

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - January 28

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Recognition of Cincinnati Moose Lodge #2
 - b. Retirement Proclamation – Firefighter/EMT Aaron Westerfield
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion Authorizing the Township Administrator to Execute an Agreement with Springfield Township to Provide Advanced Life Support (ALS) “First-responder” Services in the West College Hill and Golfway Neighborhoods
 - b. Resolution Declaring a Junk Motor Vehicle - 2628 Haverknoll Dr - 1 of 4
 - c. Resolution Declaring a Junk Motor Vehicle - 2780 Leota Ln. - 2 of 4
 - d. Resolution Declaring a Junk Motor Vehicle - 10160 Snowflake Ln. - 3 of 4
 - e. Resolution Declaring a Junk Motor Vehicle - 10238 Chippenham Ct. - 4 of 4
 - f. Resolution Declaring Property as a Vacant Registrable Property - 2470 Impala Dr - 1 of 3
 - g. Resolution Declaring Property as a Vacant Registrable Property - 3633 Blue Rock Rd. - 2 of 3
 - h. Resolution Declaring Property as a Vacant Registrable Property - 6850 Acre Dr. - 3 of 3
 - i. Motion to Authorize the Township Administrator to Execute a Purchase Agreement with LexisNexis Risk Solutions
 - j. Resolution Declaring Nuisance and Ordering Abatement

Public Services

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- a. Motion Authorizing Township Administrator to Execute an Agreement with Choice One for Right of Way Plans for Springdale Road Sidewalks at a cost of \$88,000
- b. Motion Authorizing Township Administrator to Execute an Agreement for Joseph Road Sidewalk Contracts
- c. Motion Authorizing Change Order for Joseph Road Sidewalk Design with Brandstetter Carroll in the amount of \$12,432.50
- d. Motion Accepting 2024 Road Mileage Certification
- e. Motion to Authorize the Township Administrator to Execute an Agreement with Adleta Construction for the 2025 Road Program for \$1,904,130.54
- f. Resolution to Accept Capital Grant Funding in the Amount of \$75,000 and to Authorize the Township Administrator to Sign all Related Agreements, including the State-Local Project Agreement.

Development

Administration

- a. Resolution to Establish Marino Lighting District and Authorize Township Administrator to Execute all Related Contracts
- b. Resolution to Establish Taylor Glen Lighting District and Authorize Township Administrator to Execute all Related Contracts
- c. Motion Authorizing Township Administrator to Execute Agreement with Hamilton County for Community Development Block Grant Funding in the amount of \$290,000
- d. Motion Authorizing the Administrator to Enter into a License Agreement with Malwarebytes
- e. Motion to Appoint a Trustee to the board of the Colerain Township - City of Cheviot Joint Economic Development District (Liberty Nursing)
- f. Motion Authorizing the Administrator to Enter into an Agreement with Tri-State Visual Products, Inc.
- g. Motion Authorizing the Administrator to Enter into an Agreement with Prosource
- h. Resolution Adopting Safe Routes to Schools Travel Plan

11. Old Business

- a. Resolution to Re-Appoint and Approve Contract with Jeff Weckbach to Serve as Township Administrator
- b. Discussion - FLOCK

12. Consent Items

- a. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Jason

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ADMINISTRATOR

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Barrett - \$22.56 per hour

- b. New Hire - Part Time Receptionist - Administration - Bess Witt - \$20/hour
- c. New Hire- Administrative Clerk- Renae Dawson
- d. Contract - Council on Aging - Insurance Update - No Cost
- e. Contract - High Match - Pre-employment Screenings - \$6,500
- f. Donation Acceptance - Department of Fire and EMS - From Hair Max Beauty Supply Northgate - \$50.00 (Check)
- g. Donation Acceptance - Department of Fire and EMS - From Tara Dahal - \$200.00 (\$50.00 Visa Gift Card x 2, \$100.00 Visa Gift Card x 1)
- h. Donation Acceptance - Department of Fire and EMS - From Chris Marino - \$1,200.00 (Cash)
- i. Donation Acceptance - Police Department - Henry Stoeppel - \$750.00

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

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Recognition of Cincinnati Moose Lodge #2

No action is requested of the Board.

Rationale:

We extend our gratitude and appreciation to Cincinnati Moose Lodge #2 for their generous donations and steadfast support of the Colerain Township Police Department and the Colerain Township Department of Fire and EMS.

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Retirement Proclamation – Firefighter/EMT Aaron Westerfield

No action is requested of the Board.

Rationale:

Recognize retired Firefighter/EMT Aaron Westerfield for 20 years of service to the community.

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



Whereas Firefighter/EMT Aaron Westerfield was hired on November 9th, 2004, as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

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

Whereas Firefighter/EMT Aaron Westerfield retired on December 30th, 2024, after 20 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

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

Be it further resolved that in recognition of all that Firefighter/EMT Aaron Westerfield has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, January 28th, 2025, as a special day of recognition for Aaron Westerfield to acknowledge his contributions to our community and wish him continued success in retirement.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: January 28th, 2025

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

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

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

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of ALS first-responder services in Springfield Township’s West College Hill and Golfway neighborhoods from Fire Station 26 on West Galbraith Road for one year from January 1 – December 31, 2025. The department will be paid \$350.00 for each emergency medical first response incident in the West College Hill and Golfway neighborhoods.

Total 2024 incident responses = 10.
\$350.00 per response = \$3,500.00 cost recovery.
Average incident response = 00:14:24.
Total working time for 10 responses = 03:33:22.
Cost recovery/total working time = \$984.22 per hour.

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

This Agreement (“Agreement”) is made on this ____ day of January, 2025, by and between Colerain Township, Hamilton County Ohio, (hereinafter referred to as “Colerain”) whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 and Springfield Township (hereinafter referred to as “Springfield Township”) whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

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

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

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

**Article I
Term of Agreement**

1. Notwithstanding its execution date, the term of this Agreement shall commence on January 1, 2025 and shall continue, unless terminated pursuant to other provisions of this Agreement, in full force and effect until December 31, 2025.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

**Article II
Services to be Performed Colerain**

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

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

Article III

Professional Standards and Contractor Responsibilities

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

Article IV

Compliance with Applicable Statutes, Ordinances, and Regulations

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

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

Article V

Insurance

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

Article VI Compensation

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

Article VII Waiver

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

Article VIII Termination of Agreement for Cause

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

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

Article IX Governing Law

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

Article X Parties Bound

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

Article XI Legal Construction

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

Article XII Complete Agreement/Prior Agreements Superseded

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

Article XIII Notices

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

Article XIV
Authority to Sign

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

IN WITNESS WHEREOF, the parties herein set their hands at Cincinnati, Ohio, this _____ day of January, 2025.

SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

By: _____
Christopher D. Gilbert
Township Administrator

By: _____
Jeff Weckbach
Township Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

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

Dan Berning, Fiscal Officer
Springfield Township

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

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

PUBLIC SAFETY

Department: 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 - 2628 Haverknoll Dr - 1 of 4
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:

2628 Haverknoll Dr. Cincinnati, OH 45231

1. **(OHIO) GBT2821, 2006, Grey, BMW, 325i**

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 2628 Haverknoll Dr. Cincinnati, OH 45231– Parcel ID 510-0011-0298-00
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 **2628 Haverknoll Dr. Cincinnati, OH 45231– Parcel ID 510-0011-0298-00**

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 **2628 Haverknoll Dr. Cincinnati, OH 45231– Parcel ID 510-0011-0298-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) GBT2821, 2006, Grey, BMW, 325i**

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:

Brodi Conover
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 _____, 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 - 2780 Leota Ln. - 2 of 4

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:

2780 Leota Ln. Cincinnati, OH 45251

1. **(IN)YIV586, 2000, White, Nissan, Sentra**

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 2780 Leota Ln. Cincinnati, OH 45251– Parcel ID 510-0023-1020-00 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 **2780 Leota Ln. Cincinnati, OH 45251– Parcel ID 510-0023-1020-00**

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 **2780 Leota Ln. Cincinnati, OH 45251– Parcel ID 510-0023-1020-00** to be inoperable, extensively damages, and at least three model years old:

A. **(IN)YIV586, 2000, White, Nissan, Sentra**

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:

Brodi Conover
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 _____, 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 - 10160 Snowflake Ln. - 3 of 4
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:

10160 Snowflake Ln. Cincinnati, OH 45251

1. **(OHIO) HSX2609, 2008, Grey, Hyundai, Elantra**
2. **(OHIO) HPS2543, 2000, Black, Toyota, Avalon**

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 10160 Snowflake Ln. Cincinnati, OH 45251– Parcel ID 510-0042-0315-00
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 **10160 Snowflake Ln. Cincinnati, OH 45251– Parcel ID 510-0042-0315-00**

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 **10160 Snowflake Ln. Cincinnati, OH 45251– Parcel ID 510-0042-0315-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO) HSX2609, 2008, Grey, Hyundai, Elantra**
 - B. **(OHIO) HPS2543, 2000, Black, Toyota, Avalon**
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:

Brodi Conover
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 _____, 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 - 10238 Chippenham Ct. - 4 of 4
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:

10238 Chippenham Ct. Cincinnati, OH 45231

1. **(NO PLATE) 2011, Black, Honda, Civic**

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 10238 Chippenham Ct.
Cincinnati, OH 45231– Parcel ID 510-0043-0304-00
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 **10238 Chippenham Ct. Cincinnati, OH 45231– Parcel ID 510-0043-0304-00**

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 **10238 Chippenham Ct. Cincinnati, OH 45231– Parcel ID 510-0043-0304-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO PLATE) 2011, Black, Honda, Civic

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:

Brodi Conover
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 _____, 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 - 2470 Impala 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:

2470 IMPALA 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 28th day of January, 2025, 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.: _____-25

**RESOLUTION DECLARING PROPERTY LOCATED AT 2470 IMPALA DR,
COLERAIN TOWNSHIP, OH 45231, PARCEL ID# 510-0032-0350-90,
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 2470 Impala Dr., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0032-0350-90.

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 2470 Impala Dr, Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0032-0350-90 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 28th day of January, 2025

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:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 28th day of January, 2025.

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 - 3633 Blue Rock Rd. - 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:

3633 BLUE ROCK RD., COLERAIN TOWNSHIP, OH 45247

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 28th day of January, 2025, 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.: _____-25

**RESOLUTION DECLARING PROPERTY LOCATED AT 3633 BLUE ROCK RD.,
COLERAIN TOWNSHIP, OH 45247, PARCEL ID# 510-0082-0067-00,
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 3633 Blue Rock Rd., Colerain Township, Hamilton County, Ohio 45247, Parcel ID# 510-0082-0067-00.

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 3633 Blue Rock Rd., Colerain Township, Hamilton County, Ohio 45247, Parcel ID# 510-0082-0067-00 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 28th day of January, 2025

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:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 28th day of January, 2025.

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 - 6850 Acre Dr. - 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:

6850 ACRE DR., 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 28th day of January, 2025, 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.: _____-25

**RESOLUTION DECLARING PROPERTY LOCATED AT 6850 ACRE DR.,
COLERAIN TOWNSHIP, OH 45239, PARCEL ID# 510-0074-0278-00,
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 6850 Acre Dr., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0278-00.

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 6850 Acre Dr., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0278-00 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 28th day of January, 2025

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:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 28th day of January, 2025.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion to Authorize the Township Administrator to Execute a Purchase Agreement with LexisNexis Risk Solutions
Recommend ADOPTION of the Motion.

Rationale:

The agreement with LexisNexis Risk Solutions will provide the Police Department with an additional search engine for investigative purposes as well as a module to provide crime mapping to the community. The agreement terms are for two years with the first year (1/1/25 through 12/31/25) costing \$5,000 and the second year (1/1/26 through 12/31/26) costing \$6,000. The agreement states that it will continue to automatically renew each year after. The Police Department will annually review this contract to determine the usage, and necessity for renewal.

SCHEDULE A

Accurint Virtual Crime Center Online (Subscription)

Customer Name: Colerain Police Department
 Billgroup #: _____
 LN Account Manager: Suzanne Poulton

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 24 months beginning January 1, 2025 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN an annual subscription fee as detailed in the below AVCC Price Table ("AVCC Annual Subscription Fee"), to be invoiced in equal monthly installments, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement (as further described in Section 2.2) and Accurint for Law Enforcement Mobile. The AVCC Annual Subscription Fee shall include one (1) Database Interface. In the event Customer elects to purchase additional Database Interfaces, Customer shall pay to LN an annual fee of \$1,600.00, to be invoiced in equal monthly installments, for each additional Database Interface.

"AVCC Price Table"	
Year	AVCC Annual Subscription Fee
January 1, 2025 – December 31, 2025	\$5,000.00
January 1, 2026 – December 31, 2026 and continuing each Renewal Term thereafter*	\$6,000.00

* Renewal Terms are subject to the fee increase detailed in Section 2.6

2.2 Accurint for Law Enforcement Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

2.3 Accurint for Law Enforcement Premium Features: Email Search Premium, Real Time Phones and Virtual Identity Search & Report, including when these features are report components.

2.4 Jail Booking Search & Report Option: Access to the Jail Booking Search & Report features are included in the AVCC Annual Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

2.5 Features Not Included: The following Features (“Excluded Features”) are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
InstantID Q&A
Law Enforcement Location Report
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.6 Fee Increases: At the end of the Initial Term and each Renewal Term, all fees herein will be increased 3.00%.

2.7 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 17, 2024**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Colerain Police Department

Signed: _____

Name: _____

Job Title: _____

Date: _____

Accurint for Law Enforcement

(Updated January 28, 2024)

(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00

Page 3 of 10

Confidential

534488.1v2

Customized Schedule A

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
InstantID Q&A (charged per search)	\$1.30
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Wildcard Search	\$0.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00

Customized Schedule A

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous	\$0.00

Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Residents And Phones At Address)	
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00

Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50

Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Reverse Phone Append (not discountable)	\$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurant for Law Enforcement Mobile

(Updated January 28, 2024)

(Plan 44)

PRICE SCHEDULE	
FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Business Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
Phones Plus	\$0.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.00
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00

Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00

Customized Schedule A

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations		
Full legal name of agency:	Main phone number for address*:	
	*If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:	Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:	
Website address:	External Agency IP Address (https://www.whatismyip.com):	
External Agency IP Range – From:	External Agency IP Range – To:	
Agency information:		
☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement
☐ Other (please explain):		
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & last name):	Title:	
E-Mail Address:	Admin IP Address:	
Required for local and municipal agencies:		
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:	
Section III – Billing Information		
Billing Contact (first & last name): check here if same as Administrator ☐	Title:	
Billing Address (street, city, state, zip):	Telephone:	
E-Mail Address:	Sales Tax Exempt:	
	☐ No ☐ Yes – please provide proof of exemption	
Do you require a PO number on invoice:		
☐ No ☐ Yes If Yes, provide PO Number:		
Section IV – Business-to-Business Vendor Reference		
Required for local and municipal agencies:		
Company Name:	Contact:	
Business Address (street, city, state, zip):	Contact Phone Number:	
E-mail Address:	Account Number (if applicable):	

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION

Customer (Company) Name: _____
DBA: _____
Address: _____ City, State, Zip: _____
Contact Name: _____ Phone: _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.

☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
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☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

☐ Fraud Prevention and identity verification purposes

- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name

Title

Dated

(mm/dd/yy)

**Accurant Virtual Crime Center/Accurant Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
 - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

Customer will not provide a de-identified subset of its data to third parties (initials _____).

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful

code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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:

10238 Chippenham Ct	510-0043-0304-00
3390 Gayheart Ct	510-0083-0305-00
9661 Weik Rd	510-0330-0066-00
3084 West Galbraith Rd	510-0060-0040-00
2734 Wheatfield Dr	510-0044-0132-00
3037 Wheatfield Dr	510-0041-0119-00

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>
10238 Chippenham Ct	510-0043-0304-00
3390 Gayheart Ct	510-0083-0305-00
9661 Weik Rd	510-0330-0066-00
3084 West Galbraith Rd	510-0060-0040-00
2734 Wheatfield Dr	510-0044-0132-00
3037 Wheatfield Dr	510-0041-0119-00

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:

Brodi Conover
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 _____, 202__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration
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 an Agreement with Choice One for Right of Way Plans for Springdale Road Sidewalks at a cost of \$88,000

Recommend ADOPTION of the Motion.

Rationale:

Choice One is the current engineering firm that is designing the sidewalks that will be constructed from the Township Administration building to Poole Road on Springdale Road. The original agreement did not include Right-Of-Way design and this change order would adjust the contract to ensure that those plans are properly developed. This change order is for \$88,000 as there is significant right-of-way design associated with this project due to the high number of properties included in the project boundaries. This change order brings the total contract for design and engineering for this project to \$212,576. The Township has received a grant from OKI for half of the construction costs and will seek additional grants for the remaining costs.



Date

December 26, 2024

Attention

Tiphonie Mays
Assistant Township Administrator
tmays@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Amendment to Agreement for Professional Services
Springdale Road Sidewalk Phase 2 (HAM 3.92 Springdale Rd Sidewalk, PID 120861)
HAM-COL-2301

Dear Ms. Mays:

The Agreement referred to herein was executed on 6/26/24 between Colerain Township, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

Colerain Township

Authorized Signature

Date

Choice One Engineering Corporation



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

12/26/2024
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

The Scope of Services will be expanded to include the following:

1. ODOT Right-of-Way Plans

- a. Prepare a set of right-of-way plans to conform to the requirements of ODOT. Fees for preparation are based on acquisition by the Township of up to 5 permanent takes and 17 temporary takes. The set of right-of-way plans will include the following:
 - i. Legend Sheet
 - ii. Centerline Plat
 - iii. Property Map (Showing Total Tract)
 - iv. Summary of Parcels
 - v. Right-of-Way Detail Sheets (scale 1" = 20')
 - vi. ODOT Form Legal Descriptions

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$0.00	\$0.00	\$16,900.00	\$16,900.00
Environmental Document	\$0.00	\$0.00	\$11,176.00	\$11,176.00
Construction Plans	\$0.00	\$0.00	\$96,500.00	\$96,500.00
R/W Plans	\$88,000.00	\$0.00	\$0.00	\$88,000.00
Total	\$88,000.00	\$0.00	\$124,576.00	\$212,576.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed by the ODOT Ellis schedule dates.

PUBLIC SERVICES

Department: Administration
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 an Agreement for Joseph Road Sidewalk Contracts
Recommend ADOPTION of the Motion.

Rationale:

The Township received 11 responses to the public bid for the construction of new sidewalks along Joseph Road. The bid table for the project is attached. At the posting of this agenda, staff was still analyzing the final bids and will have a recommendation prepared for Tuesday night.

PLAN HOLDERS
JOSEPH ROAD SIDEWALK - COLERAIN AVENUE TO CHEVIOT ROAD
COLERAIN TOWNSHIP, OHIO
PROJECT NO. 23097



BID OPEN: 1/17/2025
AT: 2:00PM

BIDDER	TOTAL BID	BID BOND	COMPLETION (IN DAYS)	ADDENDUM RECEIVED
Adleta Construction Greg Gutzwiller 389 South Wayne Ave. Cincinnati OH 45215 (513) 554-1469	\$395,699.74	Yes	107	AD1 ✓
Bansal Construction, Inc. Tracy 3263 Homeward Way Fairfield OH 45014 (513) 874-5410				
Fred A Nemann Co Tim Nemann 6480 Bender Rd Cincinnati OH 45233 (513) 467-9400	\$605,955.05	Yes	107	AD1 ✓ AD2 ✓
Prus Construction Co. Roger Cadle 5325 Wooster Rd. Cincinnati OH 45226 (513) 321-7774	\$478,202.25	Yes	107	AD1 ✓ AD2 ✓
Rack & Ballauer Excavating Company Inc. Scott Rack 11321 Paddy S Run Road Hamilton OH 45013 (513) 738-7000	\$428,348.20	Yes	107	AD1 ✓ AD2 ✓
Ford Development Tommy 11148 Woodward Lane Cincinnati OH 45241 (513) 265-8000	\$395,035	Yes	107	AD1 ✓ AD2 ✓

CS Trucks LLC Colton Thomas Smallwood 5550 Cimarron Rd Mt. Perry OH 43760 (740) 588-3142				
Husac Paving And Excavating Inc. Logan David Huisman 29064 Stout Rd West Harrison IN 47060 (513) 551-0775	\$299,890.00	Yes	107	AD1 ✓ AD2 ✓
Queen City Blacktop Randy Hamilton 2130 Osterfeld St Cincinnati OH 45214 (513) 251-8400	\$392,079	Yes	107	AD1 ✓ AD2 ✓
Straight Edge Construction LLC Jon Ray 75 Salem Ridge Road, Brooksville Brooksville KY 41004 (606) 782-1737	\$311,907	Yes	107	AD1 ✓ AD2 ✓
Hendy Inc Harry Hendy 7968 Wesselman Cleveland OH 45002 (513) 353-4400	\$487,742.50	Yes	107	AD1 ✓ AD2 ✓

PUBLIC SERVICES

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

Motion Authorizing Change Order for Joseph Road Sidewalk Design with Brandstetter Carroll in the amount of \$12,432.50

Recommend ADOPTION of the Motion.

Rationale:

Throughout the design of the Joseph Road sidewalk project, there were two change orders in the design:

1. Additional Stormwater calculations, as required by the Hamilton County Engineer
2. Redesign of the retaining wall to find a solution that would meet ADA requirements

The total for this change order is \$12,432.50. As a reminder, the original contract in 2023 was for \$19,500.

January 16, 2025

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

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

17304 Preston Rd
Suite 1075
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Jeff Weckbach, City Manager
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

RE: Joseph Road Sidewalk Phase II – Additional Services

Dear Mr. Weckbach

There were two primary areas of additional service related to this project. These are storm water calculations for the Hamilton County Engineers Office and the services related to the removal of the retaining wall.

1. The HCEO requested storm runoff calculations related to the increase in peak runoff from the additional hard surface from the sidewalk. Per our July 11, 2023 agreement these services were specifically not included. This is due to each project being unique due to it's hydraulic characteristic.

For a Township sidewalk project several years ago, HCEO requested hydraulic analysis a significant distance downstream of the project. In this project's case, HCEO required an initial hydraulic analysis and then additional analysis after Great Parks agreed to the wall removal.

2. Since the HCEO would not allow a narrow walk installed in front of the wall, the Township and BCI worked together with Great Parks to remove the wall and grade onto their property. These services include additional survey services, meetings and coordination with Great Parks and final revisions to the plans.

We are requesting the following fees for these additional services:

Storm calculations/report/coordination with HCEO	\$5,100.00
Retaining wall survey/design/coordination with Great Parks	<u>\$7,332.50</u>
Total	\$12,432.50

A copy of the July 11, 2023 agreement and accompanying Conference Memo is attached along with our hourly records from August 28, 2023 thru October 11, 2024. These include handwritten notes, hourly totals and associated dollar amounts.

Please review and contact me with questions. I am available to meet and discuss in more detail.



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

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

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

17304 Preston Rd
Suite 1075
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Sincerely,
Brandstetter Carroll Inc.

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

Attachment: Joseph Road Phase II Agreement
Conference Memo
Hourly Records

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

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
COLERAIN TOWNSHIP

Signature

Benjamin E. Brandstetter
Printed Name

President
Title

Date

Signature

Printed Name

Title

Date



PUBLIC SERVICES

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion Accepting 2024 Road Mileage Certification

Recommend ADOPTION of the Motion.

Rationale:

The signed mileage certification form is submitted to ODOT per Ohio Revised Code, Section 4501.04. The form is prepared by the County Engineer and reflects all changes to the total mileage for Colerain Township. At the end of 2024 the total miles certified for the Township is 116.033 miles.



January 14, 2025

Trustees Chamber in Government Complex
Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

Re: 2024 Township System Mileage Certification

Honorable Board:

Please find attached a PDF of the Township Mileage Certification form. This office respectfully requests the necessary action be taken to obtain the required signatures. Please have a signature affixed and return a copy to Michelle McMullen at Hamilton County Engineer's Office, and a copy to Erin Westfall at the Ohio Department of Transportation.

In addition, please submit a summary of the resurfacing accomplished during 2024 within the Township to the Engineer's Office and to ODOT. Thank you for your assistance and if you need further information, please contact Michelle McMullen at 513-946-4299.

Please send responses to:

Michelle.McMullen@hamilton-co.org
Erin.Westfall@dot.ohio.gov

Respectfully,

A blue ink signature of Eric J. Beck, written in a cursive style.

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

EJB:mm
CC: Office File
Enclosures



Ohio Department of Transportation

Office of Technical Services

2024 Township Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2025 or county mileage will be certified by default based on the best information available.

The total certified mileage at the end of Calendar Year 2023 for COLERAIN Township
in HAMILTON County was 116.033 miles

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

Consider all mileage changes that occurred in CY 2024 and determine the net increase or decrease in mileage.
Add the net change to the 2023 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2024

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

Signature of Chairman of Board of Township Trustees

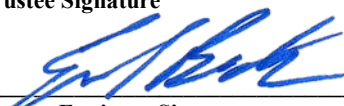
Date

Trustee Signature

Date

Trustee Signature

Date



County Engineer Signature

Jan 16, 2025

Date

Comments:

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

Ohio Department of Transportation

Office of Technical Services

Mail Stop #3210

1980 West Broad St. 2nd Floor

Columbus, Ohio 43223

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

Summary of 2024 ODOT Changes
for Roads in HAMILTON County,
Township 02 , COLERAIN

Certified Mileage for 2023 : 116.033 Miles

TWP	02	Route:	T	Route Name:		Change:	0.000
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Reason For Change

Total Changes: 0.000

Certified Mileage For: 2024 : 116.033 Miles

PUBLIC SERVICES

Department: Administration
Department Director: Tiphany Mays, Assistant Administrator

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

Motion to Authorize the Township Administrator to Execute an Agreement with Adleta Construction for the 2025 Road Program for \$1,904,130.54

Recommend ADOPTION of the Motion.

Rationale:

The Township received six responses to the Request for Bids for the 2025 Road Program. Of these, Adleta Construction was the low bidder at \$1,904,130.54. This cost is \$4,130.54 over budget. Staff will make cuts in other areas to balance the need for the full contract. For the 2025 program the following streets will receive a 2 inch mill and fill:

- Hollyridge
- Chippenham
- Glenknoll
- Hawkhurst
- Hollybrook
- Planet
- Commodore
- Haverknoll
- Cheltenham

A bid alternate was requested for Spiritridge. Due to the high costs, that street is not recommended for the 2025 program.

2025 Road Program Bid Results

Business	Opened at	Bid Alternate Total Spiritridge	Main Bid Total	Total
Adleta Construction	2025-01-16 15:03:18 UTC	\$247,520.65	\$1,904,130.54	\$2,151,651.19
R.A. Miller Construction Co.	2025-01-16 15:03:18 UTC	\$253,416.86	\$2,081,618.07	\$2,335,034.93
John R. Jurgensen Co.	2025-01-16 15:03:22 UTC	\$238,158.06	\$2,086,936.87	\$2,325,094.93
Rack and Ballauer Excavating Co Inc	2025-01-16 15:03:24 UTC	\$241,034.82	\$2,277,296.05	\$2,518,330.87
Prus Construction Co.	2025-01-16 15:03:20 UTC	\$257,989.26	\$2,295,207.07	\$2,553,196.33
Fillmore Construction	2025-01-16 15:03:23 UTC	\$321,853.46	\$2,861,949.77	\$3,183,803.23

PUBLIC SERVICES

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

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

Resolution to Accept Capital Grant Funding in the Amount of \$75,000 and to Authorize the Township Administrator to Sign all Related Agreements, including the State-Local Project Agreement.

Recommend ADOPTION of the Resolution.

Rationale:

The state of Ohio recently signed the Capital Budget Bill, which included \$75,000 to fund a climbing boulder at Heritage Park. Approval of this Resolution will allow the Township Administrator to execute all related agreements with the State of Ohio to ensure funding is able to be received by the Township for this project. Attached is the local agreement template, which will be filled out by ODNR in the coming weeks. There is no match requirement associated with this grant. These dollars were also anticipated and included in the 2025 Budget.

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the Colerain Township, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Tiphannie Mays Assistant Township Administrator Colerain Township 4200 Springdale Road Cincinnati, OH 45251 Tmays@colerain.org
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Colerain Township Heritage Park Climbing Project', (hereinafter referred to as the "Project"). Furthermore, \$1,500.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **HAMI-098C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

1. **Funding Amount.** ODNR agrees to provide the Grantee Seventy-Three Thousand Five Hundred Dollars (\$73,500.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. One Thousand Five Hundred Dollars (\$1,500.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed Seventy-Three Thousand Five Hundred Dollars (\$73,500.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
2. **Project Description.** The Grantee shall use the grant funds for ‘Colerain Township Heritage Park Climbing Project’, a project to purchase and install a 12-foot outdoor climbing boulder at Heritage Park in Cincinnati, OH, all as more fully described in Exhibit A attached hereto.
3. **Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
4. **No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be,

any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
 - b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

COLERAIN TOWNSHIP

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **HAMI-098C**

I, _____, acting as attorney for the
Name and Title of Attorney
_____("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park, Recreation, or Conservation Project Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

EXHIBIT C
TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of Colerain Township ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of Colerain Township ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at
Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-14 comprise the 'Project Information Package. Please complete all forms on pages 3-14 and send with all other requested materials on pages 3-14 (only) to the address or email below. This is the first step in the Project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693
Teresa.Goodridge@dnr.ohio.gov
614-265-6396



BASIC INFORMATION

Awarded Project Sponsor: Colerain Township

Project Sponsor's Address: 4200 Springdale Road
Street Address 1

Street Address 2
Cincinnati, OH 45251
City, State ZIP

Tax Identification Number: 31-6000567

Contact Person: Tiphanie Mays Assistant Township Administrator
Name Title

Email Address: tmays@colerain.org

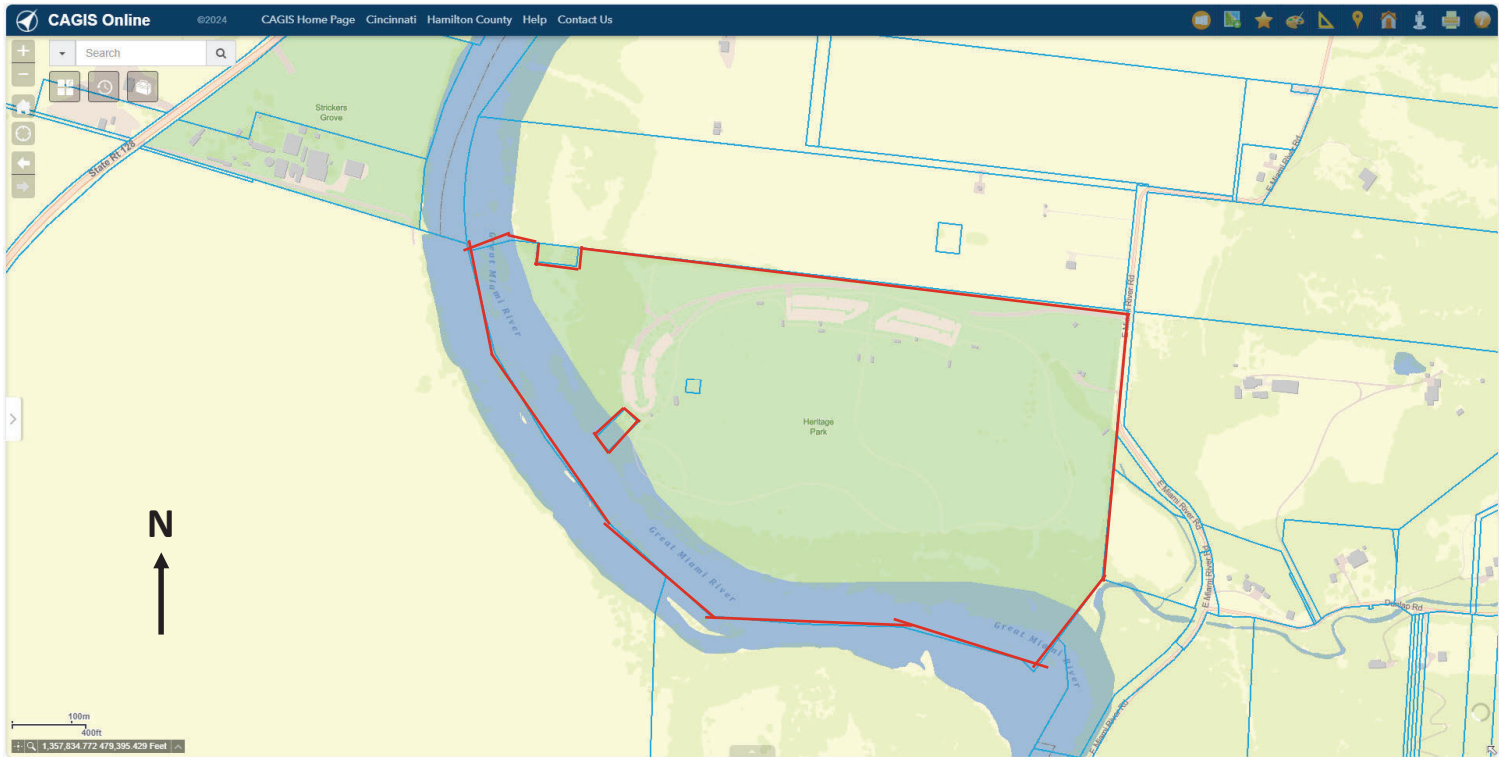
Phone Number: 513-923-5000

Brief Description of Project:

This project includes the purchase and installation of a 12-foot outdoor climbing boulder at Heritage Park. This will provide the public an amenity like no other in the region. The addition of the climbing boulder will attract more visitors, enhance the visitor experience as well as provide an alternative form of fitness.

