COLERAIN
TOWNSHIP ~ OHIO

Regular Meeting of the Board of Trustees - April 22, 2025

[RM_AGENDA_DATE]

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. Proclamation for National Public Works Week (May 18-24, 2025)
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Motion Authorizing the Township Administrator to Execute a Contract with Tri-Health Mental Health Services - $10,016.40
b. Resolution Declaring a Junk Motor Vehicle - 2766 Byrneside Dr. - 1 of 3
c. Resolution Declaring a Junk Motor Vehicle - 5965 Springdale Rd. - 2 of 3
d. Resolution Declaring a Junk Motor Vehicle - 8707 Moonlight Ln. - 3 of 3
e. Resolution Declaring Registrable Properties and Ordering Abatement - AUX Funding LLC. - 1 of 2
f. Resolution Declaring Registrable Properties and Ordering Abatement - RP2HAM LLC. - 2 of 2

Public Services

a. Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Springdale Road Sidewalks
b. Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Poole Road Sidewalks
c. Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Amarillo Court

Development

Administration

a. Resolution Adopting Transitional Work Program Policy and Leaves of Absence Policy Update
b. First Reading - Resolution Updating Township Nuisance Resolution
c. Motion Authorizing the Township Administrator to Execute an Agreement with KnowBe4 for $17,732

11. Old Business

12. Consent Items

a. Aggregation Contract - 9.36 cents per kWh - Expires June of 2026
b. Contract - Crosshatch Property Works - Grass Abatement Contractor
c. Contract - Silco - DVR for Cameras - $3,407
d. Contract - Choice One - Engineering for Sorta Grant Applications - $4,350
e. New Hire – Summer Camp Director - Department of Public Services – Anne Tracey - $17.00/hr
f. New Hire – Summer Camp Assistant Director - Department of Public Services – Deiontay Walters - $16.00/hr
g. New Hire – Summer Camp Counselors - Department of Public Services - Wages Vary
h. New Hire – Seasonal Maintenance Workers - Department of Public Services - Wages Vary

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement 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

Proclamation for National Public Works Week (May 18-24, 2025)

Recommend ADOPTION of the Proclamation.

Rationale:

The attached proclamation recognizes our Public Services Department for all of their hard work. This department is responsible for the maintenance of our roads, the upkeep of our parks, removal of trash and litter from the right of way, and many other tasks that make our community a great place to live, work, and play.

PROCLAMATION FOR
NATIONAL PUBLIC WORKS WEEK
MAY 18-24, 2025

COLERAIN
TOWNSHIP ~ OHIO

Whereas public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Colerain Township; and,

Whereas these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas it is in the public interest for the citizens, civic leaders, and children of Colerain Township to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

Therefore, be it resolved, that the Colerain Township Board of Trustees does hereby designate the week of May 18–24, 2025, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Cathy Ulrich Trustee	Daniel Unger Trustee	Matt Wahlert Trustee

Jeffrey D. Baker
Fiscal Officer

Date: April 8, 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 a Contract with Tri-Health Mental Health Services - $10,016.40

Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Department of Fire and EMS seeks formal approval to enter into a contract with Bethesda Healthcare to provide comprehensive mental health services to fire department personnel. This partnership aims to proactively support our fire department personnel's mental health and wellness by ensuring timely access to professional resources, including counseling, crisis intervention, and stress management services.

Bethesda Healthcare, a trusted provider with extensive experience in emergency responder wellness, will deliver tailored support programs that align with the high-stress nature of fire and EMS work. The initiative reflects Colerain Township's ongoing commitment to workforce well-being, resilience, and operational readiness. Furthermore, this agreement represents a strategic investment in the health and performance of department members, promoting a safer, more sustainable work environment. Approval of this contract will allow for immediate implementation of services under a structured and responsive care model.

MASTER SERVICE AGREEMENT

This Master Services Agreement (this "Agreement") is made by and between Bethesda Healthcare Inc. ("Bethesda") an Ohio nonprofit corporation with principal offices at 4665 Cornell Road, Suite 350, Cincinnati, OH 45241 and Colerain Township Department of Fire & EMS ("Company") with principal offices at 4160 Springdale Road, Colerain Township, OH 45251.

WHEREAS, Bethesda provides a variety of corporate health services to employers and other organizations, including through the TriHealth EAP, the TriHealth Onsite Medical Services Program, Occupational Medicine, and the TriHealth Workplace Wellbeing and Fitness;

WHEREAS, Company desires to engage Bethesda to provide such corporate health services as are specified herein;

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

ARTICLE I

SERVICES AND FEES

1.01 Services. Bethesda shall provide services to Company as specified in the TriHealth EAP Scope of Work attached hereto as Exhibit A (the "Services").

1.02 Fees. For the provision of the Services, Company shall pay Bethesda all Fees described Exhibit A. Bethesda shall send an invoice to Company on a monthly basis for such Fees. Company shall pay invoices within thirty (30) days after receipt. In the event Company questions or disputes any invoice or fees referenced in an invoice, Company must notify Bethesda within ten (10) days after receipt of the invoice. Failure to dispute an invoice or any amount referenced in an invoice within such ten (10)-day period shall result in the waiver of Company's right to dispute the invoice or any amount referenced in the invoice. Bethesda shall have the right to increase the Fees on an annual basis by no more than 4%.

1.03 Company Responsibilities.

(i) Company shall designate an associate to act as the liaison between the parties in the day-to-day activities with respect to the Services being provided by Bethesda ("Company Coordinator"). The Company may change the Company Coordinator at anytime upon written notice to Bethesda. The initial Company Coordinator is:

Jim Bowman
4160 Springdale Road
Colerain Township, OH 45251
P: 513-910-1201
E: jbowman@colerain.org

(ii) Company shall provide such space, equipment and supplies as Bethesda and the Company Coordinator mutually agree is reasonable to effectuate the provision of Services under this Agreement. Bethesda shall not be responsible for supplying space, equipment, or supplies except as is specifically set forth in an applicable Exhibit.

(iii) Company shall provide internal Company publicity and communications appropriate to support the provision of Services by Bethesda. Bethesda will provide recommendations as to such publicity and communications. Where Bethesda provides publicity and marketing materials, as specifically described in an applicable Exhibit, Company shall distribute such materials.

1.04 Qualified Personnel. Bethesda warrants that it is qualified to perform the Services described in this Agreement and that all of the Services to be provided under this Agreement shall be provided by duly qualified employed or independent contractor personnel, and if required by law, such personnel shall be licensed or certified by the appropriate governing body.

ARTICLE II

FORMS AND RECORDS

2.01 Company shall obtain all necessary authorizations, consents, or other permission from employees/participants as required by federal and State laws and regulations, in order to permit Bethesda to provide Services for Company hereunder. Company shall be solely responsible for compliance with any local, State or federal laws or requirements of licensing agencies as they may apply to Company.

2.02 Notwithstanding the foregoing, Bethesda reserves the right to require employees/ participants to complete any additional intake, consent and/or authorization forms as Bethesda determines necessary or appropriate prior to providing Services (including, but not limited to, any preventive screening services) to such employees/ participants. Bethesda may, in its discretion and without breaching the terms of this Agreement, decline to provide Services to any employee/participant who refuses to complete such forms.

2.03 All employee/participant files created in connection with the provision of the Services described on Exhibit A shall be and shall remain the property of Bethesda or its contracted provider/counselor Bethesda shall maintain the confidentiality and security of such records to the full extent required by applicable law. Upon the termination of this Agreement and subject to the conditions specified in the next sentence, Bethesda shall transfer to the successor service provider/company designated by Company a copy of employee/participant identifiable information maintained by Bethesda in connection with the Services. Any such transfer must: (i) be requested by Company in writing prior to the effective date of termination of this Agreement; (ii) occur in the timeframe mutually agreed upon by the parties and via the medium determined by Bethesda; (iii) be at the Company's sole cost; (iv) be authorized in writing by the employees/participants; and (v) otherwise be permissible under applicable law and Bethesda policy and procedure. Notwithstanding the foregoing, both parties will comply with all applicable federal and State laws and regulations concerning confidentiality and the release of private medical information. This provision shall survive termination or expiration of this Agreement.

ARTICLE III

TERM AND TERMINATION

3.01 Term. The term of this Agreement shall commence on May 1, 2025 (the "Effective Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for additional one (1)-year terms, unless terminated as provided herein.

3.02 Termination. After the expiration of the Initial Term, this Agreement may be terminated by either party at any time for any or no reason upon sixty (60) days' written notice to the other party. Either party may terminate this Agreement in the event that the other party shall default in the performance of any material duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof has been given to such party by the party not in default.

3.03 Continuing Obligation. In the event this Agreement is terminated, each party shall be relieved from any further obligations to the other party under this Agreement except for those duties and obligations that expressly survive termination of this Agreement. Company agrees that its obligation to pay Bethesda for Services provided prior to and on the effective date of termination shall survive termination of this Agreement.

ARTICLE IV

STANDARD TERMS AND CONDITIONS

4.01 Insurance. Each party, at its sole cost and expense, shall procure and maintain for the term of this Agreement such policies, to include programs of self-insurance, of comprehensive general liability, workers' compensation coverage as required by law, and other insurance as shall be customary and commercially reasonable to maintain to insure such party against any claim or claims for damages arising as a result of injury to property or person. Upon reasonable request, each party shall submit to the other party a current certificate(s) of insurance prior to the commencement of this Agreement and upon reasonable request during the term of this Agreement.

4.02 Compliance with Law. The parties shall perform all obligations set forth in this Agreement in compliance with all applicable State, federal and local laws and regulations, including but not limited to, laws and regulations addressing confidentiality of health information. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement is subject to laws or regulations from time to time adopted by any regulating agency, this Agreement shall be amended to conform to such laws, rules and regulations.

4.03 Compliance with Policy. Except as set forth below, Bethesda agrees to perform the Services in a manner consistent with Company's policies and/or procedures and protocols applicable to the provision of the Services pursuant to this Agreement (the "Policies"). Company shall provide Bethesda with a current and complete copy of the Policies prior to, or on the effective date of this Agreement and with updates throughout the term of this Agreement. Notwithstanding the foregoing, under no circumstances shall Bethesda perform the Services in a manner consistent with the Policies if doing so would be inconsistent with, or contrary to, (as Bethesda determines in its sole discretion), Bethesda's policies and procedures and applicable laws, regulations and ethical standards, including but not limited to those promulgated by the State Medical Board of Ohio or the State of Ohio Board of Nursing.

4.04 Out-of-State Employees. Company agrees to notify Bethesda, in advance, of any Company employee/participant residing outside the State of Ohio if Company desires for Bethesda to provide any Services specific to such employee/participant. Company acknowledges and agrees that, due to health care provider certification/licensure requirements of states other than Ohio, Bethesda may be unable to provide Services for Company employees/participants that reside outside the State of Ohio. If Bethesda is unable to provide Services under the circumstances described in this Section 4.04 it shall timely notify Company and such inability shall not be deemed a breach of this Agreement by Bethesda.

4.05 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after it is mailed, certified, return receipt requested, postage prepaid to a party at its address listed on the first page of this Agreement. Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.

4.06 Independent Contractors. Company and Bethesda are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. None of the benefits provided by Company to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance shall be provided by Company to any of Bethesda's employees.

4.07 Strike; Work Stoppage. The parties acknowledge and agree that notwithstanding anything to the contrary herein, Bethesda will not provide any Services pursuant to this Agreement during a strike, work stoppage, boycott or picket by Company employees.

4.08 Governing Law; Venue. This Agreement will be governed by the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the state of Ohio in Hamilton County and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement. This Section shall survive termination of this Agreement.

4.09 Participation Warranty. Company represents and warrants to Bethesda that: (i) Company is not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) Company has not arranged or contracted (by employment or otherwise) with an employee, contractor, and/or agent that Company or its affiliates knew or should have known are excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against Company or any of its affiliates or to their knowledge against any employee, contractor, and/or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). Company during the term of this Agreement shall notify Bethesda of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. Bethesda shall have the right to terminate this Agreement immediately and without penalty upon the occurrence of an Exclusion/Adverse Action.

4.10 Access to Books and Records. The parties to this Agreement acknowledge that they may be obligated to comply with Section 1861(v)(1)(l) of the Social Security Act, as amended, and written regulations promulgated thereunder. Accordingly, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any service rendered pursuant to this Agreement: (i) until the expiration of four (4) years after

the furnishing of any Service pursuant to this Agreement, Company will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the parties that are necessary to certify the nature and extent of cost incurred for such Service; and (ii) if either party carries out any of its duties under this Agreement through a sub-contract with a related organization involving a value or cost of $10,000 or more over a twelve (12)-month period, such party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Service pursuant to said sub-contract, the related organization will make available, upon written request, of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records, or other data of said related organization that are necessary to certify the nature and extent of such costs. This provision shall survive termination of this Agreement. If it should be determined by counsel for Bethesda or a competent administrative or judicial authority that Section 1861(v)(1)(1) of the Social Security Act, as amended, and the written regulations promulgated thereunder, do not apply to the Services rendered under this Agreement, then this Section shall be void.

4.11 Assignment; Subcontractors. Company shall not assign or transfer this Agreement without the prior written approval of Bethesda. Bethesda may assign this Agreement to an affiliate or successor entity at any time without consent of Company. Bethesda shall have the right to subcontract its rights and obligations under this Agreement without prior approval from, or notice to, Company; provided that any such subcontractor(s) shall be duly qualified and if required by law, licensed or certified by the appropriate governing body.

