (i) attendance at Board of Township Trustee and other Township board and commission meetings when requested, (ii) review and approval of Township-drafted resolutions; (iii) routine legal questions an opinion writing, (iv) risk management issues, (v) public records, (vi) zoning, (vii) general business matters, (viii) advice regarding competitive bidding and contracting matters, (ix) employment and labor, (x) vendor contract review, (xi) general real estate matters, and (xii) nuisance abatement litigation.

Extra Services

For extra services beyond retainer services, which shall include complex public finance and economic development matters, environmental matters, and litigation (other than nuisance abatement litigation), the Firm shall issue separate monthly statements for services to be billed at rates separately negotiated outside of the retainer. No extra-services matter shall be set up without prior discussion and approval by the Firm and the Township.

For complex public finance and economic development matters, services will be performed at a blended hourly rate of \$350.00 per hour. For environmental matters, services and rates for those services shall be separately negotiated as matters arise. For litigation (other than nuisance abatement litigation which shall be performed within the retainer), services will be performed at a blended hourly rate of \$285.00 per hour.

Because the matters worked on cannot be predictable, we make no commitment to you concerning the maximum fees and costs relating to these Extra Services. While we cannot quote a precise fee total for each Extra Services matter, we will endeavor to estimate the total fee



where the nature of the matter allows us to do so. Any estimate would be provided with the clear understanding that it is not a maximum or fixed-fee quotation, unless that is specifically and separately negotiated.

Term

This Agreement shall begin on January 1, 2025, and extend through December 31, 2025 (the “Initial Term”). The Agreement shall automatically renew thereafter, on a year-to-year basis, unless otherwise cancelled by either the Firm or the Township as identified in this Agreement. The annual retainer amount, as identified above, shall be subject to annual review to determine if the hours needed to prepare materially varies from the annual retainer amount (that is, by more than 10%) and, if so, the Firm and the Township shall revisit the annual retainer amount. The Firm and the Township may alter or amend this Agreement in writing signed by the Parties or their agent.

Disbursements and Third-Party Expenses

In addition to our retainer services and extra services for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your Matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments

Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your account. In the event of any collection action, you agree to pay the



costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

Professional Responsibility and Conflicts of Interest

The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.

Advance Consent to Conflicts

Bricker Graydon represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse.

For example:

- If you have a lending relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the



Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to, seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client’s interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client’s interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Client Information and Communications

So that the Firm’s attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

Internal Consultation with Counsel to the Firm

From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm (“Firm Counsel”). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm’s representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm’s representation, you agree that any such consultations with the Firm’s Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.



Litigation Matters – Litigation Holds

If our representation in the Matter requires the production of information to another party, whether or not that party is adverse, applicable laws and rules likely require the Firm and the Client to preserve information. Any failure to do so may result in severe financial and procedural consequences. The duty to preserve is generally called a “Litigation Hold.” A Litigation Hold requires preservation of both hard-copy and electronically stored information (ESI). It applies to information that exists at the time of the engagement as well as that which is created later.

By signing this letter, the Client agrees and acknowledges the Client’s duty to preserve all information, including ESI, relating to the Matter, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under the Client’s control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mails, instant messages, audio, video, CD’s, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or “hold,” the information properly. You acknowledge that you understand Litigation Hold duties.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

Conclusion of Representation

Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm’s right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the “Client File” to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of



the Client Files 5 years after the termination of our representation, unless earlier notice is provided to you.

The Firm's files pertaining to the Matter will be retained by the Firm after termination. These "Firm Files" include such things as Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you ("Client Property"). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Unless previously terminated, Bricker Graydon's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.

Conclusion

If the forgoing is agreeable, please sign the Acceptance and Agreement below.

Thank you again for selecting us to be your counsel. We look forward to working with you. If you have any questions regarding the forgoing or would like to discuss, please do not hesitate to give us a call.

Very truly yours,
BRICKER GRAYDON LLP

Brodi J. Conover
Partner

Attachment: Exhibit A - Standard Terms of Representation



ACCEPTANCE

The foregoing terms of this engagement are in accordance with our understanding of the same and are hereby approved and accepted.

Colerain Township (Administrator)

Date



Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:



Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (UPS, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.

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 - Nathan Schaerer - \$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 was extended to the following individual:
- Nathan Schaerer

The wage for this job is \$22.43 per hour. Contingent upon Board approval, Nathan Schaerer would be eligible to begin work on October 29, 2024.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Promotion - Finance Manager - Cindy Miller - \$41.00/hour

Recommend approval of all consent items.

Rationale:

This item is contingent on Board approval of the modification to the organizational chart. Should that occur, it is recommend that Cindy Miller be promoted into the role of Finance Manager at a rate of \$41.00 per hour, effective at the start of the next pay period.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages

Contract - Playground Equipment Services - Update to Former Agreement - \$0

Recommend approval of all consent items.

Rationale:

This is an update to an original settlement agreement from a zoning violation from 2016. This agreement makes a number of changes to reflect changes that better align with the goals and objectives of the Township and Playground Equipment Services. As part of this update, the Township will receive a Payment in Lieu of Taxes each year in the amount of \$5,000 rather than having a JEDD established on the property. Playground Equipment Services will also install playground materials in Dravo Park as opposed to Wert Park as there is a greater need to replace the aging playground equipment in Dravo.

ADDENDUM TO
COLERAIN TOWNSHIP-WILLOW CREEK PROPERTY MANAGEMENT
JANUARY 4, 2016 SETTLEMENT AGREEMENT

WHEREAS, pursuant to the Settlement Agreement executed by the parties on January 4, 2016 ("Settlement Agreement"), the property identified by the Hamilton County Auditor as Parcel No. 510-0091-0350-00 (the "Property"), has changed its address in Colerain Township, Hamilton County from 8510 Cog Hill Lane, Cincinnati, Ohio 45239 to 3460 Oakmeadow Lane, Cincinnati, Ohio 45239; and

WHEREAS, JoAnn Leuhrman, as Trustee of the Irrevocable Trust established by Alleen Leuhrman, transferred ownership of the Property located at 3460 Oakmeadow Lane Cincinnati, Ohio 45239, in Colerain Township, Hamilton County, to Willow Creek Property Management LLC (hereinafter "Willow Creek") on or about August 17, 2018.

WHEREAS there have been numerous changes in both the administration and elected official positions at Colerain Township since the prior execution of the Settlement Agreement executed between the Parties on January 4, 2016; and

WHEREAS the current administration and elected officials at Colerain Township, current property owner, and Playground Equipment Services, LLC ("PES"), all wish to clarify and finalize outstanding issues and bring this matter to a final and complete end; and

WHEREAS the Parties agree that the Settlement Agreement executed on January 4, 2016, is fully incorporated into this Addendum except as further set forth below.