EXHIBIT B

Colerain Township/Heritage Park - Climbing Project Boundary Map



Tiphonie Mays, Assistant Township Administrator

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 28th day of January, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-25

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CAPITAL
IMPROVEMENT COMMUNITY PARK, RECREATION/CONSERVATION PROJECT
GRANT AGREEMENT**

WHEREAS, the Colerain Township Board of Trustees supported the application filed for the State Capital Improvement funding for a grant to fund a climbing feature at Heritage Park; and

WHEREAS, the Township was successful in receiving a grant in the amount of \$75,000 to fund the project with no match requirements; and

WHEREAS, the Colerain Township Board of Trustees wishes to accept the grant award and authorize the Township Administrator to execute the grant agreement and perform other required acts.

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

1. That the Board of Trustees hereby formally accepts the grant award from the Ohio Department of Natural Resources acting through its office of Real Estate Land Management in the amount of \$75,000 (seventy-five thousand dollars) with no grant match necessary.

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, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

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

Mr./Mrs. _____ 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 January, 2025.

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:

Brodi Conover
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 January, 2025.

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

Resolution to Establish Marino Lighting District and Authorize Township Administrator to Execute all Related Contracts

Recommend ADOPTION of the Resolution.

Rationale:

Residents of Marino have submitted petitions to have a lighting district created and for street lights to be installed. A public hearing was held on this item on January 7, 2025. The attached resolution would establish the district, permit the administrator to execute the attached agreement, and provide the assessment to each property owner within the district.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

RESOLUTION FOR STREETLIGHTING
MARINO DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Marino:

1. That the petition was filed with the Township Fiscal Officer on November 19, 2024, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on December 10, 2024; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the street and public way of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the street and public way in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for January 7, 2025, was duly and timely served on all lot owners and corporation affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the street and public way in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said street and public way is ten (10) and that the lights shall be of the nature and configuration as described within the attached contract and map.
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: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____th day of January, 2025.

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:

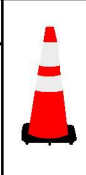
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

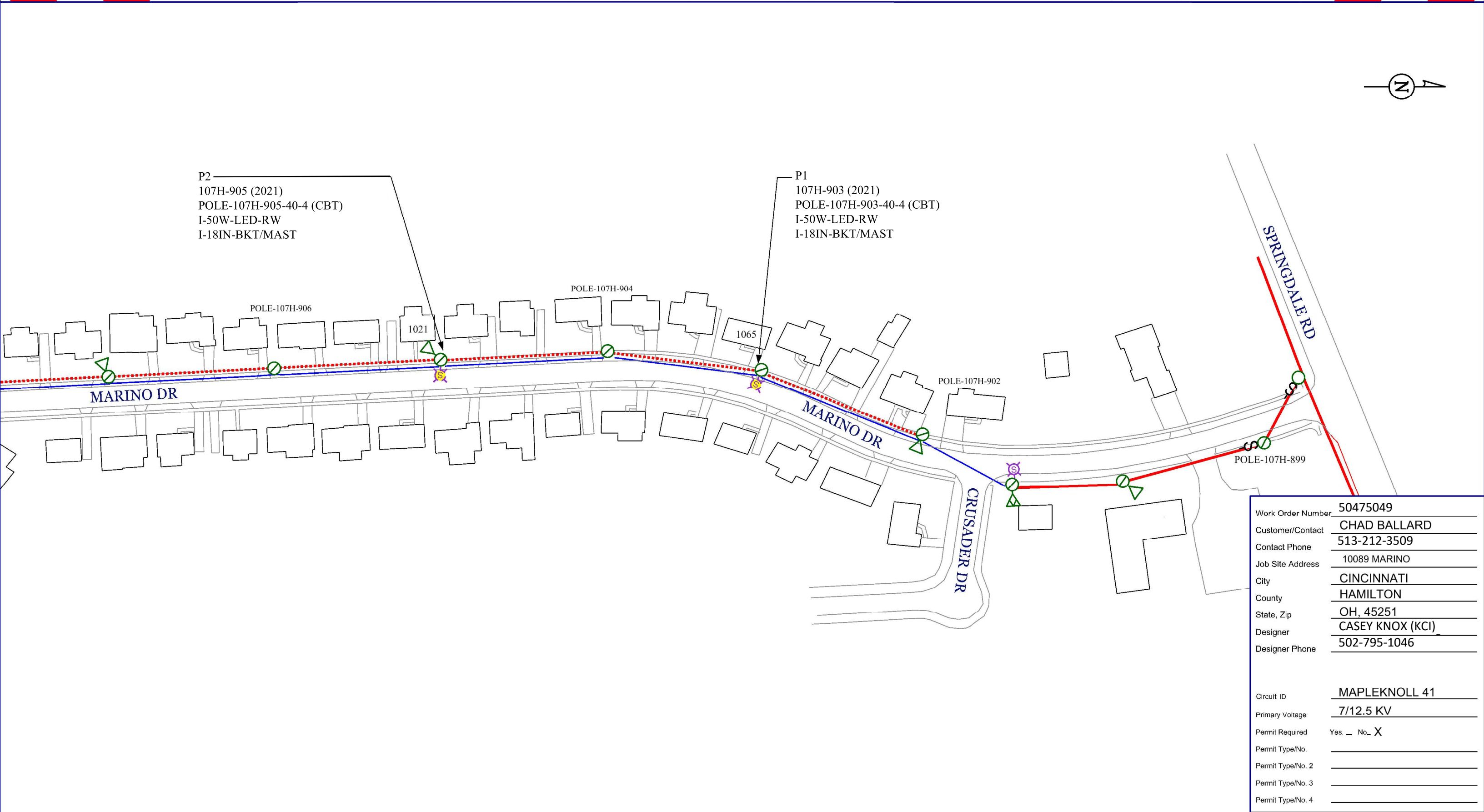
This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal

Officer this _____ day of _____, 2025.

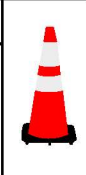
Jeff Baker
Colerain Township Fiscal Officer



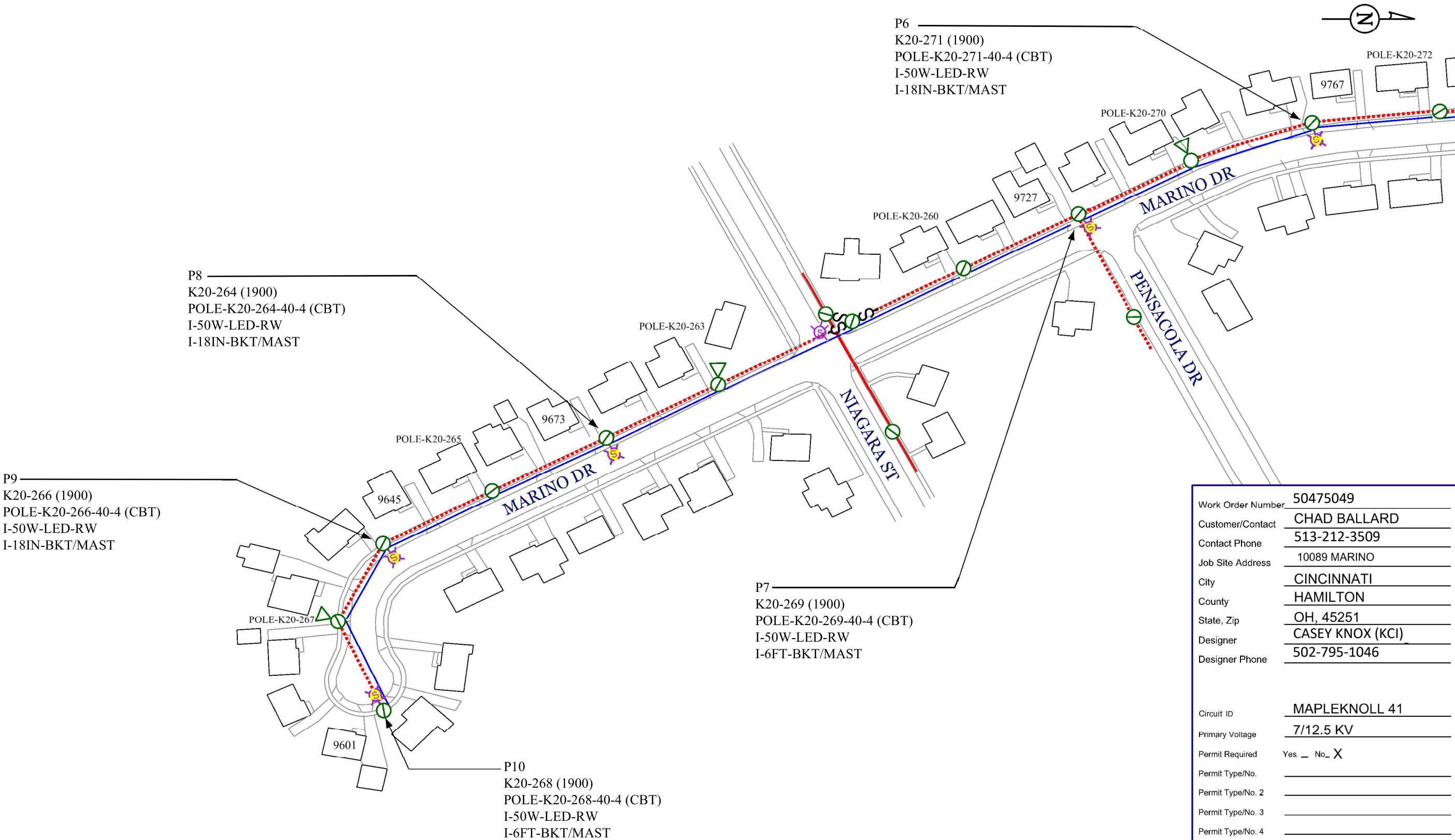
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	50475049
Customer/Contact	CHAD BALLARD
Contact Phone	513-212-3509
Job Site Address	10089 MARINO
City	CINCINNATI
County	HAMILTON
State, Zip	OH, 45251
Designer	CASEY KNOX (KCI)
Designer Phone	502-795-1046
Circuit ID	MAPLEKNOLL 41
Primary Voltage	7/12.5 KV
Permit Required	Yes _ No_ X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	50475049
Customer/Contact	CHAD BALLARD
Contact Phone	513-212-3509
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State, Zip	OH, 45251
Designer	CASEY KNOX (KCI)
Designer Phone	502-795-1046
Circuit ID	MAPLEKNOLL 41
Primary Voltage	7/12.5 KV
Permit Required	Yes _ No_ X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



OH01 LIGHTING SERVICE AGREEMENT

Customer Information:
COLERAIN TOWNSHIP
CHADBALLARD77@YAHOO.COM

..

Project Information:
COLERAIN TOWNSHIP
COLERAIN Ohio 45002

Install
10-50W 3000K Roadway Lights
along Marino Dr.

Account Number:
9101 1821 5766

Work Order Number:
50475049

Duke Energy Representative Contact Info:
Joe Groeschen
joe.groeschen@duke-energy.com
859 250 0319

This Lighting Service Agreement is hereby entered into this 2nd day of December, 2024, between Duke Energy (hereinafter called the "Company") and COLERAIN TOWNSHIP (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC UTILITY COMMISSION OF OHIO.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Joe Groeschen

Date Signed 12/2/2024

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	36.70	0.00	7426.12	7426.12	36.7
1 Years (12) Months	683.86	0.00	0.00	8206.32	36.7
3 Years (36) Months	249.16	0.00	0.00	8969.76	36.7
5 Years (60) Months	175.57	0.00	0.00	10534.20	36.7
7 Years (84) Months	144.26	0.00	0.00	12117.84	36.7
10 Years (120) Months	119.89	0.00	0.00	14386.80	36.7

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	010	LFIX-RW-LED-50-GRAY-III-3000K-M	0.00	3.50	0.17	3.67	36.70
		Rental, Maintenance, F&E Totals:	\$0	\$35	\$1.70		
		Estimated Change to Base Monthly Charge Total					\$36.70

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATE

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|---|--|
| · Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | · Annual kWh divided by twelve (12) months equals monthly kWh. |
| · Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | · Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION - See Section I

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Section I of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The “Schedule of Rates, Classifications, Rules and Regulations for Electric Service”, and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the “Commission”) and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 3 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
 - 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
 - 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
 - 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either party by sixty (60) days written notice. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
 - 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
 - 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
 - 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
 - 8 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or
- THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

- 9 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 10 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 15 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 16 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 17 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

PARCEL ID	#	STREET NAME	2025 pay 2026	2026 pay 2027
510-0041-0169-00	10097	MARINO	72.82	4.23
510-0041-0064-00	10089	MARINO	72.82	4.23
510-0041-0063-00	10083	MARINO	72.82	4.23
510-0041-0062-00	10077	MARINO	72.82	4.23
510-0041-0061-00	10071	MARINO	72.82	4.23
510-0041-0060-00	10065	MARINO	72.82	4.23
510-0041-0059-00	10059	MARINO	72.82	4.23
510-0041-0058-00	10053	MARINO	72.82	4.23
510-0041-0057-00	10045	MARINO	72.82	4.23
510-0041-0056-00	10037	MARINO	72.82	4.23
510-0041-0055-00	10029	MARINO	72.82	4.23
510-0041-0054-00	10021	MARINO	72.82	4.23
510-0041-0053-00	10013	MARINO	72.82	4.23
510-0041-0052-00	10005	MARINO	72.82	4.23
510-0041-0051-00	9997	MARINO	72.82	4.23
510-0041-0050-00	9989	MARINO	72.82	4.23
510-0041-0049-00	9983	MARINO	72.82	4.23
510-0041-0048-00	9975	MARINO	72.82	4.23
510-0041-0047-00	9967	MARINO	72.82	4.23
510-0041-0046-00	9959	MARINO	72.82	4.23
510-0041-0045-00	9949	MARINO	72.82	4.23
510-0041-0044-00	9943	MARINO	72.82	4.23
510-0041-0043-00	9935	MARINO	72.82	4.23
510-0041-0042-00	9927	MARINO	72.82	4.23
510-0041-0041-00	9919	MARINO	72.82	4.23
510-0041-0040-00	9911	MARINO	72.82	4.23
510-0041-0039-00	9903	MARINO	72.82	4.23
510-0041-0038-00	9895	MARINO	72.82	4.23
510-0041-0037-00	9887	MARINO	72.82	4.23
510-0041-0036-00	9879	MARINO	72.82	4.23
510-0041-0035-00	9871	MARINO	72.82	4.23
510-0041-0034-00	9863	MARINO	72.82	4.23
510-0041-0033-00	9855	MARINO	72.82	4.23
510-0041-0032-00	9849	MARINO	72.82	4.23
510-0041-0031-00	9841	MARINO	72.82	4.23
510-0041-0030-00	9833	MARINO	72.82	4.23
510-0041-0029-00	9825	MARINO	72.82	4.23
510-0041-0028-00	9817	MARINO	72.82	4.23
510-0041-0027-00	9809	MARINO	72.82	4.23
510-0041-0026-00	9801	MARINO	72.82	4.23
510-0052-0525-00	9815	MARINO	72.82	4.23
510-0052-0526-00	9807	MARINO	72.82	4.23
510-0052-0527-00	9799	MARINO	72.82	4.23

510-0052-0528-00	9791	MARINO	72.82	4.23
510-0052-0529-00	9783	MARINO	72.82	4.23
510-0052-0373-00	9775	MARINO	72.82	4.23
510-0052-0374-00	9767	MARINO	72.82	4.23
510-0052-0375-00	9759	MARINO	72.82	4.23
510-0052-0376-00	9751	MARINO	72.82	4.23
510-0052-0377-00	9743	MARINO	72.82	4.23
510-0052-0378-00	9735	MARINO	72.82	4.23
510-0052-0379-00	9727	MARINO	72.82	4.23
510-0052-0380-00	9719	MARINO	72.82	4.23
510-0052-0276-00	9711	MARINO	72.82	4.23
510-0052-0277-00	9705	MARINO	72.82	4.23
510-0052-0278-00	3001	NIAGARA	72.82	4.23
510-0052-0279-00	9691	MARINO	72.82	4.23
510-0052-0280-00	9681	MARINO	72.82	4.23
510-0052-0281-00	9673	MARINO	72.82	4.23
510-0052-0282-00	9663	MARINO	72.82	4.23
510-0052-0283-00	9655	MARINO	72.82	4.23
510-0052-0284-00	9645	MARINO	72.82	4.23
510-0052-0285-00	9637	MARINO	72.82	4.23
510-0052-0286-00	9627	MARINO	72.82	4.23
510-0052-0287-00	9619	MARINO	72.82	4.23
510-0052-0288-00	9609	MARINO	72.82	4.23
510-0052-0289-00	9601	MARINO	72.82	4.23
510-0052-0290-00	9604	MARINO	72.82	4.23
510-0052-0291-00	9616	MARINO	72.82	4.23
510-0052-0292-00	9650	MARINO	72.82	4.23
510-0052-0293-00	9660	MARINO	72.82	4.23
510-0052-0294-00	9668	MARINO	72.82	4.23
510-0052-0295-00	9678	MARINO	72.82	4.23
510-0052-0296-00	9686	MARINO	72.82	4.23
510-0052-0297-00	9696	MARINO	72.82	4.23
510-0052-0275-00	2998	NIAGARA	72.82	4.23
510-0052-0354-00	9726	MARINO	72.82	4.23
510-0052-0369-00	9742	MARINO	72.82	4.23
510-0052-0370-00	9758	MARINO	72.82	4.23
510-0052-0371-00	9768	MARINO	72.82	4.23
510-0052-0372-00	9776	MARINO	72.82	4.23
510-0052-0515-00	9790	MARINO	72.82	4.23
510-0052-0524-00	2998	ATWATER	72.82	4.23
510-0041-0104-00	9804	MARINO	72.82	4.23
510-0041-0105-00	9817	CRUSADER	72.82	4.23
510-0041-0106-00	9828	MARINO	72.82	4.23
510-0041-0107-00	9840	MARINO	72.82	4.23
510-0041-0108-00	9852	MARINO	72.82	4.23
510-0041-0109-00	9864	MARINO	72.82	4.23
510-0041-0110-00	9872	MARINO	72.82	4.23

510-0041-0111-00	9880	MARINO	72.82	4.23
510-0041-0112-00	9888	MARINO	72.82	4.23
510-0041-0113-00	9896	MARINO	72.82	4.23
510-0041-0114-00	9904	MARINO	72.82	4.23
510-0041-0115-00	9912	MARINO	72.82	4.23
510-0041-0116-00	9920	MARINO	72.82	4.23
510-0041-0117-00	9928	MARINO	72.82	4.23
510-0041-0118-00	9936	MARINO	72.82	4.23
510-0041-0119-00	3037	WHEATFIELD	72.82	4.23
510-0041-0135-00	3038	WHEATFIELD	72.82	4.23
510-0041-0167-00	9974	MARINO	72.82	4.23
510-0041-0166-00	9982	MARINO	72.82	4.23
510-0041-0165-00	9988	MARINO	72.82	4.23
510-0041-0164-00	9996	MARINO	72.82	4.23
510-0041-0163-00	10004	MARINO	72.82	4.23
510-0041-0162-00	10012	MARINO	72.82	4.23
510-0041-0161-00	10020	MARINO	72.82	4.23
510-0041-0160-00	10028	MARINO	72.82	4.23
510-0041-0159-00	10036	MARINO	72.82	4.23
510-0041-0158-00	10044	MARINO	72.82	4.23
510-0041-0157-00	10052	MARINO	72.82	4.23
510-0041-0156-00	10060	MARINO	72.82	4.23
510-0041-0155-00	10068	MARINO	72.82	4.23
510-0041-0157-00	10076	MARINO	72.82	4.23
510-0041-0153-00	10082	MARINO	72.82	4.23
510-0041-0152-00	10086	CRUSADER	72.82	4.23
510-0041-0065-00	10094	MARINO	72.82	4.23
510-0041-0170-90	3001	SPRINGDALE	72.82	4.23

To the Auditor of Hamilton County:

The foregoing unpaid assessments, levied by the trustees of Colerain Township due and payable on the date above given, then become and now are a valid lien upon the property herein named, under the provisions of the General Code of Ohio, and the Resolution of the Township, and said assessments are hereby certified to you for collection as provided by law.


 Jeff Baker, Fiscal Officer



PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
HABITAT FOR HUMANITY OF GREATER CINCINNATI	4910 PARA DR CINCINNATI OH 45237	510-0041-0041-00	60

Owner Allie Bishop
Signature: _____

Digitally signed by Allie Bishop
Date: 2024.03.26
22:30:06 -04'00'

3/26/2024

Date: _____

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MOREAU GLORIA J

Address
10239 SEPTEMBER DR
CINCINNATI OH 45251

Parcel Number	Frontage
510-0052-0528-00	60

Owner
Signature: Gloria Moreau
Owner Signature
(If Applicable): _____

Date: 2 May 2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
EARLS DUSTIN WAYNE	9817 CRUSADER DR CINCINNATI OH 452511613	510-0041-0105-00	257.259999999999

Owner
Signature: Dustin Earls

Owner Signature
(If Applicable): Dustin Earls

Date: 2-24-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
HANCOCK PHILLIP & PHILLIP D HANCOCK	10086 CRUSADER DR CINCINNATI OH 452511661	510-0041-0152-00	280.71100860000

Owner
Signature:

Owner Signature
(If Applicable):

Date:

2-26-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
GABBARD KENNETH E J & MICHELLE R	9645 MARINO DR CINCINNATI OH 45251	510-0052-0284- 00	58.420000000000

Owner

Signature:

Owner Signature
(If Applicable):

Date:

3/28/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MEESE EUGENE J

Address
9650 MARINO DR
CINCINNATI OH 452512238

Parcel Number	Frontage
510-0052-0292-00	150.37

Owner

Signature:

Owner Signature

(If Applicable):

Eugene Meese
Diana Singhoff (P.O.A)

Date: 3-7-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [**both husband and wife or any joint owners must sign to represent each parcel**], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
BAILEY ADAM W	9627 MARINO DR CINCINNATI OH 45251	510-0052-0286-00	48.649999999999

Owner
Signature: _____



Date: 3/9/24

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
POTTER RONALD & DEBORAH L	9686 MARINO DR CINCINNATI OH 452512238	510-0052-0296-00	60

Owner
Signature:

Ronald Potter/deceased

Date:

3-7-24

Owner Signature
(If Applicable):

Deborah L Potter

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it,** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)

RODGERS JAMES D & JOHN S

DECEASED

Address

10059 MARINO DR
CINCINNATI OH 452511662

Parcel Number

510-0041-0059-
00

Frontage

56.82

Owner

Signature: _____

Owner Signature

(If Applicable): _____

Date: _____

4/20/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it,** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MOELLER MARK J & STEPHANIE L	10071 MARINO DR CINCINNATI OH 452511662	510-0041-0061-00	56.82

Owner

Signature: Mark Moeller

Owner Signature

(If Applicable): Stephanie Moeller

Date: 4-20-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
OSBORNE JUDITH K	9849 MARINO DR CINCINNATI OH 452511603	510-0041-0032-00	56.869999999999

Owner
Signature: Judith Osborne
Owner Signature
(If Applicable): _____

Date: 2-19-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
HORSLEY KATHERINE E FLANNERY

Address
9927 MARINO DR
CINCINNATI OH 45251

Parcel Number	Frontage
510-0041-0042-00	60

Owner
Signature: Katherine Flannery
Owner Signature
(If Applicable): _____

Date: 11/27/22

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SMITH JERRY D II	9903 MARINO DR CINCINNATI OH 452511605	510-0041-0039-00	60

Owner
Signature: [Signature]

Date: 11/25/23

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SMITH ISAAC E & DIANA L	9809 MARINO DR CINCINNATI OH 452511603	510-0041-0027-00	70.900000000000

Owner

Signature: _____

Owner Signature

(If Applicable): _____

Date: _____

11-28-23

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it,** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
PRINCE JACK J	10065 MARINO DR CINCINNATI OH 45251	510-0041-0060-00	56.82

Owner
Signature: Jack J. Prince

Date: 11-25-23

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
<i>deceased</i> STANLEY GREGORY A & DIANA	10082 MARINO DR CINCINNATI OH 452511661	510-0041-0153-00	67.5

Owner
Signature: _____

Owner Signature
(If Applicable): _____

Date: 11-25-22

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [**both husband and wife or any joint owners must sign to represent each parcel**], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
DIBBLE MELISSA & CHRISTOPHER SNELL	9936 MARINO DR CINCINNATI OH 45251	510-0041-0118- 00	60

Owner

Signature: Melissa Dibble
Chris S Snell

Date: 11/25/2023

Owner Signature

(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

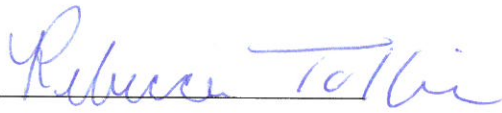
Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
TOLLIVER REBECCA ANN	9904 MARINO DR CINCINNATI OH 45251	510-0041-0114-00	60

Owner

Signature:



Date:

11-25-23

Owner Signature

(If Applicable):

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
BUCHHOLZ KARL E & CYNTHIA A	9880 MARINO DR CINCINNATI OH 452511604	510-0041-0111-00	60

Owner
Signature: Karl Buchholz

Date: 11-27-23

Owner Signature
(If Applicable): Cynthia Buchholz

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
WILLIAMS CLAIRE JEANNETTE & KURTIS	9828 MARINO DR CINCINNATI OH 45251	510-0041-0106-00	85

Owner

Signature:

Owner Signature

(If Applicable):

Date:

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SMITH KELLY R	10053 MARINO DR CINCINNATI OH 45251	510-0041-0058-00	56.82

Owner

Signature: Kelly Smith

Owner Signature

(If Applicable): _____

Date: 2/10/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MILLER HARRY M & TINA M

Address
10021 MARINO DR
CINCINNATI OH 452511662

Parcel Number
510-0041-0054-
00

Frontage
60

Owner
Signature: Harry M Miller

Date: 2-10-24

Owner Signature
(If Applicable): Tina M Miller

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

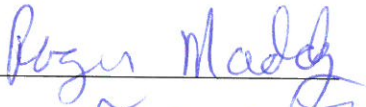
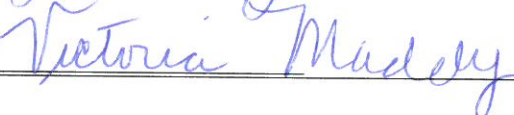
By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MADDY VICTORIA & ROGER D	10005 MARINO DR CINCINNATI OH 452511662	510-0041-0052- 00	60

Owner Signature:		Date: <u>2-16-2024</u>
Owner Signature (If Applicable):		

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
VAN BENSCHOTEN NICHOLAS ANDREW & LISANNE ST ONGE VAN BENSCHOTEN	9783 MARINO DR CINCINNATI OH 45251	510-0052-0529- 00	60

Owner

Signature:

Lisanne Vanbenschten

Owner Signature

(If Applicable):

Nicholas Vanbenschten

Date:

2/10/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
DILLION JACQUELINE S	9799 MARINO DR CINCINNATI OH 45251	510-0052-0527- 00	60

Owner
Signature: Jaqueline S. Dillon
Owner Signature
(If Applicable): _____

Date: 10 Feb 24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
HANCOCK WANDA L	10076 MARINO DR CINCINNATI OH 452511661	510-0041-0157-00	65.409999999999

Owner
Signature: Wanda L. Hancock

Date: 2-10-2024

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
SUTTON BASIL R & CONNIE J

Address
10052 MARINO DR
CINCINNATI OH 452511661

Parcel Number
510-0041-0157-
00

Frontage
68.670000000000

Basil R. Sutton

Owner
Signature: *Connie J. Sutton*

Date: *7-18-24*

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
FESEVUR SAMANTHA LEE & JACOB MICHAEL	9872 MARINO DR CINCINNATI OH 45251	510-0041-0110- 00	60

Owner
Signature: 

Owner Signature
(If Applicable): 

Date: 2/10/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MCCLURE AARON	9735 MARINO DR CINCINNATI OH 452512239	510-0052-0378-00	60

Owner
Signature: Aaron McClure

Owner Signature
(If Applicable): Aaron McClure

Date: Feb 10, 2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
DOUGLAS JOE E & CINDY LOU	10012 MARINO DR CINCINNATI OH 452511661	510-0041-0162-00	60

Owner
Signature: Joe & Cindy Douglas
Owner Signature
(If Applicable): Joe Douglas

Date: 2-10-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
BRUNER HAROLD	10036 MARINO DR CINCINNATI OH 452511661	510-0041-0159- 00	60

Owner
Signature: Harold Bruner

Owner Signature
(If Applicable): _____

Date: 11-25-2023

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MARSHALL NATOMBI

Address
9637 MARINO DR
CINCINNATI OH 45251

Parcel Number
510-0052-0285-
00

Frontage
48.649999999999

Owner
Signature: _____

Owner Signature
(If Applicable): _____

Date: 3/12/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
WISLER JOHN J III	9609 MARINO DR CINCINNATI OH 45251	510-0052-0288-00	37.579999999999

Owner
Signature: _____

Owner Signature
(If Applicable): _____

Date: 3/14/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it.** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the **Estimated** cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SOWARDS VERONICA	9616 MARINO DR CINCINNATI OH 45251	510-0052-0291-00	61.350000000000

Owner

Signature:



Owner Signature

(If Applicable):

Date:

3/12/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
KORB MARLENE A	9660 MARINO DR CINCINNATI OH 452512238	510-0052-0293- 00	60

Owner
Signature: Mark A. Fitzgale

Owner Signature
(If Applicable): _____

Date: 3/11/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MORGAN NICHOLAS T

Address
9678 MARINO DR
CINCINNATI OH 45251

Parcel Number
510-0052-0295-
00

Frontage
60

Owner
Signature: _____

Owner Signature
(If Applicable): _____

Date: 3-12-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries (a copy of which was attached to the petition at the time I signed it) and a tentative placement of lights. 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel]. 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb. 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill. 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights. 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MARINO HOLDINGS	6323 GEORGETOWN RD HAMILTON OH 45014	510-0041-0057-00	57.3699999999999

Owner
Signature: Greg Kline

Owner Signature
(If Applicable):

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries (a copy of which was attached to the petition at the time I signed it) and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district (both husband and wife or any joint owners must sign to represent each parcel), 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
MARINO HOLDINGS LLC

Address
6323 GEORGETOWN RD
FAIRFIELD OH 45014

Parcel Number
510-0041-0165-00
Frontage
60

Owner

Signature:

Owner Signature

(If Applicable):

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries (a copy of which was attached to the petition at the time I signed it) and a tentative placement of lights. 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel]. 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb. 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill. 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights. 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MARINO HOLDINGS LLC	6323 GEORGETOWN RD FAIRFIELD OH 45014	510-0041-0040-00	60