4.12 Non-Solicitation. Company agrees that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement (for any or no reason) will it call upon or solicit any employees of Bethesda for the purpose of employing, hiring or otherwise interfering with the employment relationships of such employees; nor will it directly or indirectly (through an agency or otherwise) for itself or on behalf of or in connection with any other person, firm, partnership, corporation, association or facility solicit, hire, employ, utilize the services of or take away any such employee from Bethesda. In the event of a breach of this Section by Company, Company agrees to pay to Bethesda liquidated damages in an amount equal to twenty-five percent (25%) of such employee's annual salary, as liquidated damages, plus reasonable attorneys' fees and expenses incurred by Bethesda in connection with the collection of this sum. Such liquidated damages are not intended as a penalty, but as a stipulated measure of damages resulting from Company's breach of this Section. The Company and Bethesda acknowledge and agree that the amount of damages caused by a breach of this Section are not ascertainable and the amount of liquidated damages provided in Section is a reasonable approximation of the damages Bethesda would incur if Company breaches this Section.

4.13 Intellectual Property. Any materials shared by Bethesda with Company, including, but not limited to, marketing information and presentations about Bethesda’s services, programs and program materials, business operations, software, software escrow, and systems processes used by Bethesda and/or its subcontractors to provide the Services herein and any Company feedback on the Services provided herein are the copyrighted, proprietary, and confidential property of Bethesda (collectively, the “Intellectual Property”) and that as between Bethesda and Company, all right, title and interest in and to the Intellectual Property, including but not limited to all patent, copyright, trademark and trade secret rights, are owned by, belong to and remain with Bethesda and not Company. Company shall maintain the Intellectual Property in confidence and

shall not permit any other person to, reproduce, distribute, sell, transfer, publish, disclose, rent, lease, sublicense, disassemble, decompile, reverse engineer, modify, translate, or create derivative works based on the Intellectual Property (and any copies thereof). Company shall use the Intellectual Property only for its own internal business use and only in compliance with this Agreement. Company shall be responsible for, and shall take appropriate steps to ensure compliance by, its employees and agents with respect to Company's obligations under this Agreement. Upon termination of this Agreement, Company shall, as directed by Bethesda, return or destroy the Intellectual Property.

4.14 Conditions and Limitations. Company agrees that it has retained Bethesda to provide only the services outlined in this Agreement. Company acknowledges that Bethesda has not and will not provide Company advice regarding any employment matters related to the Services, and that Company is solely responsible for any employment-related liability as it relates to the Services, including but not limited to, the substantive components of any wellness program, and any employment decisions made based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Company agrees to indemnify Bethesda and hold Bethesda harmless from any legal proceedings arising from the Services, including but not limited to, the substantive components of any wellness program and any employment decisions made by Company based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Further, Company shall be responsible for providing to employees/participants any notice which may be required by the Equal Employment Opportunity Commission's ("EEOC") final regulations regarding employer health related inquiries or medical examinations which are part of an employee health program. The EEOC has issued a model notice which may be found at: https://www.eeoc.gov//laws/regulations/ada-wellness-notice.cfm.

4.15 Third Parties. Nothing herein express or implied is intended to nor shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.

4.16 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Bethesda:	Colerain Township Department of Fire & EMS
By: 	By: _____
Name: Steve Mombach	Name: _____
Title: SVP, Ambulatory Services & Network Development	Title: _____
Date: 3/27/2025	Date: _____

EXHIBIT A

Scope of Work: TriHealth EAP

1. Base Fees.

A. For the provision of the TriHealth EAP, Company will compensate Bethesda at rate of $4.91/month per Eligible Employee, as defined below. Additional Fees also apply for specific optional Services, as set forth below. Fees are subject to increase as set forth in Section 1.02 of this Agreement.

B. "Eligible Employees" shall mean such number of employees as Company shall designate in writing as eligible to receive services. The initial number of Eligible Employees shall be: 170. The number of Eligible Employees may be changed by Company if Company provides written notice on or before the 20th of the month prior to the month for which Company desires such change to be effective. This written notice may be sent via electronic mail to: TriHealthEAP-CST@TriHealth.com .

2. Scope of Services.

A. Designated TriHealth EAP Contact. Bethesda will designate a Service Coordinator to work with Company day-to-day contact regarding the TriHealth EAP described in this Exhibit.

B. Eligible Participants. Eligible Participants shall include all Eligible Employees of Company and their covered family members. Covered family members shall include the following persons: spouse, unless or until legally separated; and children falling into at least one of the following categories: (i) all unmarried children under age 19; (ii) unmarried dependent children at least age 19 but under age 26, if such child depends wholly upon the Eligible Employee for support and maintenance; and (iii) all unmarried mentally or physically disabled children, if the disability occurred before the child reached age 26, unless and until the child recovers from the disability.

C. Web Site and Web Site Services. Eligible Participants are entitled to unlimited access to and use of the TriHealth EAP Web site, www.trihealtheap.com, and the Ask-A-Counselor also accessed from www.trihealtheap.com. Users are requested to log in to the site by identifying Company as the eligible employer. This will permit tracking and reporting to Company of aggregate, non-individually-identifiable data on use of the web site and web site services by Eligible Participants.

D. Assessments: Self-referral. Eligible Participants are entitled to unlimited, confidential problem assessment services through self-referral to the TriHealth EAP. These services will be documented as a "Case" and reported to Company only as aggregate utilization data. All assessments are conducted by a qualified behavioral health professional through in-person and/or telephone contact. Access to assessment services is made by calling Bethesda at (513) 891-1627 within the greater Cincinnati area or (800) 642-9794 outside the Cincinnati area or through the TriHealth EAP Web site at www.trihealtheapcom .

E. Assessments: Employer Referrals. Company is entitled to make unlimited referrals of Eligible Employees to Bethesda for assessment related to performance, fitness-for-duty and substance abuse issues. Substance abuse assessments will be conducted by appropriately qualified substance abuse professionals and will meet the requirements of Ohio Bureau of Worker's Compensation Drug-Free Safety Program and United States Department of Transportation regulations. The referred employee will be notified that he/she is required to give written consent to release information to Company prior to the assessment if Bethesda is to confirm to Company that the employee complied with the referral. If the

employee refuses to provide written consent or authorization to release information to Company, Bethesda may treat such assessment as a self-referral.

Company acknowledges and agrees that Bethesda's standard procedure shall be to obtain a drug screen on Eligible Employees referred for a fitness-for-duty assessment. All drug screens shall be obtained at Company's expense, and no part of the cost of such services is included in the Base Fee hereunder. Bethesda will coordinate the process of obtaining the drug screen and will pass the bill through to the Company.

Bethesda may also recommend the employee be referred for an Independent Medical Evaluation (IME) as part of a fitness-for-duty assessment. Any such referral would only be made after authorization is obtained from Company. If Company authorizes the referral, Bethesda will coordinate the process of obtaining the IME and pass the bill through to the Company. One fitness for duty assessment per year will be fully included in the annual PEPM cost.

F. Assistance and Counseling Services. Eligible Participants are entitled to receive up to 6 employee assistance counseling sessions each, including assessment sessions, for any Case where the identified problem is appropriate for short-term, outpatient counseling intervention. Sessions are available in-person, by phone, and through the internet, depending on the needs and preferences of the Eligible Participant. The appropriateness of the problem for intervention will be determined by the Bethesda clinician, in his/her sole discretion. If the problem is not appropriate for short-term, outpatient counseling, the Bethesda clinician will refer the Eligible Participant to a resource that is appropriate for the problem. This referral will be made with due regard to the requirements of the Eligible Participant's health care benefit plan, to the extent known to Bethesda, but Bethesda will advise the Eligible Participant that they, and not Company or Bethesda, shall be responsible for payment of any and all costs and fees not covered under their health care benefit plan.

G. Critical Incident Response Debriefing. Upon request by Company, Bethesda will provide on-site critical incident response debriefing services for employees affected by events such as workplace injury or violence, or the unexpected critical illness or death of a co-worker. Bethesda will consult with Company regarding the most therapeutic timing of such services. Critical incident response debriefing services outside the Greater Cincinnati Area are not included in the Base Fee, and Company shall pay Bethesda for each counselor $180 per hour for time spent on-site, $1,000 per full day, plus travel and expenses. "Greater Cincinnati Area" for this and all Services in this Exhibit shall mean Hamilton, Butler, Warren, Montgomery, Clermont and Brown counties in Ohio; Boone, Bracken, Campbell, Kenton, Gallatin, Grant and Pendleton counties in Kentucky; and Dearborn, Franklin and Ohio counties in Indiana. Outside the Cincinnati area, additional hours are billed at cost plus an administration fee.

H. Supervisor Training. Bethesda will provide up to 4 hours of on-site training in the Greater Cincinnati Area for employees designated by Company as supervisors, as part of the initial implementation of the TriHealth EAP. Company-designated supervisors are also entitled to unlimited participation in any quarterly supervisor training provided by Bethesda at Bethesda's site. Additional on-site training is available in the Greater Cincinnati Area and outside the Greater Cincinnati Area at $180 per hour, $1000 per full day, plus travel and expenses.

I. Employee Training. Bethesda will provide up to 4 hours of on-site training in the Greater Cincinnati Area for Eligible Employees as part of the initial implementation of the TriHealth EAP. Eligible Employees are also entitled to unlimited participation in quarterly Enrichment Series Presentations provided by Bethesda at Bethesda's site. Additional on-site training is available in the Greater Cincinnati Area and outside the Greater Cincinnati Area at $180 per hour, $1000 per full day, plus travel and expenses.

J. Management Consultation. Bethesda will provide reasonable consultation regarding the initial implementation and operation of services and employee referrals. This includes the provision of sample language for a Company Employee Assistance Program Policy Statement, consultation regarding violence in the workplace policy and fitness-for-duty Additional on-site consultation is available in the Greater Cincinnati Area and outside the Greater Cincinnati Area at $180 per hour, $1000.00 per full day plus travel and expenses.

K Program Promotion. Bethesda will provide standard brochures describing the TriHealth EAP for distribution by Company to all employee households as part of the implementation of services. Additional brochures will be provided for distribution at the workplace. Customized brochures are not included in the Base Fee but are available at cost plus a small administrative charge.

Special promotional items such as Table Tents, Refrigerator Magnets, Pens, etc., are not included in the Base Fee, but are available at cost plus a small administrative charge.

Bethesda will make one staff member available, upon request, for up to 4 hours per year for on-site participation in the Greater Cincinnati Area in special events such as Health Fairs, Open Enrollment, etc. Additional on-site participation is available in the Greater Cincinnati Area and outside the Greater Cincinnati Area at $180.00 per hour, $1000 per full day, plus travel and expenses.

L Service Activity Report. Bethesda will provide an aggregate report of TriHealth EAP activities to Company on a quarterly basis. Such reports shall include a statistical analysis of the utilization of services, employee demographics, client problem categories, referral patterns, client satisfaction and problem outcome data, but shall not include any information from which the identity of applicable Eligible Participants could be determined unless pursuant to the Eligible Participant's execution of adequate authorizations and consents.

M Providers. One or more of the above described TriHealth EAP programs may provide services through a panel of employed or independent contractor providers. All such providers shall be duly qualified and if required by law, licensed or certified by the appropriate governing body.

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 - 2766 Byrneside Dr. - 1 of 3

Recommend ADOPTION of the Resolution.

Rationale:

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

2766 Byrneside Dr. Cincinnati, OH 45239

1. (OHIO) HPU7043, 2003, Grey, Ford, Focus

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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2766 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0026-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2766 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0026-00**

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

1. The Board declares the junk motor vehicle located at **2766 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0026-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO) HPU7043, 2003, Grey, Ford, Focus**

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 - 5965 Springdale Rd. - 2 of 3

Recommend ADOPTION of the Resolution.

Rationale:

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

5965 Springdale Rd. Cincinnati, OH 45247

(NO TAG) Unknown Year, Black, Dual Axel Utility Trailer

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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 5965 Springdale Rd. Cincinnati, OH 45247– Parcel ID 510-0230-0039-00 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 **5965 Springdale Rd. Cincinnati, OH 45247– Parcel ID 510-0230-0039-00**

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 **5965 Springdale Rd. Cincinnati, OH 45247– Parcel ID 510-0230-0039-00 t**o be inoperable, extensively damages, and at least three model years old:

   A. **(NO TAG) Unknown Year, Black, Dual Axel Utility Trailer**

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 - 8707 Moonlight Ln. - 3 of 3

Recommend ADOPTION of the Resolution.

Rationale:

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

8707 Moonlight Ln. Cincinnati, OH 45251

1. (NO TAG) 1999, Green, GMC, Yukon
2. (OHIO) KET9047, 1999, White, Chevrolet, Tahoe

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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 8707 Moonlight Ln. Cincinnati, OH 45251– Parcel ID 510-0062-0115-00 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 **8707 Moonlight Ln. Cincinnati, OH 45251– Parcel ID 510-0062-0115-00**

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 **8707 Moonlight Ln. Cincinnati, OH 45251– Parcel ID 510-0062-0115-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO TAG) 1999, Green, GMC, Yukon**
    B. **(OHIO) KET9047, 1999, White, Chevrolet, Tahoe**

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 Registrable Properties and Ordering Abatement - AUX Funding LLC. - 1 of 2

Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the properties below. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare these properties as subject to compliance with the Colerain Township Rental Registration Program, and fees assessed against the property at the addresses below:

2582 Retford Dr.	510-0011-0433-00
2750 Byrneside Dr.	510-0074-0062-00
8435 Chesswood Dr.	510-0090-0175-00
10014 Glenknoll Ct.	510-0112-0293-00

All listed properties are owned and operated by AUX Funding LLC. CERB has deemed each property to be in violation of failure to register (first offense) with a late fee assessed.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the ____ day of _____, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mrs. Cathy Ulrich, Mr. Dan Unger, Mr. Matt Wahlert

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

RESOLUTION NO.: _____-25

RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED IN COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO RENTAL PROPERTY SUBJECT TO COMPLIANCE WITH THE COLERAIN TOWNSHIP RENTAL REGISTRATION PROGRAM

WHEREAS, Colerain Township possesses all powers of local self-government under the Revised Code, and is empowered to adopt and enforce within the unincorporated of the Township local police, sanitary, and similar nuisance-abatement regulations, as the Township deems to be in the interest of the public health, safety, and general welfare; and

WHEREAS, the Colerain Township Board of Trustees adopted certain Rental Registration and Rental Unit Maintenance Standards, and related compliance and enforcement regulations, applicable to rental property within the Township (collectively, the "Rental Registration Program") pursuant to Resolution 126-22 passed on November 15, 2022; and

WHEREAS, the purpose of the Rental Registration Program is to ensure both a landlord-owner and tenant-occupant of rental property located within the Township comply with their mutual and respective obligations to maintain such property in compliance with the Township Zoning Resolution, Property Maintenance Code, and Nuisance Property Resolution; and

WHEREAS, the Board of Trustees established a Code Enforcement Review Board ("CERB") to review, during public hearings of the CERB, properties which Township code enforcement staff have reason to believe are rental properties that have failed to register with Colerain Township in accordance with the Rental Registration Program, or are otherwise noncompliant with the Program; and

WHEREAS, the CERB held public hearings on February 19th, 2025 regarding each of the following alleged rental properties (collectively, the "Properties"):

Address	Parcel Number
2582 Retford Dr.	510-0011-0433-00
2750 Byrneside Dr.	510-0074-0062-00
8435 Chesswood Dr.	510-0090-0175-00
10014 Glenknoll Ct.	510-0112-0293-00

WHEREAS, the record owner(s) of each of the Properties received prior notice of the CERB hearing and had the opportunity to appear at the hearing to address the CERB with respect to the owner's case; and

WHEREAS, upon the CERB's consideration of all testimony and other evidence presented during the hearings, the CERB concluded the Properties are rental properties which are noncompliant with the Rental Registration Program, and recommended that the Board of Trustees declare each of the Properties a "rental property" subject to the Rental Registration Program.