NOW, THEREFORE the Parties hereby agree to the following changes and amendments to the Settlement Agreement as follows:

I. SUBSTITUTED PARTIES.

JoAnn Leuhrman, as Trustee, is no longer a party to the Settlement Agreement and is substituted by Willow Creek.

II. ORDER OF PRECEDENCE-CONFLICTS.

Any conflict between this Addendum and the Settlement Agreement shall be resolved in favor of this Addendum.

III. SATISFIED ITEMS.

The Parties agree that the following terms and conditions of the Settlement Agreement have been satisfied, fulfilled, completed, moot, or waived by agreement:

PARAGRAPH 1:

Paragraph 1(a): Woodchip Walking Trail:

The Woodchip Walking Trail construction was approved, and completed.

Paragraph 1(b): Southern Wert Park Playground:

The Southern Wert Park Playground was approved and has been completed. Two ASD Grant Applications were obtained (totaling \$30,000+/-). In addition, PES donated \$15,000 to the project. The Parties agree that Schmidt and PES's contribution to Dravo Park of the one structure detailed and identified in Exhibit "A" attached hereto shall constitute satisfaction of the condition contained in Paragraph 1(b) of the Settlement Agreement. The aforementioned structure shall include the required playground safety material border, including ADA ramp, and sufficient safety material installed at the required depth at Dravo Park in Colerain Township. This shall be completed by December 1, 2025.

Paragraph 1(c): Wert Parking Lot:

The Wert Parking Lot task was approved, and the construction task was completed.

Paragraph 1(d): Access Road, Guardrail, & Gate:

The Access Road has been approved, the guardrail removed and the construction task was completed. The Access Gate is no longer required.

Paragraph 1(e-f-g): Oakmeadow Easement:

A proposed Oakmeadow Easement Agreement is attached hereto as Exhibit "B" and fully incorporated herein. Willow Creek and PES shall abide by all terms included in the attached Easement Agreement including, but not limited to, never storing or placing any items, materials, vehicles, etc., on the right side of the Access Road or on any property of the Township.

Paragraph 1(h): Redirection Sign:

The Redirection Sign task was completed. It is now unnecessary, and no longer required due to the passage of time.

Paragraph 1(i): Coghill to Oakmeadow Addresses:

The change of address task was completed.

Paragraph 1(j): ASD Playground & Parking Lot Location .

Completed see 1(b) and 1(c).

Paragraph 1(k): Deadlines:

All deadlines have been extended except as set otherwise forth below.

PARAGRAPH 2: JEDD:

Completed & paying. The Parties agree that so long as PES is operating at the Oakmeadow Property, an annual payment of \$5,000 made payable to "Colerain Township" and delivered on or before December 1st of each year shall constitute satisfaction of the condition contained in Paragraph 2 of the Settlement Agreement. If Colerain Township or the City of Colerain (is such entity ever comes into existence) institutes an earnings tax, then the aforementioned annual payment of \$5,000 shall cease as of the year such earnings tax is instituted.

PARAGRAPH 3: Oakmeadow Easement.

A proposed Oakmeadow Easement with an included legal description is attached as Exhibit B ; upon execution and delivery, Willow Creek shall file the easement in the office of the Hamilton County Recorder; see Section IV, Paragraph 4, below.

PARAGRAPH 5: Township Maintenance of Walking Trail & Parking Lot:
Completed as above.

PARAGRAPH 16: Lawsuit Dismissal

Dismissed.

IV. REMAINING TERMS TO CONTINUE OR BE COMPLETED

The Parties agree that the following terms and conditions of the Settlement Agreement have not been satisfied:

PARAGRAPH 3: Grant of Oakmeadow Easement:

The Trustees shall approve, execute, and deliver the Oakmeadow Easement as soon as practical. Willow Creek shall record the Oakmeadow Easement at its own cost and expense.

PARAGRAPH 4: BZA2006-0026

Paving of the Property's Parking Lot shall be completed once Paragraph 3 and Paragraph 6 have been satisfied; see PARAGRAPH 6, below.

The sentence: "All proposed work must be completed within 12 months after journalization of BZA approval" is deleted.

The sentence referencing vehicles pictured in Exhibit "D" is deleted as none of these vehicles are in service by PES. All current and future PES vehicles shall comply FHWA Classes 1-5.

The sentence referencing the paving of the "Property's parking lot some or which is gravel" is deleted and referenced to the amended PARAGRAPH 6: Relinquishment of the 8414 Easement, below.

PARAGRAPH 5: Maintenance of Wert Family Parking Lot & Walking Trail.

The Township shall continue to maintain the Wert Family Parking Lot & Walking Trail. The Township does not require lighting as it does not want to maintain lighting.

PARAGRAPH 6: Relinquishment of the 8414 Easement:

This provision is amended as follows:

"Willow Creek shall execute and deliver to the Record Owner of 8514 Coghill Lane a quit claim deed encompassing Willow Creek ingress and egress easement over the 8514 Coghill Lane parcel save and except utility easements servicing Willow Creek's Oakmeadow parcel, contingent upon the delivery of the PARAGRAPH 3 Grant of Oakmeadow Easement.

Additionally, there is a lot between the 3460 Oakmeadow Lane parcel and the Cross County Highway known as the "McCarthy Panhandle". If purchased by Willow Creek within the next two years from the execution of this Addendum, the Township agrees that PES may expand its paved parking area into the purchased the McCarthy Panhandle in conformance with Township Zoning Resolution and Property Maintenance Code to be completed no later than July 1, 2027.

PARAGRAPH 7: Prospective Enforcement

The Township hereby waives any breaches to "the material conditions referenced in this *Settlement Agreement*" if any, to the date of the full execution of this Addendum. The Township further agrees that the "new playground designed for children with autism and autism spectrum disorder ("ASD")" has been satisfied.