Owner
Signature: Greg Kline

Date: 3/4/24

Owner Signature
(If Applicable):

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel] 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MARINO HOLDINGS LLC	6323 GEORGETOWN RD FAIRFIELD OH 45014	510-0041-0030-00	58.93

Owner

Signature: [Signature]

Owner Signature
(If Applicable):

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel] 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows

Name(s)
MARINO HOLDINGS LLC

Address
6323 GEORGETOWN RD
FAIRFIELD OH 45014

Parcel Number
510-0052-0371-
00

Frontage
66.439999999999

Owner

Signature: Greg Reed

Owner Signature

(If Applicable):

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries (a copy of which was attached to the petition at the time I signed it) and a tentative placement of lights. 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel]. 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb. 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill. 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights. 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
G & K KLEIN LLC	7112 BLUE ASH RD CINCINNATI OH 45236	510-0052-0372- 00	60

Owner
Signature: [Signature]

Owner Signature
(if Applicable):

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries (a copy of which was attached to the petition at the time I signed it) and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
G & K KLEIN LLC	7112 BLUE ASH RD CINCINNATI OH 45236	510-0041-0107- 00	80.400000000000

Owner
Signature: Greg Klein

Owner Signature
(If Applicable): _____

Date: 3/4/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SPRINGDALE CHAPEL	3001 SPRINGDALE RD CINCINNATI OH 45251	510-0041-0170-90	230.490000000000

Owner
Signature: Eva Helber
Owner Signature
(If Applicable): _____

Date: 3/6/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it. 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated. estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
JPL PROPERTIES III LLC

Address
10018 MEADOWHILLS DR
CINCINNATI OH 45241

Parcel Number
510-0052-0370-
00

Frontage
70.219999999999

Owner
Signature:



Owner Signature
(If Applicable):

Date: 3-3-2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

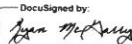
By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
NREA VB III LLC	300 CRESCENT CT STE 700 DALLAS TX 75201	510-0052-0283- 00	60

NREA VB III LLC,	
Owner	By: VineBrook Homes, LLC, its agent
Signature: _____	DocuSigned by: By: 
Owner Signature	Name: Ryan McGarry
(If Applicable): _____	Title: Authorized Signatory
	Date: 3/1/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

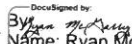
By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
NREA VB II LLC	300 CRESCENT COURT STE 700 DALLAS TX 75201	510-0052-0354-00	194.63

NREA VB II LLC,	
Owner Signature: _____	By: VineBrook Homes, LLC, its agent
Owner Signature (If Applicable): _____	Digitally signed by  Name: Ryan McGarry Title: Authorized Signatory
	Date: 3/1/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/ **\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/ **\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
REX RESIDENTIAL PROPERTY OWNER A LLC	1505 KING ST EXT STE 100 CHARLESTON SC 29405	510-0041-0119-00	184.63

Owner Signature: _____ Owner Signature (If Applicable): _____		REX RESIDENTIAL PROPERTY OWNER A LLC, By: <u>Vine Brook Homes, LLC, its agent</u> <u>[Signature]</u> Name: <u>Ryan McGarry</u> Title: <u>Authorized Signatory</u>	Date: <u>3/1/2024</u>
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PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

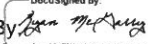
By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it.** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
VB ONE LLC	5550 HUBER RD DAYTON OH 45424	510-0041-0163-00	60

VB ONE LLC,	
Owner	By: VineBrook Homes, LLC, its agent
Signature: _____	DocuSigned by: By: 
Owner Signature	Name: Ryan McGarry
(If Applicable): _____	Title: Authorized Signatory
	Date: 3/1/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

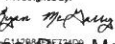
By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
NREA VB II LLC	300 CRESCENT CT STE 700 DALLAS TX 75201	510-0041-0043-00	60

NREA VB II LLC,			
Owner Signature: _____	By:	VineBrook Homes, LLC, its agent	
		DocuSigned by: By 	
Owner Signature (If Applicable): _____	Name:	Ryan McGarry	Date: 3/1/2024
	Title:	Authorized Signatory	

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

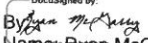
By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
NREA VB IV LLC	300 CRESCENT COURT STE 700 DALLAS TX 75201	510-0041-0063-00	71.989999999999

NREA VB IV LLC,		
Owner	By: VineBrook Homes, LLC, its agent	
Signature: _____	DocuSigned by: By  Name: Ryan McGarry Title: Authorized Signatory	Date: 3/1/2024
Owner Signature (If Applicable): _____		

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [**both husband and wife or any joint owners must sign to represent each parcel**], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the Estimated cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
OHAIR PATRICIA M

Address
10060 MARINO DR
CINCINNATI OH 45251

Parcel Number
510-0041-0156-
00

Frontage
69.900000000000

Owner
Signature: _____

Owner Signature
(If Applicable): _____

Date: _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)
ROBERTS RONNIE

Address
10044 MARINO DR
CINCINNATI OH 45251

Parcel Number	Frontage
510-0041-0158-00	60

Owner

Signature:



Date:

11-18-24

Owner Signature

(If Applicable):

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

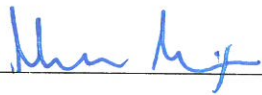
By my signature below, I represent to the Trustees of Colerain Township that: 1) **I am in favor of this proposed lighting district and request that the Trustees establish it,** 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district **[both husband and wife or any joint owners must sign to represent each parcel]**, 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) **I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.**

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the **Estimated** cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
MIXON MICHAEL S	9974 MARINO DR CINCINNATI OH 45251	510-0041-0167- 00	60

Owner
Signature: 
Owner Signature
(If Applicable): _____

Date: 11/18/2024

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is \$4.54 a month/ \$54.42 for the first year to be assessed to your property taxes. Subsequent years through year ten the Estimated cost per home is \$0.34 a month/\$4.08 annually. After the initial term agreement, the Estimated cost per home is \$0.34 a month/\$4.08 annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s) New Owners
Rodney Glaze
DEWS JIMMIE EUGENE & JOYCE

Address
10077 MARINO DR
CINCINNATI OH 452511662

Parcel Number
510-0041-0062-
00

Frontage
64.329999999999

Owner
Signature: Rodney Glaze

Date: 11/18/29

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
BUNGABONG RUBY A	10097 MARINO DR CINCINNATI OH 45251	510-0041-0169-00	214.94

Owner
Signature: RBungabong

Date: 11/14/24

Owner Signature
(If Applicable): Philip Bungabong

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
AGUILAR ALBERTO & KARINA CASTRO ESPITIA	10094 MARINO DR CINCINNATI OH 452511668	510-0041-0065- 00	165.539999999999

Owner

Signature:

Owner Signature

(If Applicable):

Date: 11/18/24

Come
13th

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
<u>new owners</u> TACKETT ISHMAEL & PAULINE	9943 MARINO DR CINCINNATI OH 452511605	510-0041-0044-00	60

Owner
Signature: Elyse M. Her

Date: 11/19/2024

Owner Signature
(If Applicable): _____

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
CALIHAN BRITTANY LYNN & MATTHEW	9997 MARINO DR CINCINNATI OH 45251	510-0041-0051-00	60

Owner
Signature:

Owner Signature
(If Applicable):

Date:

11-19-24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
HOLLEMAN EARLEY M	9920 MARINO DR CINCINNATI OH 452511659	510-0041-0116-00	60

Owner

Signature:

Earley Holleman

Date:

11-19-24

Owner Signature

(If Applicable):

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT

(Ohio Revised Code 515.02, 515.03)

Subdivision or other proposed lighting district identifying name MARINO.

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Approximate cost per home is **\$4.54** a month/ **\$54.42** for the first year to be assessed to your property taxes. Subsequent years through year ten the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. After the initial term agreement, the **Estimated** cost per home is **\$0.34** a month/**\$4.08** annually. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
SCHATZMAN SAMANTHA	10068 MARINO DR CINCINNATI OH 45251	510-0041-0155-00	69.9000000000000

Owner

Signature: 

Owner Signature

(If Applicable): _____

Date: 11/18/24

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution to Establish Taylor Glen Lighting District and Authorize Township Administrator to Execute all Related Contracts

Recommend ADOPTION of the Resolution.

Rationale:

The Developer of Taylor Glen has submitted petitions to have a lighting district created and for street lights to be installed. A public hearing was held on this item on January 7, 2025. The attached resolution would establish the district, permit the administrator to execute the attached agreement, and provide the assessment to each property owner within the district.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

RESOLUTION FOR STREETLIGHTING
TAYLOR GLEN DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Taylor Glen:

1. That the petition was filed with the Township Fiscal Officer on December 5, 2024, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on December 10, 2024; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the street and public way of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the street and public way in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for January 7, 2025, was duly and timely served on all lot owners and corporation affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the street and public way in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said street and public way is ten (10) and that the lights shall be of the nature and configuration as described within the attached contract and map.
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: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____th day of January, 2025.

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:

Brodi Conover
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 _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

**TRUSTEES**

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

CERTIFICATION BY PETITION PRESENTER

I hereby represent to the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, that:

The petitioners signing the attached petition own in the aggregate more than one-half of the front footage of the lots and lands abutting on the streets and public ways in an unincorporated district in this Township hereinafter described.

No lands are included which are more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district.

All plats; boundary descriptions; lighting placement plats; descriptions of fixtures, bulbs, and poles; and cost estimates attached to such petition are to be considered as integral parts of the petition and were attached to each copy of the petition that was circulated before any signature thereon was obtained.

Print Name: Graham S. Parlin

Signature: Graham S. Parlin Date: 12/5/24

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

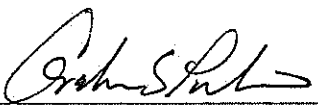
Subdivision or other proposed lighting district identifying name Bevis 2025

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

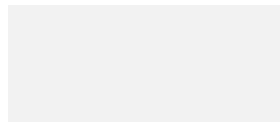
Approximate cost per home is **\$13.00** a month/ **\$156** a year to be assessed to your property taxes. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
Owner Signature:  Date: <u>12/5/24</u>			

PARCELS:

51000340220
51000330081
51000330082



PARCEL ID	<u>2025 pay 2026</u>	<u>2026 pay 2027</u>
51000340220	52.00	52.00
51000330081	52.00	52.00
51000330082	52.00	52.00

To the Auditor of Hamilton County:

The foregoing unpaid assessments, levied by the trustees of Colerain Township due and payable on the date above given, then become and now are a valid lien upon the property herein named, under the provisions of the General Code of Ohio, and the Resolution of the Township, and said assessments are hereby certified to you for collection as provided by law. •

Jeff Baker, Fiscal Officer



OH01 LIGHTING SERVICE AGREEMENT

Customer Information:
COLERAIN TOWNSHIP
N/A
..

Project Information:

Ohio

Account Number:

Work Order Number:
53393639

Duke Energy Representative Contact Info:
Sara Meyers

This Lighting Service Agreement is hereby entered into this 7th day of November, 2024, between Duke Energy (hereinafter called the "Company") and COLERAIN TOWNSHIP (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC UTILITY COMMISSION OF OHIO.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



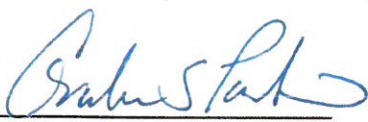
Agreement # DEMOH53393639

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	13.00	0.00	6077.00	6077.00	13

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	LFIX-TRAD-LED-50- BLK-III-3000K-M	0.00	6.37	0.13	6.50	13.00
		Rental, Maintenance, F&E Totals:	\$0	\$12.74	\$0.26		
		Estimated Change to Base Monthly Charge Total					\$13

Special Instructions :

Lumpsum amount of \$6,077.00 to be paid by: TAYLOR GLEN DEVELOPMENT, LLC BY MANAGING MEMBER.

Date: 11/15/24Lumpsum Payer Signature: 

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATE

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|---|--|
| • Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | • Annual kWh divided by twelve (12) months equals monthly kWh. |
| • Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | • Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION - See Section I

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Section I of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 3 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either party by sixty (60) days written notice. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
- 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public rights-of- way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of- way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
 - 10 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
 - 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
 - 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
 - 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
 - 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
 - 15 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
 - 16 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
 - 17 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

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

Motion Authorizing Township Administrator to Execute Agreement with Hamilton County for Community Development Block Grant Funding in the amount of \$290,000

Recommend ADOPTION of the Motion.

Rationale:

Every three years, Hamilton County will evaluate requests for projects to be funded through Community Development Block Grant dollars. In this most recent cycle, the County has awarded funding for four projects:

- \$40,000: Geraldine Sidewalk Improvements and Reconstruction
- \$100,000: Springdale Sidewalk and Pedestrian Improvements
- \$50,000: Groesbeck Park Improvements
- \$100,000: Residential Rehabilitation

Each project will go through a separate procurement process prior to execution.

CDBG Subrecipient Agreement
Colerain Township, Ohio, for 2024-2026 CDBG Program Years Community Projects

This Subrecipient Agreement (the “AGREEMENT”) is entered into on ____ day of _____, 2024 by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) and Colerain Township, Ohio (“Grantee”). The AGREEMENT shall be effective July 1, 2024, (the “Effective Date”) regardless of execution date.

WHEREAS, the County has applied for and received federal Community Development Block Grant (“CDBG”) funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, Hamilton County established the 2024-2026 Community Request Program using HUD CDBG funds in 2024.

WHEREAS, on February 29, 2024, County issued a Request for Applications for the 2024-2026 Community Request Program.

WHEREAS, on April 24, 2024, Grantee submitted its application for the use of funding for a grant in the amount of forty thousand dollars (\$40,000) for the “Geraldine Sidewalk Improvements and Reconstruction” project, one hundred thousand dollars (\$100,000) for the “Springdale Sidewalk and Pedestrian Improvements” project, one hundred thousand dollars (\$100,000) for the “Groesbeck Park Improvements” project, and one hundred thousand dollars (\$100,000) for the “Residential Rehabilitation” project (the “Projects”).

WHEREAS, the County has determined that the Projects meets the conditions set forth in the CDBG Guidelines and desires to grant to the Grantee the amount of forty thousand dollars (\$40,000) for the “Geraldine Sidewalk Improvements and Reconstruction” project, one hundred thousand dollars (\$100,000) for the “Springdale Sidewalk and Pedestrian Improvements” project, fifty thousand dollars (\$50,000) for the “Groesbeck Park Improvements” project, and one hundred thousand dollars (\$100,000) for the “Residential Rehabilitation” project for the provision of the Projects on the terms and conditions contained herein.

In consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **Term:** The Grant term shall commence as of the Effective Date and extend through December 31, 2027, (the “Grant Term”) unless the term of this AGREEMENT is modified in writing or the AGREEMENT is terminated in accordance with the provisions hereof.
2. **Grant Amount and Uses:** Subject to the terms of this AGREEMENT, the County, by and through its Community Development Division of the Department of Planning + Development, hereby grants to the Grantee a one-time grant of money not to exceed

the amount of two hundred ninety thousand (\$290,000) (the "Grant Funds"). The Grant Funds are awarded to the Grantee exclusively to undertake and complete the Projects as described in the attached Scope of Work (Exhibit A). Any other use of Grant Funds without prior written approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the County upon a financial audit.

3. **Disbursement:** Upon execution of this AGREEMENT, the County will disburse the Grant Funds on a reimbursement basis. The Grantee shall invoice the County for Grant Funds and provide documentation on corresponding expenditures in a format acceptable to the County. The County shall deliver such funds to the Grantee within 30 days of receipt of invoice and accepted expenditure documentation. The Grantee shall not submit invoices more frequently than monthly. Grantee shall use the attached "Certification and Request for Payment Form" (Exhibit B) as the coversheet for the invoice and accepted expenditure documentation.

Any additional costs associated with the Projects will be incurred by the Grantee.

4. **Subcontractors:** The Grantee agrees to ensure that qualified personnel and/or contractors complete the Projects. All personnel performing work on the Projects shall be under the direct supervision of the Grantee or the Grantee's contractors. The Grantee agrees to comply with any and all applicable laws governing the selection of contractors under this AGREEMENT.
5. **Records of Grant Funds and Access:** The Grantee shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the Grant Funds consistent with cash basis accounting principles. The Grantee shall keep and preserve all Records for at least three (3) years following the expiration of this AGREEMENT. The County or the County's designated representative, at the County's cost and expense, shall have the right to audit the Records at any time but shall not unreasonably interfere with the Grantee's operations in connection with any such audit.
6. **Unused Grant Funds:** Grant funds not expended or invoiced by the subrecipient prior to the completion of the Grant Term may be reallocated to other projects by the County.
7. **Reporting:** The Grantee will submit semi-annual progress reports as well as a completion report. The format of the reports will be provided by the County. The County reserves the right to require the submission of additional reporting as it relates to the activities included in the Project. Such documentation may include, but is not limited to, verbal updates, reports, spreadsheets, and databases whether in electronic or paper form. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Projects as from time to time may be reasonably requested.

- 8. Adherence to State, Local and Federal Laws, Regulations:** The Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the expenditure of the Grant Funds and the completion of the Project.

All applicable HUD regulations (24 C.F.R. § 0.1 et. seq.) and CDBG regulations (24 C.F.R. § 92.1 et. seq.) will be followed. A link to the CDBG regulations can be found at <https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

The County will process the required Environmental Review and Historic Review prior to issuing a Notice to Proceed with Construction. Choice-limiting actions are not permitted after the Federal Nexus until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the Federal Nexus has resulted in environmental harm. Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition, new construction and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1

Grantee will conduct procurement and review bids and will inform the County of the identity of the successful bidder. The Grantee is required to use the County's Bid Packet when procuring bids. A link to the Bid Packet can be found at [Bid Documents - Hamilton County](#)) and is also included as Exhibit C of this document. The County will approve the selected contractor to ensure full compliance with County and HUD regulations within 5 business days.

- 9. Promotion and Communication of Funds.** As a recipient of Hamilton County CDBG funds, the Grantee agrees to promote the project's use of the funds via a variety of marketing channels that could include: newsletters, e-newsletters, and websites. If there is an onsite event (opening, groundbreaking), the Grantee also agrees to a space for the County banner at the event.

Grantee should use the following terminology/description in its marketing and communication channels:

"Colerain Township is the proud grant recipient of the Hamilton County Community Development Block Grant request program. We received \$40,000 for the "Geraldine Sidewalk Improvements and Reconstruction" project, \$100,000 for the "Springdale

Sidewalk and Pedestrian Improvements” project, \$50,000 for the “Groesbeck Park Improvements” project, and \$100,000 for the “Residential Rehabilitation” project.

Hamilton County supports 43 jurisdictions with CDBG funding on a wide range of projects that improve the quality of life for all residents including: park and playground improvements, senior center improvements, ADA accessibility infrastructure, and façade improvement programs among other community-centered projects.

To find out more about Hamilton County Community Development, please visit:
https://www.hamiltoncountyohio.gov/government/departments/community_development”

10. Termination: This AGREEMENT may be terminated by the mutual written agreement of the parties; or by either party upon thirty (30) days written notice to the other in the event of a party’s substantial failure to perform in accordance with the terms of this AGREEMENT. Expenditures incurred prior to termination shall be submitted and reimbursed in accordance with the terms of this Agreement.

Jeff Weckbach
Township Administrator
Colerain Township

Date

Jeffrey W. Aluotto
Hamilton County Administrator
On behalf of Hamilton County Board of County Commissioners

Date

Approved as to form:

Assistant Prosecuting Attorney

Date

Exhibit A – Scope of Work

Colerain Township's **2025 project "Geraldine Sidewalk Improvements and Reconstruction"** will receive \$40,000 in CDBG funding to install new ADA-compliant sidewalk and reconstruct existing sidewalk to ensure ADA compliance. The upgrades and additions of segments will provide access for residents to this area of the Township in a safe and accessible manner.

This project will take place between 2841 & 2831 Geraldine and between 2850 & 2840 Byrneside Drive, and needs to be completed within 18 months of the grant year start date:

Start Date: July 1, 2025

Completion Date: December 31, 2026

Colerain Township's **2025 project "Springdale Sidewalk and Pedestrian Improvements"** will receive \$100,000 in CDBG funding to install new ADA-compliant sidewalk, reconstruct existing sidewalk to ensure ADA compliance, and install pedestrian crossings to remove accessibility barriers. The current sidewalk does not run on the South side of Springdale Road and is inaccessible to residents on this side of the neighborhood to travel for basic needs (groceries, etc.). This project will provide new access for residents in a safe and accessible manner.

This project will take place on Springdale Road from Colerain Avenue to Niagara, and needs to be completed within 18 months of the grant year start date:

Start Date: July 1, 2025

Completion Date: December 31, 2026

Colerain Township's **2026 project "Groesbeck Park Improvements"** will receive \$50,000 in CDBG funding to make eligible improvements to Groesbeck Park, as identified in a separately funded Master Plan for the property.

This project will take place at Groesbeck Park, 8296 Clara Avenue, Colerain Township, OH 45251, and needs to be completed within 18 months of the grant year start date:

Start Date: July 1, 2026

Completion Date: December 31, 2027

Colerain Township's **2026 project "Residential Rehabilitation"** will receive \$100,000 in CDBG funding to address eligible single-family rehabilitation needs. This project aims to rehabilitate one to two single-family homes that are currently blighted and / or in need of major repairs.

This project will take place at various eligible single-family homes located in Colerain Township, and needs to be completed within 18 months of the grant year start date:

Start Date: July 1, 2026

Completion Date: December 31, 2027

Exhibit B – Certification and Request for Payment Form

[This page purposely left blank – see next page for form]

**Certification & Request for Payment
Hamilton County Community Development**



HAMILTON COUNTY
**Planning +
Development**

Project Name: _____
Project Agency: _____
Project Contractor: _____
Vendor Name: _____

Make Payment to (Circle one): Agency Contractor Vendor

Payment Amount: _____

****Please also submit a payment application or invoice****

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

Agency-authorized Individuals:

1. (Print) _____ Position: _____

1. (Sign) _____ Date: _____

2. (Print) _____ Position: _____

2. (Sign) _____ Date: _____

Comments:

For Office Use Only:

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

PO Number: _____ Program Manager : _____

Project Number: _____ Approved By: _____ Date _____

Amount: _____

Invoice Number: _____ Inv Date _____

Exhibit C – Required Quote and/or Bid Documentation

County staff must ensure that all projects comply with CDBG regulations and will contact you when funds have been approved for expenditure. Please **DO NOT PROCEED** with a project until you have contacted County staff.

Failure to comply with all necessary processes **WILL RESULT IN DELAYS** and projects will have to be re-quoted or re-bid.

Quote Process for Projects \$74,499 or Less

When engineering is completed and the project is ready for bid, contact your Community Development Project Manager. The enclosed "quote packet" will be sent to you and must be placed in the advertised quote document. Quotes can be used for projects estimated at \$74,499 or less.

This "quote packet" includes the following information:

- Federal Contract Compliance Responsibilities
- Minority Enterprise Business (MBE) requirements if over \$25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of \$2,000 or more
- Current Davis Bacon Wage Decision for contracts of \$2,000 or more
- CDBG Terms and Conditions
- Verification of Receipt of All Documents

Bid Process for Projects \$75,000 or Greater

When engineering is completed and the project is ready for bid, contact your Community Development Project Manager. The enclosed "bid packet" will be sent to you and must be placed in the bid document. Formal bids are required if the project is estimated at \$75,000 or more. Quotes can be used for projects estimated at \$74,499 or less.

This "bid packet" includes the following information:

- Specific language required in the bid advertisement (if applicable)
- Federal Contract Compliance Responsibilities
- Section 3 Requirements if over \$50,000
- Minority Enterprise Business (MBE) requirements if over \$25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of \$2,000 or more

- Current Davis Bacon Wage Decision for contracts of \$2,000 or more
- CDBG Terms and Conditions
- Sample Certification and Request for Payment
- Verification of Receipt of All Documents

All quote and bid documentation can be found and accessed on Hamilton County Community Development's website:

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

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 License Agreement with Malwarebytes
Recommend ADOPTION of the Motion.

Rationale:

This quote for a Continuing License Agreement would allow the Township to continue to subscribe to Malwarebytes Threatdown Advanced and Threatdown Advanced Server malware protection services. These services provide PC endpoint protection against viruses and malware and are critical for the Township's cybersecurity. The license agreement has a three-year term and a total cost of \$15,859.20.



Quotation

Malwarebytes Corporate Holdco Inc.

3979 Freedom Circle 12th Floor
Santa Clara, CA 95054
United States
www.threatdown.com

Quote #: Q-732531
Date: 12/11/2024 8:27 AM
Expires On: 12/31/2024
Deal Reg #:
PO Number:

BILL TO:

Robert Shepherd
Colerain Township
4200 Springdale Road
Cincinnati
OH 45251
US
+1 (513) 923-5007
rshepherd@colerain.org

LICENSE TO: (If Applicable)

Robert Shepherd
Colerain Township
4200 Springdale Road
Cincinnati
OH 45251
US
+1 (513) 923-5007
rshepherd@colerain.org

CONTACT DETAILS

Alexandra Nazaradeh

(408) 912-2022

anazaradeh@malwarebytes.com

SUBSCRIPTION DETAILS

Subscription Start Date: 1/1/2025
Payment Method: Check
Payment Terms: Net 30
Billing Plan: Annual Invoice (3-yr contract)

Subscription Term: 36
Type: Renewal

PURCHASE SUMMARY

PRODUCT NAME	QTY	Government MSRP	EXTENDED UNIT PRICE	EXTENDED AMOUNT
ThreatDown Advanced (Endpoint Protection, Endpoint Detection & Response, Vulnerability & Patch Management, Application Block, Managed Threat Hunting)	120	USD 130.01	USD 130.01	USD 15,601.20
ThreatDown Advanced Server (Endpoint Protection for Server, Endpoint Detection & Response for Server, Vulnerability & Patch Management, Application Block, Managed Threat Hunting)	1	USD 258.00	USD 258.00	USD 258.00
Standard Support	1	USD 0.00	USD 0.00	USD 0.00

Subtotal USD 15,859.20

Tax USD 0.00

Total USD 15,859.20

Annual Charges (excl. Tax) USD 5,286.40

Terms and Conditions

This Subscription is a Business license and, except where Customer has a Site License, requires one license per Device (as defined in the EULA). The quantity stated above corresponds to the number of Devices that will be licensed.

Where Customer has a "Site License", it shall be identified in the product description of the Order Form. A Site License grants Customer the ability to execute the Software for its internal use within the band purchased and is not limited to a fixed amount of Devices. Site License pricing is banded with bands determined by employee count. The Parties will reevaluate the Site License band at the end of the Subscription Term.

Only Software designated as a 'server' product, as reflected in the Software's official product name and associated release notes, may be executed on a Device running a server operating system. For the sake of clarity, to the extent detailed in its release notes, 'ThreatDown Incident Response' and 'ThreatDown Remediation Connector Solution' may be executed on a server. Each instance of an operating system on a partitioned or virtualized machine shall count as a Device.

This Subscription shall be governed by the terms of the ThreatDown Software License Agreement which can be found at <https://www.threatdown.com/legal/eula/> ("EULA"), unless you have entered into another mutually signed written license agreement with ThreatDown ("Written Agreement"), in such case the Written Agreement shall govern. Subscription & Support fees begin on the later of the Subscription Start Date or the Signature Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term. Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein. All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates. *If the DRAFT watermark is present on this document, the pricing above remains preliminary and is subject to internal approvals before completion of the order.*

Subscriptions to Managed Threat Hunting (MTH) shall be governed by the terms of the ThreatDown Managed Services Agreement which can be found at [ThreatDown Managed Services Agreement](#) ("MTH Terms") unless you have entered into another written managed services agreement with ThreatDown ("Written Managed Services Agreement"), in such case the Written Managed Services Agreement shall govern.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Motion to Appoint a Trustee to the board of the Colerain Township - City of Cheviot Joint Economic Development District (Liberty Nursing)

Recommend ADOPTION of the Motion.

Rationale:

Trustee Wahlert has served as the Township Member of the Liberty Nursing JEDD board since January 2, 2020, when he was appointed to fill the unexpired term of Trustee Insko. He was reappointed to a four-year term on January 4, 2022 and his term expired at the end of 2024.

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 an Agreement with Tri-State Visual Products, Inc.
Recommend ADOPTION of the Motion.

Rationale:

The existing audio-visual system in the Trustee Chambers is ten-years old, has limited functionality, and is nearing obsolescence. Tri-State Visual Products, Inc. has quoted an update that would include a new switch, processor, transmitters, receivers, and a speaker timer system. These upgradew would improve the operation of the projector as well. The total cost to complete the improvements is \$20,555.



8190-A Beechmont Ave. #353, Cincinnati, OH 45255

Robert Shepherd
Colerain Township
Council Chambers AV Upgrade Deluxe

January 6, 2025

<u>Manf.</u>	<u>Item #</u>	<u>Description</u>	<u>Qty</u>
Extron	DXP84	HDMI Matrix Switch 8 x 4	1
Extron	IPCP550	Control Processor	1
Extron	DTP231Tx	HDMI Decora Transmitter	3
Extron	DTP230Tx	HDMI Transmitter	1
Extron	DTP230Rx	HDMI Receiver	4
Dsan	Pro2000	Speaker Timer System	1
	Misc.	HDMI, Cat6 Cables	1
	Labor	To Program, Install Switch, Controls Transmitter, Receivers	1

Total	\$20,555.00
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Prepared by Greg Games
Tri-State Visual Products, Inc.
513-471-7111 / g.games@trivisual.com

Prices quoted are good for 30 days
Prices quoted do not include sales tax or shipping

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 an Agreement with Prosource
Recommend ADOPTION of the Motion.

Rationale:

The Township's copiers are beyond their service life and some are starting to fail. In addition, service costs have increased due to the age of the equipment and the frequency of service calls. This agreement will allow the Township to replace five copiers at the fire stations, two in the Police Department, one that is shared by Public Services and Fire and EMS, and one that is used in Administration. This upgrade will allow the Township to save \$374/month on maintenance fees. The total cost of the replacement is \$49,000.