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

1. Upon consideration of the recommendation of the CERB and all evidence presented to the Board of Trustees during the public hearing held with respect to this Resolution, the Board of Trustees finds and determines the following Properties are "rental properties" subject to the Rental Registration Program:

Address	Parcel Number
2582 Retford Dr.	510-0011-0433-00
2750 Byrneside Dr.	510-0074-0062-00
8435 Chesswood Dr.	510-0090-0175-00
10014 Glenknoll Ct.	510-0112-0293-00

2. The Board of Trustees further finds that each of the above-listed Properties are in violation of the Rental Registration Program for the following reasons:

Address	Violation
2582 Retford Dr.	Failure to Register, Late Fee, First Offense
2750 Byrneside Dr.	Failure to Register, Late Fee, First Offense
8435 Chesswood Dr	Failure to Register, Late Fee, First Offense
10014 Glenknoll Ct.	Failure to Register, Late Fee, First Offense

3. The Board of Trustees hereby orders that each of the Properties be assessed the following fine(s), in accordance with Article II, Section 1 of the Rental Registration Program regulations:

Address	Number of Offenses	Total Fine
2582 Retford Dr.	1	$95.00
2750 Byrneside Dr.	1	$95.00
8435 Chesswood Dr	1	$95.00
10014 Glenknoll Ct.	1	$95.00

4. The Township may utilize any lawful means to remedy the identified Rental Registration Program violations, compel compliance with the Rental Registration Program, and collect the fines set forth above.

5. 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

7. 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 ____ day of _____, 2025.

BOARD OF TRUSTEES:

_____

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Mr. 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 _____, 2025.

Mr. 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 Registrable Properties and Ordering Abatement - RP2HAM LLC. - 2 of 2

Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the properties below. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare these properties as subject to compliance with the Colerain Township Rental Registration Program, and fees assessed against the property at the addresses below:

2596 Banning Rd.	510-0073-0083-00
3265 Lapland Dr.	510-0081-0173-00
7314 Boleyn Dr.	510-0083-0455-00
3497 Redskin Dr.	510-0111-0111-00

All listed properties are owned and operated by RP2HAM LLC. CERB has deemed each property to be in violation of failure to register (first offense) with a late fee assessed.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the ____ day of _____, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, Mr. Matt Wahlert

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

RESOLUTION NO.: _____-25

RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED IN COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO RENTAL PROPERTY SUBJECT TO COMPLIANCE WITH THE COLERAIN TOWNSHIP RENTAL REGISTRATION PROGRAM

WHEREAS, Colerain Township possesses all powers of local self-government under the Revised Code, and is empowered to adopt and enforce within the unincorporated of the Township local police, sanitary, and similar nuisance-abatement regulations, as the Township deems to be in the interest of the public health, safety, and general welfare; and

WHEREAS, the Colerain Township Board of Trustees adopted certain Rental Registration and Rental Unit Maintenance Standards, and related compliance and enforcement regulations, applicable to rental property within the Township (collectively, the "Rental Registration Program") pursuant to Resolution 126-22 passed on November 15, 2022; and

WHEREAS, the purpose of the Rental Registration Program is to ensure both a landlord-owner and tenant-occupant of rental property located within the Township comply with their mutual and respective obligations to maintain such property in compliance with the Township Zoning Resolution, Property Maintenance Code, and Nuisance Property Resolution; and

WHEREAS, the Board of Trustees established a Code Enforcement Review Board ("CERB") to review, during public hearings of the CERB, properties which Township code enforcement staff have reason to believe are rental properties that have failed to register with Colerain Township in accordance with the Rental Registration Program, or are otherwise noncompliant with the Program; and

WHEREAS, the CERB held public hearings on February 19th, 2025 regarding each of the following alleged rental properties (collectively, the "Properties"):

Address	Parcel Number
2596 Banning Rd.	510-0073-0083-00
3265 Lapland Dr.	510-0081-0173-00
7314 Boleyn Dr.	510-0083-0455-00
3497 Redskin Dr.	510-0111-0111-00

WHEREAS, the record owner(s) of each of the Properties received prior notice of the CERB hearing and had the opportunity to appear at the hearing to address the CERB with respect to the owner's case; and

WHEREAS, upon the CERB's consideration of all testimony and other evidence presented during the hearings, the CERB concluded the Properties are rental properties which are noncompliant with the Rental Registration Program, and recommended that the Board of Trustees declare each of the Properties a "rental property" subject to the Rental Registration Program.

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

1. Upon consideration of the recommendation of the CERB and all evidence presented to the Board of Trustees during the public hearing held with respect to this Resolution, the Board of Trustees finds and determines the following Properties are "rental properties" subject to the Rental Registration Program:

Address	Parcel Number
2596 Banning Rd.	510-0073-0083-00
3265 Lapland Dr.	510-0081-0173-00
7314 Boleyn Dr.	510-0083-0455-00
3497 Redskin Dr.	510-0111-0111-00

2. The Board of Trustees further finds that each of the above-listed Properties are in violation of the Rental Registration Program for the following reasons:

Address	Violation
2596 Banning Rd.	Failure to Register, Late Fee, First Offense
3265 Lapland Dr.	Failure to Register, Late Fee, First Offense
7314 Boleyn Dr.	Failure to Register, Late Fee, First Offense
3497 Redskin Dr.	Failure to Register, Late Fee, First Offense

3. The Board of Trustees hereby orders that each of the Properties be assessed the following fine(s), in accordance with Article II, Section 1 of the Rental Registration Program regulations:

Address	Number of Offenses	Total Fine
2596 Banning Rd.	1	$95.00
3265 Lapland Dr.	1	$95.00
7314 Boleyn Dr.	1	$95.00
3497 Redskin Dr.	1	$95.00

4. The Township may utilize any lawful means to remedy the identified Rental Registration Program violations, compel compliance with the Rental Registration Program, and collect the fines set forth above.

5. 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

7. 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 ____ day of _____, 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 ____ day of _____, 2025.

Jeff Baker

Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Springdale Road Sidewalks

Recommend ADOPTION of the Motion.

Rationale:

The Southwest Ohio Regional Transit Authority (SORTA) is now funded by a 0.8 percent county sales tax for the next twenty-five years. Twenty-five percent of the sales tax levy (0.2 percent) has been allocated toward infrastructure improvements within Metro's service area.

Colerain Township is preparing a grant application to improve sidewalk infrastructure along Springdale Road from Colerain Avenue to Loralinda Drive and will leverage existing Transportation Alternative grant dollars ($262,615.00) as the local match. Grant funding request for this application is $258,567.50 for the project which is 23.8% of the total cost ($1,084,754.60).

Transit Infrastructure Fund - Applicant Submission Checklist (2024)

Checklist must be submitted with all items required for project eligibility.

Applicant: Colerain Township

Project: HAM CR 96 5.25 Springdale Road Sidewalk

Except as noted, the following must be submitted by the May 31st, 2024 filing deadline for the Transit Authority to consider the application complete & eligible for funding.

- X Transit Infrastructure Fund Application for Financial Assistance (signed by CEO)
- X Additional Support Information form
- X Detailed Cost Estimate & Useful Life Certification (signed & sealed by P.E.)
- X Traffic /User Certification (signed by P.E.)
- X Status of Funds Certification(on letterhead, signed by CFO)
- X Authorizing Legislation *(must be submitted by 2:00 p.m. June 14, 2024)*
- X Project vicinity map
- X Project photos
- X Flash drive in PDF form (copy of complete application submittal)

Documentation supporting the following must be submitted with the application in order for the Transit Authority to consider the maximum points available for the project (specify type of submission, if none please state so, do not leave blank).

Infrastructure Condition	Infrastructure Safety	Transit Impact
User Fee/Assessment	Economic Growth	Alleviate Traffic Hazards/LOS
Ban/Moratorium	Users Certification	

I have personally reviewed the submittal and approve this Checklist. By signing, I acknowledge I have read & understand the **Transit Infrastructure Fund Round 4 (2024) Applicant Guidelines**, and that omission of any required information will impact the rating of the project and may also cause the application to be ineligible.

Signature

Printed Name

Title

Southwest Ohio Regional Transit Authority

Application for Financial Assistance—Round 4 (2024)

IMPORTANT: Please consult "Metro Transit Infrastructure Fund Applicant Guidelines Rules & Regulations" for guidance in completion of this form.

Applicant

Applicant: Colerain Township

Date: 05/01/24 Contact: Tiphanie Mays

(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: tmays@colerain.org Phone: 513-923-5000

Project

Project Name: HAM CR 96 5.25 Springdale Road Sidewalk Zip Code: 45251

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by $)	(Automatically populates from page 2)
☐ 1. County	☐ 1. Road	Total Project Cost: 1,027,795 .00
☐ 2. City	☐ 2. Bridge/Tunnels	Funding Requested 513,897 .00
☒ 3. Township	☒ 3. Sidewalks	
☐ 4. Village	☐ 4. Other	

(Select one)

☐ This is a Multi-Jurisdiction Project

☒ This is a Single-Jurisdiction Project

(Select one)

☐ This is a Multi-Year Funding Request

For Transit Authority Use Only

_____ Grant Amount: _____.00

Project Number: _____ Total Funding: _____.00

Local Participation: _____%

Release Date: _____ Transit Authority Participation: _____%

Approval: _____ Date Construction End: _____

1.0 Project Financial Information

1.1 Project Estimated Costs (All Costs Rounded to Nearest Dollar)

Construction:	a) 907,145 .00		
Construction Contingencies:	b) 120,650 .00	13.3	%
Total Estimated Costs:	c) 1,027,795 .00		

1.2 Project Financial Resources

Applicant Resources

Local Revenues:	d) 251,283 .00		
Other Revenues:	e) 262,615 .00		
Subtotal Local Resources:	f) 513,898 .00	50	%

Transit Authority Funds (Enter Requested Amount)

Grant:	g) 513,897 .00	50	%
Total Financial Resources:	h) 1,027,795 .00	100	%

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The Transit Authority Agreement will not be executed until the local resources are certified. Failure to meet local share may result in termination of the agreement. Applicant needs to provide written confirmation for funds coming from other sources.

2.0 Project Schedule

2.1 Engineering / Design / Right of Way

Begin Date: 12/14/22 End Date: 01/17/25

2.2 Bid Advertisement and Award

Begin Date: 04/03/25 End Date: 05/05/25

2.3 Construction

Begin Date: 07/01/25 End Date: 11/14/25

Unless this is a project that has been approved by the Transit Authority in a previous year, as a multi-year project, reimbursement of construction costs cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of project milestones must be requested in writing by project official of record and approved by the Transit Authority once the Project Agreement has been executed.

3.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

3.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 31 Years Age: N/A (New S/W) (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

3.2 User Information

Road or Bridge: Current ADT 15,296 Year 2024 Projected ADT 20,114 Year 2045

_____ Number of Weekday Bus Trips

3.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) Additionally, provide a GIS shapefile (lat/long) of the project location.

This project is located in Colerain Township, Hamilton County, Ohio on Springdale Road (County Road 96) between Colerain Avenue (US 27) and Loralinda Drive. The project length is approximately 0.5 mile.

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement)

This project will consist of the installation of sidewalk on both sides of Springdale Road from Colerain Avenue (US 27) to Loralinda Drive. There are sections of the project corridor that already have sidewalk. In these sections the sidewalk will be undisturbed and we will be tying in on either end of the existing sidewalk sections. The project will also include upgrades to pedestrian crossings, replacement of drive aprons, replacement of storm structures and curb as needed to for the sidewalk and drive apron installations.

C: PHYSICAL DIMENSIONS (Describe the physical characteristics of the existing facility and the proposed facility. Include length, width, typical section, quantity and sizes, capacity, etc in detail.)

Majority of the project corridor does not have existing sidewalk, the pavement and drive apron widths will remain the same. There will be 8,881 SF of 6' wide - 5" thick concrete walk, 2,268 SF of curb ramp, 1,191 SY of drive and drive apron replacement, and 1,249 FT of curb replacement.

4.0 Project Officials

Changes of Project Officials must be submitted in writing from an officer of record.