PARAGRAPHS 8-17 General Terms

[SIGNATURES ON FOLLOWING PAGES]

Eric Schmidt
Eric Schmidt, in his personal capacity

9/27/24
Date

Willow Creek Property Management LLC

By Eric Schmidt
Eric Schmidt, Managing Member

9/27/24
Date

Playground Equipment Services, LLC

By Eric Schmidt
Eric Schmidt, Managing Member

9/27/24
Date

Sworn to and subscribed before me this 27th day of September 2024, by **Eric Schmidt in his personal capacity and official capacities** as Managing Member of Willow Creek Property Management LLC as Managing Member of Playground Equipment Services, LLC

Deborah A. Fales
Notary Public

Colerain Township, Ohio

By Jeff Weckbach
Jeff Weckbach, Township Administrator

10/2/24
Date

Sworn to and subscribed before me this 2nd day of October 2024, by **Jeff Weckbach** as Township Administrator of Colerain Township, Ohio

Deborah A. Fales
DEBORAH A. FALES
Notary Public, State of Ohio
My Commission Expires
September 21 2029

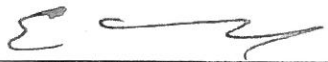
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

GRANTEE:


Eric Schmidt, in his personal capacity

9/27/24
Date

Willow Creek Property Management LLC

By 
Eric Schmidt, Managing Member

9/27/24
Date

Playground Equipment Services, LLC

By 
Eric Schmidt, Managing Member

9/27/24
Date

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)



LISA HELMERS
Notary Public
State of Ohio
My Comm. Expires
December 30, 2028

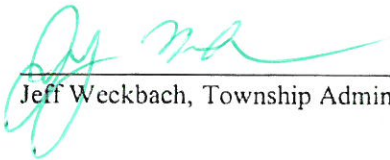
~~September~~ The foregoing instrument was acknowledged, sworn to and subscribed before me this 27th day of September, 2024, by **Eric Schmidt in his personal capacity and official capacities as** Managing Member of Willow Creek Property Management LLC **as** Managing Member of Playground Equipment Services, LLC


Notary Public

My Commission Expires: 12.30.2028

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

GRANTOR:



Jeff Weckbach, Township Administrator

10/2/24

Date

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged, sworn to and subscribed before me this 2nd day of October, 2024, by Jeff Weckbach as Township Administrator of Colerain Township, Ohio.



Notary Public

My Commission Expires: Sept 21, 2029



DEBORAH A. FALES
Notary Public, State of Ohio
My Commission Expires
September 21 2029

This instrument prepared by:

Scott A. Sollmann, Esq.
SCHROEDER, MAUNDRELL, BARBIERE & POWERS
5300 Socialville-Foster Road, Suite 200
Mason, Ohio 45040
(513) 707-4249
ssollmann@smbplaw.com

Exhibit A- Grantor Parcel #510-0090-0015



EXHIBIT "A"

An undivided one-fourth (1/4th) interest in certain real property described as follows:

S10-90-15
Situating in the southeast quarter of Section Eight (8), Township (2), First Entire Range, Colerain Township, Hamilton County, Ohio and further described as follows, to-wit: Commencing at a point on the south line of said Section Eight (8) in the Hoffner Avenue (now Van Zandt Road), at the southwest corner of lands of Martin Barnes, which point is three and 15/100 (3.15) chains east of the half section line; thence west on the line of said section, three and 15/100 (3.15) chains; thence North 0°40' East thirty-one and 75/100 (31.75) chains; thence due East three and 75/100 (3.75) chains; thence south 0°40' West thirty-one and 75/100 (31.75) chains to the place of beginning, containing ten (10) acres of land.

This conveyance is further subject to an easement to the Cincinnati Gas & Electric Company and Cincinnati Bell, Inc. and all legal highways, and easements and restrictions of record.

Being the same premises conveyed to Grantor by deed recorded in Official Record Volume 11229, Page 2145, of the Hamilton County, Ohio Records.

Auditor's Parcel ID: 510-0090-0015-00

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tax Map 12-29-09
CAGIS

Exhibit B- Grantee Parcel #510-0091-0350



13734 00322

180534
18-454625
18-457478
08/17/2018

1750.00
0.50
350.00
175.00
525.50

Convey number:
Deed number:
Instr. number:
Transfer date:
Sect. 319.202 R.C.
Cite. 322.02 R.C.
City of Cincinnati
Hamilton County Auditor
Robert W. Cettel, Esq.
7285 Kenwood Road, RTC Suite 150
Cincinnati, Ohio 45236

1750.00 - Sales amount
0.50 - Transfer Fee
350.00 - Permissive Fee
175.00 - Conveyance Fee
525.50 - Total

Norbert A. Nadal
Hamilton County Recorder's Office
Doc # 2018-0072613 Type: DE
Filed: 08/17/18 08:32:41 AM \$56.00
Off. Rec.: 13734 00322 F 3 45



FIDUCIARY DEED

Joann Luehrman, Trustee of the Aileen K. Luehrman Trust whose address is 3255 Kleeman Road, Cincinnati Ohio 45211, Grantor, by the power conferred by the Aileen K. Luehrman Trust, and every other power,

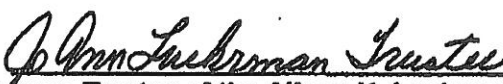
for valuable consideration does hereby grant and convey, with Fiduciary Covenants, to Willow Creek Property Management, LLC, the following described Real Property:

See Exhibit A, Attached

Save and except easements and restrictions of record, real estate taxes and a conditional obligation to conditionally convey the easement across Auditor's Parcel 510-0091-0348-00.

Tax Mailing Address: 8510 Coghill Ln, Colerain Township, Ohio
Auditor's Parcel No. 510-0091-0350-00 and 510-0091-0481-00.

In Witness Whereof, Joann Luehrman, Trustee of the Aileen K. Luehrman Trust as Grantor has caused her signature to be hereunto subscribed on Jan 16, 2016


Joann Luehrman, Trustee of the Aileen K. Luehrman Trust as Grantor

STATE OF OHIO
COUNTY OF HAMILTON

BE IT REMEMBERED, that before me a Notary Public in and for said State, personally appeared Joann Luehrman, Trustee of the Alleen K. Luehrman Trust as Grantor who executed the foregoing instrument, as grantor and that the signing and execution of the said instrument is her free act and deed and the free act and deed of the Alleen K. Luehrman Trust as Grantor

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my Notarial Seal this on 19 February 2016.

Christen Joksvold
NOTARY



Christen Joksvold
Notary Public, State of Ohio
My Commission Expires 08-16-2020

Instrument prepared Without a title search or opinion by
Robert W. Cettel, Esq., Cincinnati, Ohio, cettel@me.com 513-325-2279

PARCEL I.

Situate in Section 8, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of Block "F", White Oak Meadows Subdivision, as recorded in Plat Book 3, page 26, Registered Land Records of Hamilton County, Ohio; thence from said beginning and along the North line of said Registered Land, North 89° 51' West, 498.47 feet to the North terminus of the center line of Coghill Lane; thence North 0° 37' East, 15.00 feet to a point; thence South 89° 51' East, 248.47 feet to a point; thence North 0° 37' East, 85.00 feet to a point; thence South 89° 51' East, 250.00 feet to a point; thence South 0° 37' West, 100.00 feet to the point of beginning.

Containing 0.659 acres of land

PARCEL II.