Prosource Proposal

January 6, 2025



Chuck Weaver

4720 Glendale Milford Rd, Cincinnati, OH 45242

(513) 769-0606 ext. 7791

cweaver@totalprosource.com

totalprosource.com



Colerain Township Value Proposition

- **Total Pro Guarantee** – Colerain Township will receive a 100% customer satisfaction in writing. If we have not exceeded your expectations, we will immediately work to make things right. Prosource will guarantee response time of four hours or less and if Prosource fails to meet these response times, we will make it right by providing a refund in the form of a check for last month's service.
- All equipment that Prosource is proposing is the latest models from Konica Minolta. This will be utilized for main copying, printing, scanning and faxing throughout Colerain Township. This premier manufacturer will allow Colerain Township end users to produce professional, dependable, and durable print products.
- **Escalation Process** – A documented and repeatable process that provides visibility within the Prosource Management and Executive team to ensure a timely resolution and complete customer satisfaction.
- **Implementation Team** – A Prosource assigned project manager will communicate with your team to ensure all of your print environment requirements are met. This includes delivery schedule, equipment installation, on-site technical engineer, and on site training.
 - Production and Color Quality Print Specialists on Prosource Team
- **FM Audit**- Prosource will collect meter readings from any networked printer and automate toner delivery for Colerain Township.
- **Business reviews**- Preformed by Chuck Weaver (Named Account Manager) to continue to benchmark our support to meet the expectations of Colerain Township. Each review will cover items such as: volume reports, service history reports, toner delivery and help desk feedback, rightsizing of units, cost saving opportunities, along with other topics of discussion.
- **Service & Support** – 15 consecutive years of manufacturers' top service ranking. Average technician tenure of 17 years.
 - Uptime- 98% uptime, average usability of equipment in a specified timeframe
 - First call effectiveness- 90% of calls will result in unit performing to manufacturer's specifications



Colerain Township

Current State

EQ ID#	Equip. item desc.	Address	Location Notes	Install Date	Monthly Service Payment	Allowances per Month	Overage Rates	Average Monthly	Average Quarterly	Meter Collection		
G1876	Konica Minolta C454e PC-210, FS-534, FK-511	4200 Springdale Road, Cincinnati, OH 45251	Police Dept	04/06/2021	\$0.00 Cost Per Print Contract with Overages billed Monthly	0 B/W	\$0.00743	4,355	13,065	FM Audit		
				3,548				10,644				
G5064	Konica Minolta C654e PK-520, FS-534, FK-511	4200 Springdale Road, Cincinnati, OH 45251	Police Dept	05/18/2015				0 Color	\$0.05388	1,455	4,365	Vcare
										900	2,700	
G5067	Konica Minolta C654e PK-520, FS-534, FK-511	4200 Springdale Road, Cincinnati, OH 45251	Admin Office/Planning and Zoning			4,328	12,984			FM Audit		
						4,549	13,647					
G5066	Konica Minolta C654e PK-520, FS-534, FK-511	4160 Springdale Rd, Cincinnati, OH 45251	Public Safety	5,445		16,335	FM Audit					
				6,391		19,173						
						Average Monthly Total B/W		15,583				
						Average Monthly Total Color		15,388				
G5080	Lexmark XM3150	11474 Colerain Ave, Cincinnati, OH 45252	Firehouse Station 102	05/18/2015	\$0.00 Cost Per Print Contract with Overages billed Monthly	0 B/W	\$0.01801	424	1,272	FM Audit		
G5073	Lexmark XM3150	11865 Old Colerain, Cincinnati, OH 45252	Training Center							Removed 2/16/23		
G5071	Lexmark XM3150	4300 Springdale Road, Cincinnati, OH 45251	Community Center					1,799	5,397	FM Audit		
G5070	Lexmark XM3150	6000 Thompson Road, Cincinnati, OH 45247	Firehouse Station 103					395	1,185	FM Audit		
G5072	Lexmark XM3150	2850 West Kemper, Cincinnati, OH 45251	Firehouse Station 109					369	1,107	FM Audit		
G5068	Lexmark XM7155 Staple Finisher	3521 Springdale Road, Cincinnati, OH 45251	Firehouse Station 25					1,592	4,776	FM Audit		
G8000	Lexmark XM3150	3360 West Galbraith Rd, Cincinnati, OH 45239	Firehouse Station 26					740	2,220	FM Audit		
								Average Monthly Total B/W		5,319		

Current State Average Monthly Spend: \$1,040.69



EQUIPMENT SOLUTION:

(3) Konica Minolta Bizhub C751i

- 75 Pages per Minute Black & White and Full Color
- Print, Copy, Scan & Fax
- Dual scan automatic document feeder, capacity 300 originals
- Scan up to 280 Images per minute
- 10.1-inch color touch screen
- (2) 500-Sheet drawers for up to 11x 17 paper
- Large Capacity Tray for 2,500 Sheets (Letter)
- Staple Finisher
- 2/3 Hole Punch



(1) Konica Minolta Bizhub C451i

- 45 Pages per Minute Black & White and Full Color
- Print, Copy, Scan & Fax
- Dual scan automatic document feeder, capacity 300 originals
- Scan up to 280 Images per minute
- 10.1-inch color touch screen
- (2) 500-Sheet drawers for up to 11x 17 paper
- Large Capacity Tray for 2,500 Sheets (Letter)
- Staple Finisher
- 2/3 Hole Punch



(5) Lexmark XM3350 Mono Multi-function Printer

- Print, Copy, Scan and Fax Standard
- 50 Pages per Minute Black & White
- Standard Paper Capacity: 550-sheet drawer plus 100 sheet bypass
- Customizable 7-inch color touch screen
- Document Feeder: Std DADF/ 100 sheet capacity
- Scan up to 104 sides per minute



(1) Lexmark XM7355b

- Print, Copy, Scan and Fax Standard
- 55 Pages per Minute Black & White
- Paper Capacity: (2) 550-sheet paper drawers plus 100 sheet bypass
- Lexmark e-Task 10-inch class color touch screen
- Document Feeder: Std DSPF Capacity: 200 originals
- Scan up to 150 images per minute
- Staple Finisher



Proposal Submitted by: Chuck Weaver
Office: 513.769.0606 ext. 7791
Email: cweaver@totalprosource.com

SERVICE ANALYSIS

Full Flex Service

- One Hour Contact Response
- Technical Support
- Parts, Labor, and Supplies (Excluding Paper & Staples)
- Strategic Training & Implementation Plan
- **\$698.00 per Month**
 - **Konica Minolta**
 - Includes 17,300 B/W Impressions per Month. Overages billed Quarterly at \$.00794 B/W
 - Includes 15,000 Color Impressions per Month. Overages billed Quarterly at \$.03276 Color
 - **Lexmark**
 - Includes 5,000 B/W Impressions per Month. Overages billed Quarterly at \$.01369 B/W

Future Monthly Investment

<u>Proposed</u>	
Payment	Term
\$49,000.00	Total Purchase Price
\$209,709.00	Equipment MSRP
\$8,0000 (Value already Included in Total Purchase Price)	Delivery/Installation/Setup, Project Manager, IT Integration, Removal and Recycle of Existing Equipment

**Price includes: delivery, installation, training, project manager, IT integration, removal and recycle of existing equipment.*



Colerain Township Department Breakdown

EQ ID#	Equip. item desc.	Proposed Replacement	Location Notes	Current State Monthly Spend Breakdown (per current AMV)	Future State Monthly Spend Breakdown (per current AMV)	Proposed Equipment Purchase Cost Breakdown
G1876	Konica Minolta C454e PC-210, FS-534, FK-511	Konica Minolta C751i	Police Department	\$282.83	\$191.85	\$18,000.00
G5064	Konica Minolta C654e PK-520, FS-534, FK-511	Konica Minolta C451i				
G5067	Konica Minolta C654e PK-520, FS-534, FK-511	Konica Minolta C751i	Admin	\$277.26	\$149.03	\$10,300.00
G5066	Konica Minolta C654e PK-520, FS-534, FK-511	Konica Minolta C751i	Public Safety	\$384.81	\$252.59	\$10,300.00
G5080	Lexmark XM3150	Lexmark XM3350	Firehouse Station 102	\$7.64	\$5.80	\$1,600.00
G5071	Lexmark XM3150	Lexmark XM3350	Community Center	\$32.40	\$24.63	\$1,600.00
G5070	Lexmark XM3150	Lexmark XM3350	Firehouse Station 103	\$7.11	\$5.41	\$1,600.00
G5072	Lexmark XM3150	Lexmark XM3350	Firehouse Station 109	\$6.65	\$5.05	\$1,600.00
G5068	Lexmark XM7155 Staple Finisher	Lexmark XM7355	Firehouse Station 25	\$28.67	\$21.79	\$2,400.00
G8000	Lexmark XM3150	Lexmark XM3350	Firehouse Station 26	\$13.33	\$10.13	\$1,600.00

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 #4: Expand Recreational Opportunities for all Ages
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Resolution Adopting Safe Routes to Schools Travel Plan

Recommend ADOPTION of the Resolution.

Rationale:

Safe Routes to School (SRTS) is an international movement that uses policies, programs, and infrastructure to encourage youth K-12 to walk and bike to school. SRTS seeks to improve safety conditions near schools and encourage more walking and bicycling when safe to do so. Entities with an approved SRTS plan can apply for up to 100% funding on critical sidewalk projects from the state of Ohio.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of January, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING SAFE ROUTES TO SCHOOLS PLAN

WHEREAS, the Board of Trustees values initiatives that enhance the safety and welfare of the travelling public; and;

WHEREAS, Safe Routes to School (SRTS) is an international movement that uses policies, programs, and infrastructure to encourage youth K-12 to walk and bike to school. SRTS seeks to improve safety conditions near schools and encourage more walking and bicycling when safe to do so; and;

WHEREAS, adopting the Safe Routes to Schools Travel Plan will make Colerain Township eligible for funding from the State of Ohio for the construction of sidewalks throughout the community that will provide vital linkages to the local elementary and middle schools; and

WHEREAS, the Northwest Local School District is in support of this document and helped with the development of this plan.

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

1. The attached School Travel Plan 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 January, 2025.

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:

Brodi Conover
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 January, 2025.

Jeffrey Baker
Colerain Township Fiscal Officer

COLERAIN TOWNSHIP & NORTHWEST LOCAL SCHOOL DISTRICT SAFE ROUTES TO SCHOOL SCHOOL TRAVEL PLAN



Project Team

Lead Contact

Jeff Weckbach

Township Administrator – Colerain Township

513-923-5016

Jweckbach@colerain.org

4200 Springdale Road, Cincinnati, OH 45251

Safe Routes to School Team Members:

Jeff Weckbach, Colerain Township Administrator

Tiphanie Mays, Colerain Township Assistant Administrator

Jeff McElravy, Colerain Township Assistant Administrator

Justin Hussell, Colerain Township Police Sergeant

Maggie Klein, Colerain Township Planner

Regan Armbruster, Miami University Fellow

Darrell Yater, Northwest Local School District Superintendent

Chris McKee, Northwest Local School District Director of Business Operations

Principals – Northwest Local School District Elementary and Middle Schools



Table of Contents

	1
	1
Project Team	2
Safe Routes to School Team Members:	2
Section 1: Introduction	6
Safe Routes to School	6
Safe Routes to School Benefits	6
The E's	7
Target Schools	8
Purpose and Vision	9
Section 2: Existing Conditions For walking and Biking to School	10
Current Student Travel	10
Main Routes for Walking and Biking To School	11
Arrival and Dismissal Process	12
Safety Data Review	12
Existing Programs and Policies	13
District Bus Policies	13
School Travel Policies	13
Existing Encouragement Programs	13
Equity Analysis	15
Section 3: Community Engagement	16
Caregiver Survey	16
Parent Attitudes Towards Walking and Biking	17
Principal Survey	17
Other Public Input (Meetings, Pop-Ups, etc.)	18
Section 4: Recommendations	19
Key Barriers	19
Barrier: <i>Unsafe intersections and midblock crossings on neighborhood streets</i>	19
Barrier: <i>Gaps in the sidewalk network on major roadways</i>	19
Barrier: <i>Gaps in the trail network on major roadways</i>	19
Barrier: <i>School policies restricting bicycle parking</i>	19
Barrier: <i>Lack of activities to encourage students to walk and bike in groups</i>	19



Infrastructure countermeasure Recommendations	20
Non-infrastructure countermeasure Recommendations	22
Implementation	23
Pledge of Support	24
Appendices	25





Figure 1. Example Full Page Image

Section 1: Introduction

Safe Routes to School

Safe Routes to School (SRTS) is an international movement that uses policies, programs, and infrastructure to encourage youth K-12 to walk and bike to school. SRTS seeks to improve safety conditions near schools and encourage more walking and bicycling when safe to do so. Nationally, walking and biking to school has declined dramatically, from 48 percent in 1969 to just 11 percent in 2017.¹ SRTS programs like the Ohio Department of Transportation (ODOT) SRTS Program seek to reverse this trend through a collaborative approach.

Safe Routes to School Benefits

Improve safety for students walking and biking. In recent years, Ohio has seen an increase in the number of people involved in crashes while walking.² Safe Routes to School is focused on improving student safety during their journey to and from school. Through infrastructure improvements, walking and biking to school can become a safer and more appealing choice for children and parents.

Improve physical and mental health. A healthy lifestyle is best cultivated in people while they are children. Regular physical activity is an integral component of a healthy lifestyle and also contributes to mental well-being. For children, bicycling and walking to school provides opportunities to include physical activity as a part of daily life. Daily physical activity is known to improve academic performance and social, emotional, mental and physical health.

Equitable choice for all people. In 2021, the US Census Bureau reported that 7.5 percent of households in Ohio and 104 percent of households in Hamilton County do not have a vehicle.³ For families without cars or those with limited access to cars, it is especially important for children to have safe ways to walk or bicycle to school and around their neighborhood. Additionally, Safe Routes to School improvements benefit not only children, but quality of life for neighborhoods and the entire community. Shifting vehicle trips to walking or biking trips reduces greenhouse gas emissions, decreases school-related traffic congestion, reduces transportation costs, and can lead to greater independence for community members who cannot or choose not to drive.

¹ McDonald NC, Brown AL, Marchetti LM, Pedroso MS. U.S. school travel, 2009 an assessment of trends. Am J Prev Med. 2011 Aug;41(2):146-51. doi: 10.1016/j.amepre.2011.04.006. PMID: 21767721.

² Walk. Bike. Ohio Pedestrian Safety Analysis <https://transportation.ohio.gov/static/Programs/WalkBikeOhio/Walk.Bike.Ohio.PedestrianSafetyAnalysis.pdf>

³ US Census <https://www.census.gov/acs/www/about/why-we-ask-each-question/vehicles/>



The E's

The ODOT Safe Routes to School Program is built upon “E’s” that provide a comprehensive approach to youth traveling to school. The E’s are:



Engineering:

Bringing engineering experts to assist the community in evaluating streets and identifying improvements for walking and biking to school.



Education:

Improving traffic safety and awareness. Teach students how to navigate busy streets and make the connection between active transportation, traffic safety, health, and the environment.



Encouragement:

Providing incentives and support to help students and families try walking or bicycling instead of driving.



Enforcement:

Influencing student or driver behavior through consequences.



Evaluation:

Helping schools measure walking and bicycling through parent surveys and student hand-raising tallies to indicate how students get to school and what barriers should be addressed.



Equity:

Tailoring the STP development process and implementation to meet the specific cultural, linguistic, and contextual needs of the diverse populations within a community including students with disabilities, students of different races, and students in low-income households.



Target Schools

There are six target schools in the Colerain Township Northwest Local School District area. The following tables and maps provide information on the student demographics and school locations.

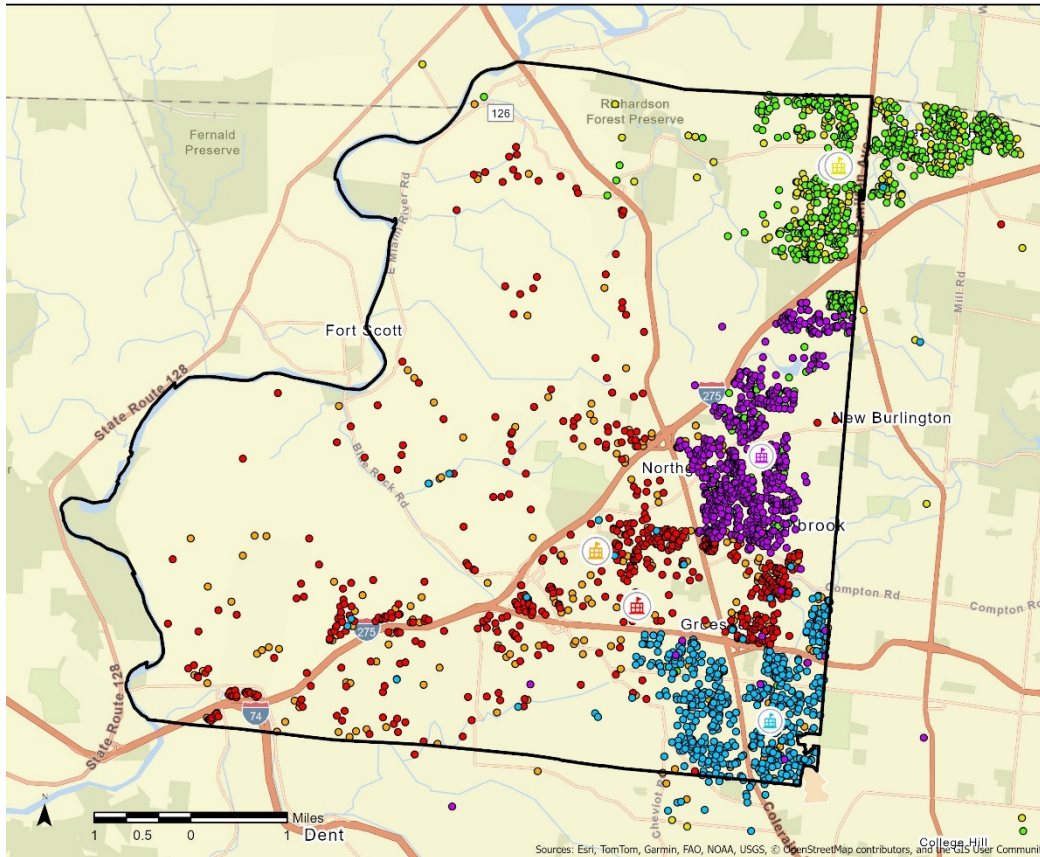
Table 1. Target Schools

School District	School Name	School Address	Grades Served
<i>Northwest Local</i>	<i>Colerain Elementary</i>	3310 Compton Road Cincinnati, OH 45251	<i>K-5</i>
<i>Northwest Local</i>	<i>Colerain Middle</i>	4700 Poole Rd, Cincinnati, OH 45251	<i>6-8</i>
<i>Northwest Local</i>	<i>Struble Elementary</i>	2760 Jonrose Ave, Cincinnati, OH 45239	<i>K-5</i>
<i>Northwest Local</i>	<i>Pleasant Run Elementary</i>	11780 Pippin Rd, Cincinnati, OH 45231	<i>K-5</i>
<i>Northwest Local</i>	<i>Pleasant Run Middle</i>	11770 Pippin Rd, Cincinnati, OH 45231	<i>6-8</i>
<i>Northwest Local</i>	<i>Taylor Elementary</i>	3173 Springdale Rd, Cincinnati, OH 45251	<i>K-8</i>

Table 2. Student Demographics [YEARS e.g., 2023-2024]

School	Average Daily Student Enrollment	Black, non- Hispanic	American Indian or Alaska Native	Asian or Pacific Islander	Hispanic	Multi-racial	White, non- Hispanic	Economically Disadvantaged	English Learner	Students with Disabilities	Migrant
<i>Colerain Elementary</i>	663	156	0	38	44	90	334	402	54	104	0
<i>Colerain Middle</i>	522	173	0	15	31	71	232	336	18	113	0
<i>Struble Elementary</i>	809	334	0	90	68	83	232	806	113	163	0
<i>Pleasant Run Elementary</i>	824	366	0	55	78	97	226	818	116	151	0
<i>Pleasant Run Middle</i>	613	267	0	23	64	78	180	609	50	122	0
<i>Taylor Elementary</i>	759	302	0	24	80	117	232	753	70	185	0

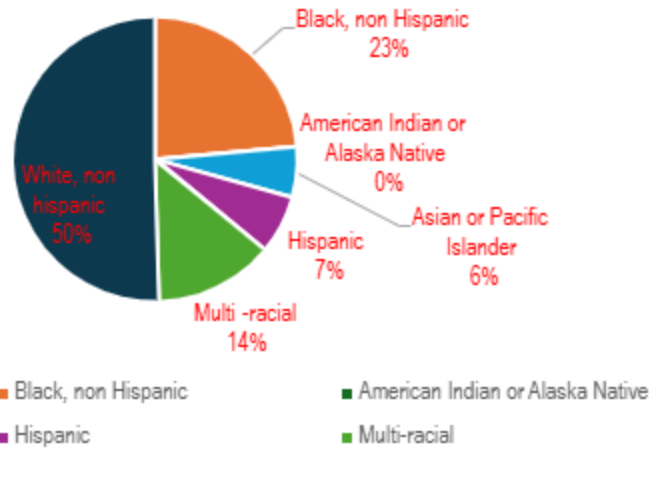
School Travel Plan



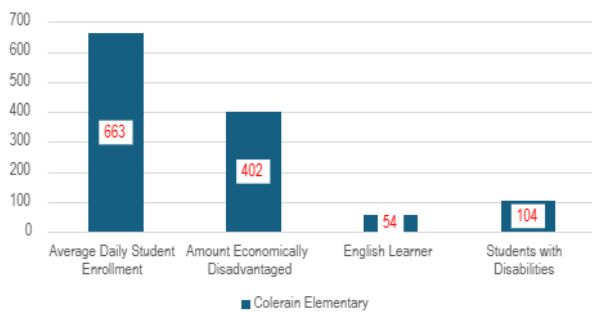
Legend

-  Taylor Elementary School
-  Taylor Elementary Students
-  Struble Elementary School
-  Struble Elementary Students
-  Pleasant Run Middle School
-  Pleasant Run Middle School Students
-  Pleasant Run Elementary School
-  Pleasant Run Elementary School Students
-  Colerain Middle School
-  Colerain Middle School Students
-  Colerain Elementary School
-  Colerain Elementary Students

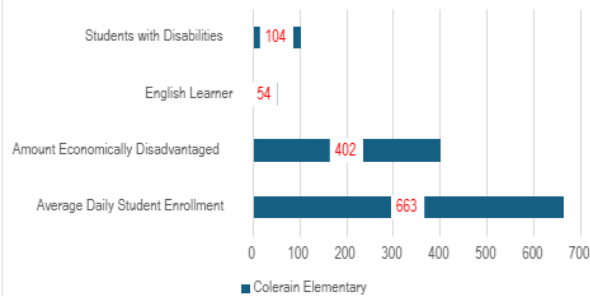
Colerain Elementary



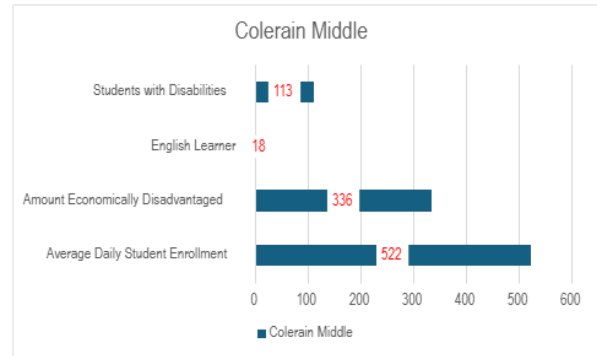
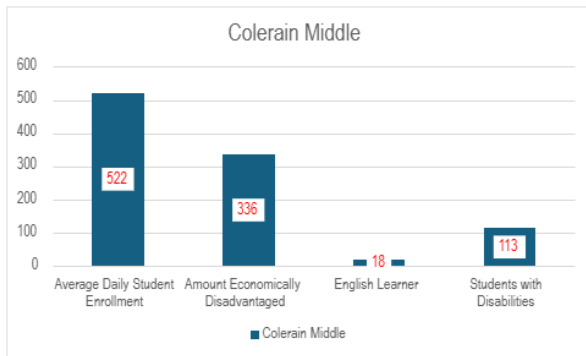
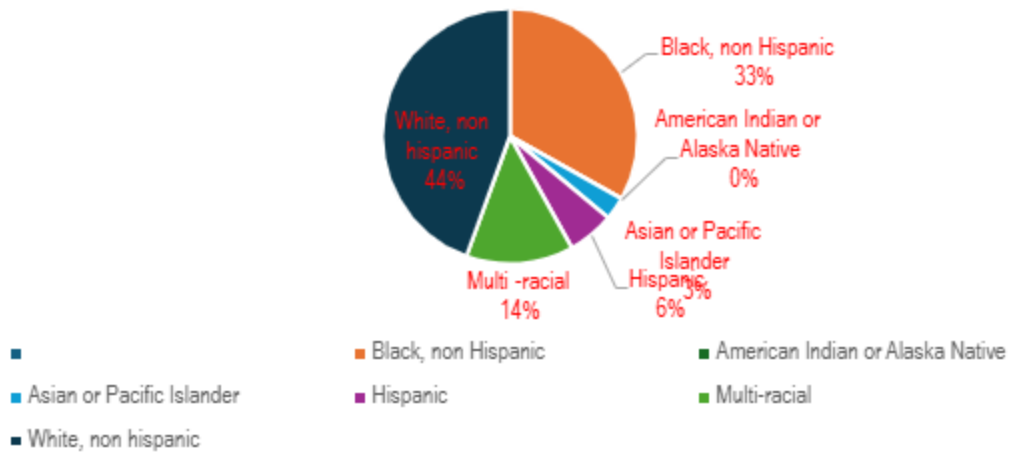
Colerain Elementary



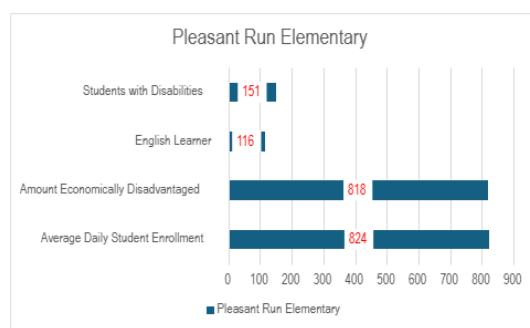
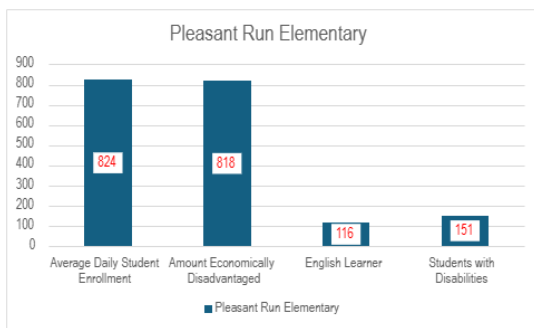
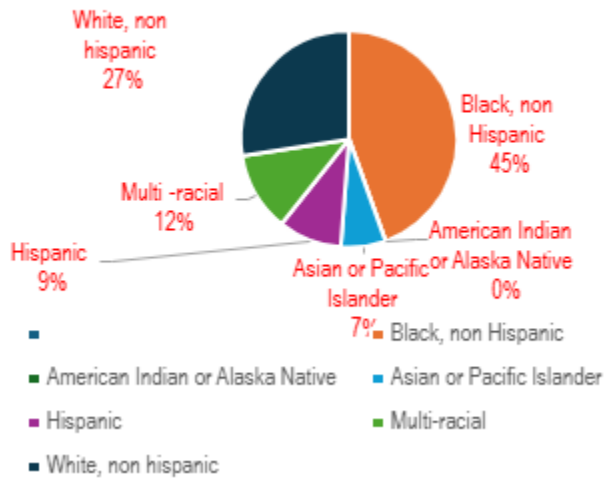
Colerain Elementary



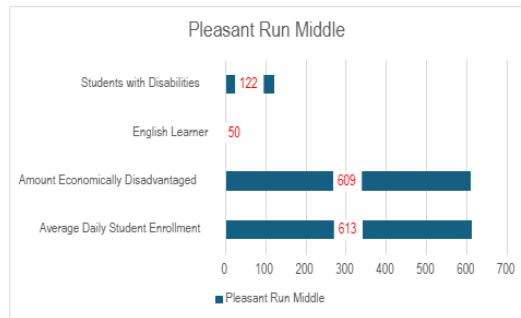
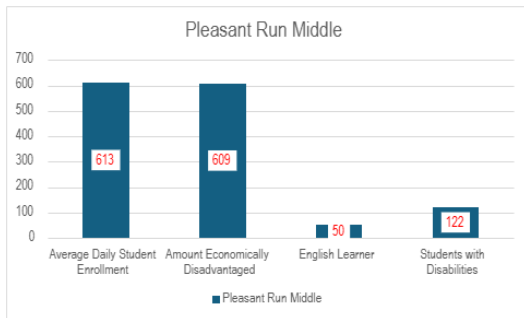
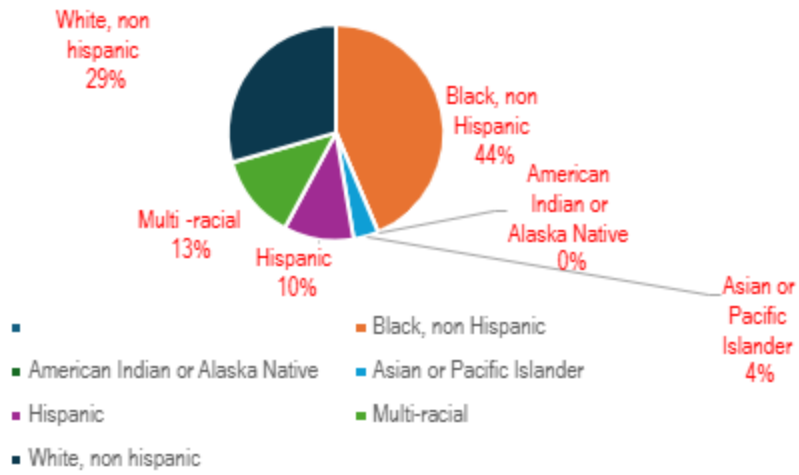
Colerain Middle



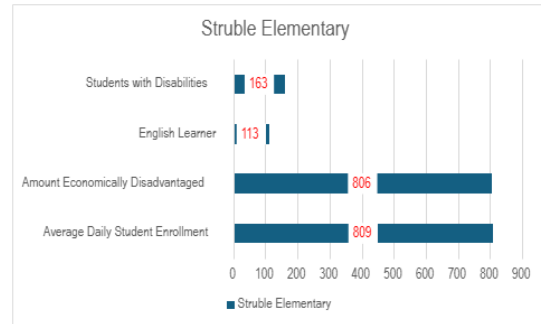
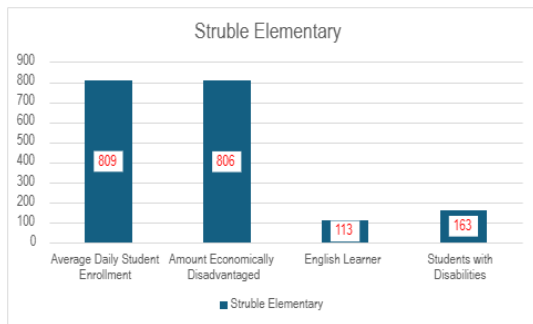
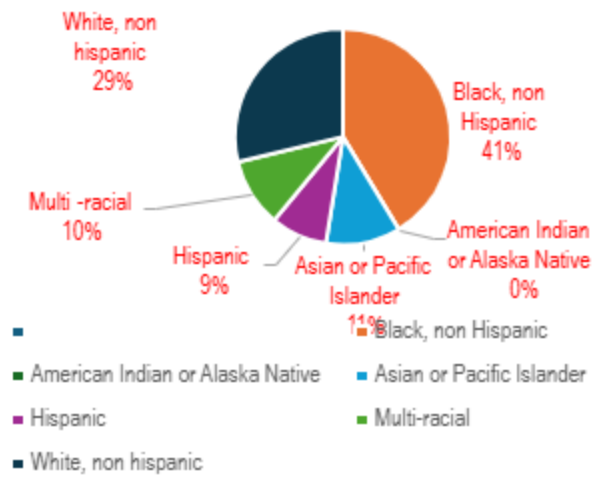
Pleasant Run Elementary

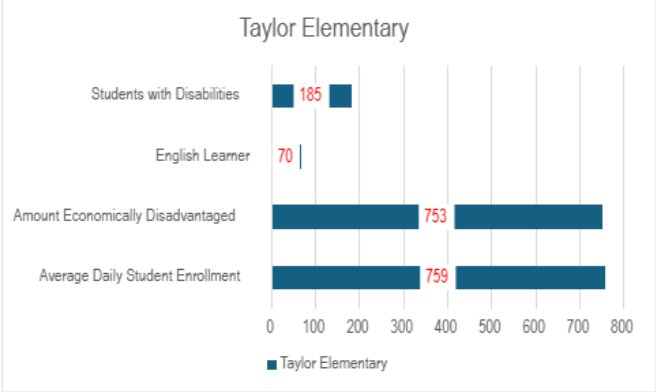
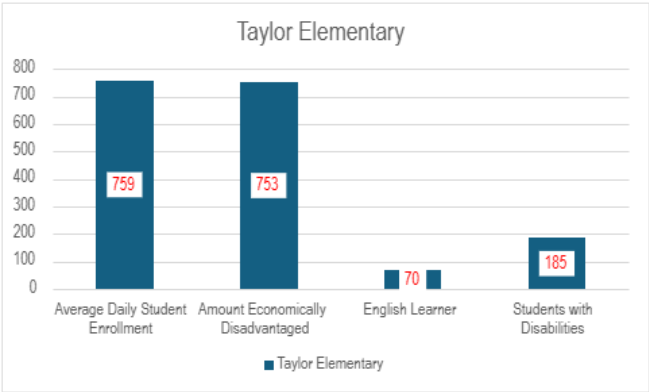
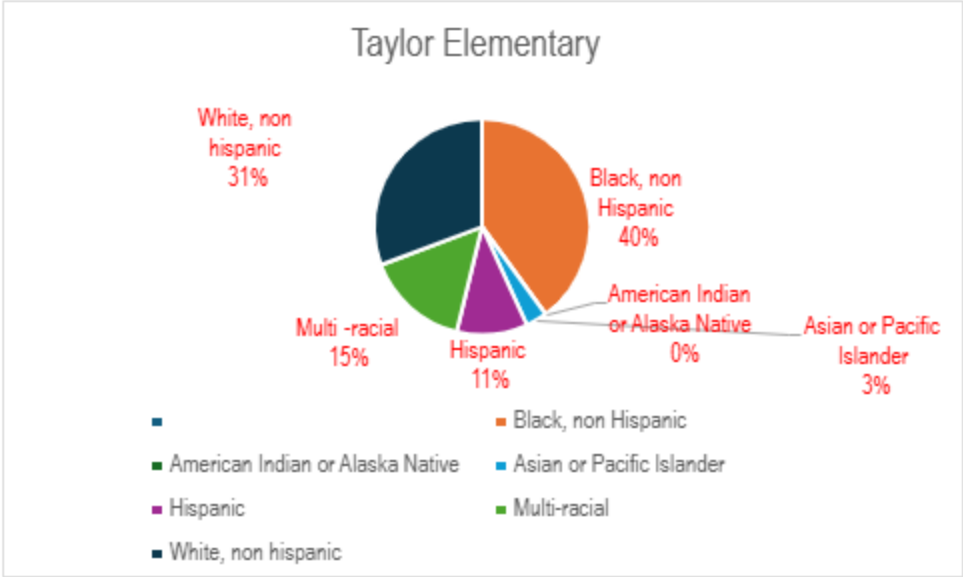