4.1 Chief Executive Officer

(Person authorized in legislation to sign project agreements)

Name: Jeff Weckbach
Title: Township Administrator
Address: 4200 Springdale Road
City: Colerain Township State: OH Zip: 45251
Phone: 513-923-5016
FAX:
E-Mail: jweckbach@colerain.org

4.2 Chief Financial Officer

(Cannot also serve as CEO)

Name: Jeff Baker
Title: Fiscal Officer
Address: 4200 Springdale Township
City: Colerain Township State: OH Zip: 45251
Phone: 513-923-5006
FAX:
E-Mail: jbaker@colerain.org

4.3 Project Manager

Name: Nicholas Selhorst
Title: Project Manager
Address: 8956 Glendale Milford Road, Suite 1
City: Loveland State: OH Zip: 45140
Phone: 513-239-8554
FAX:
E-Mail: nns@choiceoneengineering.com

5.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- [x] A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.

- [x] A certification signed by the applicant's chief financial officer stating the amount of all local funds required for the project will be available on or before the dates listed in the Project Schedule section.

- [x] A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.

- [ ] A cooperative agreement (if the project involves more than one applicant) which identifies the fiscal and administrative responsibilities of each participant.

- [x] Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full-time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist SORTA in ranking your project.

6.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Southwest Ohio Regional Transit Authority; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing bodyof the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Unless this is a project that has been approved by the Transit Authority in a previous year, as a multi-year project, the applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Southwest Ohio Regional Transit Authority. Action to the contrary will result in termination of the agreement and withdrawal of Southwest Ohio Regional Transit Authority funding from the project.

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

HAM CR 96 5.25 SPRINGDALE ROAD SIDEWALK
COLERAIN TOWNSHIP
PRELIMINARY CONSTRUCTION ESTIMATE

SIDEWALK INSTALLATION BETWEEN COLERAIN AVENEUE AND LORALINDA DRIVE — May 2, 2023

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
201	CLEARING AND GRUBBING	LUMP	1	$15,000.00	$15,000.00
202	PAVEMENT REMOVED, ASPHALT	LUMP	1086	$20.00	$21,720.00
202	PAVEMENT REMOVED, CONCRETE	FT.	178	$26.00	$4,628.00
202	WALK REMOVED	S.F.	1368	$10.00	$13,680.00
202	CURB REMOVED	FT.	1537	$10.00	$15,370.00
202	PIPE REMOVED, 24" AND UNDER	FT.	268	$26.00	$6,968.00
202	CATCH BASIN REMOVED	EACH	15	$450.00	$6,750.00
203	EXCAVATION	C.Y.	893	$35.00	$31,255.00
203	EMBANKMENT	C.Y.	32	$35.00	$1,120.00
253	PAVEMENT REPAIR	S.Y.	145	$170.00	$24,650.00
304	AGGREGATE BASE	C.Y.	79	$100.00	$7,900.00
407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	22	$15.00	$330.00
411	STABILIZED CRUSHED AGGREGATE	C.Y.	183	$100.00	$18,300.00
441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) (DRIVEWAYS)	C.Y.	27	$400.00	$10,800.00
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22, (DRIVEWAYS)	C.Y.	13	$400.00	$5,200.00
452	7" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	216	$130.00	$28,080.00
452	8" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	730	$145.00	$105,850.00
608	5" CONCRETE WALK	S.F.	8881	$14.00	$124,334.00
608	CURB RAMP	S.F.	2268	$27.00	$61,236.00
609	CURB, TYPE 6	FT.	1249	$35.00	$43,715.00
611	4" CONDUIT, TYPE E	FT.	20	$75.00	$1,500.00
611	8" CONDUIT, TYPE B	FT.	5	$50.00	$250.00
611	10" CONDUIT, TYPE B	FT.	5	$125.00	$625.00
611	12" CONDUIT, TYPE B	FT.	207	$130.00	$26,910.00
611	12" CONDUIT, TYPE C	FT.	82	$95.00	$7,790.00
611	18" CONDUIT, TYPE B	FT.	5	$200.00	$1,000.00
611	24" CONDUIT, TYPE B	FT.	5	$300.00	$1,500.00
611	24" CONDUIT, TYPE C	FT.	10	$280.00	$2,800.00
611	CATCH BASIN, NO. 2-2B	EACH	15	$2,500.00	$37,500.00
611	MANHOLE, NO. 3	EACH	1	$4,750.00	$4,750.00
611	MANHOLE RECONSTRUCTED TO GRADE	EACH	5	$1,800.00	$9,000.00
614	MAINTAINING TRAFFIC	LUMP	1	$36,000.00	$36,000.00
614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HR	24	$200.00	$4,800.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	$15,000.00	$15,000.00
624	MOBILIZATION	LUMP	1	$15,000.00	$15,000.00
625	CONDUIT, 2", 725.051	FT.	117	$25.00	$2,925.00
625	CONDUIT, 3", 725.051	FT.	8	$35.00	$280.00
625	CONDUIT, 4", 725.051	FT.	22	$45.00	$990.00
625	TRENCH	FT.	147	$10.00	$1,470.00
625	PULL BOX, 725.08,18"	EACH	1	$1,300.00	$1,300.00
625	GROUND ROD	EACH	9	$350.00	$3,150.00
625	UNDERGROUND WARNING/MARKING TAPE	FT.	147	$3.00	$441.00
630	GROUND MOUNTED SUPPORT, NO. 3 POST	FT.	26	$22.00	$572.00
630	SIGN, FLAT SHEET	S.F.	31	$30.00	$930.00
630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	1	$20.00	$20.00
630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	2	$25.00	$50.00
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	6	$250.00	$1,500.00
630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND REERECTION	EACH	4	$250.00	$1,000.00
632	PEDESTRIAN SIGNAL HEAD (LED), TYPE 2, COUNTDOWN	EACH	22	$950.00	$20,900.00
632	ACCESSIBLE PEDESTRIAN PUSHBUTTON	EACH	22	$1,500.00	$33,000.00
632	COVERING OF PEDESTRIAN SIGNAL HEAD	EACH	22	$50.00	$1,100.00
632	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	FT.	3316	$3.25	$10,777.00
632	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	FT.	3348	$3.50	$11,718.00
632	PEDESTAL FOUNDATION	EACH	9	$1,500.00	$13,500.00
632	CONDUIT RISER, 2" DIAMETER	EACH	6	$300.00	$1,800.00
632	CONDUIT RISER, 2" DIAMETER, TYPE C	ECAH	1	$300.00	$300.00
632	CONDUIT RISER, 3" DIAMETER	EACH	1	$400.00	$400.00
632	PEDASTAL, 8', TRANSFORMER BASE	EACH	9	$2,250.00	$20,250.00
632	REMOVAL OF TRAFFIC SIGNAL INSTALLATIONS	EACH	3	$1,000.00	$3,000.00

632	SIGNALIZATION MISC.: CONDUIT RISER, 4" DIAMETER (TYPE A)	EACH	1	$500.00	$500.00
632	SIGNALIZATION MISC.: CONDUIT RISER, 4" DIAMETER (TYPE B)	EACH	1	$500.00	$500.00
632	SIGNALIZATION MISC.: UNLASH AND RELASH MESSENGER WIRE	EACH	3	$2,500.00	$7,500.00
633	CONTROLLER ITEM, MISC.: REWIRE CABINET	EACH	3	$1,500.00	$4,500.00
638	WATER WORK MISC.: RESETTING EXISTING 2" FROST-PROOF METER SETTING	EACH	1	$600.00	$600.00
638	WATER WORK MISC.: CURB BOX	EACH	5	$250.00	$1,250.00
638	WATER WORK MISC.: ROADWAY BOX	EACH	3	$250.00	$750.00
642	CROSSWALK LINE, 12", TYPE 1	FT.	898	$10.00	$8,980.00
642	STOP LINE, TYPE 1	FT.	217	$10.00	$2,170.00
642	LANE ARROW, TYPE 1	EACH	8	$75.00	$600.00
653	TOPSOIL FURNISHED AND PLACD	C.Y.	10	$80.00	$800.00
659	TOPSOIL	C.Y.	293	$35.00	$10,255.00
659	SEEDING AND MULCHING, CLASS 1	S.Y.	2640	$3.00	$7,920.00
659	INTER SEEDING	S.Y.	132	$2.00	$264.00
659	REPAIR SEEDING AND MULCHING	S.Y.	132	$2.00	$264.00
659	COMMERCIAL FERTILIZER	TON	0.36	$1,000.00	$360.00
659	LIME	ACRE	0.55	$125.00	$68.75
659	WATER	M.GAL	14.25	$2.00	$28.50
690	SPECIAL - MAILBOX AND SUPPORT SYSTEM, SINGLE	EACH	11	$650.00	$7,150.00
832	EROSION CONTROL	EACH	10000	$1.00	$10,000.00
	CONSTRUCTION SUBTOTAL				**$907,144.25**
	CONTINGENCY - 13.3%				**$120,650.00**
	CONSTRUCTION TOTAL				**$1,027,794.25**

I HEREBY CERTIFY THAT THE PROJECT ESTIMATED COSTS LISTED ABOVE ARE REALISTIC BASED ON THE LEVEL OF DETAIL CURRENTLY AVAILABLE FOR THIS PROJECT AND ANTICIPATED FOR A 2024 CONSTRUCTION TIME FRAME. I ALSO CERTIFY THAT THIS PROJECT HAS AN EXPECTED USEFUL LIFE OF 31 YEARS BASED UPON NORMAL USAGE, REGULAR MAINTENANCE, AND CONSTRUCTED AS PER CURRENT STANDARDS IN USE BY THE OHIO

ChoiceOne Engineering

Component	Useful Life		Estimated Cost	Weighted Useful Life
Resurfacing	12	years	$52,730.00	$632,760.00
Reconstruction	30	years	$675,171.25	$20,255,137.50
Water	50	years	$2,600.00	$130,000.00
Sewer	50	yeards	$105,843.00	$5,292,150.00
			$836,344.25	$26,310,047.50

Average weighted useful life of total project= **31 Years**

Nicholas J. Selhorst, P.E. Date

Appendix C: Traffic Certification Statement

I hereby certify that the total number of users for Springdale Road
(Street name)
in Colerain Township, Ohio is 15,296 users per day.
(Applying jurisdiction)

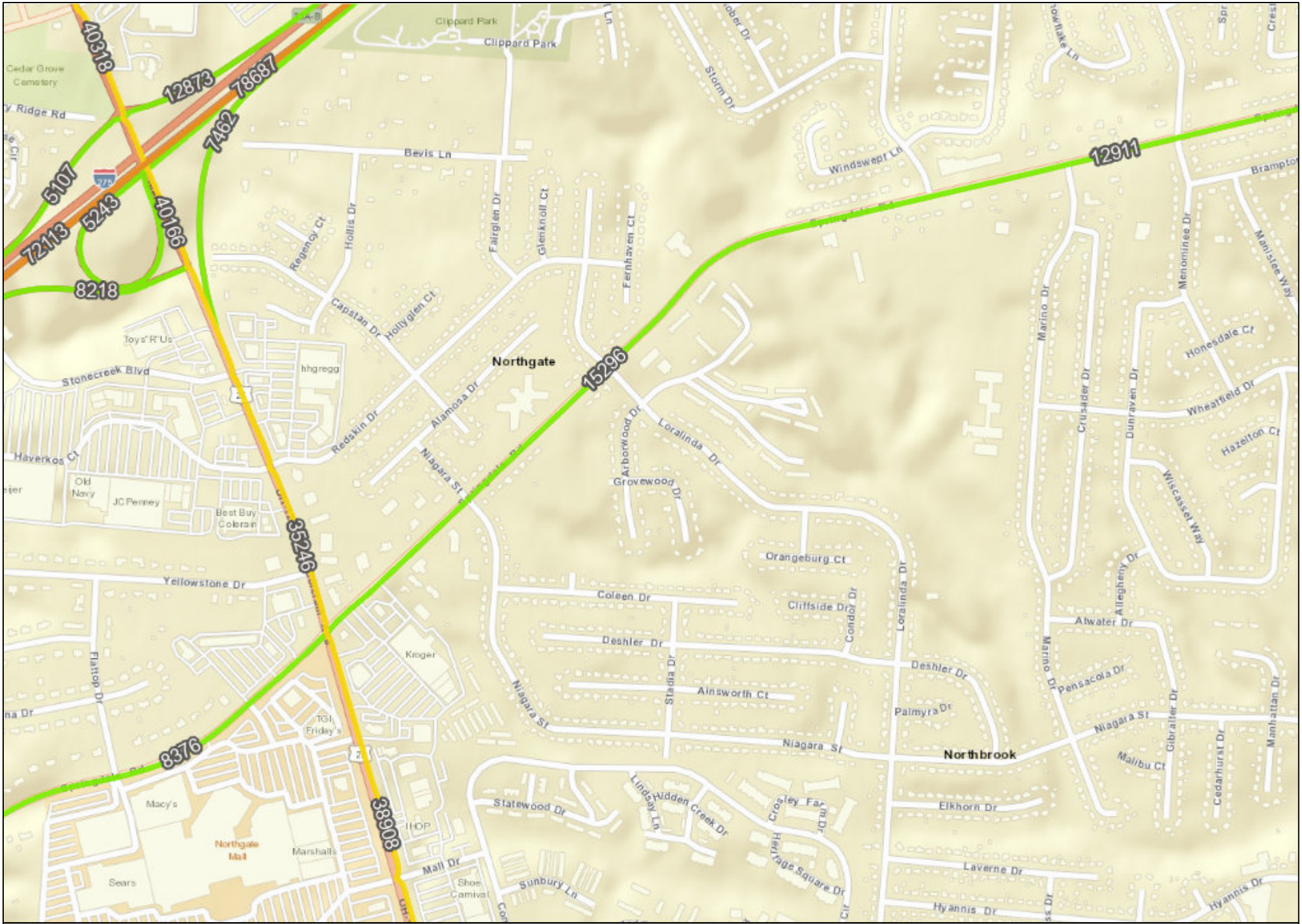
The source of the traffic data was derived from ODOT TIMS
(Source: examples provided below)*

(Certifying Engineer's Signature) 05/01/24 (Date)

Nicholas J. Selhorst
(Print Certifying Engineer's Name)

*Examples include but are not limited to:

- Applicant mechanical/video or electronic count
- Applicant manual count
- Hamilton County Engineer
- OKI
- ODOT



TIMS TRANSPORTATION INFORMATION MAPPING SYSTEM

This file was generated by the Transportation Information Mapping System from the Ohio Department of Transportation (ODOT). ODOT does not make any warranty and does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the data provided herein. Any use of this information is at the recipients own risk.