Situate in Section 8, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of Block "F", White Oak Meadows Subdivision, as recorded in Plat Book 3, page 26, Registered Land Records of Hamilton County, Ohio; thence from said point of beginning North 0° 37' East, 100.00 feet to the real point of beginning for this description; thence North 89° 51' West, 250.00 feet to a point; thence North 0° 37' East, 38.51 feet to a point; thence South 89° 51' East, 250.00 feet to a point; thence South 0° 37' West, 38.51 feet to the point of beginning.

Containing 0.221 acres of land

TOGETHER with an easement for ingress and egress over a strip of land 6 feet on each side of the following described center line: Beginning at the southwest corner of the above described tract; thence North 0° 37' East, 15.00 feet to a point; thence South 89° 51' East, 109.22 feet to the real point of beginning for this easement; thence North 64° 32' 30" East, 153.03 feet to the terminus of this easement.

TOGETHER with and subject to an easement 10 feet in width, lying 5 feet on each side of the center line of an existing aerobic digester affluent line and being more particularly described as follows: Beginning at the northeast corner of the above described tract; thence North 35° 15' 36" West, 14.42 feet to the real point of beginning for this easement; thence South 24° 34' West, 83.15 feet to a point; thence North 89° 49' West, 50.50 feet to a point; thence North 80° 07' West, 106.83 feet to a point; thence North 76° 41' West, 33.89 feet to a point; thence North 80° 36' West, 18.74 feet to a point; thence North 62° 29' West, 32.18 feet to a point; thence South 27° 35' West, 17.24 feet to a point; thence South 0° 11' West, 18.00 feet to a point; thence South 58° 28' East, 43.00 feet to the terminus of this easement.

SUBJECT to an easement for ingress and egress over a strip of land 7.5 feet on each side of the following described center line; From the southwest corner of the above described tract;

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 8/17/1807

CAGIS -

EXHIBIT C

**LEGAL DESCRIPTION
ACCESS EASEMENT
0.5409 ACRES**

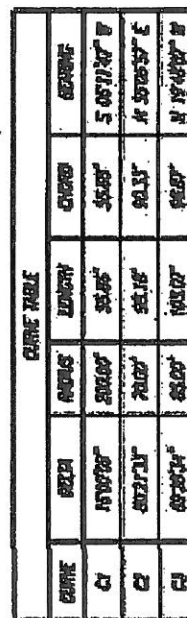
SITUATE IN SECTION 8, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF WHITE OAK MEADOWS, BLOCK "F" AS RECORDED IN PLAT BOOK 3, PAGE 26 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, THENCE LEAVING THE NORTHERLY LINE OF SAID WHITE OAK MEADOWS, BLOCK "F", NORTH 05°13'44" EAST, 19.38 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED ACCESS EASEMENT; THENCE CONTINUING, NORTH 05°13'44" EAST, 98.94 FEET A POINT; THENCE SOUTH 65°34'40" EAST, 58.48 FEET TO A POINT; THENCE SOUTH 54°19'05" EAST, 79.25 FEET TO A POINT; THENCE SOUTH 15°10'41" WEST, 56.05 FEET TO A POINT; THENCE SOUTH 01°48'17" EAST, 62.36 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A DISTANCE OF 55.86 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 06°11'47" WEST, 55.68 FEET TO A POINT; THENCE SOUTH 14°11'52" WEST, 144.58 FEET TO A POINT; THENCE NORTH 84°42'16" WEST, 98.32 FEET TO A POINT IN THE EASTERLY LINE OF THE AFOREMENTIONED WHITE OAK MEADOWS, BLOCK "F"; THENCE ALONG THE EASTERLY LINE OF SAID WHITE OAK MEADOWS, BLOCK "F", NORTH 05°17'44" EAST, 50.00 FEET TO A POINT; THENCE LEAVING THE EASTERLY LINE OF SAID WHITE OAK MEADOWS, BLOCK "F"; THENCE SOUTH 84°42'16" EAST, 17.69 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 98.18 FEET, THE CHORD OF SAID CURVE BEARS NORTH 55°06'57" EAST, 90.33 FEET TO A POINT; THENCE NORTH 14°56'10" EAST, 49.30 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, A DISTANCE OF 103.07 FEET, THE CHORD OF SAID CURVE BEARS NORTH 19°48'07" WEST, 96.87 FEET TO A POINT; THENCE NORTH 54°32'24" WEST, 62.33 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED ACCESS EASEMENT.

THUS CONTAINING 0.5409 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

FILE:13-0200.LD4-0.5409AC

8111 Cheviot Road - Suite 200 - Cincinnati, Ohio 45247
Phone: (513) 385-5757 - Fax: (513) 245-5161
www.abstractonline-records.com



ACCESS EASEMENT
SECTION-8, TOWN-2, RANGE-1
COLUMBIAN TOWNSHIP, FRANKLIN COUNTY, OHIO
FTR NO: 15-0000 DATE: 11-28-19 ENC: 14-1587-ACCESS



Civil Engineering • Surveying
8111 Cleveland Road, Suite 200 • Cincinnati, Ohio 45247
513-385-5767 • www.theramblers-a-mechanical.com

therewith, and for no other purposes (the "Permitted Use") including, but not limited to, the storage or placement of any items, materials, vehicles, etc., on Grantor Parcel.

2. Maintenance of Easement Area. Grantor and Grantee acknowledge the existing condition of the driveway improvements within the Easement Area as of the Effective Date. Grantee, at its sole cost and expense, shall perform any and all maintenance, repairs or replacements to the Easement Area which shall benefit the public park on Grantor's property and keep it in compliance with the Colerain Township Zoning Resolution as well as any other County and/or State requirements and/or that are reasonably necessary for Grantee's continued use of the Grantee Parcel for period of fifty (50) years ending as of December 31, 2074. In the event that Grantee fails to commence such maintenance, repair or replacement within thirty (30) days after written notice of such needed performance and to diligently pursue the same to completion, then Grantor shall have the right, but not the obligation, to perform such maintenance, repair or replacements at Grantee's sole cost and expense up until December 31, 2074. In order to extend the maximum life of the Access Road/Parking Lot and/or Easement Area which shall benefit the public park on Grantor's property, Grantee shall follow the below maintenance schedule up until December 31, 2074:

- Grantee shall perform visual checks and remove debris removal on and daily/weekly basis;
- Grantee shall restripe and apply a seal coat every 4 to 5 years Easement Area & Access Road & Parking Lot;
- Grantee shall contact a contractor to repair potholes and cracks as soon as such potholes and cracks appear on the Easement Area & Access Road & Parking Lot to avoid further freeze/thaw damage;
- Grantee shall repave Easement Area & Access Road & Parking Lot every 25 to 30 years (depending on maintenance and upkeep).