Pleasant Run Middle



Struble Elementary



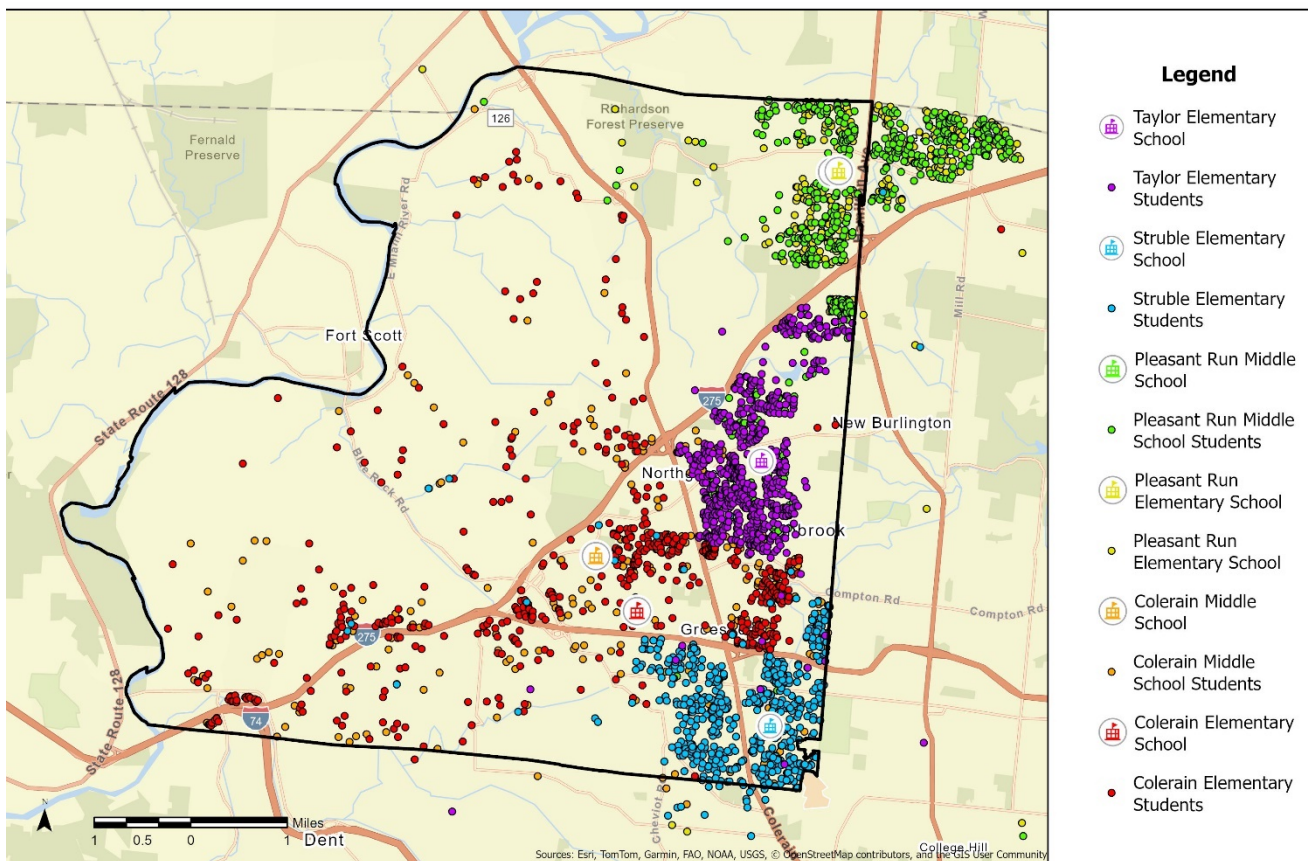


Purpose and Vision

Vision Statement: To create safe, convenient, and accessible pedestrian option for all students and residents to reach their destination.

The purpose of this School Travel Plan (STP) is to identify policy, program, and infrastructure recommendations for Colerain Township and the Northwest Local School District.

School Travel Plan



Section 2: Existing Conditions For walking and Biking to School

Current Student Travel

Teacher tallies, audits, and observations of student arrival and dismissal helped the project team and stakeholder understand students' daily experiences. The tables [and charts] below provide information about trends in student travel to and from school.

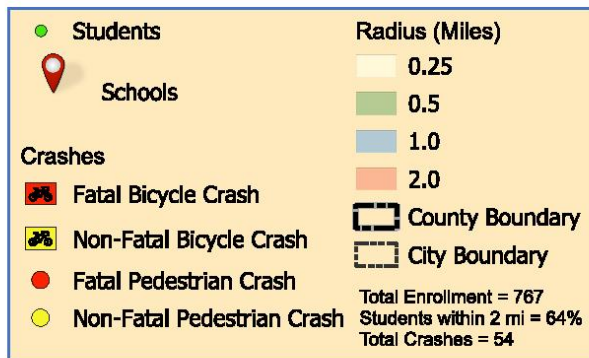
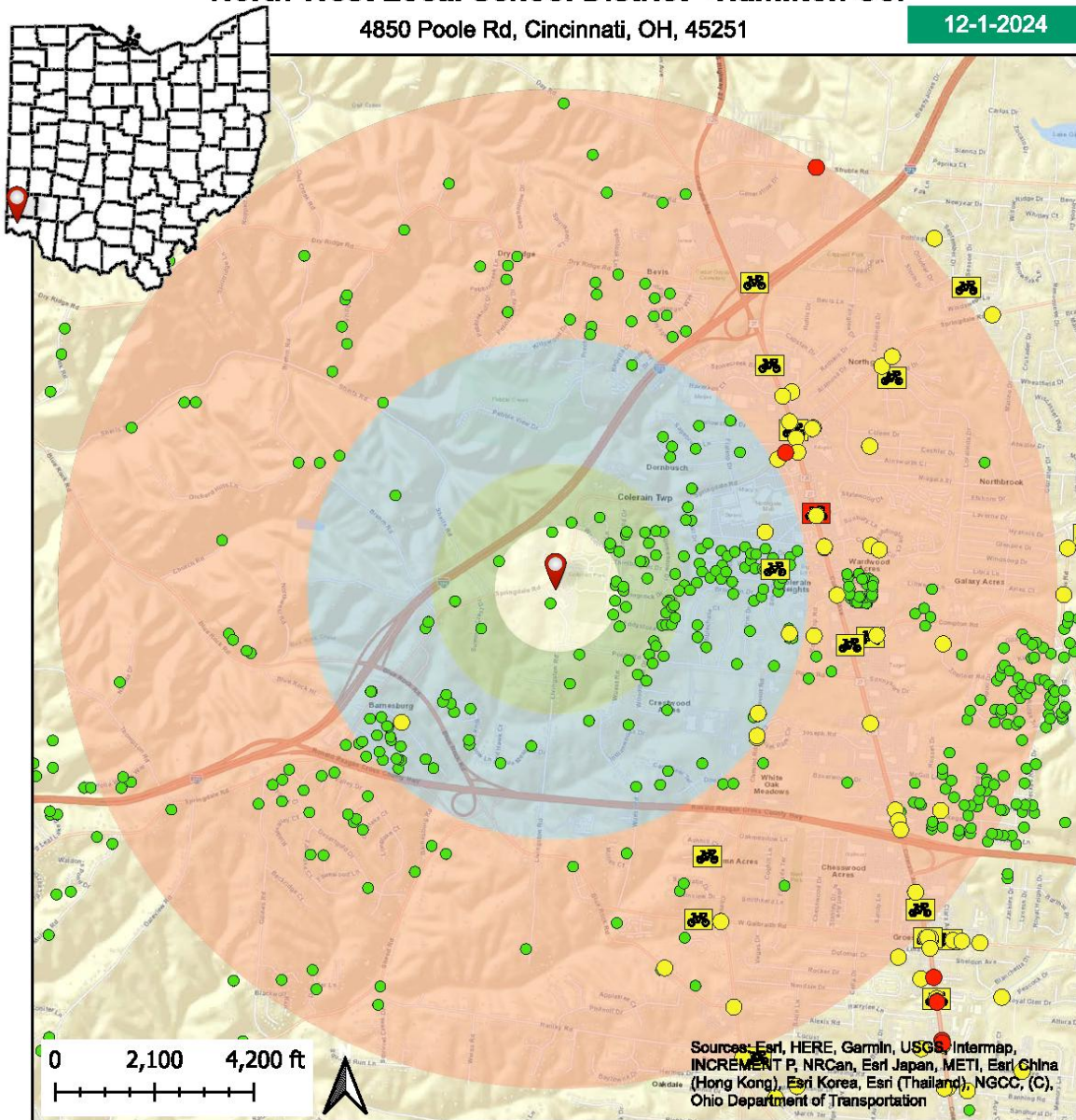
Table 3. Number of students within walking and biking distance of target schools

School	Students within ¼ mile of school	Percent of students within ¼ mile of school	Students within ½ mile of school	Percent of students within ½ mile of school	Students within 1 mile of school	Percent of students within 1 mile of school	Students within 2 miles of school	Percent of students within 2 miles of school
Colerain Elementary	10	1%	67	9%	200	26%	489	64%
Colerain Middle	4	1%	41	7%	127	22%	377	65%
Pleasant Run Elementary	13	2%	145	18%	468	58%	780	97%
Pleasant Run Middle	12	2%	52	9%	200	37%	186	63%
Struble Elementary	49	6%	189	28%	423	78%	147	95%
Taylor Elementary	60	7%	281	33%	713	84%	828	98%

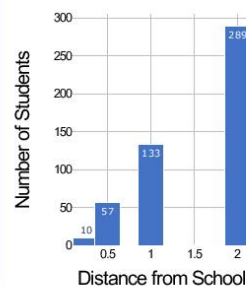
Colerain Elementary (Grades K-5) North West Local School District - Hamilton Co.

4850 Poole Rd, Cincinnati, OH, 45251

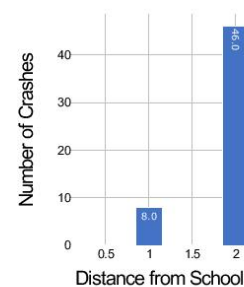
12-1-2024



Student Counts



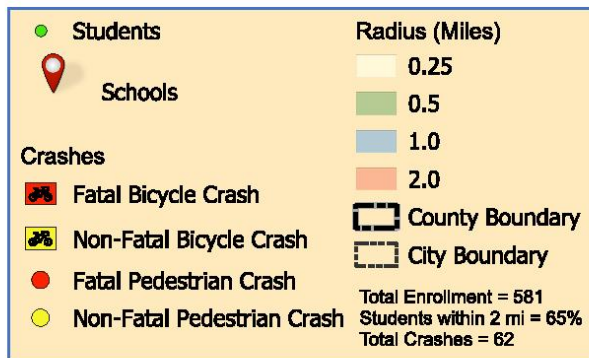
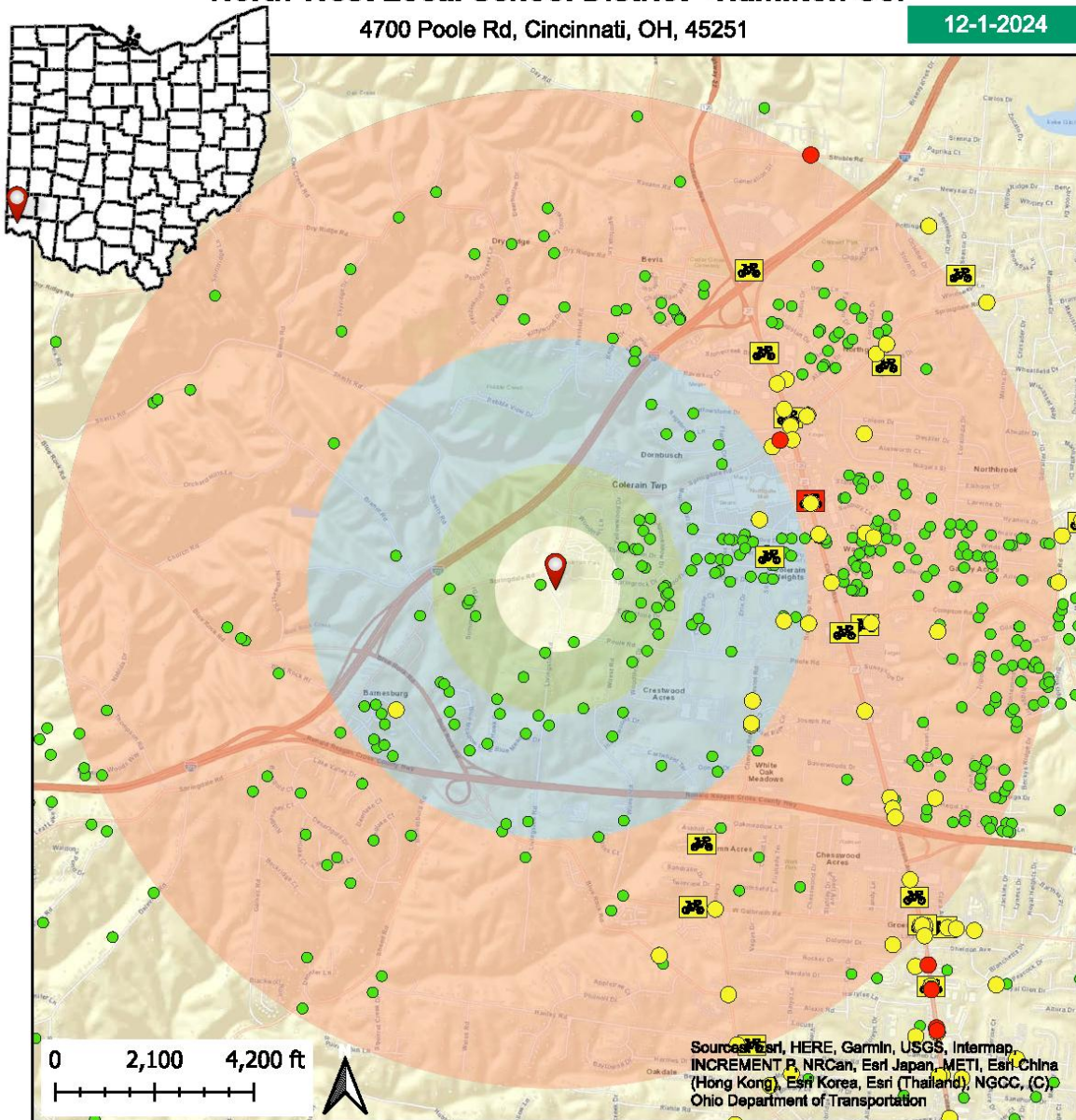
Crash Total



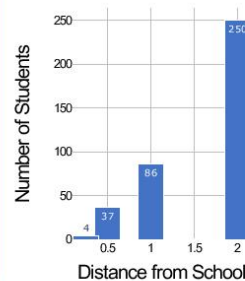
Colerain Middle School (Grades 6-8) North West Local School District - Hamilton Co.

4700 Poole Rd, Cincinnati, OH, 45251

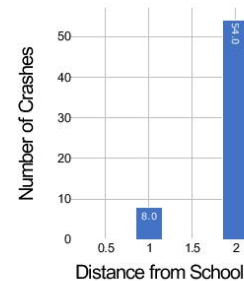
12-1-2024



Student Counts



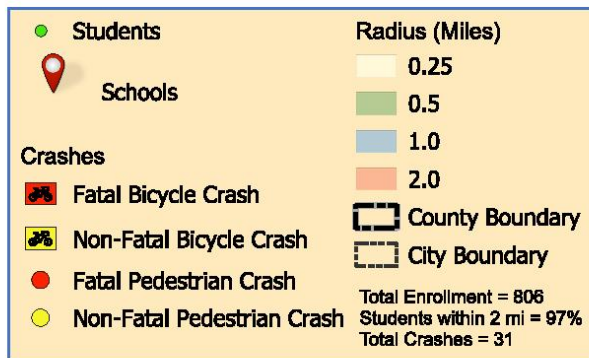
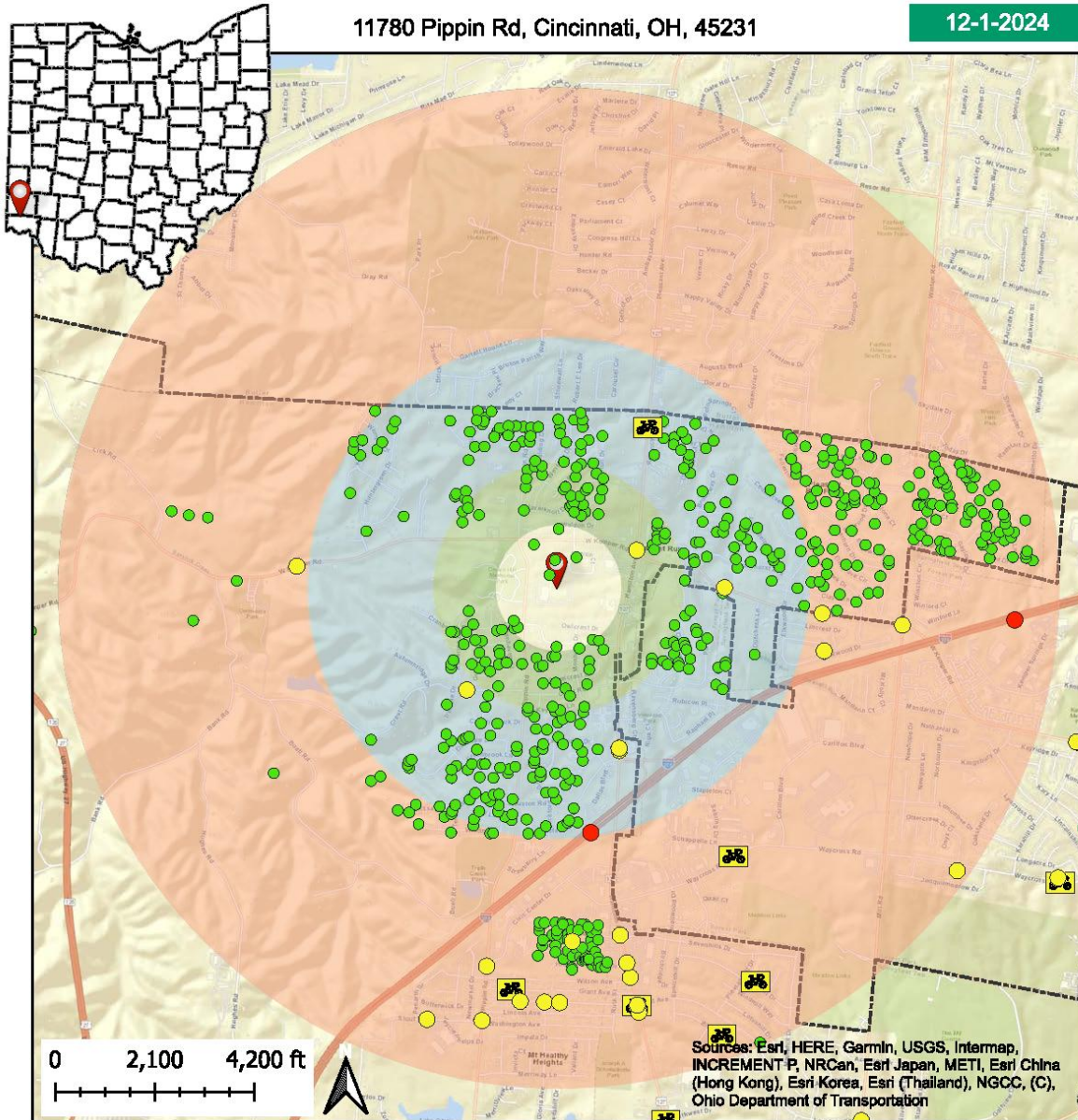
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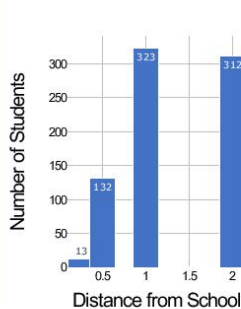
Pleasant Run Elementary (Grades K-5) Northwest Local School District - Hamilton Co.

11780 Pippin Rd, Cincinnati, OH, 45231

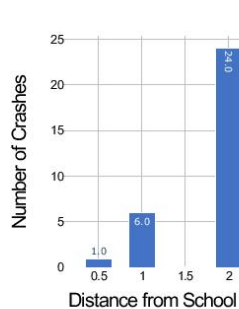
12-1-2024



Student Counts



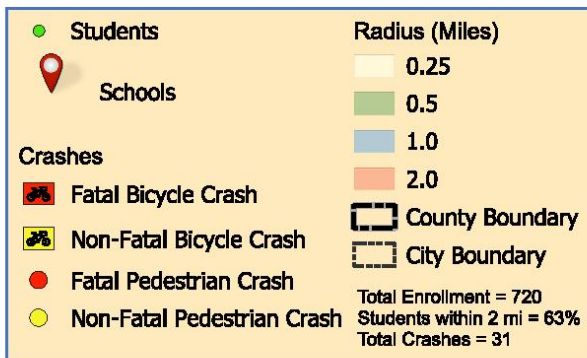
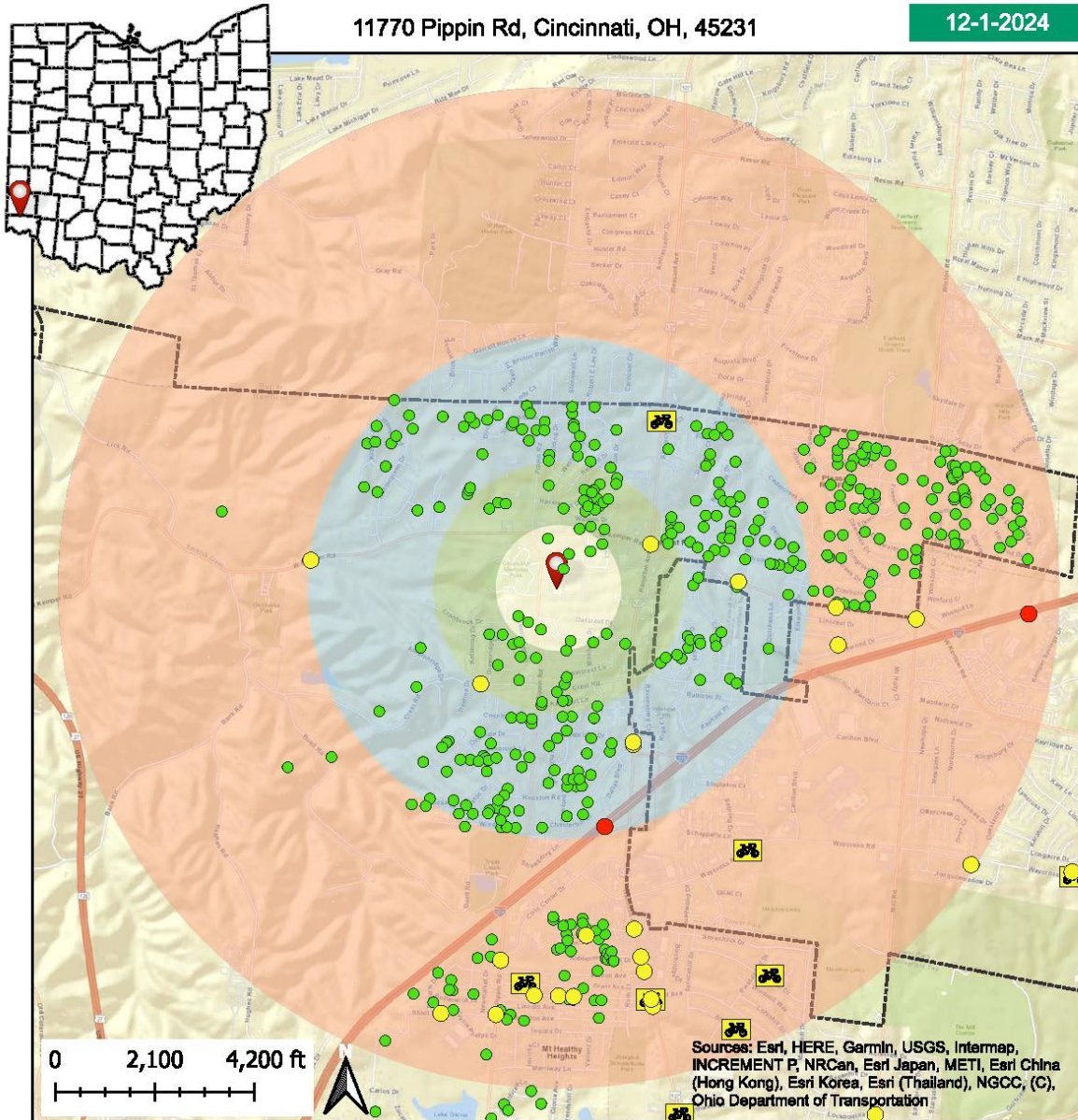
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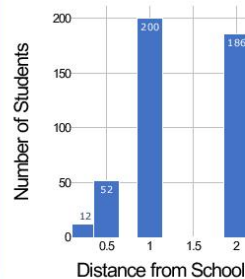
Pleasant Run Middle School (Grades 6-8) North West Local School District - Hamilton Co.

11770 Pippin Rd, Cincinnati, OH, 45231

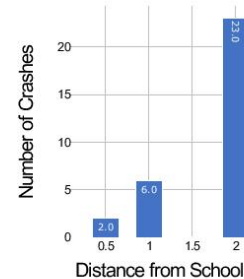
12-1-2024



Student Counts



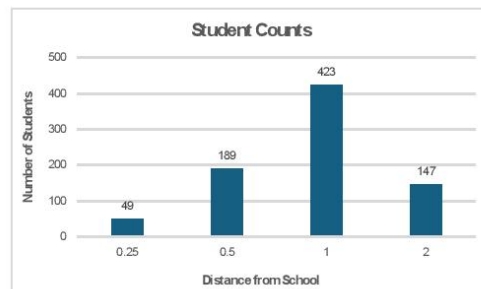
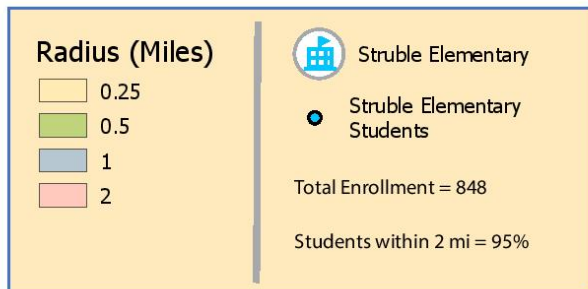
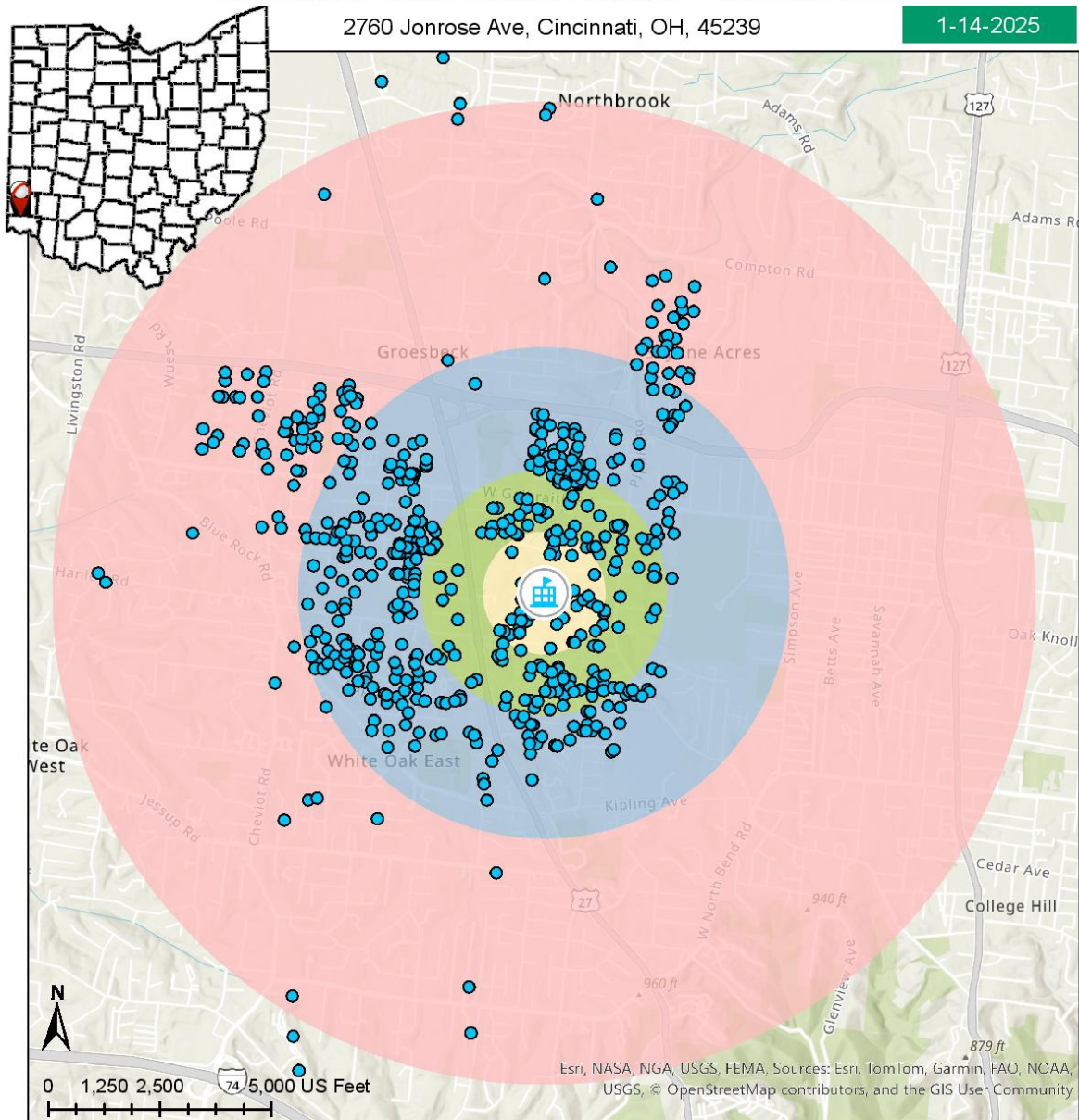
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Struble Elementary School (Grades K-5) Northwest Local School District - Hamilton Co.