Date: 4/30/2024

Appendix E: Project Selection Criteria

Appendix E details the selection criteria to be completed by the applicant and that will be used by the Rating Teams to score each project. All criteria in this appendix need to be addressed by the applicant. This section has been combined with Appendix F: Additional Support Information that has been used in previous application cycles.

Applicants shall furnish the following additional support information to assist the Support Staff when rating the project. It is highly recommended that more detailed information, preferably supported by documentation, be included for all applicable rating criterion, whether noted as required or not.

Transit Infrastructure Fund
Round 4 (Program Year 2024)
Project Selection Criteria

Project: HAM CR 96 5.25 Springdale Road Sidewalk

Applicant: Colerain Township

Rating Team: _____

General Statement for Rating Criteria

Points awarded for all items will be based upon engineering experience, field verification, application information and additional support information supplied by the applicant, which is deemed to be relevant by the Support Staff.
Each criterion has an assigned multiplier that will be applied to its assigned score. The following is the list of multipliers:

Scoring Criteria	Scale	Weight (%)
Criterion 1 – Physical Condition	0 to 10	15
Criterion 2 – Safety	0 to 10	5
Criterion 3 – Priority	0 to 10	5
Criterion 4 – Economic Growth	0 to 10	4
Criterion 5 – Matching Funds	0 to 10	10
Criterion 6 – Regional Impact	0 to 10	5
Criterion 7 – Relative Economic Strength	0 to 10	5
Criterion 8 – Transit Impact a. Fixed Route b. Paratransit Only	 0 to 10 0 to 10	19
Criterion 9 – Multimodal Infrastructure	0 to 10	10
Criterion 10 – Ability to Proceed	0 to 10	7
Criterion 11 – Sustainability	0 to 10	5
Criterion 12 – Past Performance	0 to 10	10
Total		100

Criterion 1 - Physical Condition (Weight 15%)

Describe the physical condition of the infrastructure that is to be replaced or repaired? What is required to improve the infrastructure so that it will realize its stated useful life?

Condition of the particular infrastructure to be repaired, reconstructed or replaced shall be a measure of the degree of reduction in condition from its original state. Capacity, serviceability, safety and health ***shall not*** be considered in this criterion. ***Documentation the applicant wishes to be considered must be included in the application package.*** For underground items which cannot be visually inspected to receive a rating greater than poor, the applicant must submit documentation demonstrating the physical condition of the infrastructure and the frequency and severity of problems related to the physical condition, including a summary.

10 – Failed or Banned - Requires complete reconstruction or replacement

9 - Critical- Requires major reconstruction to maintain integrity

8 - Extremely Poor- Requires partial reconstruction or extensive rehabilitation to maintain integrity

7 - Poor- Requires standard rehabilitation to maintain integrity

6 - Moderately Poor- Requires minor rehabilitation to maintain integrity

5 - Fair- Requires extensive maintenance and periodic repairs to maintain integrity

4 - Moderately Fair- Requires routine maintenance to maintain integrity

2 - Good- Requires periodic minor maintenance to maintain integrity

0 - Excellent/New- Requires little or no maintenance to maintain integrity

Note:

- † *The nine examples offered above are to be used as a guide in determining the condition of the infrastructure. Rating teams should not feel the need to award a score that matches one of the examples above.*
- † *If the infrastructure is in "excellent or new" condition it will not be considered for funding unless it is an expansion project that will improve serviceability or add accommodations for transit use.*

Provide a statement detailing the deficient conditions of the existing infrastructure including lack of accommodations of transit service exclusive of capacity, serviceability, safety and/or health issues. If known, give the approximate age of the infrastructure to be replaced, repaired, or expanded. It is strongly recommended that whenever possible, documentation should be provided to support your statements. Documentation may include, but is not limited to: ODOT BR86 reports, pavement management condition reports, televised underground system reports, age inventory reports, maintenance records, etc., and will only be considered if included in the original application. It is likely the infrastructure will rate no better than Good condition if evidence or documentation is not provided.

This project aims to improve the pedestrian safety and accessibility along Springdale Road from Loralinda Drive to Colerain Avenue (US 27). The projects will fill gaps of discontinuous sidewalk where pedestrians have worn paths in the dirt. The increase in safety and accessibility will result in a higher level of serviceability along the corridor. Please see the provided photos showing the existing conditions for reference.

PHOTO LOG

VISIBLE WALKING PATHS IN THE DIRT DUE TO HIGH LEVELS OF PEDESTRIANS WITHOUT ACCESSIBLE SIDEWALKS

Criterion 2 - Safety (Weight 5%)

How important is the project to the safety of the public & citizens of Hamilton County and/or service area?

The applicant shall submit documentation of the deficiencies cited and explain how the project will address these deficiencies. For example, have there been vehicular crashes attributable to the problems cited? Do they involve injuries or fatalities? ***Does the infrastructure create an obstruction and/or impediment that affect the safety of the public***? Sidewalks and non-motorized safety are taken into consideration when scoring this criterion. The inclusion of sidewalks in the project to provide safer access to bus stops or safer environment to individuals with mobility or visual impairment are scored higher. Improvements to street lighting would be eligible provided it is shown to improve the safety level. ***In all cases, specific documentation is required. Problems cited which are poorly documented generally will not receive more than 4 points.***

10 - Highly Critical Importance- Ongoing documented safety problems with multiple critical factors

8 - Critical Importance- Ongoing documented safety problems with critical factors

6 - Considerably Significant Importance- Ongoing documented safety problems

4 - Moderate Importance- Intermittent documented safety problems with severe factors

2 - Minor Importance- Minor or potential safety problems noted by the applicant andobserved by the rating team

0 - No Measurable Impact- Application does not indicate a safety problem

Note:

- † *Each project is rated on an individual basis to determine if any criterion of the category applies.*
- † *Examples provided above are not intended to be exclusive.*

Provide a statement detailing the project's effect on the safety of the service area, noting how the design of the project is intended to reduce existing accident rates, promote safer conditions, and reduce the danger of risk, or injury. Does the infrastructure create and obstruction and/or impediment that affects the safety of the public? Typical examples may include the effect of the completed project on accident rates, emergency response time, fire protection, and highway capacity, transit/traffic conflicts (right or left turns, bus stoppage or merging back into traffic). Please be specific and provide documentation to substantiate the data. The applicant must demonstrate the type of problems that exist, the frequency and severity of the problems, and the method of correction.

Crashes were pulled ODOT TIMS database for the years 2019-2024 along Springdale Road between US 27 & Loralinda Drive. During these years, there were five reported pedestrian crashes. Of these five crashes, three (60%) of them resulted in injury. Three of the crashes involved pedestrians within a marked crosswalk, and two of the crashes involved pedestrians outside of a marked crosswalk. By providing sidewalks, additional crosswalks and updating the pedestrian facilities at the traffic signals, pedestrian safety should be increased with the proposed project. One of the accident reports have been provided in following this pages as an example.

TRAFFIC CRASH REPORT

Document #: 20213237426

Local Report #: 1127210926

☐ PHOTOS TAKEN ☐ OH-2 ☐ OH-3
☐ SECONDARY CRASH ☐ OH-1P ☐ OTHER
☐ PRIVATE PROPERTY

LOCAL INFORMATION	REPORTING AGENCY NAME*	NCIC*	HIT/SKIP (1 - SOLVED, 2 - UNSOLVED)	NUMBER OF UNITS	UNIT IN ERROR (98 - ANIMAL, 99 - UNKNOWN)
4	COLERAIN TOWNSHIP POLICE	03142		2	1

COUNTY*	LOCALITY* (1 - CITY, 2 - VILLAGE, 3 - TOWNSHIP)	LOCATION: CITY, VILLAGE, TOWNSHIP*	ODPS FIPS	CRASH DATE / TIME*	CRASH SEVERITY
31	3	COLERAIN (TOWNSHIP OF)	16616	11/27/2021 6:50:00 PM	3-MINOR INJURY SUSPECTED

	ROUTE TYPE	ROUTE NUMBER	PREFIX (N - NORTH, S - SOUTH, E - EAST, W - WEST)	LOCATION ROAD NAME	ROAD TYPE	ODPS LATITUDE	ODPS LONGITUDE
ROADWAY				SPRINGDALE	RD	39.248940	-84.595500
REFERENCE	ROUTE TYPE	ROUTE NUMBER	PREFIX (N - NORTH, S - SOUTH, E - EAST, W - WEST)	REFERENCE ROAD NAME (ROAD, MILEPOST, HOUSE#)	ROAD TYPE	ODOT LATITUDE	ODOT LONGITUDE
				3573		39.249350	-84.595600

REFERENCE POINT: 3 (1 - INTERSECTION, 2 - MILE POST, 3 - HOUSE NUMBER)

DIRECTION FROM REFERENCE: (N - NORTH, S - SOUTH, E - EAST, W - WEST)

DISTANCE FROM REFERENCE:

DISTANCE UNIT OF MEASURE: (1 - MILES, 2 - FEET, 3 - YARDS)

ROUTE TYPE: IR - INTERSTATE ROUTE (TP); US - FEDERAL US ROUTE; SR - STATE ROUTE; CR - NUMBERED COUNTY ROUTE; TR - NUMBERED TOWNSHIP ROUTE

ROAD TYPE: AL - ALLEY; AV - AVENUE; BL - BOULEVARD; CR - CIRCLE; CT - COURT; DR - DRIVE; HE - HEIGHTS; HW - HIGHWAY; LA - LANE; MP - MILEPOST; PI - PIKE; PK - PARKWAY; PL - PLACE; RD - ROAD; SQ - SQUARE; ST - STREET; TE - TERRACE; TL - TRAIL; WA - WAY

ODOT GOOGLE MAP LINK: https://www.google.com/maps?q=39.249350,-84.595600

INTERSECTION RELATED

☐ WITHIN INTERSECTION OR ON APPROACH
☐ WITHIN INTERCHANGE AREA
NUMBER OF APPROACHES:

ROADWAY

☐ ROADWAY DIVIDED

LOCATION OF FIRST HARMFUL EVENT: 1

1 - ON ROADWAY; 2 - ON SHOULDER; 3 - IN MEDIAN; 4 - ON ROADSIDE; 5 - ON GORE; 6 - OUTSIDE TRAFFIC WAY; 7 - ON RAMP; 8 - OFF RAMP; 9 - CROSSOVER; 10 - DRIVEWAY/ALLEY ACCESS; 11 - RAILWAY GRADE CROSSING; 12 - SHARED USE PATHS OR TRAILS; 13 - BIKE LANE; 14 - TOOL BOOTH; 99 - OTHER / UNKNOWN

MANNER OF CRASH COLLISION/IMPACT: 1

1 - NOT COLLISION BETWEEN TWO VEHICLES IN TRANSPORT; 2 - REAR-END; 3 - HEAD-ON; 4 - REAR-TO-REAR; 5 - BACKING; 6 - ANGLE; 7 - SIDESWIPE, SAME DIRECTION; 8 - SIDESWIPE, OPPOSITE DIRECTION; 9 - OTHER/UNKNOWN

DIRECTION OF TRAVEL: (N - NORTH, S - SOUTH, E - EAST, W - WEST)

MEDIAN TYPE: (1 - DIVIDED FLUSH MEDIAN (LESS THAN 4 FEET); 2 - DIVIDED FLUSH MEDIAN (4 FEET AND GREATER); 3 - DIVIDED, DEPRESSED MEDIAN; 4 - DIVIDED, RAISED MEDIAN (ANY TYPE); 9 - OTHER/UNKNOWN)

☐ WORK ZONE RELATED
☐ WORKERS PRESENT
☐ LAW ENFORCEMENT PRESENT
☐ ACTIVE SCHOOL ZONE

WORK ZONE TYPE: (1 - LANE CLOSURE; 2 - LANE SHIFT/CROSSOVER; 3 - WORK ON SHOULDER OR MEDIAN; 4 - INTERMITTENT OR MOVING WORK; 5 - OTHER)

LOCATION OF CRASH IN WORK ZONE: (1 - BEFORE THE FIRST WORK ZONE WARNING SIGN; 2 - ADVANCE WARNING AREA; 3 - TRANSITION AREA; 4 - ACTIVITY AREA; 5 - TERMINATION AREA)

CONTOUR: 1 (1 - STRAIGHT LEVEL; 2 - STRAIGHT GRADE; 3 - CURVE LEVEL; 4 - CURVE GRADE; 9 - OTHER/UNKNOWN)

CONDITIONS: 1 (1 - DRY; 2 - WET; 3 - SNOW; 4 - ICE; 5 - SAND, MUD, DIRT, OIL, GRAVEL; 6 - WATER (STANDING, MOVING); 7 - SLUSH; 9 - OTHER/UNKNOWN)

SURFACE: 2 (1 - CONCRETE; 2 - BLACKTOP, BITUMINOUS, ASPHALT; 3 - BRICK/BLOCK; 4 - SLAG, GRAVEL, STONE; 5 - DIRT; 9 - OTHER/UNKNOWN)

LIGHT CONDITION: 3 (1 - DAYLIGHT; 2 - DAWN/DUSK; 3 - DARK - LIGHTED ROADWAY; 4 - DARK - ROADWAY NOT LIGHTED; 5 - DARK - UNKNOWN ROADWAY LIGHTING; 9 - OTHER/UNKNOWN)

WEATHER: 1 (1 - CLEAR; 2 - CLOUDY; 3 - FOG, SMOG, SMOKE; 4 - RAIN; 5 - SLEET, HAIL; 6 - SNOW; 7 - SEVERE CROSSWINDS; 8 - BLOWING SAND, SOIL, DIRT, SNOW; 9 - OTHER/UNKNOWN)

NARRATIVE

UNIT 1 WAS CROSSING THE STREET AT 3573 SPRINGDALE RD. AND WAS NOT WITHIN A CROSSWALK. UNIT 1 WAS THEN STRUCK BY UNIT 2, WHO WAS TRAVELING EAST ON SPRINGDALE RD. UNIT 1 WAS TRANSPORTED TO UC HOSPITAL. UNIT 1 WAS ISSUED A CITATION FOR PEDESTRIAN NOT IN A CROSSWALK MUST YIELD ROW.