3. Grantor Improvement of Easement Area; Relocation of Easement Area. Grantor, at Grantor's expense, shall have the right, but not the obligation, to improve the Easement Area to the benefit of the public park on Grantor's property, or any portion thereof, in Grantor's sole and absolute discretion. Further, Grantor shall have the right to relocate the Easement Area on the Grantor Parcel, at Grantor's sole cost and expense; provided, however, that the relocated Easement Area must be sufficient for Grantee's continued use of the Easement.

4. Grantor Use of Easement Area. Grantor shall have the right to use the Easement Area for any purpose including, but not limited to, those which benefit the public park on Grantor's property despite any rights which may be granted to Grantee under this Agreement. Grantor shall not construct any building or other structure within the Easement Area without the consent of Grantee for the duration of this Agreement.

5. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor from any and all claims, liability, damages, losses, costs, penalties, fees, and expenses (including, without limitation, attorney's fees) that may be incurred by the Grantor in connection with any negligent acts or omissions of Grantee, its heirs, successors or assigns, or their respective contractors, agents, invitees, guests, or licensees, with respect to the Access Easement or the matters covered by this Agreement.

6. Termination or Revocation. Grantor and Grantee hereby acknowledge and agree that the rights granted hereunder extend exclusively and solely for the continuation of Grantee's Use within the Grantee Parcel, subject to the Permitted Use, and for no other purposes whatsoever without the prior written consent of Grantor. The parties further acknowledge and agree that the foregoing limitation on the use of the Easement and Basement Area is a material term to this Agreement, and Grantor would not have granted the Easement without such restriction. In the event that Grantee's use of the Grantee Parcel should cease, materially change from the Grantee's Use (as conducted thereon as of the Effective Date), or violate the Permitted Use, then Grantor shall have the right to terminate this Agreement by (a) delivering written notice to Grantee and (b) filing an affidavit of facts in the real property records of the county attesting to such change in circumstances.

7. Costs of Agreement. Grantee shall reimburse Grantor for the reasonable costs incurred in the preparation and recording of this Agreement in the Official Records of Hamilton County, Ohio.

8. Miscellaneous.

(a) Covenants Running With the Land. This Agreement shall be deemed to constitute covenants, conditions, restrictions or easements, all of which shall run with the Parcels and bind the Parcels, and shall be binding upon and inure to the benefit of any part and all of said Parcels, and all present and future parties having any right, title or interest in all or part of said Parcels and their respective mortgagees, tenants, invitees, licensees, guests, customers, agents, heirs, executors, administrators, successors, and assigns forever. Liability for the obligations of each of Grantor or Grantee shall be limited to the period of time during which each shall have owned an interest in their respective Parcel and shall be limited from time to time to the obligations related to the portion of said Parcel that each such party then owned.

(b) Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Agreement, or any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

(c) Notices; Consents. Any notice, request, demand, approval, or consent given or required to be given under this Agreement shall, except as otherwise expressly provided, be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, or sent by reputable overnight carrier, receipt or proof of delivery required, to the other party at the address set forth in the preamble of this Agreement or at the last changed address given by the party by notice, and to any successors or assigns of any party at the address given by notice.

(d) Amendment; Cancellation. No amendments or modifications of this Agreement shall be effective without the prior written consent of the then current owners of the Parcels at the time of such amendment or modification. Except as detailed under Section 6, no default under this Agreement shall entitle either party to terminate, cancel or otherwise rescind this Agreement.

(e) Binding Effect. The covenants, agreements and undertakings set forth in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

(f) No Waiver; Remedies not Exclusive. No delay or omission by a party hereto to exercise any right or power occurring upon any noncompliance or failure to perform by any other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of any of the covenants, conditions or agreements hereof to be performed by any other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained. The remedies of the Parties arising under the clauses and covenants of this Agreement and by operation of law shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others or in exclusion of any remedies available at law or in equity but not specifically provided for in this Agreement.

(g) Disputes; Prevailing Party. If any litigation arises under this Agreement, the prevailing party (which term shall mean the party which obtains substantially all of the relief sought by such party) shall be entitled to recover, as a part of its judgment, reasonable attorneys' and paralegals' fees, court costs and expert witness fees.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(i) Relationship of Parties. Nothing contained in this Agreement shall be construed to make the Parties hereto partners or joint ventures or to render any of said Parties liable for the debts or obligations of the others, except as in this Agreement expressly provided.

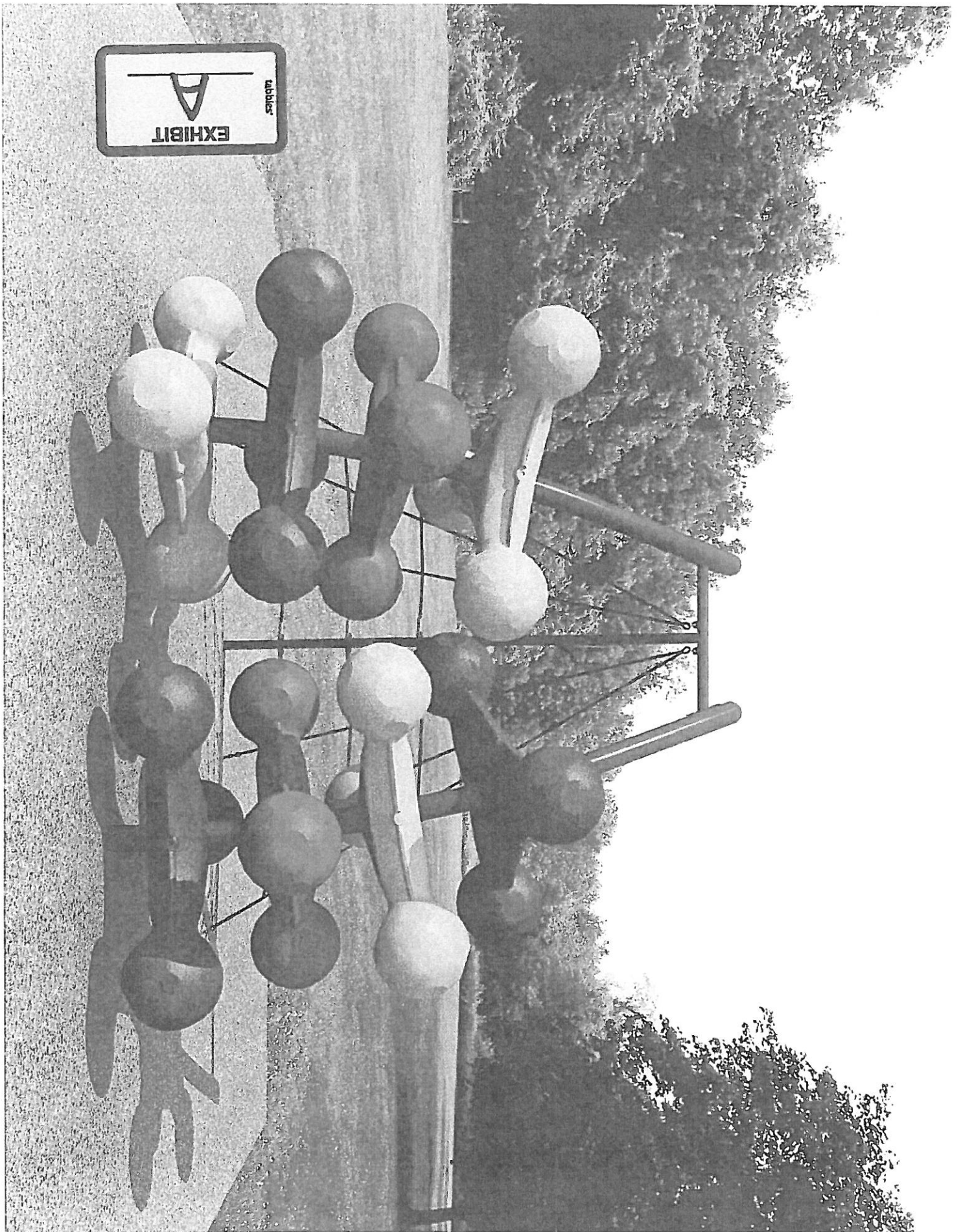
(j) Liability Insurance. Each party shall purchase and keep in force hazard and general liability insurance, including insurance for such party's use of the Easement Area in amounts that are reasonable and customary for similar property.