2760 Jonrose Ave, Cincinnati, OH, 45239

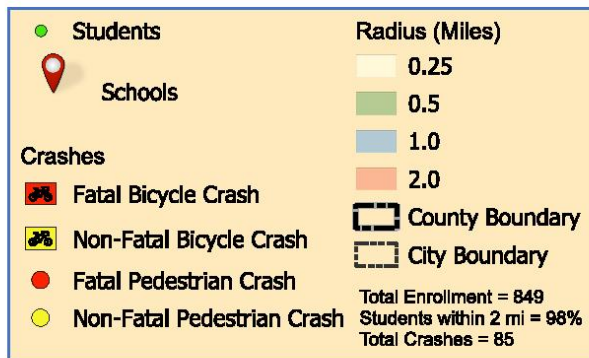
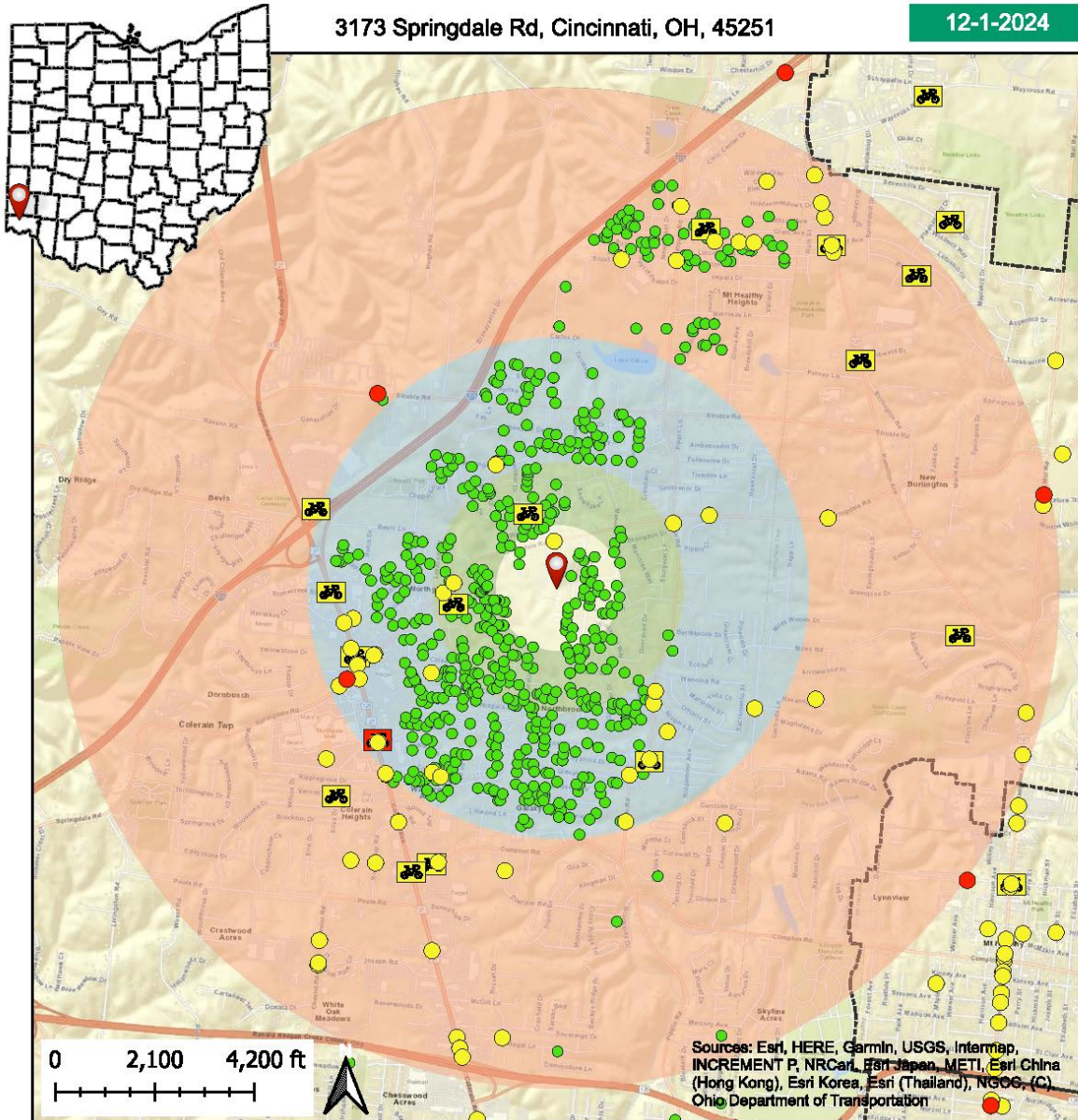
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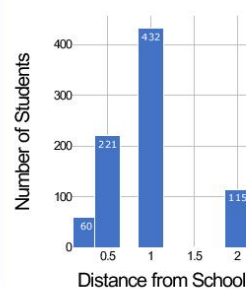
Taylor Elementary (Grades K-5) Northwest Local School District - Hamilton Co.

3173 Springdale Rd, Cincinnati, OH, 45251

12-1-2024



Student Counts



Crash Total

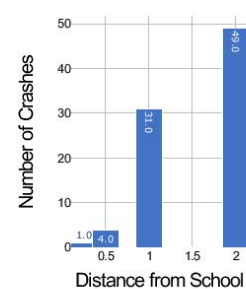


Table 4. Mode of travel to school in the morning

School	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Colerain Elementary	6	0	253	154	3	1	1
Colerain Middle	3	0	150	115	2	1	0
Pleasant Run Elementary	25	3	218	171	1	4	6
Pleasant Run Middle	21	1	353	145	8	3	0
Struble Elementary	29	1	254	170	3	3	7
Taylor Elementary	33	4	175	132	9	2	5

Table 5. Mode of travel from school in the afternoon

School	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Colerain Elementary	9	0	271	129	2	1	1
Colerain Middle	9	0	178	80	3	1	0
Pleasant Run Elementary	35	0	236	133	1	10	14
Pleasant Run Middle	46	1	373	105	7	4	0
Struble Elementary	35	1	265	143	2	5	13
Taylor Elementary	38	1	179	117	8	2	7

Main Routes for Walking and Biking To School

Colerain Elementary

The primary routes for walking and biking to school are:

- » Neighborhoods in Northbrook to Lillwood Lane
- » Zoellner Road to Compton Road
- » Colerain Avenue to Compton Road
- » Pippin Road to Compton Road

The primary intersections that students walking and biking cross to get to school are:

- » Compton Road at Zoellner Road
- » Compton Road at Wardwood Drive
- » Lillwood Lane at Wardwood Drive
- » Compton Road at Burgess Drive
- » Trelawney Court at Compton Road

Colerain Middle

The primary routes for walking and biking to school are:



- » Neighborhoods to Colerain Park to Springdale Road
- » Blue Rock Connector to Springdale Road
- » Neighborhoods to Poole Road

The primary intersections that students walking and biking cross to get to school are:

- » Springdale Road at Poole Road
- » Springdale Road at Woodtrail Lane
- » Springdale Road at Yellowwood Drive

Pleasant Run Elementary

The primary routes for walking and biking to school are:

- » Kemper Road to Pippin Road
- » Cranbrook Drive to Pippin Road
- » Crest Road to Pippin Road
- » Houston Road to Pippin Road
- » Wincanton Drive to walking path at rear of the school

The primary intersections that students walking and biking cross to get to school are:

- » Kemper Road and Pippin Road
- » Crest Road and Pippin Road
- » Houston Road and Pippin Road
- » Cranbrook Drive and Pippin Road
- » Wincanton Drive and Pippin Road

Pleasant Run Middle

The primary routes for walking and biking to school are:

- » Kemper Road to Pippin Road
- » Cranbrook Drive to Pippin Road
- » Crest Road to Pippin Road
- » Houston Road to Pippin Road
- » Wincanton Drive to walking path at rear of the school

The primary intersections that students walking and biking cross to get to school are:

- » Kemper Road and Pippin Road
- » Crest Road and Pippin Road
- » Houston Road and Pippin Road
- » Cranbrook Drive and Pippin Road
- » Wincanton Drive and Pippin Road

Struble Elementary

The primary routes for walking and biking to school are:

- » Pedestrian connection at rear of building that connects to Royal Glen Drive
- » Neighborhoods connected to Banning Road, to Memory Lane, to Jonrose Avenue

The primary intersections that students walking and biking cross to get to school are:

- » Banning Road at Memory Lane
- » Jonrose at Memory Lane
- » Pippin Road at Banning Road
- » Banning Road at Acre Drive

Taylor Elementary

The primary routes for walking and biking to school are:

- » A walking trail connects in the rear of the building into several neighborhoods
- » Springdale Road

The primary intersections that students walking and biking cross to get to school are:

- » Springdale Road and Season Drive
- » Springdale Road and Loralinda Drive
- » Springdale Road and Niagara Street
- » Springdale Road and Marino Drive
- » Springdale Road and Menominee Drive
- » Springdale Road and Pippin Road

Arrival and Dismissal Process

All Target Schools

Students, buses, and parents all use the same entrance driveways for each of the schools in question. Students are released at the same time each day, regardless of method of transportation. There are adult crossing guards that currently assist with the dismissal process at Struble Elementary, Taylor Elementary, Pleasant Run Elementary, and Pleasant Run Middle School. It is worth noting that at Taylor Elementary, there is a significant back up of vehicles onto the main roadway, Springdale Road. When this backup occurs, vehicles that are not school related traffic will use the center turn lane in an attempt to bypass the traffic into the school. This is dangerous, as this is an area where students cross the road.



26
244



Safety Data Review

Table 6. Bicycle and pedestrian crashes near schools [YEARS e.g., 2020 - 2024]

School	Number of bicycle and pedestrian crashes within ½ mile	Number of bicycle and pedestrian crashes within 1 mile	Number of bicycle and pedestrian crashes within 2 miles	Total number of serious or fatal injury bicycle and pedestrian crashes within 2 miles
Colerain Elementary	0	8	46	54
Colerain Middle	0	8	54	62
Pleasant Run Elementary	1	6	25	32
Pleasant Run Middle	2	6	23	31
Struble Elementary	13	4	30	47
Taylor Elementary	5	31	49	85

270 = .1

Existing Programs and Policies

District Bus Policies

The Northwest Local School District is required to provide students with transportation to and from school, which is state law. But this law does not allow students from kindergarten through eighth grade that live within a 1-mile radius of school to use bus transportation. Bus transportation is also not provided for students that live more than thirty minutes away from the school. There are few exceptions with this, including students that are disabled or homeless. But this is a major issue for the disadvantaged children and families.

Students that are not able to use bus transportation are required to find another way to get to school. This being: walking, biking, family vehicle, public transit, or carpooling. But this impacts the many students of disadvantage. Many students may not own a bike, parents may have to work or may not own a car. This leaves walking to school the only option for many children. There are not many sidewalks from neighborhoods and the busy streets to the schools. These kids have to walk to and from school on busy, curvy roads with drivers driving at high speeds. Young children may have to walk on the grass or even on the shoulders of these roads. In addition, the children that take the bus to school may be required to walk up to ½ of a mile home after the bus drops them off. This also requires sidewalks to ensure the child’s safety on their walk home.

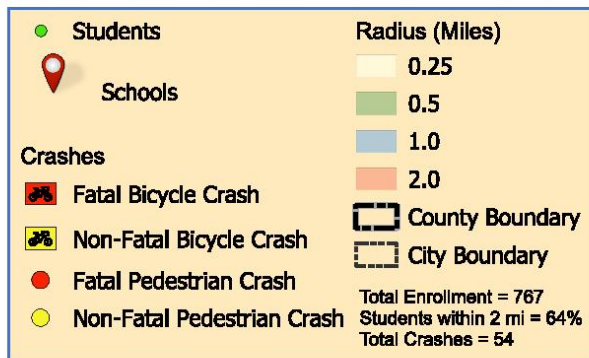
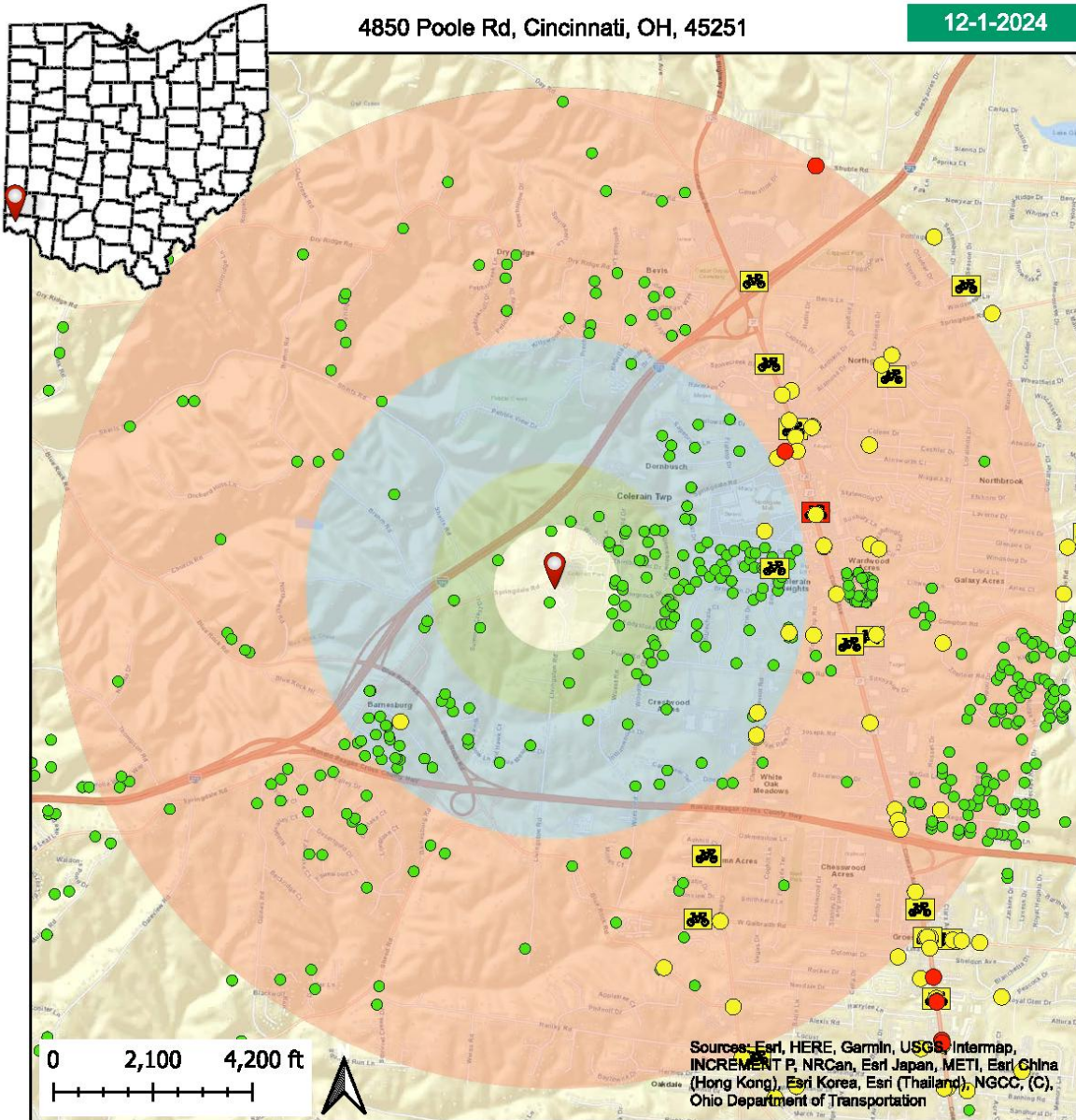
Existing Encouragement Programs

At this moment in time, there are not any district wide or school specific activities that support or encourage walking and bicycling. The lack of safe, physical infrastructure to get the students to the school is seen as a major barrier and limits encouragement.

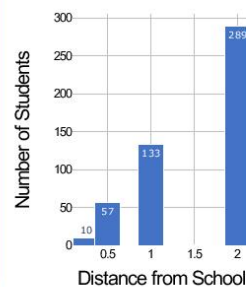
Colerain Elementary (Grades K-5) North West Local School District - Hamilton Co.

4850 Poole Rd, Cincinnati, OH, 45251

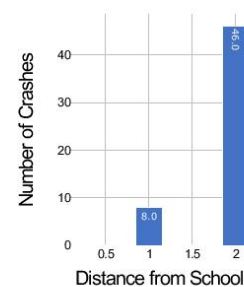
12-1-2024



Student Counts



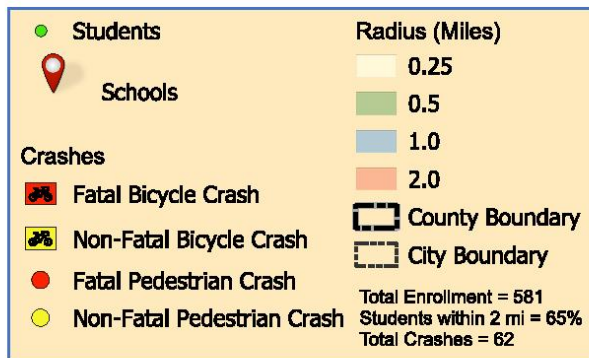
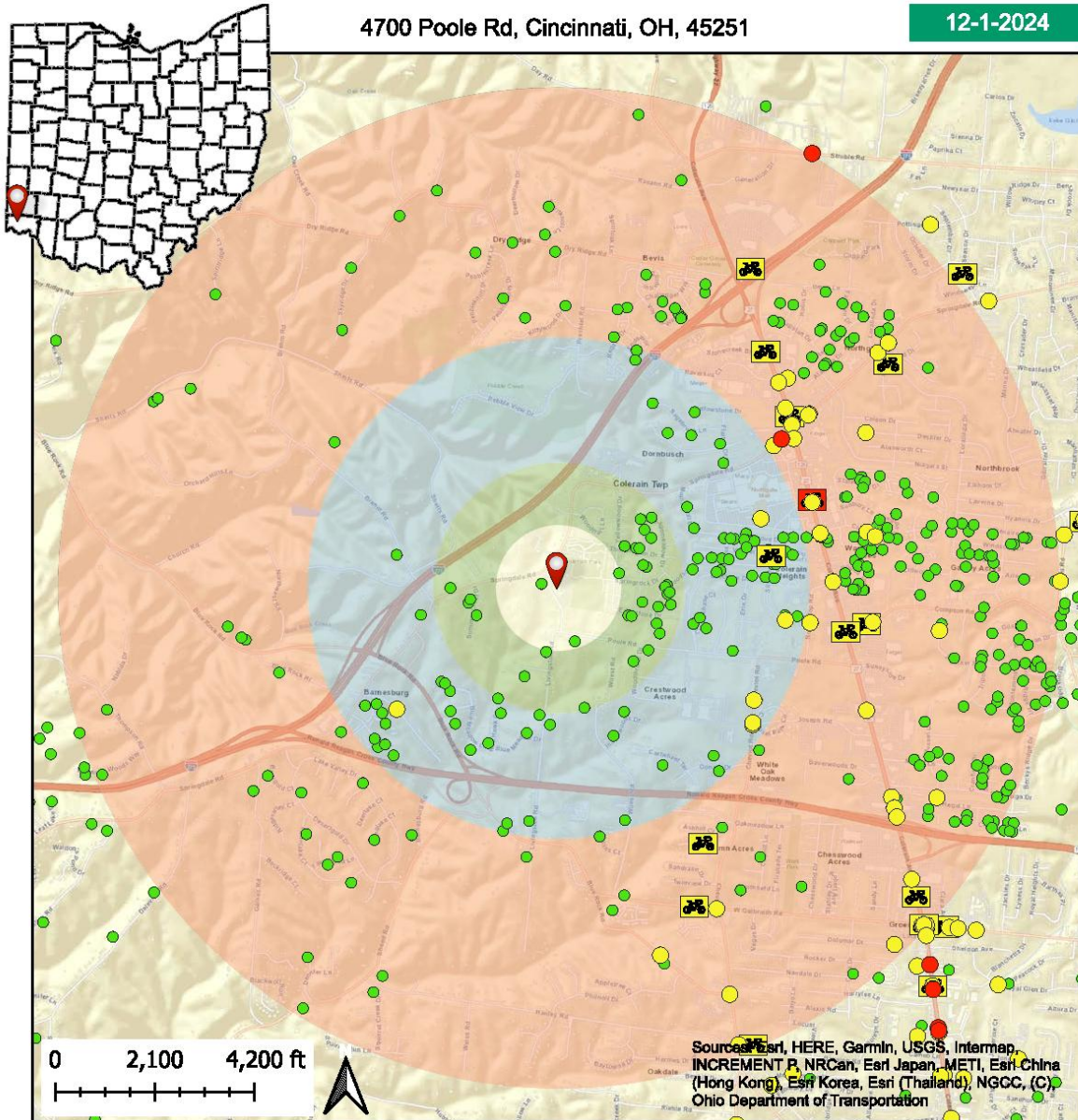
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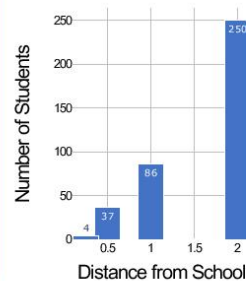
Colerain Middle School (Grades 6-8) North West Local School District - Hamilton Co.

4700 Poole Rd, Cincinnati, OH, 45251

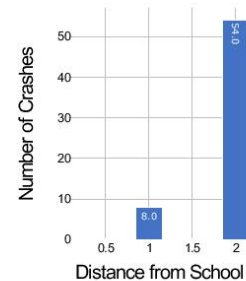
12-1-2024



Student Counts



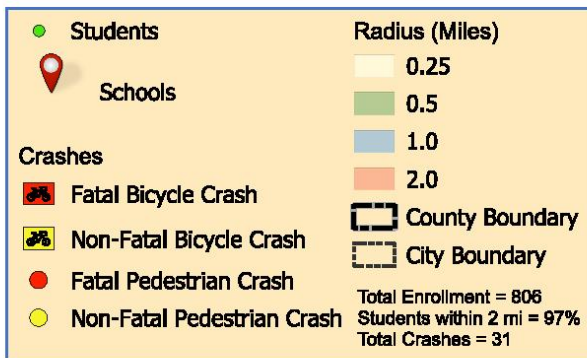
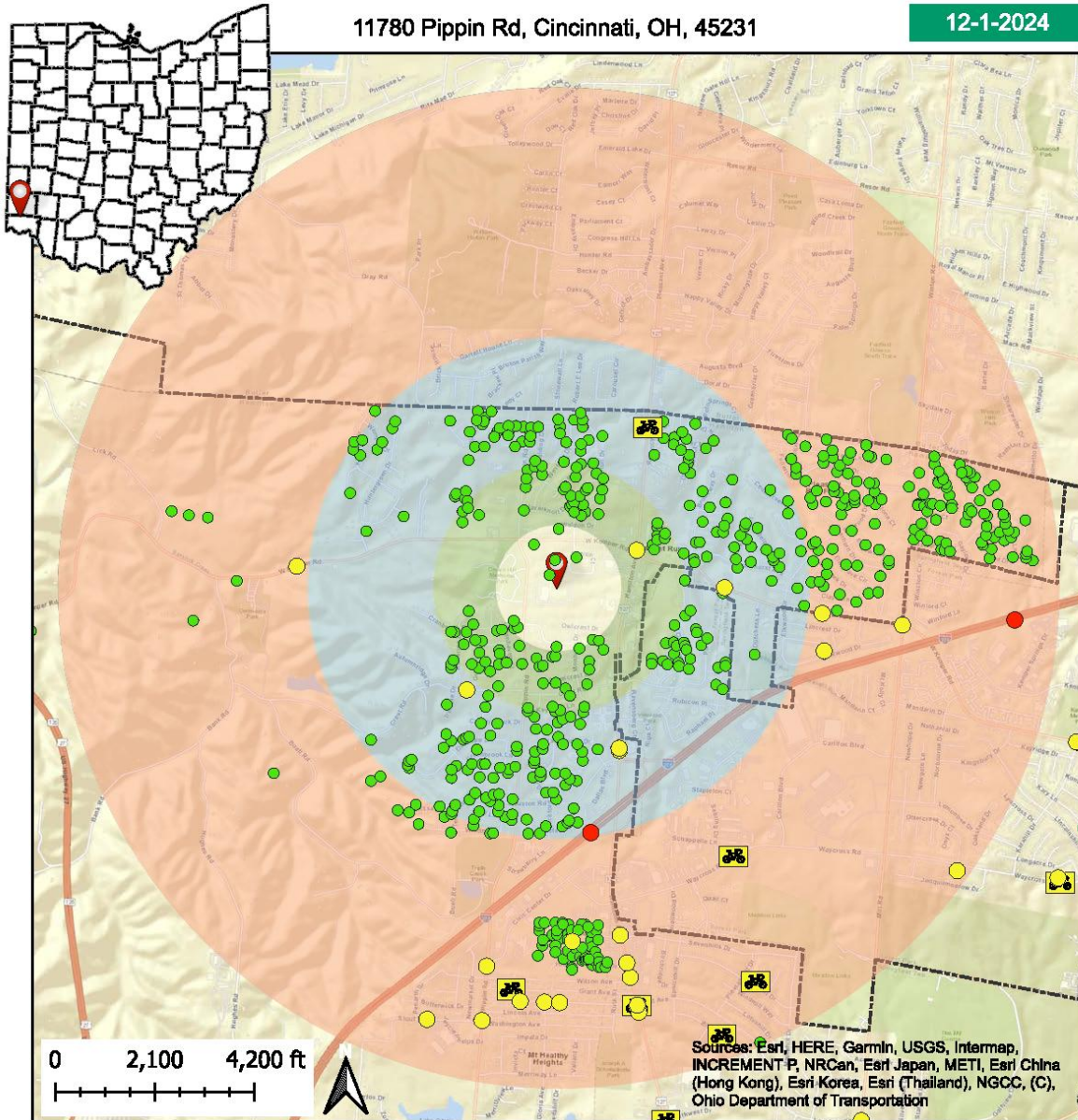
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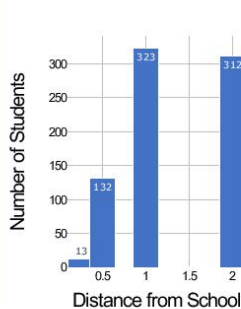
Pleasant Run Elementary (Grades K-5) Northwest Local School District - Hamilton Co.

11780 Pippin Rd, Cincinnati, OH, 45231

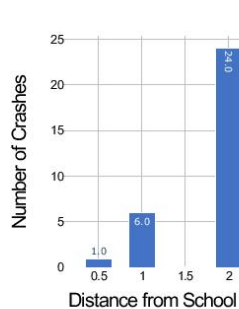
12-1-2024



Student Counts



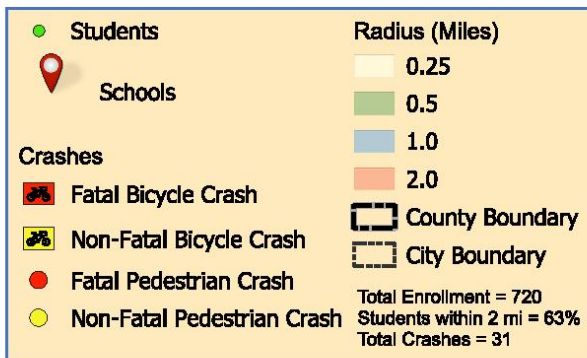
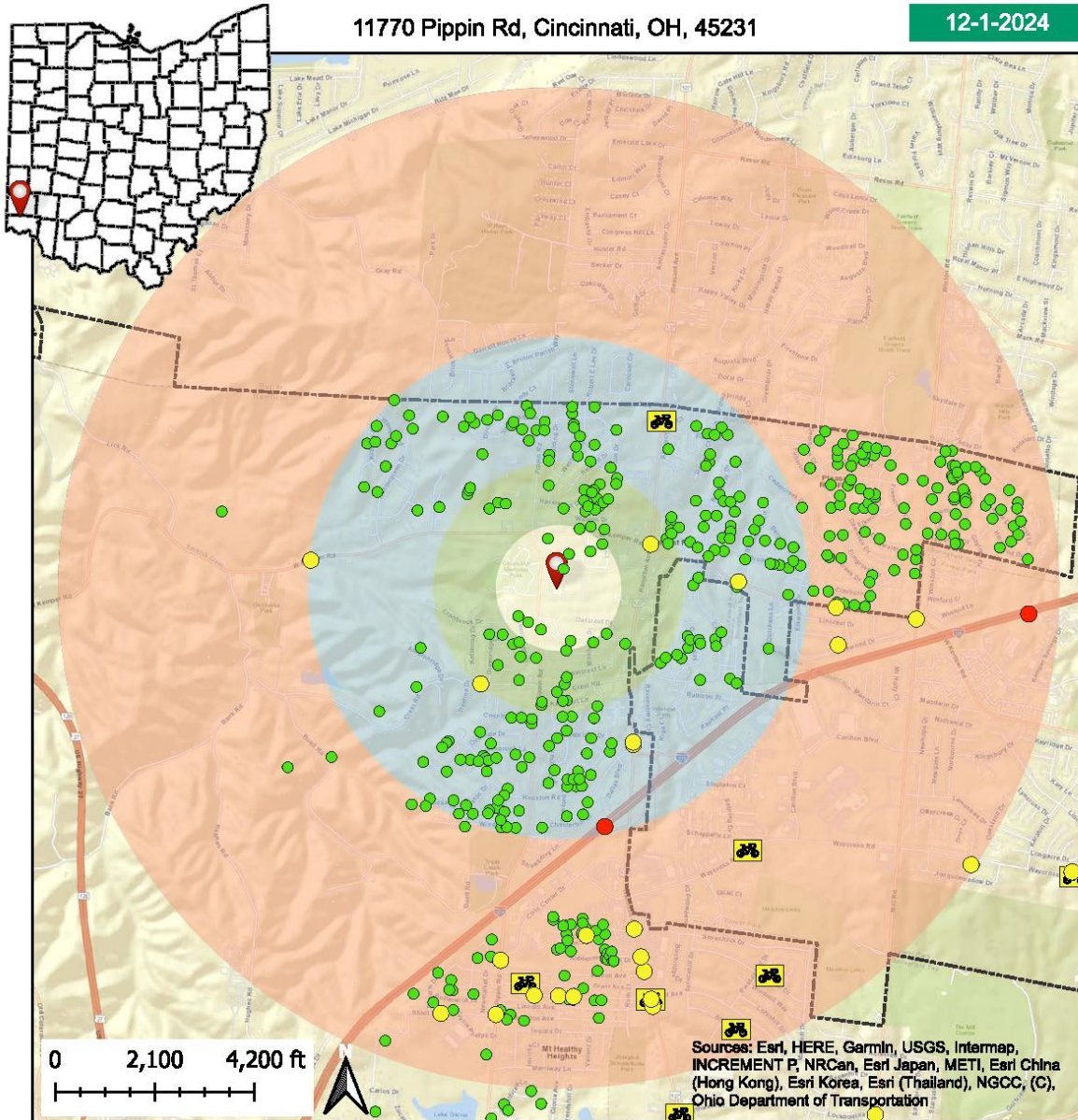
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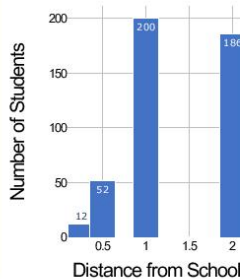
Pleasant Run Middle School (Grades 6-8) North West Local School District - Hamilton Co.