CRASH REPORTED DATE / TIME	DISPATCH DATE / TIME	ARRIVAL DATE / TIME	SCENE CLEARED DATE / TIME	REPORT TAKEN BY
11/27/2021 6:50:00 PM	11/27/2021 6:51:00 PM	11/27/2021 6:54:00 PM	11/27/2021 7:30:00 PM	■ POLICE AGENCY ☐ MOTORIST

TOTAL TIME ROADWAY CLOSED	OTHER INVESTIGATION TIME	TOTAL MINUTES	OFFICER'S NAME*	CHECKED BY OFFICER'S NAME*	☐ SUPPLEMENT (CORRECTION OR ADDTION TO AN EXISTING REPORT SENT TO ODPS)
		39	DANIEL CARUSONE	JACOB MCELVOGUE	
			OFFICER'S BADGE NUMBER*	CHECKED BY OFFICER'S BADGE NUMBER*	
			18	84	

dot UNIT

Document #: 20213237426

Local Report #: 1127210926

OWNER

UNIT #	OWNER NAME: LAST,FIRST, MIDDLE([] SAME AS DRIVER	OWNER PHONE: INCLUDE AREACODE ([] SAME AS DRIVER)
1		

OWNER ADDRESS: STREET, CITY, STATE, ZIP ([] SAME AS DRIVER)

COMMERCIAL CARRIER: STREET, CITY, STATE, ZIP ([] SAME AS DRIVER) | COMMERCIAL CARRIER PHONE: INCLUDE AREACODE

, ,

VEHICLE

LP STATE	LICENSE PLATE #	VEHICLE IDENTIFICATION #	VEHICLE YEAR	VEHICLE MAKE

INSURANCE VERIFIED	INSURANCE COMPANY	INSURANCE POLICY #	COLOR	VEHICLE MODEL

TYPE OF USE: ☐ COMMERCIAL ☐ GOVERNMENT ☐ IN EMERGENCY RESPONSE

US DOT #:

TOWED BY: COMPANY NAME

☐ INTERLOCK DEVICE EQUIPPED ☐ HIT/SKIP UNIT | #OCCUPANTS:

VEHICLE WEIGHT GVWR/GCWR: [ ] 1 - ≤10k LBS. 2 - 10,001 - 26K LBS. 3 - > 26K LBS.

HAZARDOUS MATERIAL: ☐ MATERIAL RELEASED ☐ PLACARD | CLASS # | PLACARD ID #

UNIT TYPE: [23]
1 - PASSENGER CAR; 2 - PASSENGER VAN (MINIVAN); 3 - SPORT UTILITY VEHICLE; 4 - PICK UP; 5 - CARGO VAN; 6 - VAN (9-15 SEATS); 7 - MOTORCYCLE 2 WHEELED; 8 - MOTORCYCLE 3 WHEELED; 9 - AUTOCYCLE; 10 - MOPED OR MOTORIZED BICYCLE; 11 - ALL TERRAIN VEHICLE(ATV/UTV); 12 - GOLF CART; 13 - SNOWMOBILE; 14 - SINGLE UNIT TRUCK; 15 - SEMI-TRACTOR; 16 - FARM EQUIPMENT; 17 - MOTORHOME; 18 - LIMO (LIVERY VEHICLE); 19 - BUS (16+ PASSENGERS); 20 - OTHER VEHICLE; 21 - HEAVY EQUIPMENT; 22 - ANIMAL WITH RIDER OR ANIMAL DRAWN VEHICLE; 23 - PEDESTRIAN/SKATER; 24 - WHEELCHAIR (ANY TYPE); 25 - OTHER NON-MOTORIST; 26 - BICYCLE; 27 - TRAIN; 99 - UNKNOWN OR HIT/SKIP

 # OF TRAILING UNITS: [0]

WAS VEHICLE OPERATING IN **AUTONOMOUS MODE** WHEN CRASH OCCURRED? [ ] 1-YES 2-NO 9-OTHER/UNKNOWN

AUTONOMOUS MODE LEVEL: [ ]
0 - NO AUTOMATION; 1 - DRIVER ASSISTANCE; 2 - PARTIAL AUTOMATION; 3 - CONDITIONAL AUTOMATION; 4 - HIGH AUTOMATION; 5 - FULL AUTOMATION; 99 - OTHER/UNKNOWN

SPECIAL FUNCTION: [ ]
1 - NONE; 2 - TAXI; 3 - ELECTRONIC RIDE SHARING; 4 - SCHOOL TRANSPORT; 5 - BUS - TRANSIT/COMMUTER; 6 - BUS - CHARTER/TOUR; 7 - BUS - INTERCITY; 8 - BUS - SHUTTLE; 9 - BUS - OTHER; 10 - AMBULANCE; 11 - FIRE; 12 - MILITARY; 13 - POLICE; 14 - PUBLIC UTILITY; 15 - CONSTRUCTION EQUIPMENT; 16 - FARM; 17 - MOWING; 18 - SNOW REMOVAL; 19 - TOWING; 20 - SAFETY SERVICE PATROL; 21 - MAIL CARRIER; 99 - OTHER/UNKNOWN

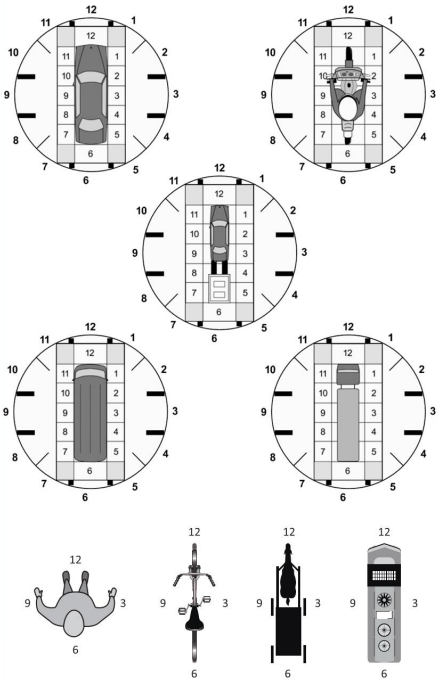
CARGO BODY TYPE: [1]
1 - NO CARGO BODY TYPE/ NOT APPLICABLE; 2 - BUS; 3 - VEHICLE TOWING ANOTHER MOTOR VEHICLE; 4 - LOGGING; 5 - INTERMODAL CONTAINER CHASSIS; 6 - CARGO VAN/ENCLOSED BOX; 7 - GRAIN/CHIPS/GRAVEL; 8 - POLE; 9 - CARGO TANK; 10 - FLAT BED; 11 - DUMP; 12 - CONCRETE MIXER; 13 - AUTO TRANSPORTER; 14 - GARBAGE/REFUSE; 99 - OTHER/UNKNOWN

VEHICLE DEFECTS: [ ]
1 - TURN SIGNALS; 2 - HEAD LAMPS; 3 - TAIL LAMPS; 4 - BRAKES; 5 - STEERING; 6 - TIRE BLOWOUT; 7 - WORN OR SLICK TIRES; 8 - TRAILER EQUIPMENT DEFECTIVE; 9 - MOTOR TROUBLE; 10 - DISABLED FROM PRIOR ACCIDENT; 99 - OTHER/UNKNOWN

DAMAGE

DAMAGE SCALE: [4]
1 - NONE; 2 - MINOR; 3 - FUNCTIONAL DAMAGE; 4 - DISABLING DAMAGE; 9 - OTHER/UNKNOWN

DAMAGED AREAS INDICATE ALL THAT APPLY: 3,6,9



☐ - NO DAMAGE [0] ☐ - UNDERCARRIAGE [14] ☐ - TOP [13] ☐ - ALL AREAS [15] ☐ - UNIT NOT AT SCENE [16]

INITIAL POINT OF CONTACT: [6]
0 - NON-COLLISION; 1-12 - REFER TO UNIT DIAGRAM; 13 - TOP; 14 - UNDERCARRIAGE; 15 - VEHICLE NOT AT SCENE; 99 - UNKNOWN

EVENTS

NON-MOTORIST LOCATION AT IMPACT: [3]
1 - INTERSECTION - MARKED CROSSWALK; 2 - INTERSECTION - UNMARKED CROSSWALK; 3 - INTERSECTION -OTHER; 4 - MIDBLOCK - MARKED CROSSWALK; 5 - TRAVEL LANE - OTHER LOCATION; 6 - BICYCLE LANE; 7 - SHOULDER/ROADSIDE; 8 - SIDEWALK; 9 - MEDIAN/CROSSING ISLAND; 10 - DRIVEWAY ACCESS; 11 - SHARED USE PATHS OR TRAILS; 12 - FIRST RESPONDER AT INCIDENT SCENE; 99 - OTHER/UNKNOWN

ACTION: [4]
1 - NON-CONTACT; 2 - NON-COLLISION; 3 - STRIKING; 4 - STRUCK; 5 - BOTH STRIKING AND STRUCK; 9 - OTHER/UNKNOWN

PRE-CRASH ACTION: [20]
1 - STRAIGHT AHEAD; 2 - BACKING; 3 - CHANGING LANES; 4 - OVERTAKING/PASSING; 5 - MAKING RIGHT TURN; 6 - MAKING LEFT TURN; 7 - MAKING U-TURN; 8 - ENTERING TRAFFIC LANE; 9 - LEAVING TRAFFIC LANE; 10 - PARKED; 11 - SLOWING OR STOPPED IN TRAFFIC; 12 - DRIVERLESS; 13 - NEGOTIATING A CURVE; 14 - ENTERING OR CROSSING SPECIFIED LOCATION; 15 - WALKING, RUNNING, JOGGING, PLAYING; 16 - WORKING; 17 - PUSHING VEHICLE; 18 - APPROACHING OR LEAVING VEHICLE; 19 - STANDING; 20 - OTHER NON-MOTORIST; 21 - STANDING OUTSIDE DISABLED VEHICLE; 99 - OTHER/UNKNOWN

CONTRIBUTING CIRCUMSTANCE: [20]
1 - NONE; 2 - FAILURE TO YIELD; 3 - RAN RED LIGHT; 4 - RAN STOP SIGN; 5 - UNSAFE SPEED; 6 - IMPROPER TURN; 7 - LEFT OF CENTER; 8 - FOLLOWING TOO CLOSE / ACDA; 9 - IMPROPER LANE CHANGE; 10 - IMPROPER PASSING; 11 - DROVE OFF ROAD; 12 - IMPROPER BACKING; 13 - IMPROPER START FROM A PARKED POSITION; 14 - STOPPED OR PARKED ILLEGALLY; 15 - SWERVING TO AVOID; 16 - WRONG WAY; 17 - VISION OBSTRUCTION; 18 - OPERATING DEFECTIVE EQUIPMENT; 19 - LOAD SHIFTING/ FALLING/SPILLING; 20 - IMPROPER CROSSING; 21 - LYING IN ROADWAY; 22 - NOT DISCERNIBLE; 23 - OPENING DOOR INTO ROADWAY; 24 - VIOLATING LICENSE RESTRICTION; 99 - OTHER IMPROPER ACTION

SEQUENCE OF EVENTS

1: [20]
2: [ ]
3: [ ]
4: [ ]
5: [ ]
6: [ ]

NON-COLLISION

1 - OVERTURN/ROLLOVER; 2 - FIRE/EXPLOSION; 3 - IMMERSION; 4 - JACKKNIFE; 5 - CARGO/EQUIPMENT LOSS OR SHIFT; 6 - EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC); 7 - SEPARATION OF UNITS; 8 - RAN OFF ROAD RIGHT; 9 - RAN OFF ROAD LEFT; 10 - CROSS MEDIAN; 11 - CROSS CENTERLINE - OPPOSITE DIRECTION OF TRAVEL; 12 - DOWNHILL RUNAWAY; 13 - OTHER NON-COLLISION; 14 - PEDESTRIAN; 15 - PEDALCYCLE; 16 - RAILWAY VEHICLE (E.G. TRAIN, ENGINE); 17 - ANIMAL - FARM; 18 - ANIMAL - DEER; 19 - ANIMAL - OTHER; 20 - MOTOR VEHICLE IN TRANSPORT; 21 - PARKED MOTOR VEHICLE; 22 - WORK ZONE MAINTENANCE EQUIPMENT; 23 - STRUCK BY FALLING, SHIFTING CAR, OR ANYTHING SET IN MOTION BY A MOTOR VEHICLE; 24 - OTHER MOVABLE OBJECT COLLISION WITH FIXED OBJECT - STRUCK