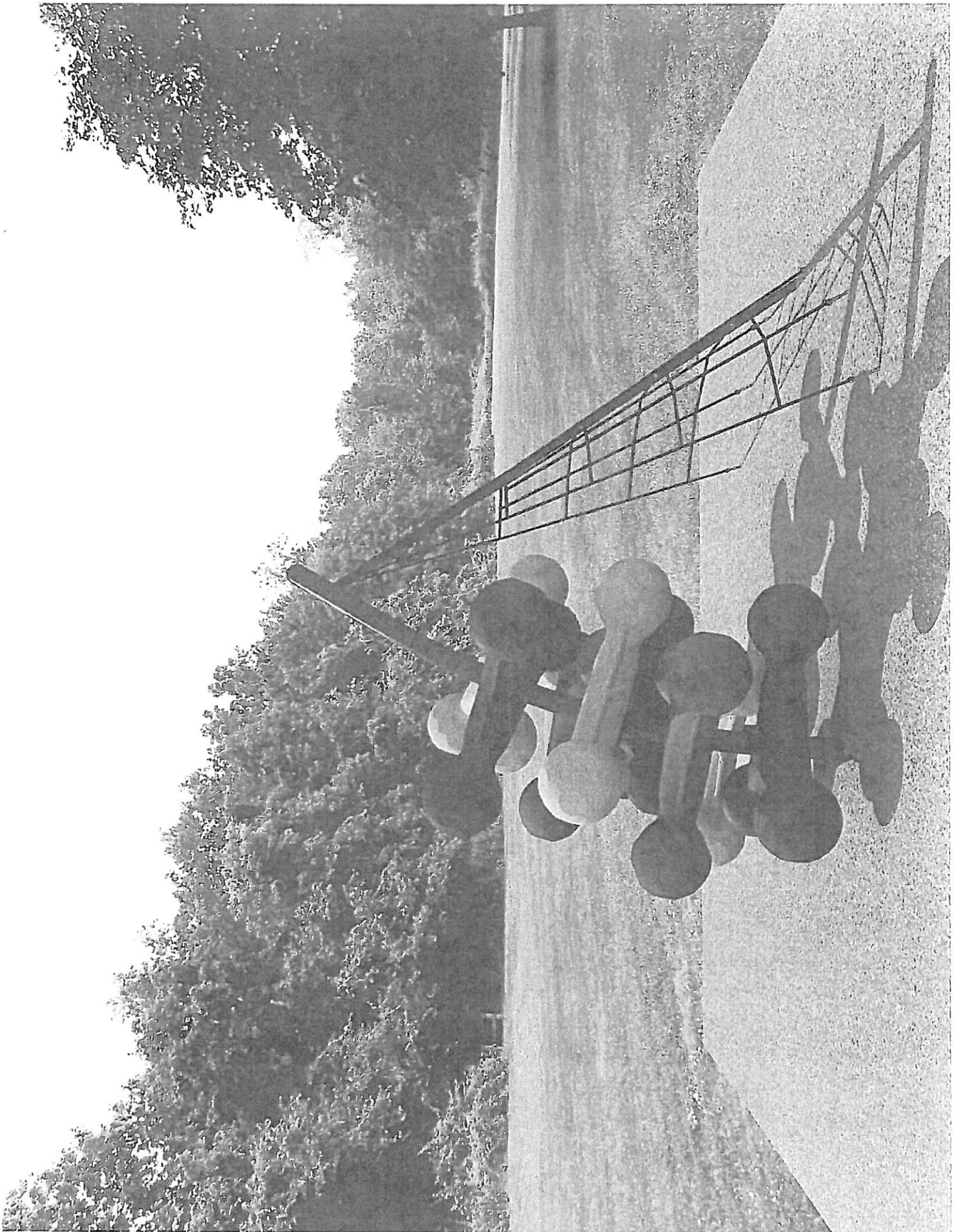
(k) Covenant against Liens. Grantee shall indemnify, defend and hold harmless the other party against and from all claims, loss, cost, damage or expense (including reasonable attorneys' fees and court costs) by reason of any lien or claim for lien for any labor, services or materials performed or supplied which shall have been ordered or contracted for by Grantee or any person acting by, through or under Grantee and which shall be filed against the Grantor's Parcel (or any portion thereof) with respect to work, services or materials supplied or performed by Grantee and permitted under the terms of this Agreement. In the event any such lien is filed, Grantee shall pay and discharge the same of record as promptly as possible but in no event later than ninety (90) days after the filing thereof; provided, however, Grantee shall have the right to contest the validity, amount or applicability of any such lien by appropriate legal proceedings and so long as it shall furnish a bond (if bonding is necessary to secure a stay of execution) and be prosecuting such contest in good faith, the requirement that Grantee pay and discharge such liens as aforesaid shall not be applicable; provided, however, and notwithstanding the above, in all cases where a mechanic's and/or materialman's lien is filed Grantee shall cause any such mechanic's and/or materialman's lien to be bonded off of record within ninety (90) days of the filing of any such lien. When such legal proceedings shall be finally concluded, Grantee shall, within ten (10) days thereafter, cause the lien(s) to be discharged of record.