11770 Pippin Rd, Cincinnati, OH, 45231

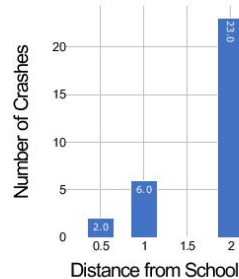
12-1-2024



Student Counts



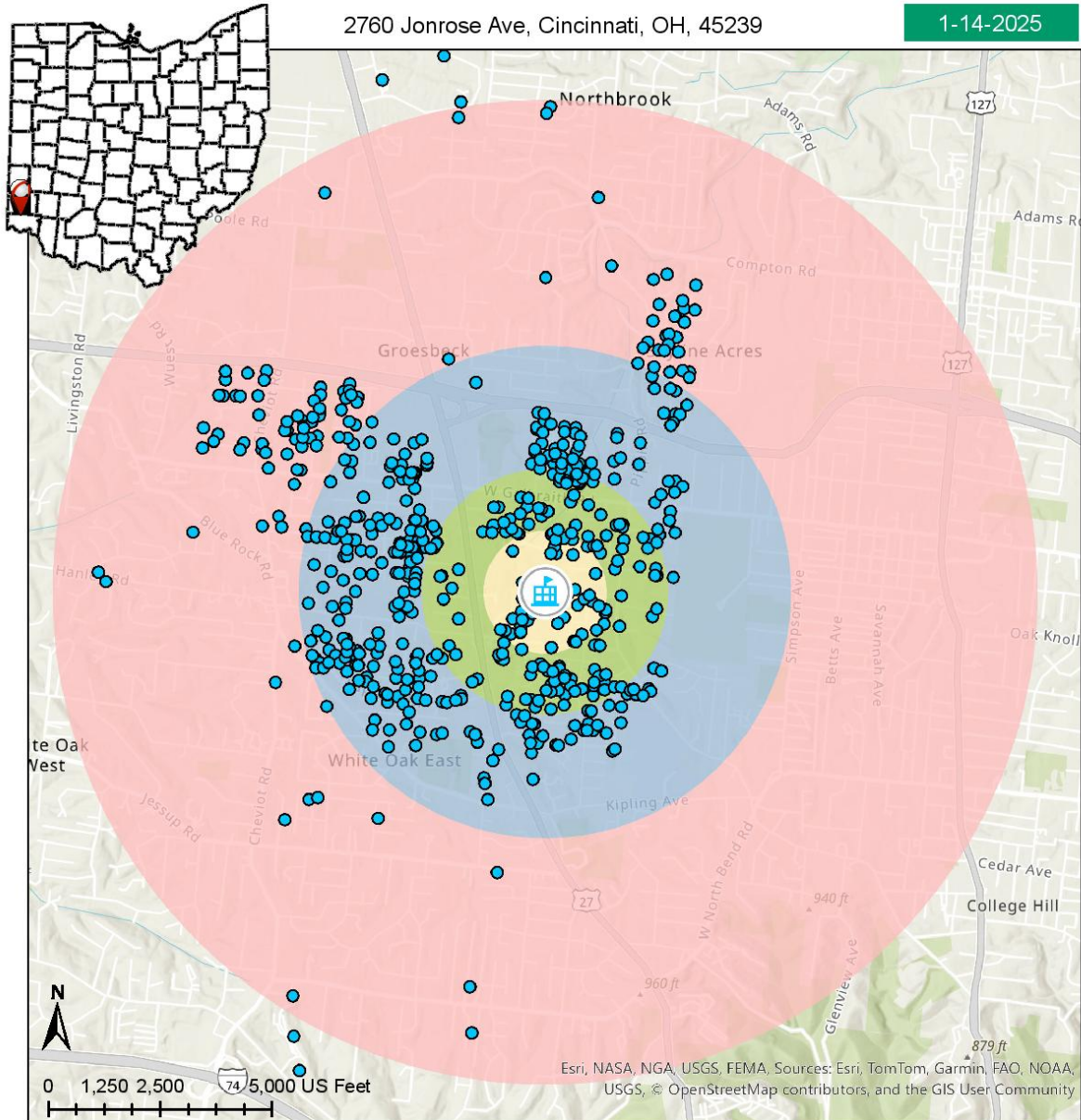
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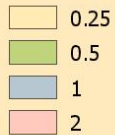
Struble Elementary School (Grades K-5) Northwest Local School District - Hamilton Co.

2760 Jonrose Ave, Cincinnati, OH, 45239

1-14-2025



Radius (Miles)



Struble Elementary

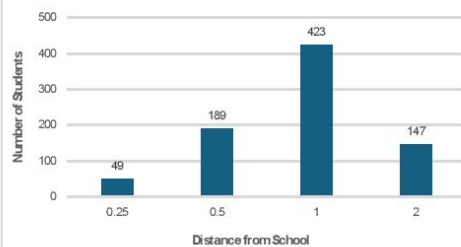


Struble Elementary Students

Total Enrollment = 848

Students within 2 mi = 95%

Student Counts



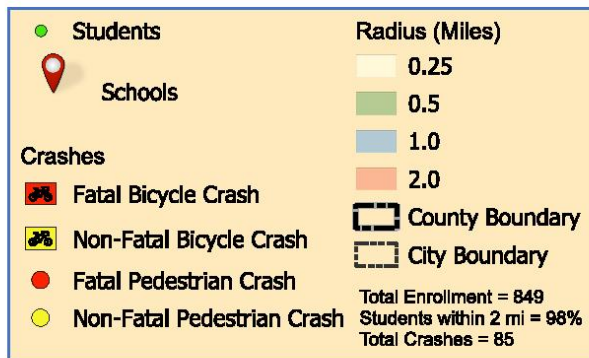
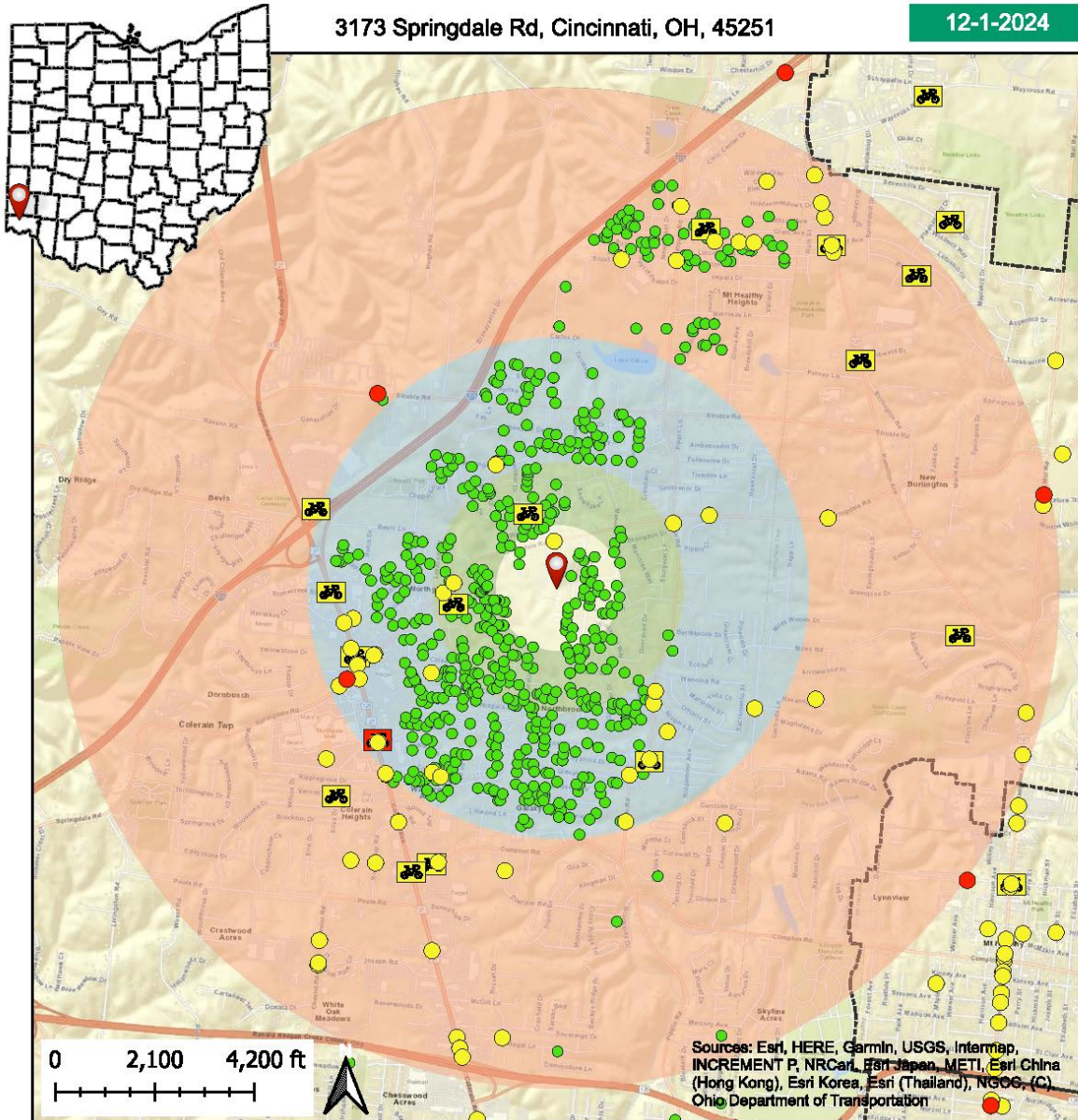
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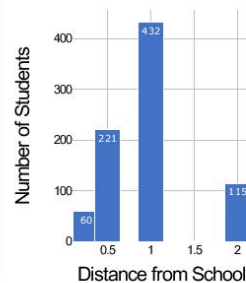
Taylor Elementary (Grades K-5) Northwest Local School District - Hamilton Co.

3173 Springdale Rd, Cincinnati, OH, 45251

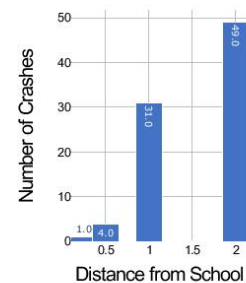
12-1-2024



Student Counts



Crash Total



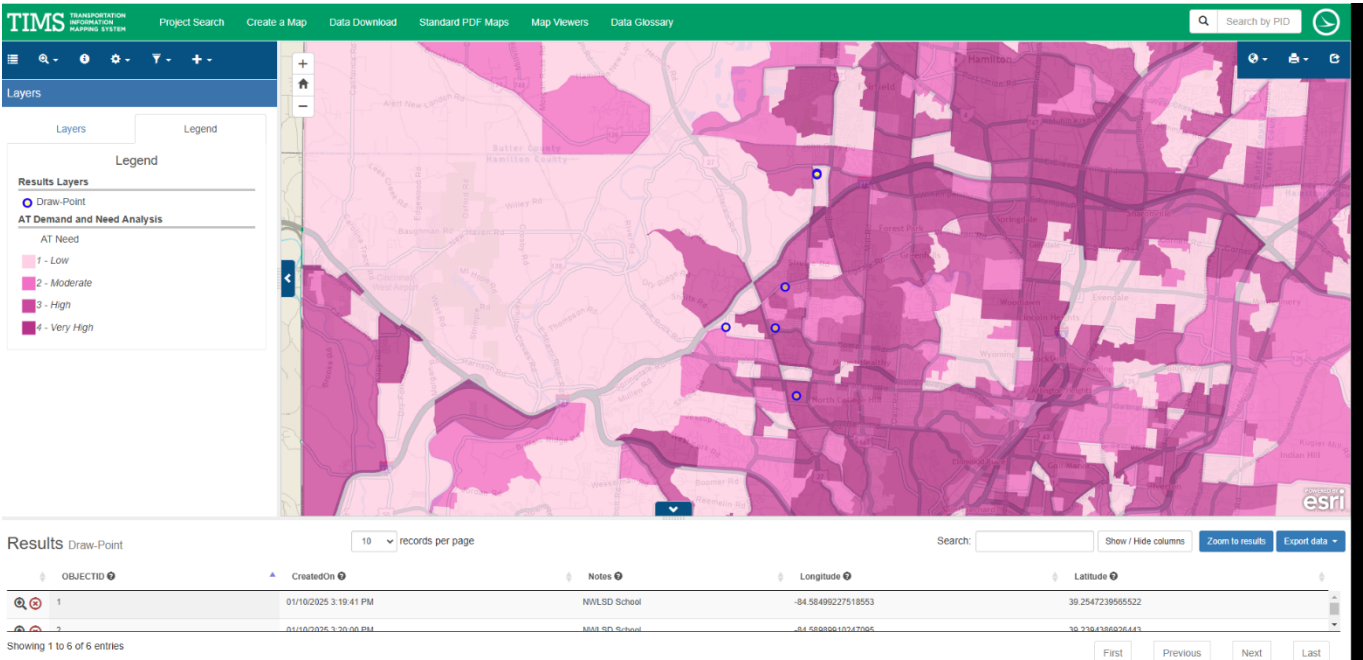
Equity Analysis

To understand the state of walking and biking to school in Colerain Township it is critical to identify areas where individuals are more likely to walk and bike due to economic necessity. The Active Transportation Needs Analysis uses socio-demographic data from the American Community Survey (ACS) to identify geographic concentrations of disadvantaged residents, considered more vulnerable to unsafe, disconnected, or incomplete active transportation networks.

The equity factors in ODOT’s statewide AT Need analysis are weighted equally, and include:

- Minority groups
- Youth and older adults
- Poverty
- Educational attainment
- Limited English proficiency
- No access to a motor vehicle

The map below highlights levels of need across the school district. Each Dot on the Map represents a target school. The Active Transportation Demand and Need at these schools and in the surrounding areas can be found in the below map. The darker the color purple, the greater the need.



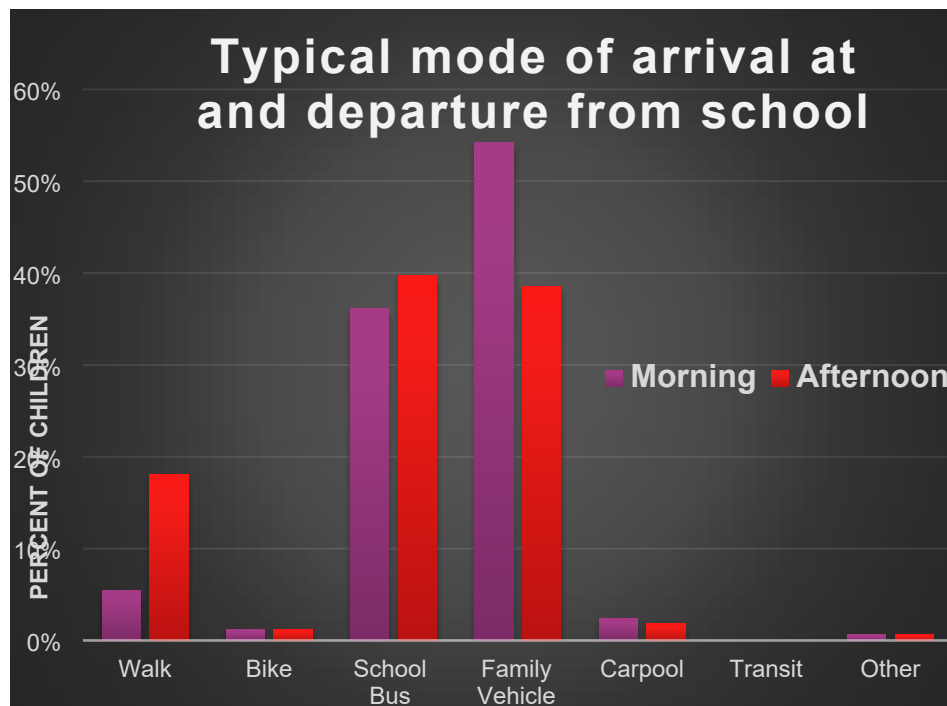
Section 3: Community Engagement

Community engagement is an essential tool in the STP development process. Involving the public builds trust in the Plan and improves the overall quality of the findings. The project team used several strategies to collect public input including:

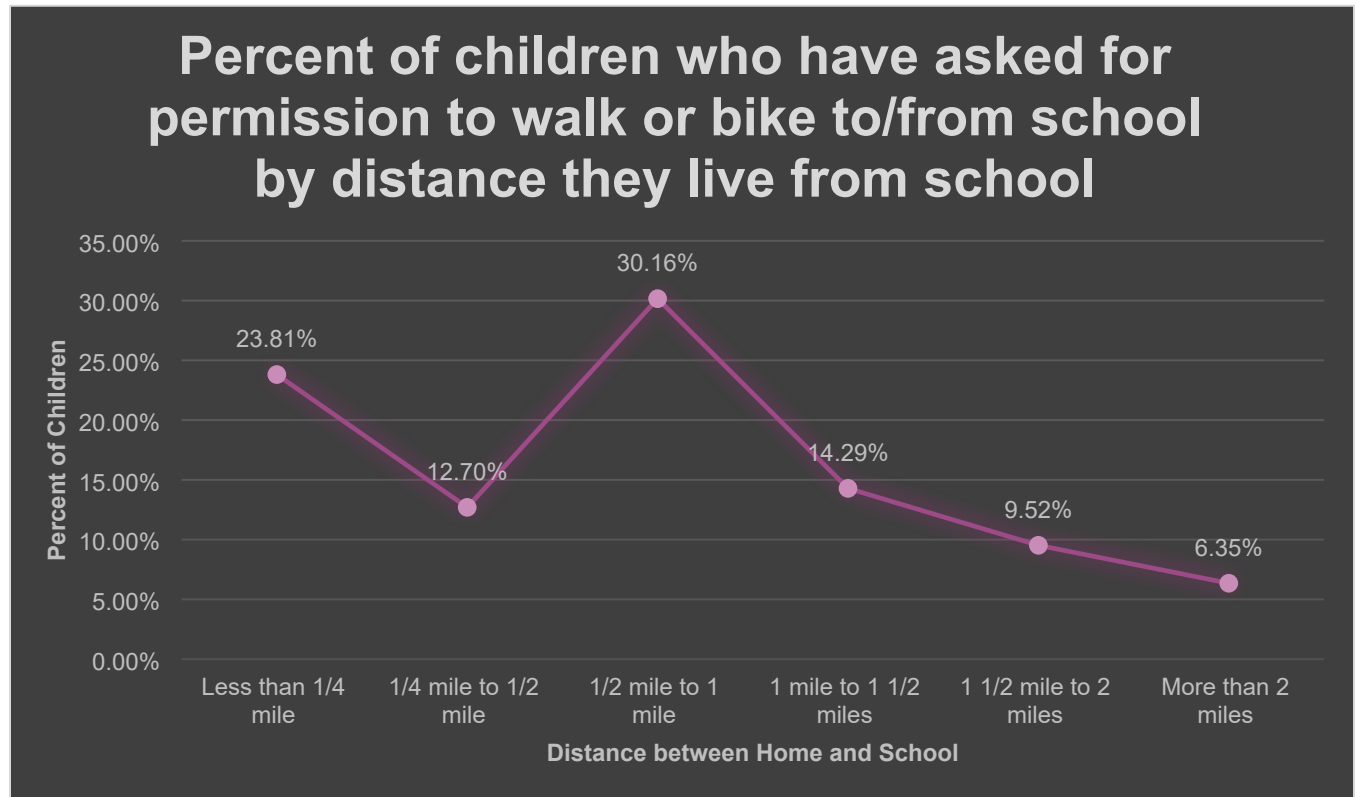
- Outreach and conversations with the Northwest Local School District Leadership
- Conversations with Principals of each school
- Surveys of parents
- Conversations with the public safety employees assigned to each school
- A design charette with the general public for the needs of each school
- Meetings with various stakeholder groups, including the local neighborhood associations
- A public survey with all members of Colerain Township on the need for new sidewalks
- Development of a multi-year sidewalk plan for Colerain Township that was adopted by the Board of Trustees and incorporated into the Township's Comprehensive Plan

Caregiver Survey

Over 50% of students' mode of arrival to school is by family vehicle. A little over 35% is by school bus. About 40% of students' departure from school is by school bus, and a little less than that is by family vehicle. About 15% of students walk home from school. More than 25% of children who walk live more than two miles from school. More students receive private transportation in the morning and walk home in the afternoons due to lighting concerns and the lack of sidewalks that will cause many of the students to walk in the right of way or on the shoulder of the roadway.



30% of children who live between ½ to 1 mile from school who walk or bike to and from school are given permission by parents. But most parents do not want their children to walk to school, even if they live less than ¼ mile away, especially if they live more than two miles away from school.



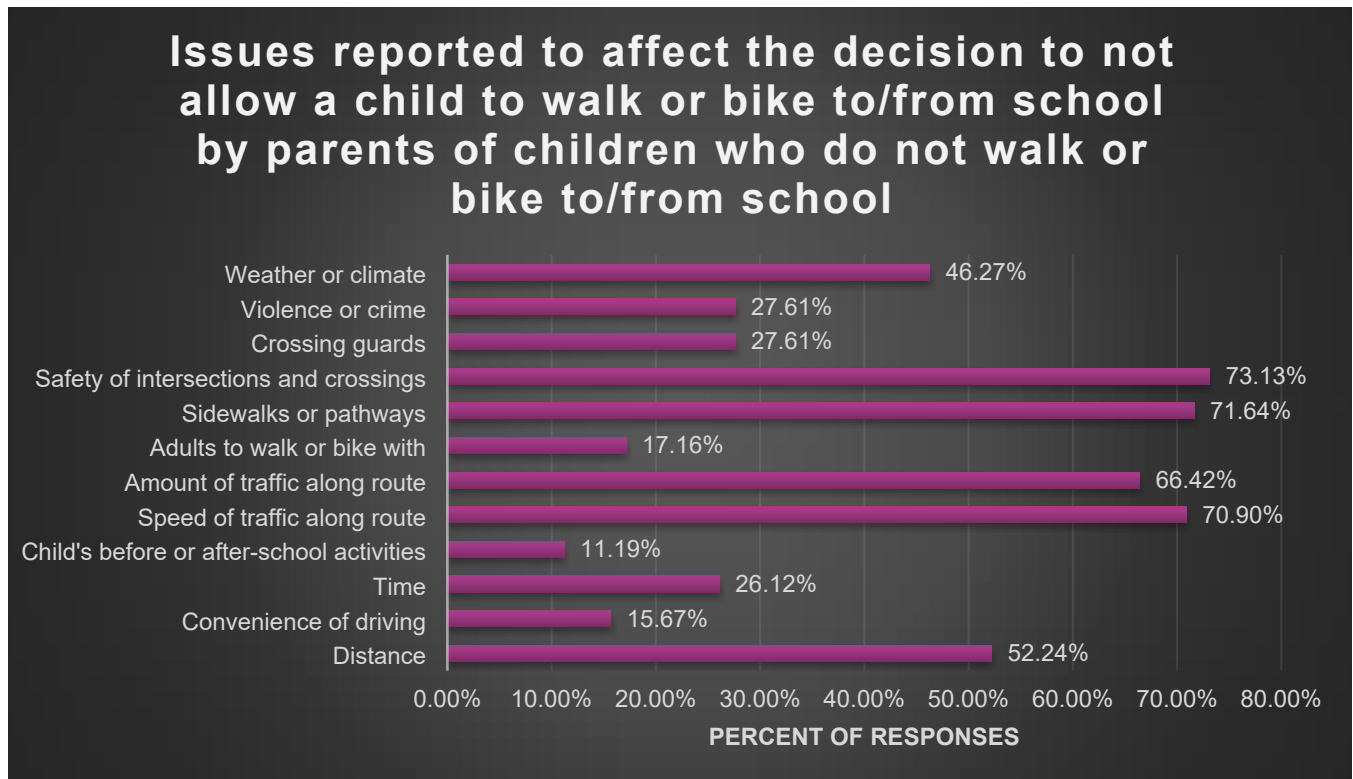
For children that do not already walk or bike to school, parents reported issues to affect their decision to not allow their child to walk to bike to and from school include:

- About 73% of parents reason: safety of intersections and crossings
- 71% of parents reason: sidewalks or pathways
- 70% of parents reason: speed of traffic along route
- 66% of parents reason: amount of traffic along route
- 52% parents reason: distance
- 46% of parents reason: weather or climate
- 27% of parents reason: violence or crime, and lack of crossing guards.

For children that already walk or bike to school, parents reported issues to affect their decision to not allow their child to walk or bike to and from school include:

- 50% of parents reason: sidewalks or pathways
- 46% of reason: distance
- 40% of reason: weather or climate
- 37% of reason: violence or crime

- 28% of reason: speed of traffic along route
- 25% of reason: amount of traffic along route and safety of intersections and crossings.



69% of Parents believe that walking and biking to and from school is healthy or very healthy for their child. 70% of parents believe that walking and biking to and from school is unsafe and very unsafe.

Safety is the top priority for parents, as stated in the survey and comments left by parents, especially with kids walking to school before sunrise. The issue is that the Township does not have sidewalks and therefore parents feel it is unsafe for their children to walk on these roads. Children walk to school on the shoulders of busy, curvy roads with fast drivers who are not paying attention. The parents say that it would be much safer, and they would feel comfortable allowing their kids to walk or bike to and from school if there were safer routes. This requires sidewalks to be placed on these roads. Many parents complain about having to drive their kids to school due to living within a mile radius and not being able to take the bus. This can also be difficult for parents that have to work. They also say that they are not comfortable with their child walking on or near the shoulder of the roads, especially in the morning. Many parents also complain about the speed of drivers. They argue that speed bumps should be placed for safety as well. All these parents are concerned for their child's safety and believe that there is room for safety improvement in Colerain Township.

Parent Attitudes Towards Walking and Biking

The top five reasons that parents do not allow their children to walk or bike to school are, in order:

1. Safety of Intersections and Crossings (73.13%)
2. Lack of Sidewalks or Pathways (71.64%)
3. Speed of Traffic along the Route (70.90%)



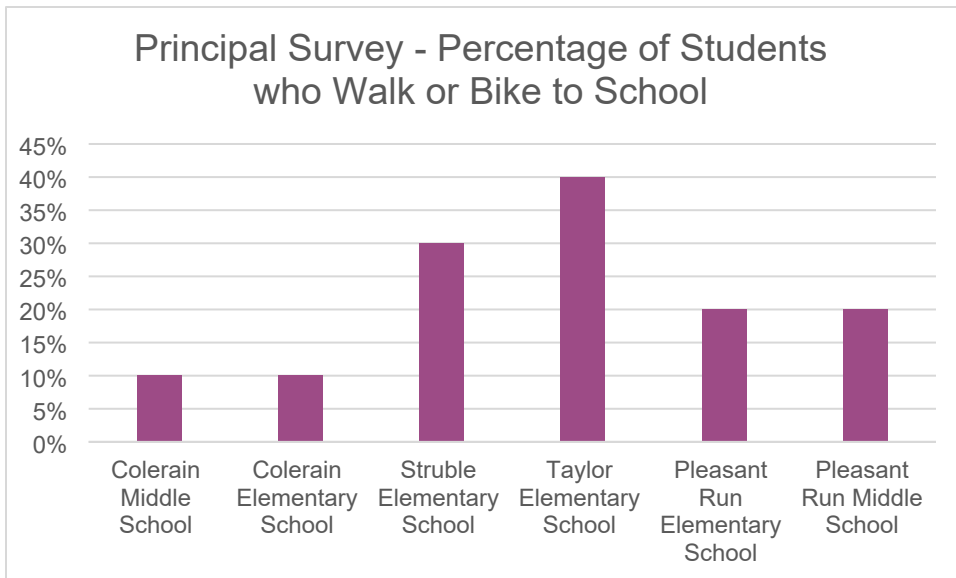
4. Amount of Traffic along the Route (66.42%)
5. Distance (52.24%)

Principal Survey

Colerain Township partners with the Northwest Local School District to provide School Resource Officers, School Safety Officers, and other personnel from the Township's Police Department to each of the schools within the Northwest Local School District. Representatives from the Township Police Department conducted conversations with the various principal's of each school to solicit information that would aid in the development of this plan. The results of those conversations are summarized below:

- The schools do not collect travel information on an annual basis.
- Key Barriers to Walking or Biking to school are consistent across the district and include:
 - » Lack of sidewalks or pathways
 - » Safety concerns at intersections and crossings
 - » Speed of traffic along key student walking routes
 - » Volume of traffic along key student walking routes
 - » Distance
 - » Convenience of driving for parents
 - » Weather or climate
 - » Lack of bicycles or bicycle equipment
 - For example, many of the parents are not able to afford more than one car seat for their students.
- The schools do provide adult crossing guards, however they are primarily focused on vehicular traffic to get the drivers in and out of the school parking lots which are limited in size and capacity. These guards are located at Taylor Elementary, Pleasant Run Elementary, Pleasant Run Middle, and Struble Elementary.
- Students do not have a clear understanding of walking and biking safety skills. This is an area of concern and an area worth consideration for implementation in future years through safety demonstrations. In prior years, there would be "bike rodeos" and other educational events that have not occurred in some time.
- The school currently assesses the pedestrian infrastructure around the school walk zone. However, there are no other Safe Routes to Schools activities currently implemented. The schools are open to consideration of implementation of the following initiatives:
 - » Pedestrian safety education
 - » Bicycle safety education
 - » International Walk to School Day
 - » Events centered around walking or biking to school





Other Public Input (Meetings, Pop-Ups, etc.)

The Township has historically conducted several public meetings, including Town Halls and design charettes around the lack of sidewalks throughout the community. Through these discussions, residents were able to provide perspective on the most critically needed sidewalks. Many members of the community participated in these meetings and an online survey. As a result of that survey, the Township developed a multi-year sidewalk plan. Many of the projects in this plan were supported by the needs of the student body near schools throughout the community. The Township is in various stages of implementation of this plan and is working on the design, right-of-way acquisition, and funding portions of these projects.



Section 4: Recommendations

This step corresponds to Step 6: Recommendations within the guide.

Key Barriers

The project team identified five key issues and barriers to walking and biking for students through community engagement, existing conditions analyses, field observations, and stakeholder guidance.

Barrier: Gaps in the sidewalk network on major roadways

The majority of the physical network between the schools and the neighborhoods requires that pedestrians walk along County Roadways. In Hamilton County, the County Engineer has a policy position to not build sidewalks along County Roads. This means the construction of these sidewalks is at the discretion of the individual Township. Due to funding constraints and limited resources, Colerain Township has not been able to adequately build out this sidewalk network and to create key linkages into the community.

Barrier Unsafe intersections and midblock crossings on neighborhood streets

Similar to the above, intersections are the responsibility of the County Engineer. The County Engineer has a policy to not install traffic control devices to aid in school pedestrian traffic. Colerain Township has previously worked with the Northwest Local School District in the past to install these devices, however several more are needed.

Barrier: Speed and traffic volume along key walking paths and connections to the schools.

Many of the key roads that students walk along to and from school have high daily traffic counts. While these streets are often 35 mph roads, the width of the roadway allows drivers to speed beyond that limit. In addition, many of these roads feature a dedicated left hand turn lane. This lane is often used by motorists to bypass traffic that may be related to school drop off or pick up. This is dangerous to the pedestrians, as they may be crossing the road when there is a car using a turn lane to bypass traffic.

Barrier: Lack of infrastructure to allow for segmented flow of traffic for buses and parents that takes parents through areas where students are walking.

Many of the schools' sites have only one method of ingress and egress. Because of this, students, buses, and cars are all using the same driveway at the same time, creating more opportunities for pedestrians and vehicles to be involved in an accident.

Barrier: *Lack of activities to encourage students to walk and bike*

Due to the lack of infrastructure, learning activities in the schools to encourage walking and biking have not been actively included into the curriculum.

Infrastructure countermeasure Recommendations

This plan makes recommendations that will promote and support Safe Routes to School through a combination of infrastructure projects and non-infrastructure countermeasures. Infrastructure recommendations refer to physical, built projects that change how roadways are configured to provide space for students walking and biking.