COLLISION WITH FIXED OBJECT - STRUCK

25 - IMPACT ATTENUATOR/ CRASH CUSHION; 26 - BRIDGE OVERHEAD STRUCTURE; 27 - BRIDGE PIER OR ABUTMENT; 28 - BRIDGE PARAPET; 29 - BRIDGE RAIL; 30 - GUARDRAIL FACE; 31 - GUARDRAIL END; 32 - PORTABLE BARRIER; 33 - MEDIAN CABLE BARRIER; 34 - MEDIAN GUARDRAIL BARRIER; 35 - MEDIAN CONCRETE BARRIER; 36 - MEDIAN OTHER BARRIER; 37 - TRAFFIC SIGN POST; 38 - OVERHEAD SIGN POST; 39 - LIGHT/LUMINARIES SUPPORT; 40 - UTILITY POLE; 41 - OTHER POST, POLE OR SUPPORT; 42 - CULVERT; 43 - CURB; 44 - DITCH; 45 - EMBANKMENT; 46 - FENCE; 47 - MAILBOX; 48 - TREE; 49 - FIRE HYDRANT; 50 - WORK ZONE MAINTENANCE EQUIPMENT; 51 - WALL; 52 - BUILDING; 53 - TUNNEL; 54 - OTHER FIXED OBJECT; 99 - OTHER/UNKNOWN

FIRST HARMFUL EVENT: [1] **MOST HARMFUL EVENT**: [1]

TRAFFIC

TRAFFICWAY FLOW: [2]
1 - ONE-WAY; 2 - TWO-WAY

TRAFFIC CONTROL: [1]
1 - ROUNDABOUT; 2 - SIGNAL; 3 - FLASHER; 4 - STOP SIGN; 5 - YIELD SIGN; 6 - NO CONTROL

 # OF THROUGH LANES ON ROAD: [2]

RAIL GRADE CROSSING: [1]
1 - NOT INVOLVED; 2 - INVOLVED-ACTIVE CROSSING; 3 - INVOLVED-PASSIVE CROSSING

UNIT / NON-MOTORIST DIRECTION

FROM [1] TO [2]
1 - NORTH; 2 - SOUTH; 3 - EAST; 4 - WEST; 5 - NORTHEAST; 6 - NORTHWEST; 7 - SOUTHEAST; 8 - SOUTHWEST; 9 - OTHER/UNKNOWN

UNIT SPEED: [ ]

DETECTED SPEED: [ ]
1 - STATED/ESTIMATED SPEED; 2 - CALCULATED/EDR; 3 - UNDETERMINED

POSTED SPEED: [ ]

dot UNIT

Document #: 20213237426

Local Report #: 1127210926

OWNER

UNIT #	OWNER NAME: LAST,FIRST, MIDDLE([] SAME AS DRIVER	OWNER PHONE: INCLUDE AREACODE ([] SAME AS DRIVER)
2		

OWNER ADDRESS: STREET, CITY, STATE, ZIP ([] SAME AS DRIVER)

COMMERCIAL CARRIER: STREET, CITY, STATE, ZIP ([] SAME AS DRIVER) | COMMERCIAL CARRIER PHONE: INCLUDE AREACODE

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VEHICLE

LP STATE	LICENSE PLATE #	VEHICLE IDENTIFICATION #	VEHICLE YEAR	VEHICLE MAKE
		KMHDH4AE0DU899433	2013	HYUNDAI

INSURANCE VERIFIED	INSURANCE COMPANY	INSURANCE POLICY #	COLOR	VEHICLE MODEL
☐			SIL	ELANTRA

TYPE OF USE: ☐ COMMERCIAL ☐ GOVERNMENT ☐ IN EMERGENCY RESPONSE

US DOT #:

TOWED BY: COMPANY NAME

☐ INTERLOCK DEVICE EQUIPPED ☐ HIT/SKIP UNIT

#OCCUPANTS: 1

VEHICLE WEIGHT GVWR/GCWR: [ ] 1 - ≤10k LBS. 2 - 10,001 - 26K LBS. 3 - > 26K LBS.

HAZARDOUS MATERIAL: ☐ MATERIAL RELEASED ☐ PLACARD — CLASS # — PLACARD ID #

UNIT TYPE: [1]
1 - PASSENGER CAR, 2 - PASSENGER VAN (MINIVAN), 3 - SPORT UTILITY VEHICLE, 4 - PICK UP, 5 - CARGO VAN, 6 - VAN (9-15 SEATS), 7 - MOTORCYCLE 2 WHEELED, 8 - MOTORCYCLE 3 WHEELED, 9 - AUTOCYCLE, 10 - MOPED OR MOTORIZED BICYCLE, 11 - ALL TERRAIN VEHICLE(ATV/UTV), 12 - GOLF CART, 13 - SNOWMOBILE, 14 - SINGLE UNIT TRUCK, 15 - SEMI-TRACTOR, 16 - FARM EQUIPMENT, 17 - MOTORHOME, 18 - LIMO (LIVERY VEHICLE), 19 - BUS (16+ PASSENGERS), 20 - OTHER VEHICLE, 21 - HEAVY EQUIPMENT, 22 - ANIMAL WITH RIDER OR ANIMAL DRAWN VEHICLE, 23 - PEDESTRIAN/SKATER, 24 - WHEELCHAIR (ANY TYPE), 25 - OTHER NON-MOTORIST, 26 - BICYCLE, 27 - TRAIN, 99 - UNKNOWN OR HIT/SKIP

[0] # OF TRAILING UNITS

WAS VEHICLE OPERATING IN AUTONOMOUS MODE WHEN CRASH OCCURRED? [2] 1-YES 2-NO 9-OTHER/UNKNOWN

AUTONOMOUS MODE LEVEL: [0]
0 - NO AUTOMATION, 1 - DRIVER ASSISTANCE, 2 - PARTIAL AUTOMATION, 3 - CONDITIONAL AUTOMATION, 4 - HIGH AUTOMATION, 5 - FULL AUTOMATION, 99 - OTHER/UNKNOWN

SPECIAL FUNCTION: [1]
1 - NONE, 2 - TAXI, 3 - ELECTRONIC RIDE SHARING, 4 - SCHOOL TRANSPORT, 5 - BUS - TRANSIT/COMMUTER, 6 - BUS - CHARTER/TOUR, 7 - BUS - INTERCITY, 8 - BUS - SHUTTLE, 9 - BUS - OTHER, 10 - AMBULANCE, 11 - FIRE, 12 - MILITARY, 13 - POLICE, 14 - PUBLIC UTILITY, 15 - CONSTRUCTION EQUIPMENT, 16 - FARM, 17 - MOWING, 18 - SNOW REMOVAL, 19 - TOWING, 20 - SAFETY SERVICE PATROL, 21 - MAIL CARRIER, 99 - OTHER/UNKNOWN

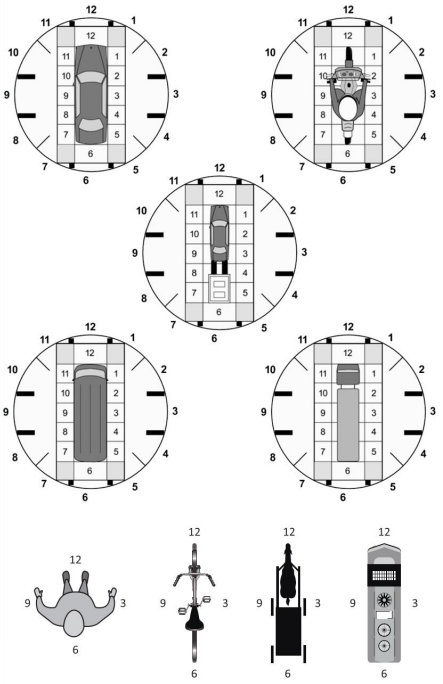
CARGO BODY TYPE: [1]
1 - NO CARGO BODY TYPE/ NOT APPLICABLE, 2 - BUS, 3 - VEHICLE TOWING ANOTHER MOTOR VEHICLE, 4 - LOGGING, 5 - INTERMODAL CONTAINER CHASSIS, 6 - CARGO VAN/ENCLOSED BOX, 7 - GRAIN/CHIPS/GRAVEL, 8 - POLE, 9 - CARGO TANK, 10 - FLAT BED, 11 - DUMP, 12 - CONCRETE MIXER, 13 - AUTO TRANSPORTER, 14 - GARBAGE/REFUSE, 99 - OTHER/UNKNOWN

VEHICLE DEFECTS: [ ]
1 - TURN SIGNALS, 2 - HEAD LAMPS, 3 - TAIL LAMPS, 4 - BRAKES, 5 - STEERING, 6 - TIRE BLOWOUT, 7 - WORN OR SLICK TIRES, 8 - TRAILER EQUIPMENT DEFECTIVE, 9 - MOTOR TROUBLE, 10 - DISABLED FROM PRIOR ACCIDENT, 99 - OTHER/UNKNOWN

DAMAGE

DAMAGE SCALE: [2]
1 - NONE, 2 - MINOR, 3 - FUNCTIONAL DAMAGE, 4 - DISABLING DAMAGE, 9 - OTHER/UNKNOWN

DAMAGED AREAS — INDICATE ALL THAT APPLY: [12]



☐ - NO DAMAGE [0] ☐ - UNDERCARRIAGE [14] ☐ - TOP [13] ☐ - ALL AREAS [15] ☐ - UNIT NOT AT SCENE [16]

EVENTS

NON-MOTORIST LOCATION AT IMPACT: [ ]
1 - INTERSECTION - MARKED CROSSWALK, 2 - INTERSECTION - UNMARKED CROSSWALK, 3 - INTERSECTION -OTHER, 4 - MIDBLOCK - MARKED CROSSWALK, 5 - TRAVEL LANE - OTHER LOCATION, 6 - BICYCLE LANE, 7 - SHOULDER/ROADSIDE, 8 - SIDEWALK, 9 - MEDIAN/CROSSING ISLAND, 10 - DRIVEWAY ACCESS, 11 - SHARED USE PATHS OR TRAILS, 12 - FIRST RESPONDER AT INCIDENT SCENE, 99 - OTHER/UNKNOWN

ACTION: [3]
1 - NON-CONTACT, 2 - NON-COLLISION, 3 - STRIKING, 4 - STRUCK, 5 - BOTH STRIKING AND STRUCK, 9 - OTHER/UNKNOWN

PRE-CRASH ACTION: [1]
1 - STRAIGHT AHEAD, 2 - BACKING, 3 - CHANGING LANES, 4 - OVERTAKING/PASSING, 5 - MAKING RIGHT TURN, 6 - MAKING LEFT TURN, 7 - MAKING U-TURN, 8 - ENTERING TRAFFIC LANE, 9 - LEAVING TRAFFIC LANE, 10 - PARKED, 11 - SLOWING OR STOPPED IN TRAFFIC, 12 - DRIVERLESS, 13 - NEGOTIATING A CURVE, 14 - ENTERING OR CROSSING SPECIFIED LOCATION, 15 - WALKING, RUNNING, JOGGING, PLAYING, 16 - WORKING, 17 - PUSHING VEHICLE, 18 - APPROACHING OR LEAVING VEHICLE, 19 - STANDING, 20 - OTHER NON-MOTORIST, 21 - STANDING OUTSIDE DISABLED VEHICLE, 99 - OTHER/UNKNOWN

INITIAL POINT OF CONTACT: [12]
0 - NON-COLLISION, 1-12 - REFER TO UNIT DIAGRAM, 13 - TOP, 14 - UNDERCARRIAGE, 15 - VEHICLE NOT AT SCENE, 99 - UNKNOWN

CONTRIBUTING CIRCUMSTANCE: [1]
1 - NONE, 2 - FAILURE TO YIELD, 3 - RAN RED LIGHT, 4 - RAN STOP SIGN, 5 - UNSAFE SPEED, 6 - IMPROPER TURN, 7 - LEFT OF CENTER, 8 - FOLLOWING TOO CLOSE / ACDA, 9 - IMPROPER LANE CHANGE, 10 - IMPROPER PASSING, 11 - DROVE OFF ROAD, 12 - IMPROPER BACKING, 13 - IMPROPER START FROM A PARKED POSITION, 14 - STOPPED OR PARKED ILLEGALLY, 15 - SWERVING TO AVOID, 16 - WRONG WAY, 17 - VISION OBSTRUCTION, 18 - OPERATING DEFECTIVE EQUIPMENT, 19 - LOAD SHIFTING/ FALLING/SPILLING, 20 - IMPROPER CROSSING, 21 - LYING IN ROADWAY, 22 - NOT DISCERNIBLE, 23 - OPENING DOOR INTO ROADWAY, 24 - VIOLATING LICENSE RESTRICTION, 99 - OTHER IMPROPER ACTION

SEQUENCE OF EVENTS

1	[14]
2	[ ]
3	[ ]
4	[ ]
5	[ ]
6	[ ]

NON-COLLISION: 1 - OVERTURN/ROLLOVER, 2 - FIRE/EXPLOSION, 3 - IMMERSION, 4 - JACKKNIFE, 5 - CARGO/EQUIPMENT LOSS OR SHIFT, 6 - EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC), 7 - SEPARATION OF UNITS, 8 - RAN OFF ROAD RIGHT, 9 - RAN OFF ROAD LEFT, 10 - CROSS MEDIAN, 11 - CROSS CENTERLINE - OPPOSITE DIRECTION OF TRAVEL, 12 - DOWNHILL RUNAWAY, 13 - OTHER NON-COLLISION, 14 - PEDESTRIAN, 15 - PEDALCYCLE, 16 - RAILWAY VEHICLE (E.G. TRAIN, ENGINE), 17 - ANIMAL - FARM, 18 - ANIMAL - DEER, 19 - ANIMAL - OTHER, 20 - MOTOR VEHICLE IN TRANSPORT, 21 - PARKED MOTOR VEHICLE, 22 - WORK ZONE MAINTENANCE EQUIPMENT, 23 - STRUCK BY FALLING, SHIFTING CAR, OR ANYTHING SET IN MOTION BY A MOTOR VEHICLE, 24 - OTHER MOVABLE OBJECT COLLISION WITH FIXED OBJECT - STRUCK