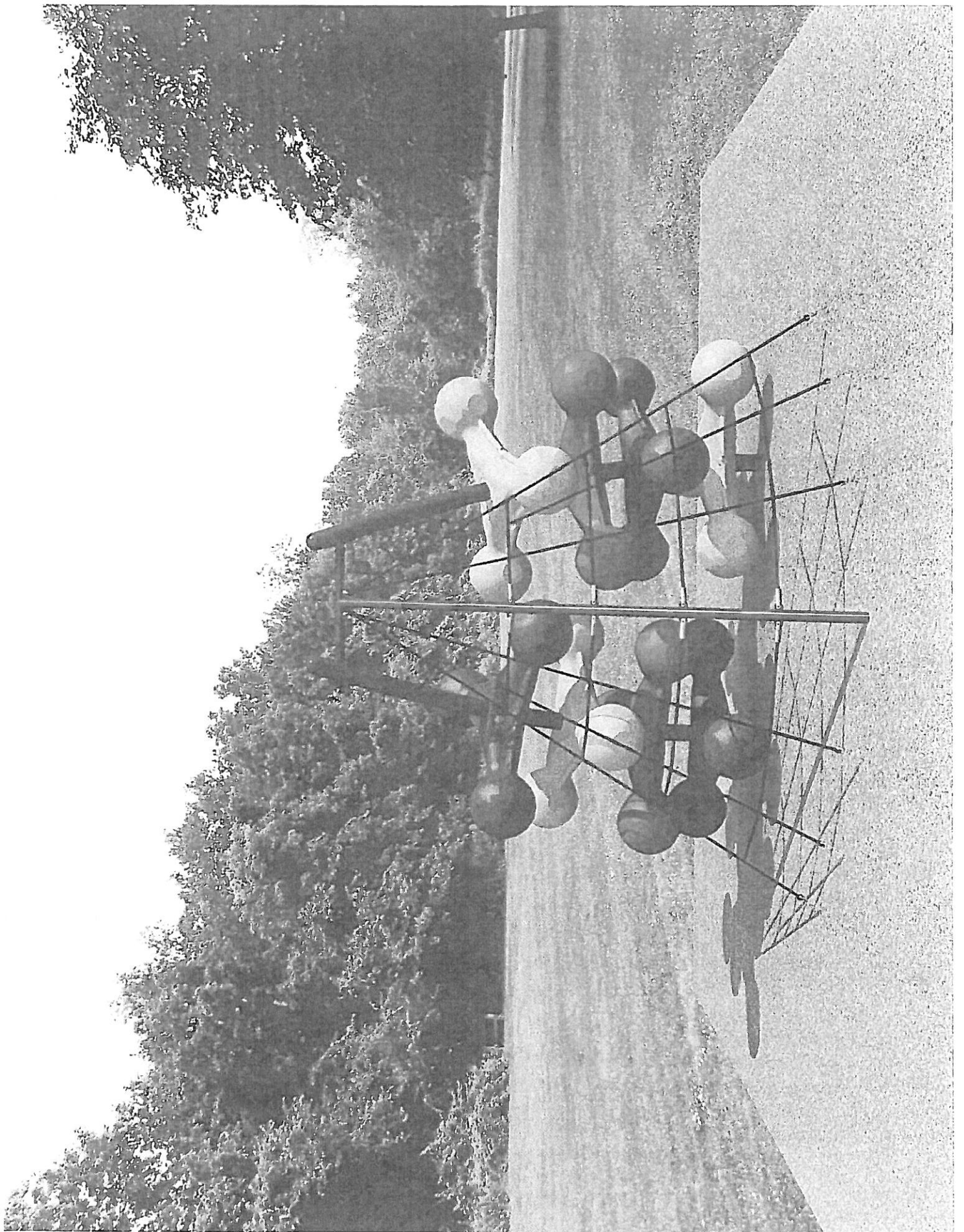
(l) Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(m) Effective Date. The term "Effective Date" means the date that this Agreement is recorded in the Official Records of Hamilton County, Ohio.

[SIGNATURES ON FOLLOWING PAGES]







EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the Effective Date (as defined below) by and between Colerain Township, ("Grantor"), whose address is 4200 Springdale Road, Cincinnati, Ohio 45251, and Willow Creek Property Management LLC, ("Grantee"), whose address is 3460 Oakmeadow Lane, Cincinnati, Ohio 45239, under the following circumstances:

RECITALS

A. Grantor is the owner of certain real property situated in Colerain Township, Hamilton County, Ohio, commonly known as 3460 West Galbraith Road, Cincinnati, Ohio 45239, identified as Parcel 0510-0090-0015-00, and being more particularly described on Exhibit A, attached hereto (the "Grantor Parcel").

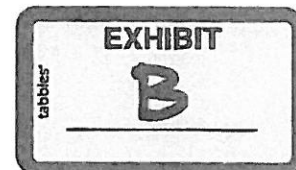
B. Grantee is the owner of certain real property located immediately adjacent to the Grantor Property, situated in Colerain Township, Hamilton County, Ohio, commonly known as 3460 Oakmeadow Lane, Cincinnati, Ohio 45239, identified as Parcel 0510-0091-0350-00, and being more particularly described on Exhibit B, attached hereto (the "Grantee Parcel"; collectively with the Grantor Parcel, the "Parcels").

C. Playground Equipment Services ("PES"), with Grantee's permission, utilizes the Grantee Parcel for playground services including, but not limited to, sales, design, site development, installation, safety surface, athletic turf, and site amenities for playgrounds (the "Grantee Use").

D. Grantee desires to obtain an access easement over the Grantor Parcel for ingress to and egress from the Grantee Parcel in connection with Grantee's use thereof, and Grantor is willing to grant such an easement, in accordance with the terms and conditions of this Agreement which shall benefit the public park on Grantor's property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, Grantor and Grantee agree as follows:

1. Easement Grant. Grantor hereby grants to and for the benefit of Grantee a perpetual, non-exclusive access easement (the "Easement") for the purpose of providing ingress and egress to and from the Grantee Parcel over, on and upon that portion of the Grantor Parcel generally shown on Exhibit C, attached hereto (the "Easement Area"). Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that use of the Easement Area is limited solely for the purposes of ingress and egress in connection



CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Contract - Health Works - Employee Flu Shot and Biometric Screening - \$150 - NOEXP
Recommend approval of all consent items.

Rationale:

Annually, the Township hosts an opportunity for staff to receive flu shots and biometric screenings to promote and support wellness within the workplace.

Proposal for Colerain Township





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

Enclosed you will find the following documents:

1. **Service Estimate** - List of Services and Applicable Pricing (acceptance required). This **quote is based on an estimated number of participants and subject to change**. Note: the following additional fees *may* apply based on the scope of the project: Staff fee (over/under staffing or not meeting minimum participation requirement) and/or Travel fees, *if applicable*.
2. **Service Agreement** - A description and terms of services. Please take a moment to review, some additional fees may apply and will be outlined in this agreement (acceptance required).
3. **Eligibility Template** - If an eligibility template is required, your account manager will notify you.