Table 7. Infrastructure Recommendations

School	Project Type	Location	Description	Cost	Priority Level	Potential Funding Source	Timeframe
Taylor Elementary	Sidewalk	Springdale Road from Colerain to Loralinda	Fill sidewalk gap on the north and south side of Springdale	High	1	ODOT SRTS; Federal TA; Local Match	Short term
Taylor Elementary	Sidewalk	Springdale Road from Loralinda to Pippin	Fill sidewalk gap on the north and south side of Springdale	High	1	ODOT SRTS	Medium term
Colerain Elementary	Walkway/Bike Path Improvements	Loralinda Dr	Replace the existing pedestrian bridge between 9321 Loralinda to 9337 Loralinda with an ADA accessible, bike friendly crossing	Medium	2	ODOT SRTS	Medium Term
Colerain Elementary	Intersection improvement	Zoellner Road and Compton Road	Add high-visibility crosswalk markings and signage	Low	3	ODOT SRTS	Short term
Colerain Elementary	Sidewalk	Compton Road from Colerain Avenue to Pippin Road	Construction of new sidewalks on north and south side of Compton	High	1	ODOT SRTS; Federal TA; Local Match	Long Term



Colerain Middle	Sidewalk	Springdale Road from Poole Road to Yellowwood Drive	Construction of new sidewalks on north and south side of Springdale	High	1	ODOT SRTS; Local Match; TA Funding	Medium Term
Colerain Middle	Sidewalk	Poole Road from Colerain Avenue to Springdale Road	Construction of new sidewalks on north and south side of Poole	High	1	ODOT SRTS; Local Match; TA Funding	Medium Term
Pleasant Run Elementary & Middle	Intersection Improvement	Kemper Road at Pippin Road	Installation of Traffic Control Devices to Aid with arrival, dismissal, and safe pedestrian crossings	Medium	1	ODOT SRTS	Long Term
Pleasant Run Elementary & Middle	Sidewalks	Pippin Road to Kemper	Installation of new sidewalks on the west side of Pippin and North side of Kemper to connect walkers to the new Abbeytown subdivision	High	1	ODOT SRTS	Long Term
Struble Elementary	Intersection Improvement	Memory at Banning Road	Installation of Traffic Control Devices to Aid with arrival, dismissal, and safe pedestrian crossings	Low	2	ODOT SRTS	Medium
Struble Elementary	Access Improvement	Rear of Struble Elementary to Royal Glen	Create a new bridge that will be the new way for bus traffic to enter and exit the school.	High	3	ODOT SRTS; Clean Ohio	Long Term



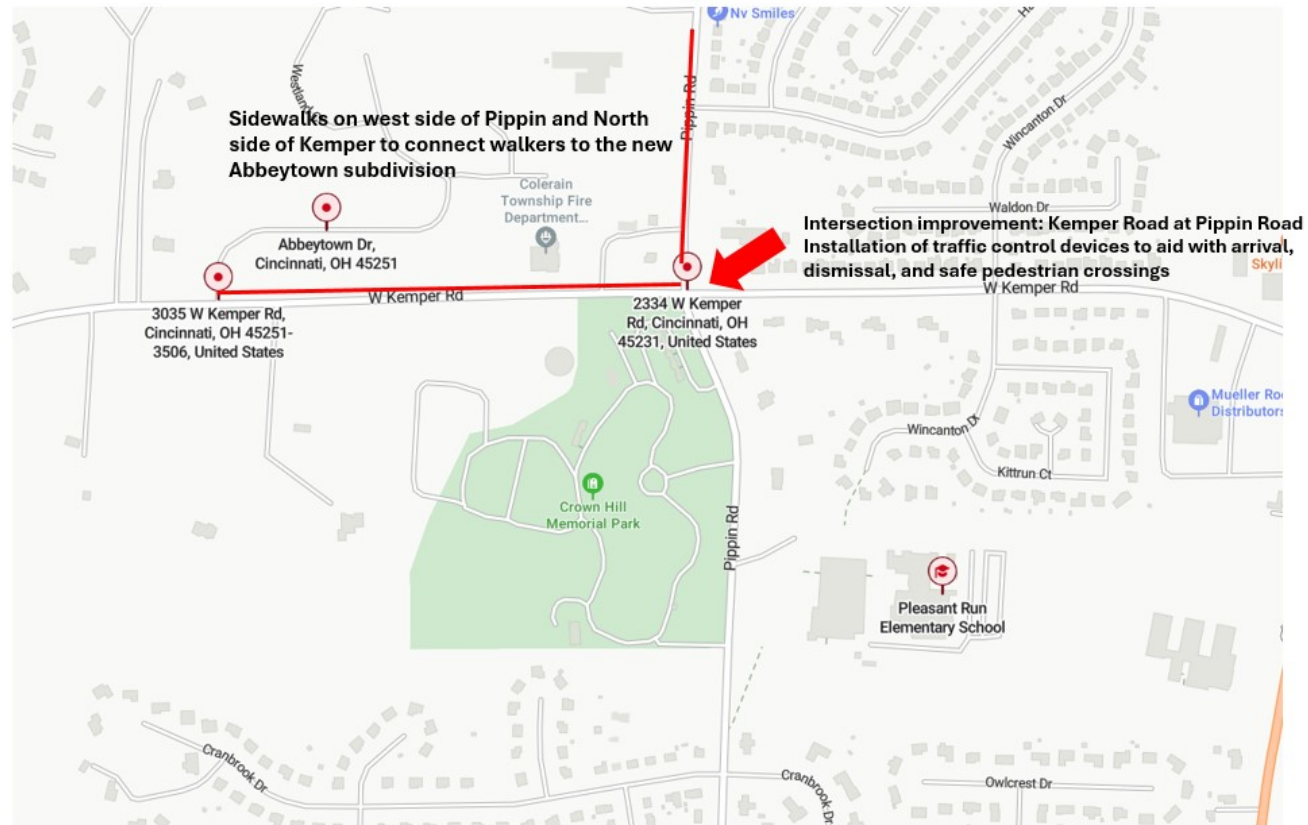
Taylor Elementary	Cross Walk	Installation of new crosswalks across Springdale Road	Signalized crosswalk at the intersection of Season Drive and Springdale Road	Low	1	ODOT SRTS	Medium
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263



Pleasant Run Elementary and Middle

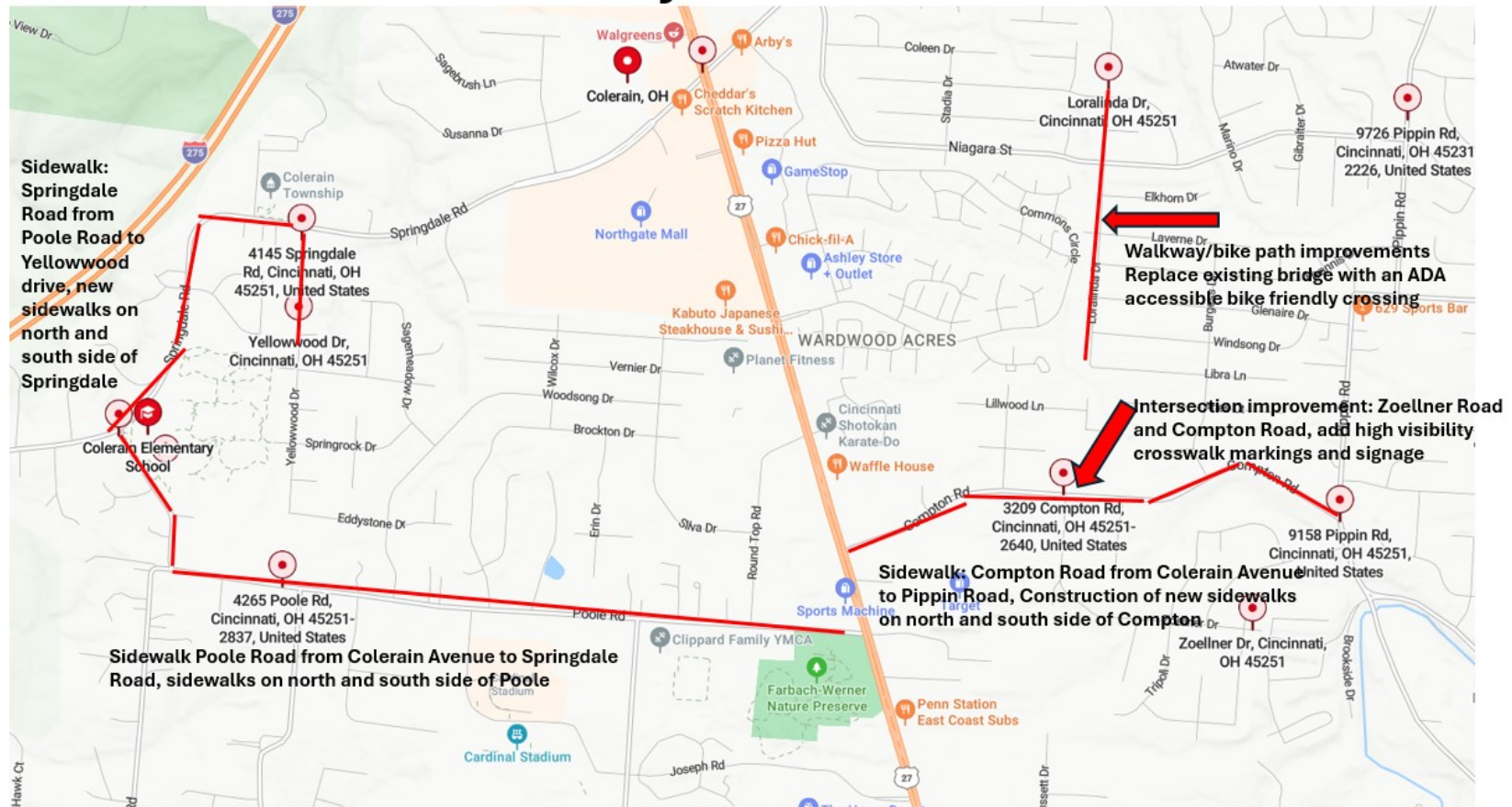


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Colerain Elementary and Middle

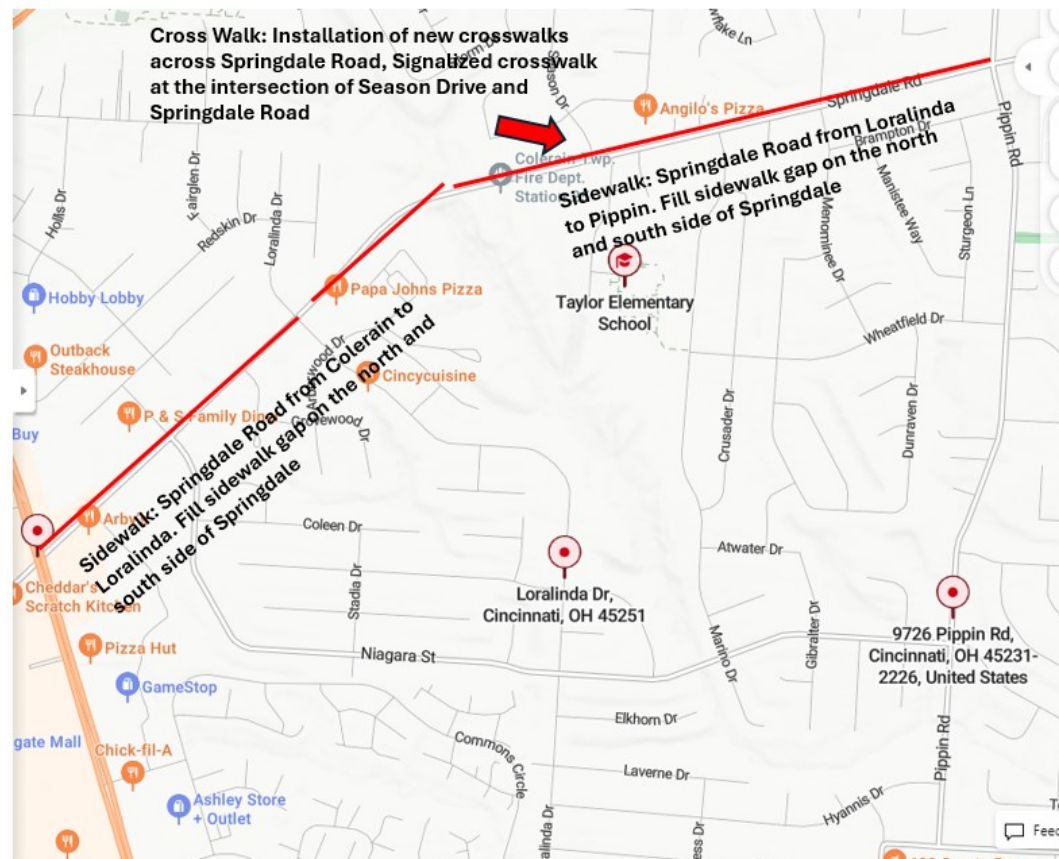


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Taylor Elementary

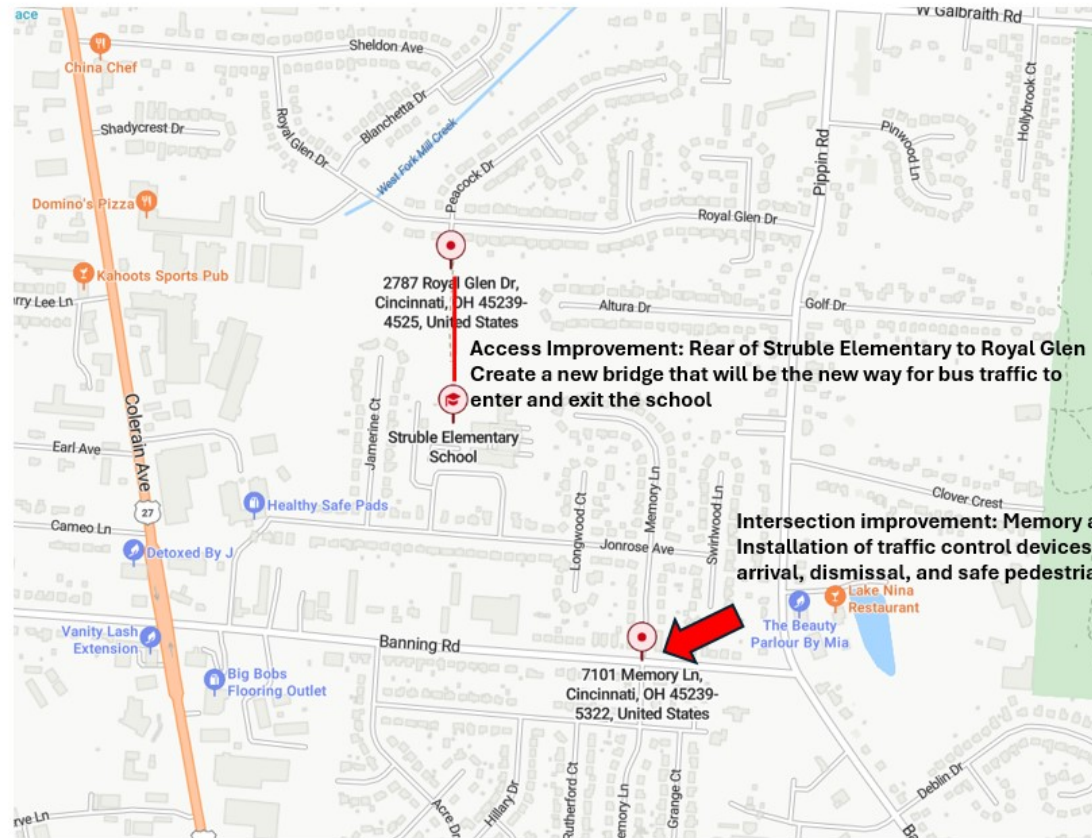


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Struble Elementary



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267



Non-infrastructure countermeasure Recommendations

This plan makes recommendations that will promote and support safe routes to school through a combination of infrastructure projects and non-infrastructure countermeasures. Program and policy recommendations aim to re-prioritize walking and bicycling and to change the culture around active transportation and help increase use through encouragement, education, engagement, enforcement, and evaluation.

Table 8. Program and policy recommendations

School	Project Type	"E's"	Description	Leaders	Timeframe
All target schools	Policy	Evaluation	Evaluate and update existing policies restricting bicycle parking	Northwest Local School District	Within 1 Year
All target schools	Program	Education	Conduct a seminar on Bicycle safety and the importance of wearing a helmet.	Colerain Police Department	Within 3 Years
All target schools	Program	Education	Conduct a seminar on pedestrian safety and crossing busy streets.	Colerain Police Department	Within 3 Years
All target schools	Program	Education	Development of maps showing safe walking and biking paths to schools that are distributed to students	Colerain Township Development Department	Within 2 Years
Colerain Middle School, Pleasant Run Middle School	Program	Encouragement	Student mapping activity in class where the draw a potential walking/biking path to school	Colerain Township Development Department	Within 2 Years



50

268



Implementation

Collaboration is the first step towards successful implementation of the Colerain Township STP. Stakeholders involved in the planning process will be collectively involved in the development, design, funding, maintenance, monitoring, and/or evaluation of the SRTS recommendations. See the table below for a list of implementation responsibilities.

Agency	Role/responsibility	Timeline for implementation
Colerain Township Administration	Apply for funding for priority 1 infrastructure projects	5 years
Colerain Township Administration	Contract for design and engineering for priority 1 infrastructure projects	5 years
Colerain Township Administration	Construction of priority 1 infrastructure projects	5 years
Northwest Local School District	Policy Review	1 year
Northwest Local School District	Priority 1 education and encouragement recommendations	2 years
Colerain Township Development Department	Priority 1 education and encouragement recommendations	2 years

Pledge of Support

Colerain Township and the Northwest Local School District are joining together to improve safety and encourage more students to walk and bicycle to school. The vision for Safe Routes to School in our community is:

*Walking and biking in Ohio will be a safe, convenient,
and accessible transportation option for everyone.*

The undersigned are fully supportive of Colerain Township and Northwest Local School District Safe Routes to School Travel Plan and program, and pledge to support their efforts and provide resources as appropriate.

Signature:

Printed Name: Darrell Yater

Superintendent - Northwest Local School District

Signature:

Printed Name: Jeff Weckbach

Colerain Township - Administrator

Signature:

Printed Name:

President – Northwest Local School District

Signature:

Printed Name: Cathy Ulrich

Colerain Township - Trustee

Signature:

Printed Name: Dan Unger

Colerain Township - Trustee

Signature:

Printed Name: Matt Wahlert

Colerain Township - Trustee



OLD BUSINESS

Department: Administration

Department

Director:

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

Resolution to Re-Appoint and Approve Contract with Jeff Weckbach to Serve as Township Administrator
Recommend ADOPTION of the Resolution.

Rationale:

At the December 10, 2024 Board of Trustees meeting, the Trustees provided an evaluation of Administrator Weckbach and directed the Law Director to draft an updated contract with Mr. Weckbach to continue serving as Township Administrator. That contract is attached for consideration for adoption.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2025, 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. _____ - 25

RESOLUTION RE-APPOINTING JEFF WECKBACH TO THE POSITION OF TOWNSHIP ADMINISTRATOR AND APPROVING ATTACHED CONTRACT

WHEREAS, Jeff Weckbach currently has served as Township Administrator, since September 5, 2022; and

WHEREAS, Jeff Weckbach's current contract to serve as Township Administrator was extended by the Trustees and is set to expire on December 31, 2025; and

WHEREAS, Jeff Weckbach has the experience, knowledge, leadership skills, commitment to the community, and understanding of Colerain Township policies necessary to serve as the Township Administrator; and

WHEREAS, the Board of Trustees, in consideration of Mr. Weckbach's track record as an employee of Colerain Township, desires to extend Mr. Weckbach's contract as Township Administrator.

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

1. That the Board hereby re-appoints Jeff Weckbach to continue to serve as the Township Administrator pursuant to Ohio Revised Code Section 505.031. Mr. Weckbach shall be the administrative head of the Township under the direction and supervision of the Board of Trustees and carry out the duties and responsibilities set forth in Ohio Revised Code Section 505.032.
2. That the Board hereby approves the employment agreement of Jeff Weckbach to serve as Township Administrator which is attached hereto, incorporated herein and designated as Exhibit A, which will replace and supersede all prior Employment Agreements.
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; and

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

ADOPTED this _____ day of January, 2025.

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:

Brodi Conover
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 January, 2025.

Jeff Baker,
Colerain Township Fiscal Officer

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated _____ is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the “Board” or “Trustees” and Jeffrey A. Weckbach, Jr., hereinafter sometimes referred to as “Employee”.

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Township Administrator of Colerain Township as provided by Section 505.031 and 505.032 of the Ohio Revised Code; and

WHEREAS, Employee desires to accept employment as Township Administrator of Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Colerain Township to perform all duties as specified by law in Sections 505.031 and 505.032 of the Ohio Revised Code, the job description for said position, and to perform all other legally permissible and proper duties and functions as the Board from time-to-time assigns. The Employee is normally expected to maintain office hours from 7:30 a.m. to 4:00 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on January 28, 2025, and shall remain in effect until December 31, 2027 unless sooner terminated pursuant to Section 3 of this Agreement. The provisions of Section 3(A) of this Agreement do not apply in the event the Agreement expires by its terms. Both parties shall have the option to extend this agreement under current terms to December 31, 2028. This initial one-year option decision shall be made by December 31, 2025. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2027 or in the event that the option is executed December 31, 2028, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date, and enter into a revised Agreement consistent with such discussions. Employee shall notify the Board 120 days prior to the termination date that this Employment Agreement is set prior to expire. If the Board fails to engage in a negotiation 90 days prior to the termination date, this agreement and subsequent renewed agreements will be considered to renewed for an additional two-year term.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee’s salary for a period of twelve (12) months after the date of termination and to continue health insurance

coverage for a period of twelve (12) months (or in the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of twelve (12) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time and sick time. The parties agree that the within severance pay provision shall constitute Employee's sole and exclusive remedy for the breach of this agreement.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be "terminated without just cause" at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained. The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Ohio. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit. Requests by members of the Board that violate these ethics may be grounds to be "terminated without just cause." Employee shall consult with the Township Law Director prior to any determination being made that any violation of the aforementioned ethics constitutes grounds to be "terminated without just cause." Additionally, the Board shall have ten (10) days to correct and/or address such issue which is communicated by Employee.

D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board twenty-one (21) days' notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office as determined by a majority of the Trustees.

Section 4. Compensation

The Board agrees to pay Employee for his services rendered pursuant hereto on a bi-weekly basis at the same time as other employees of the Board are paid at a minimum rate of \$6,168 every two weeks. The Employee shall be provided an evaluation by January 15th of each year. The Employee's compensation shall be reviewed annually by the Board in conjunction with the annual evaluation. Failure to evaluate and consider the compensation of the Employee shall be considered a positive evaluation and the Employee shall be entitled to a compensation increase of 3%. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. If the Employee is unable to use vacation time to stay within the Board of Trustees policy for vacation accrual limits, the Employee shall be entitled to receive a cash payment for lost vacation hours commensurate with the Employee's current hourly rate of pay. In addition, the Board will pick up and pay 100% of the employee's contribution to PERS to be treated as a fringe benefit.

Section 6. Automobile Stipend

In lieu of providing the employee with a Township vehicle and/or paying mileage for business related purposes, the Board agrees to pay an automobile stipend in the amount of \$500 per month to be treated as a fringe benefit.

Section 7. Strategic Plan Bonus Incentive

If 75% of all strategic plan initiatives across all departments are completed on time, then all staff that is not a member of a collective bargaining agreement would be entitled to a \$100 bonus, payable as a stand-alone check in December of the calendar year. This bonus would be paid by Colerain Township directly to the employees. The Employee would also be eligible for this bonus. This incentive will be available to staff annually throughout the life of this Agreement.

Section 8. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee's duties as Township Administrator.

Section 9. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 10. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Section 11. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement, per Section 4 of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of _____ 2025.

Employee

BOARD OF TRUSTEES

By: _____

Jeffrey A. Weckbach, Jr.

Cathy Ulrich

By: _____

Dan Unger

By: _____

Matthew Wahlert

Prepared by and approved as to form:

Brodi Conover, Law Director

OLD BUSINESS

Department: Police

Department Director: Cathy Ulrich

Strategic Plan Goal:

Discussion - FLOCK

No action is requested of the Board.

Rationale:

Trustee Ulrich has requested a conversation on the potential purchase of FLOCK cameras for the Police Department.

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 - Jason Barrett - \$22.56 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:

- Jason Barrett

The wage for this job is \$22.56 per hour. Contingent upon Board approval, Jason Barrett would be eligible to begin work on February 2, 2025.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

New Hire - Part Time Receptionist - Administration - Bess Witt - \$20/hour
Recommend approval of all consent items.

Rationale:

The position of Part Time Receptionist was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Bess Witt.

The wage for this job is \$20 per hour for up to 28 hours per week. Contingent upon Board approval, she would be eligible to begin work on January 20, 2025.

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

New Hire- Administrative Clerk- Renae Dawson

Recommend the adoption of all consent items.

Rationale:

The position of Administrative Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Renae Dawson.

The wage for this job is \$24.04 per hour. Contingent upon Board approval, she would be eligible to begin work on February 10, 2025.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval December 10, 2024
☐ Reconfiguration of position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Replacement existing vacancy

Job Code: N/A Position Number: 171-1 Administrative Clerk

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Renae Dawson

Hourly rate: \$24.04 Employee Supervisor: Cindy Miller

Min/Max hours/week: 40

Proposed start date: 2/10/2025 Eligibility Date: 1/29/2025

Tentative schedule of hours: 800-1630 M-F

Does this position supervise staff? ☐ Yes ☒ No

Comments: [Click or tap here to enter text.](#)

Department Head Name: Cindy Miller

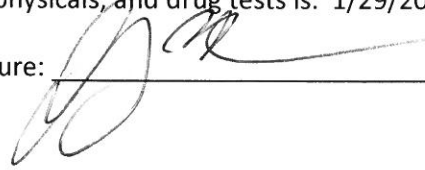
Signature: 

Date: 1/22/2025

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 1/29/2025

Administrator Signature: 

Date: 1/22/2025

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☒ Other job boards

Hiring Process Timeline:

Date of initial posting: October 21, 2024

Date posting closed: January 21, 2025

Interview Committee: Various front line supervisors and Department Directors

Interview dates: Various dates throughout December 2024 and January 2025

Number of applications: 68

Number of candidates interviewed: 7

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - Council on Aging - Insurance Update - No Cost

Recommend approval of all consent items.

Rationale:

The attached is an update to the existing contract with the Council on Aging for Senior Services to reflect changes in insurance requirements for the program.

**AMENDMENT TO
SERVICE AGREEMENT
between
COUNCIL ON AGING OF SOUTHWESTERN OHIO
and
COLERAIN TOWNSHIP BOARD OF TRUSTEES DBA COLERAIN TOWNSHIP SENIOR & COMMUNITY CENTER
TITLE III/NSIP FUNDS OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED,
AND
SENIOR AND COMMUNITY SERVICES (STATE FUNDS)**

This AMENDMENT by and between Council on Aging of Southwestern Ohio, hereinafter referred to as COA, and Colerain Township Board of Trustees dba Colerain Township Senior & Community Center, hereinafter referred to as Provider, is effective 12/30/2024, regardless of when signed.

WHEREAS, the parties executed a Service Agreement, hereinafter referred to as "Agreement," effective 10/01/24 through 09/30/2026, by which Provider agreed to:

- serve the geographic area and perform said services as detailed in Subgrantee's accepted Application submitted, incorporated herein by reference, and as indicated on Service & Funding Schedule of the Agreement;
- meet the Title III Conditions of Participation and Service Specifications, incorporated herein by reference;
- provide the services listed in the service unit specified and at the reimbursement rate indicated on Service & Funding Schedule of the Agreement; and

WHEREAS COA now desires to amend the Agreement as more particularly set forth herein.

COA and Provider, the parties, agree that the language in Section IX - INSURANCE of the Agreement is amended to the following:

SECTION IX - INSURANCE

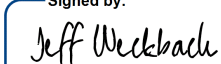
- A. Provider, at Provider's sole cost and expense, agrees to carry and maintain in full force, with no interruption of coverage during the entire term of this Agreement. The insurance must be through a carrier with a financial rating of A or better, licensed to provide insurance in Ohio and reasonably acceptable to COA. Provider agrees to ensure insurance items 6 and 7 are in place no later than 4/1/2025.
1. Comprehensive general liability minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 2. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money by any employee or volunteer of Provider.
 3. Commercial automobile liability insurance, covering all vehicles that are used or operated by Provider to deliver service(s) with coverage against claims for property damage, bodily injury, mental anguish and/or death in the amount of not less than \$1,000,000 per occurrence if providing transportation services.
 4. Workers' Compensation Insurance. Provider shall provide evidence of Workers Compensation insurance, including Statutory Coverages for the state(s) in which you are providing services, and Employers Liability of \$1,000,000. The Provider shall provide all necessary unemployment and workers' compensation insurance for the Provider's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under the contract.
 5. Provider of health care services, social work/counseling, and nutritional consultation shall carry and maintain professional liability insurance insuring Provider and such professionals against any and all claims, actions, causes, costs, and expenses relating to or arising out of the performance of services under this Agreement, on an occurrence basis, or claims made with appropriate tail coverage. The minimum amount of coverage shall be \$2,000,000 for each incident and \$2,000,000 annual aggregate.

6. Sexual Abuse & Molestation Liability Insurance should be included in the amount of not less than \$1,000,000 for the following services: home delivered meals, home care assistance, transportation, independent living assistance, supportive services, and adult day services.
7. Umbrella/Excess Liability Insurance coverage should be included in the amount of not less than \$1,000,000 for all services.
8. A fidelity bond covering all individuals authorized by Provider to collect and/or disburse funds shall furnish COA with a Certificate of Insurance evidencing Provider's liability insurance meets the proper requirements. All insurance certificates shall name "Council on Aging of Southwestern Ohio" as an additional insured on a primary and noncontributory basis, including Products/Completed Operations, and shall include a provision that requires written notice to COA at least thirty (30) calendar days in advance of any change, cancellation, or non-renewal of coverage. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required insurance coverage, shall be grounds to terminate this Agreement.
9. Provider understands that it is responsible for ensuring a current Certificate of Insurance is received by COA's Procurement and Provider Services Department by emailing it to Provider_Services@help4seniors.org with at least thirty (30) days advance notice, and in any event, will provide notice as soon as reasonably practicable, whenever a change is made to the Provider's Insurance coverage including, but not limited to, change of Insurance carriers, change in coverage, or renewal of coverage.
10. Provider waives all rights of subrogation against COA for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
11. Provider further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of this Agreement.
12. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
13. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

All other Service, Terms, and Conditions of the original Agreement remain in full force and effect.

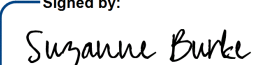
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Provider: Colerain Township Board of Trustees dba Colerain Township Senior & Community Center

Signed by:

 Jeff Weckbach, Administrator

Date: 12/23/2024 | 12:51 PM EST

COA: Council on Aging of Southwestern Ohio

Signed by:

 Suzanne Burke, Chief Executive Officer

Date: 12/23/2024 | 9:26 AM EST

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - High Match - Pre-employment Screenings - \$6,500

Recommend approval of all consent items.

Rationale:

The attached agreement will provide for pre-employment screenings for employees of the Fire Department for an annual cost of \$6,000. The initial term has a one time fee of \$500.



Order Form

Contact Information

Account Name: Colerain Township **Prepared By:** Kirsten Steele
Contact Name: Will Mueller **Date Prepared:** 1/17/2025
Contact Email: wmueller@colerain.org **Order Expires:** 1/31/2025

Order Details

Subscription Fees	Price	Qty	Subtotal
HighMatch: Platform Subscription - License to use the HighMatch platform to assess candidates across multiple jobs. 168 employees are estimated.	\$6,000.00	1	\$6,000.00
Subtotal			\$6,000.00

One Time Fees	Price	Qty	Subtotal
Service: Rapid Assessment Setup - One-time fee to engage the HighMatch services team to build a personalized assessment package for a specific job. For each job, the service includes a review of existing job materials, up to 2 intake calls with client job experts and construction of a personalized assessment package.	\$500.00	1	\$500.00
Subtotal			\$500.00

Total Amount	\$6,500.00
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Terms

Effective Date: This Order Form is effective upon date of signature.
Payment Method: Invoice
Billing Terms: Due Upon Receipt
Billing Frequency: Subscription fees are billed every 12 months and billing begins when an order is

executed. Any one time fees are billed in full when an order is executed.

Term of Agreement: The term of the Agreement is 12 months and begins on the Effective Date of this Order Form. **The Agreement will automatically renew at the end of the term for successive 12 month terms unless cancelled by you at least 30 days prior to renewal.** Subscription fees are included at renewal. One Time fees are excluded at renewal.

Terms of Use HighMatch's Terms of Service ("Agreement") govern the use of the Services. The Agreement can be reviewed at: <http://www.highmatch.com/terms-of-service>. This Order Form incorporates the Agreement.

Invoice Contact Information

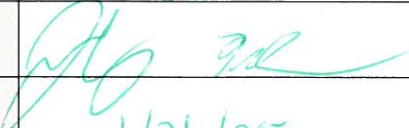
HighMatch will email invoices according to the terms of this Order Form. Please indicate to whom you want invoices emailed.

Invoice Contact Name	
Invoice Contact Title	
Invoice Contact Phone	
Invoice Contact Email	

Street Address	4200 Springdale Road		
City	Cincinnati	State	OH
Zip Code	45251		

Signature

I have read and I accept all the terms in this Order Form, and I have the authority to bind my company to the terms.

Name	Will Mueller Jeff Weickbold
Title	Administrator
Signature	
Date	1/21/25

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

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

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

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - From Tara Dahal - \$200.00 (\$50.00 Visa Gift Card x 2, \$100.00 Visa Gift Card x 1)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$100.00 donation from Tara Dahal.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - From Chris Marino - \$1,200.00 (Cash)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$1,200.00 donation from Chris Marino.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - Henry Stoeppel - \$750.00
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$750.00 donation from Mr. Henry Stoeppel.