Service Estimate

Service Estimate	Price	QTY	How Billed	Subtotal
Biometric Screening - (10-24 screening participants) If an event, defined as a separate trip for HealthWorks, happens to fall below 25 participants screened onsite, a minimum site fee will be billed to the client.	\$150.00	1	Flat Fee	\$150.00
Biometric Screening-Finger Stick w/ A1-C - ANTHEM Includes lipid panel, glucose, blood pressure, height, weight, waist, BMI and A1C. HealthWorks will file as preventive claim with Anthem for all participants on the company plan. We will bill the client for rejected claims. Cost is \$69 per participant.	\$0.00	12	Per Participant	\$0.00
Flu Shots Flu shots will be filed through Anthem as a preventative claim. Rejected claims will be billed at \$38/shot.	\$0.00	26	Per Participant	\$0.00
Additional Fees May Apply-See HealthWorks Agreement Below	\$0.00	1	Flat Fee	\$0.00
				\$150.00

Total \$150.00



SERVICE AGREEMENT

Before we get started you need to:

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

Event Details

- Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify HealthWorks at least 8 days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the projected participation and the actual participation).
- Staff will arrive 30-45 minutes prior to event start time to get the room set-up. Please make sure there is a table, 2 chairs, a trash can and an electrical outlet for each screening station.

<u>Event Date</u>	<u>Location</u>	<u>Estimated Participants</u>	<u>Event Time</u>
10/30/24	Biometrics - Room TBD	12	7:00am-9:00am
10/30/24	Flu Shots - Room TBD	26	7:30am-8:30am



Services to be rendered

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

Event Communications: The event schedule and Marketing toolkit will be sent from HealthWorks **one month prior to the event**, *given that HealthWorks has received a signed contract & Eligibility List.*

Appointment Scheduling: Online scheduling provided for appointment bookings. Note, if a paper schedule is needed, client will be responsible for entering the names into the online tool. Client will submit all appointments to HealthWorks via the online scheduler or provide us with a typed Excel spreadsheet no later than 3 business days prior to the scheduled screening date. A \$150 charge will be added for schedules not provided to HealthWorks 3 business days prior to the event.

Aggregate Reporting will be made available 3 weeks after the last screening event. Note, there must be at least 25 participants in order to receive this report. Additional reporting requests are billed at \$50/hr.

Results delivery

Fingerstick results are available immediately and will also be viewable within our portal within 3-5 business days.

Venipuncture results will be available on the HealthWorks portal within 1-2 business days of the screening event.

Offsite screening, *if applicable to your program* (LabCorp or Physician Visit). Please allow 7 business days of our receiving their data to appear in the portal.

Terms and Obligations

Minimums:

- 25 Participation Minimums (must be scheduled consecutively). See additional fees for reduced participation.

Cancellation Policy:

- A \$100 cancellation fee will be charged if canceled after a signed agreement, which helps cover the coordination, scheduling and administration efforts.
- A \$300 cancellation fee will be charged for all screening events cancelled within 7 days of the confirmed date.
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 days of the confirmed date.
- Change of screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event. If HealthWorks needs to send staff from a different region to accommodate new date as the results of the client changing original date, then additional travel fees may apply.

JW

Potential added Fees:

- **Early Start/Late End:** For screening events with start times on or before 6:30am – OR – end times on or after 6:00pm, a \$50 fee will be charged per HealthWorks staff member.
- **Weekend Fee:** an additional \$50 per HealthWorks staff member will be charged for weekend screenings.'
- **Shipping:** Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- **Consecutive appointments:** Client is responsible for monitoring event signups. To avoid overstaffing charges, client must notify HealthWorks at least 8 days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the projected participation and the actual participation).
- **Minimum Participation:** Minimum required is 25 participants scheduled consecutively. For participation of 1-9, there will be a \$300 site fee and 10-24, there will be a \$150 site fee. *Note: participants who elect biometrics only (ht., wt., waist, BP) will NOT be applied to the minimum requirement.*
- **Offsite Screening (Physician or LabCorp):** (If applicable) Collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$20 collection fee plus screening cost, Physician \$12). Set up fees will apply for PCP only campaign clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data

Potential added Fees (continued):

- **Travel/mileage:**
 - Parking fees will be invoiced to the client
 - HealthWorks will invoice the Client for total mileage for any job that is ≥ 80 miles, roundtrip from the closest HealthWorks regional offices. Current IRS Standard Mileage Rate.
 - Cincinnati 45242
 - Columbus 43031
 - Cleveland 44133
 - Toledo 43620
- **Staff Travel Fees:**
 - A half day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 80-100 miles.
 - A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles.
- **Hotel Charges**
 - Hotels charges will be billed directly to client (Note, this does not include incidentals)
 - Pre-event: as required for jobs with travel and a start time before 8:30am
 - Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)

Insurance:

- **Professional and Liability Insurance** will be maintained by HealthWorks. A copy of our policies will be provided upon request

Uninsured / Rejected Claims:

- HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan.
- HealthWorks will file claims for biometric screenings for participants covered by your company's health plan only. Exceptions can be made for Third Party Administrators. Approved carriers are Anthem and Medical Mutual. However, HealthWorks cannot send claims to Medical Mutual at an Anthem event and vice versa. If a participant is not on your specific plan, he/she will have to self pay at the time of service. Your company can also choose to have all uninsured participants direct billed. It is the client's responsibility to communicate to your screening participants if they are to self pay at the time of screening. Failure to do so will result in a direct bill to your company. HealthWorks is not approved to send Medicare/Medicaid claims.

JW

Payment Terms: Net 30. A late fee of 2% per month on outstanding balances after due date will apply.

Privacy:

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

Colerain Township

Signature: *Jeff Weckbach*

Name: Jeff Weckbach

Title: Administrator

Date: 10 / 03 / 2024

HealthWorks

Signature:

Denise Flickner

Name: Denise Flickner

Title: Founder & CEO

Date: 09 / 11 / 2024

Signature Certificate

Reference number: YVNWO-CTYYA-NDVRD-UUBHR

Signer

Renetta Edwards

Email: redwards@colerain.org

Shared via link

Sent:

Viewed:

Signed:

Timestamp

20 Sep 2024 16:11:13 UTC

01 Oct 2024 14:12:15 UTC

03 Oct 2024 16:50:05 UTC

Signature

Jeff Weckbach

IP address: 66.161.212.226

Location: Cincinnati, United States

Document completed by all parties on:

03 Oct 2024 16:50:05 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