COLLISION WITH FIXED OBJECT - STRUCK: 25 - IMPACT ATTENUATOR/ CRASH CUSHION, 26 - BRIDGE OVERHEAD STRUCTURE, 27 - BRIDGE PIER OR ABUTMENT, 28 - BRIDGE PARAPET, 29 - BRIDGE RAIL, 30 - GUARDRAIL FACE, 31 - GUARDRAIL END, 32 - PORTABLE BARRIER, 33 - MEDIAN CABLE BARRIER, 34 - MEDIAN GUARDRAIL BARRIER, 35 - MEDIAN CONCRETE BARRIER, 36 - MEDIAN OTHER BARRIER, 37 - TRAFFIC SIGN POST, 38 - OVERHEAD SIGN POST, 39 - LIGHT/LUMINARIES SUPPORT, 40 - UTILITY POLE, 41 - OTHER POST, POLE OR SUPPORT, 42 - CULVERT, 43 - CURB, 44 - DITCH, 45 - EMBANKMENT, 46 - FENCE, 47 - MAILBOX, 48 - TREE, 49 - FIRE HYDRANT, 50 - WORK ZONE MAINTENANCE EQUIPMENT, 51 - WALL, 52 - BUILDING, 53 - TUNNEL, 54 - OTHER FIXED OBJECT, 99 - OTHER/UNKNOWN

[1] FIRST HARMFUL EVENT [1] MOST HARMFUL EVENT

TRAFFIC

TRAFFICWAY FLOW: [2] 1 - ONE-WAY, 2 - TWO-WAY

TRAFFIC CONTROL: [1] 1 - ROUNDABOUT, 2 - SIGNAL, 3 - FLASHER, 4 - STOP SIGN, 5 - YIELD SIGN, 6 - NO CONTROL

OF THROUGH LANES ON ROAD: [2]

RAIL GRADE CROSSING: [1] 1 - NOT INVOLVED, 2 - INVOLVED-ACTIVE CROSSING, 3 - INVOLVED-PASSIVE CROSSING

UNIT / NON-MOTORIST DIRECTION: FROM [4] TO [3]
1 - NORTH, 2 - SOUTH, 3 - EAST, 4 - WEST, 5 - NORTHEAST, 6 - NORTHWEST, 7 - SOUTHEAST, 8 - SOUTHWEST, 9 - OTHER/UNKNOWN

UNIT SPEED: [35]

DETECTED SPEED: [ ] 1 - STATED/ESTIMATED SPEED, 2 - CALCULATED/EDR, 3 - UNDETERMINED

POSTED SPEED: [35]

dot MOTORIST / NON-MOTORIST

Document #: 20213237426

Local Report #: 1127210926

MOTORIST/NON-MOTORIST

UNIT #	PERSON TYPE	NAME: LAST, FIRST, MIDDLE	DATE OF BIRTH	AGE	GENDER
1	P			21	F

ADDRESS: STREET, CITY, STATE, ZIP:

CONTACT PHONE - INCLUDE AREA CODE:

INJURIES	INJURED TAKEN BY	EMS AGENCY (NAME)	INJURED TAKEN TO: MEDICAL FACILITY (NAME,CITY)	SAFETY EQUIPMENT USED	DOT-COMPLIANT MC HELMET	SEATING POSTION	AIR BAG USAGE	EJECTION	TRAPPED
3	1	COTP	UC HOSPITAL	11	☐	15			

OL STATE	OPERATOR LICENSE NUMBER	OFFENSE CHARGED	LOCAL CODE	OFFENSE DESCRIPTION	CITATION NUMBER
		4511.48	☐	PEDESTRIAN ROW	42-136912-0

OL CLASS	ENDORSEMENTS (SELECT UP TO 2)	RESTRICTION: (SELECT UP TO 3)	DRIVER DISTRACTED BY	ALCOHOL / DRUG SUSPECTED	CONDITION	ALCOHOL TEST STATUS	ALCOHOL TEST TYPE	ALCOHOL TEST VALUE	DRUG TEST(S) STATUS	DRUG TEST(S) TYPE	DRUG TEST(S) RESULT (SELECT UP TO 4)
4				☐ ALCOHOL ☐ MARIJUANA ☐ OTHER DRUG	1	1	1		1	1	

MOTORIST/NON-MOTORIST

UNIT #	PERSON TYPE	NAME: LAST, FIRST, MIDDLE	DATE OF BIRTH	AGE	GENDER
2	D			29	M

ADDRESS: STREET, CITY, STATE, ZIP:

CONTACT PHONE - INCLUDE AREA CODE:

INJURIES	INJURED TAKEN BY	EMS AGENCY (NAME)	INJURED TAKEN TO: MEDICAL FACILITY (NAME,CITY)	SAFETY EQUIPMENT USED	DOT-COMPLIANT MC HELMET	SEATING POSTION	AIR BAG USAGE	EJECTION	TRAPPED
5	2	☐	☐	4	☐	1	1	1	1

OL STATE	OPERATOR LICENSE NUMBER	OFFENSE CHARGED	LOCAL CODE	OFFENSE DESCRIPTION	CITATION NUMBER
OH		☐	☐	☐	☐

OL CLASS	ENDORSEMENTS (SELECT UP TO 2)	RESTRICTION: (SELECT UP TO 3)	DRIVER DISTRACTED BY	ALCOHOL / DRUG SUSPECTED	CONDITION	ALCOHOL TEST STATUS	ALCOHOL TEST TYPE	ALCOHOL TEST VALUE	DRUG TEST(S) STATUS	DRUG TEST(S) TYPE	DRUG TEST(S) RESULT (SELECT UP TO 4)
4			1	☐ ALCOHOL ☐ MARIJUANA ☐ OTHER DRUG	1	1	1		1	1	

INJURIES
1 - FATAL
2 - SUSPECTED SERIOUS INJURY
3 - SUSPECTED MINOR INJURY
4 - POSSIBLE INJURY

INJURED TAKE BY
1 - NOT TRANSPORTED/ TREATED AT SCENE
2 - EMS
3 - POLICE
9 - OTHER/UNKNOWN

SAFETY EQUIPMENT
1 - NONE USED
2 - SHOULDER BELT ONLY USED
3 - LAP BELT ONLY USED
4 - SHOULDER AND LAP BELT USED
5 - CHILD RESTRAINT SYSTEM - FORWARD FACING
6 - CHILD RESTRAINT SYSTEM - REAR FACING
7 - BOOSTER SEAT
8 - HELMET USED
9 - PROTECTIVE PADS USED (ELBOW, KNEES, ETC.)
10 - REFLECTIVE CLOTHING
11 - LIGHTING - PEDESTRIAN/ BICYCLE ONLY
99 - OTHER/UNKNOWN

SEATING POSITION
1 - FRONT SEAT - LEFT SIDE (MOTORCYCLE DRIVER)
2 - FRONT SEAT - MIDDLE
3 - FRONT SEAT - RIGHT SIDE
4 - SECOND SEAT - LEFT SIDE (MOTORCYCLE PASSENGER)
5 - SECOND SEAT - MIDDLE
6 - SECOND SEAT - RIGHT SIDE
7 - THIRD - LEFT SIDE (MOTORCYCLE SIDE CAR)
8 - THIRD - MIDDLE
9 - THIRD - RIGHT SIDE
10 - SLEEPER SECTION OF TRUCK CAB
11 - PASSENGER IN OTHER ENCLOSED CARGO AREA (NON TRAILING UNIT, BUS, PICK-UP WITH CAP)
12 - PASSENGER IN UNENCLOSED CARGO AREA
13 - TRAILING UNIT
14 - RIDING ON VEHICLE EXTERIOR (NON-TRAILING UNIT)
15 - NON-MOTORIST
99 - OTHER/UNKNOWN

AIR BAG
1 - NOT-DEPLOYED
2 - DEPLOYED-FRONT
3 - DEPLOYED-SIDE
4 - DEPLOYED BOTH FRONT/SIDE
5 - NOT APPLICABLE

EJECTION
1 - NOT EJECTED
2 - PARTIALLY EJECTED
3 - TOTALLY EJECTED
4 - NOT APPLICABLE

TRAPPED
1 - NOT TRAPPED
2 - EXTRICATED BY MECHANICAL MEANS
3 - FREED BY NON-MECHANICAL MEANS

OL CLASS
1 - CLASS A
2 - CLASS B
3 - CLASS C
4 - REGULAR CLASS (OHIO IS 'D')
5 - M/C MOPED ONLY
6 - NO VALID OL

OL ENDORSEMENT
H - HAZMAT
M - MOTORCYCLE
P - PASSENGER
N - TANKER
Q - MOTOR SCOOTER
R - THREE-WHEEL MOTORCYCLE
S - SCHOOL BUS
T - DOUBLE AND TRIPLE TRAILERS
X - TANKER / HAZMAT

GENDER
F - FEMALE
M - MALE
U - OTHER/UNKNOWN

OL RESTRICTON(S)
1 - ALCOHOL INTERLOCK DEVICE
2 - CDL INTRASTATE ONLY
3 - CORRECTIVE LENSES
4 - FARM WAIVER
5 - EXCEPT CLASS A BUS
6 - EXCEPT CLASS A AND CLASS B BUS
7 - EXCEPT TRACTOR-TRAILER
8 - INTERMEDIATE LICENSE RESTRICTIONS
9 - LEARNER'S PERMIT RESTRICTIONS
10 - LIMITED TO DAYLIGHT ONLY
11 - LIMITED TO EMPLOYMENT
12 - LIMITED - OTHER
13 - MECHANICAL DEVICES (SPECIAL BRAKES, HAND CONTROLS, OR OTHER ADAPTIVE DEVICES)
14 - MILITARY VEHICLES ONLY
15 - MOTOR VEHICLES WITHOUT AIR BRAKES
16 - OUTSIDE MIRROR

DRIVER DISTRACTION
1 - NOT DISTRACTED
2 - MANUALLY OPERATING AN ELECTRONIC COMMUNICATION DEVICE (TESTING, TYPING, DIALING)
3 - TALKING ON HANDS FRE COMMUNICATION DEVICE
4 - TALKING ON HAND HELD COMMUNICATION DEVICE
5 - OTHER ACTIVITY WITH AN ELECTRONIC DEVICE
6 - PASSENGER
7 - OTHER DISTRACTION INSIDE THE VEHICLE
8 - OTHER DISTRACTION OUTSIDE THE VEHICLE
9 - OTHER/UNKNOWN

CONDITION
1 - APPARENTLY NORMAL
2 - PHYSICAL IMPAIRMENT
3 - EMOTIONAL (E.G., DEPRESSED, ANGRY, DISTURBED)
4 - ILLNESS
5 - FELL ASLEEP, FAINTED, FATIGUED, ETC.
6 - UNDER THE INFLUENCE OF MEDICATIONS/DRUGS/ALCOHOL

TEST STATUS
1 - NONE GIVEN
2 - TEST REFUSED
3 - TEST GIVEN, CONTAMINATED SAMPLE/UNUSABLE
4 - TEST GIVEN, RESULTS KNOWN
5 - TEST GIVEN, RESULTS UNKNOWN

ALCOHOL TEST TYPE
1 - NONE
2 - BLOOD
3 - URINE
4 - BREATH
5 - OTHER

DRUG TEST TYPE
1 - NONE
2 - BLOOD
3 - URINE
5 - OTHER

DRUG TEST RESULT(S)
1 - AMPHETAMINES
2 - BARBITURATES
3 - BENZODIAZEPINES
4 - CANNABINOIDS
5 - COCAINE
6 - OPIATES / OPIOIDS
7 - OTHER
8 - NEGATIVE RESULTS

Criterion 3 – Priority (Weight 5%)

For jurisdictions with multiple applications, please rank the priority of your application:

The applicant is required to list in order of priority the projects for which it is applying. Points are awarded based solely on this information. The financial officer of the jurisdiction shall be responsible for prioritizing all applications from any agency or department of the jurisdiction.

10 - First priority project

5 - Second priority project

2 - Third priority project

0 - Fourth priority or lower

Priority 1	
Priority 2	
Priority 3	
Priority 4	
Priority 5	

The applicant/s must submit a listing of the projects, in order of priority, for which it is applying. Points will be awarded on the basis of the project's priority.

Criterion 4 - Economic Growth (Weight 4%)

Provide a statement detailing how the project will enhance economic growth.

10 - The project will directly secure preferred economic development
The project will bring significant new permanent employment in the industrial, manufacturing or office field (commercial development) to the Applicant. Transit oriented development including mixed-use developments would fall under this particular score. The associated development project is a revitalization of unutilized or previously developed vacant parcels. The applicant must submit documentation demonstrating the viability of the project and the commitment of the principals involved.

7 - The project will directly secure economic development
The project will bring significant new permanent employment in the industrial, manufacturing or office field (commercial development) on undeveloped land to the Applicant. The applicant must submit documentation demonstrating the viability of the project and the commitment of the principals involved.

2 - The project will permit economic development
The project will provide access (including transit) to a development site that is underutilized or undeveloped due to a lack of access. The applicant must submit documentation demonstrating the current constraints on the development site and how the project will eliminate these constraints.

0 - The project will not impact development
The project will have no impact on business development/employment.

Note:
† *Each project is rated on an individual basis to determine if any aspects of the criterion apply. Rating teams will consider the effect development will have both on Hamilton County and the applying jurisdiction, such as number of jobs to be created, revenue to be generated, and how long the site has gone undeveloped, unutilized, or underutilized.*

Provide a statement detailing how the project will enhance economic growth. It is highly recommended to include how it will help transit service to provide access to employment, residential or commercial developments.

This project will enhance the safty and comfort of pedestrian traffic, which will in turn provide more foot traffic to the restaurants and businesses in the corridor. See the photos in the supporting documents for reference of the project area.

PHOTO LOG

SEVERAL BUSINESSES IN THE CORRIDOR TO BENEFIT FROM THE INCRESES PEDESTRIAN TRAFFIC AND WILL BE ACCESSIBLE TO BEDESTRIAN TRAVELERS

Criterion 5 - Matching Funds (Weight 10%)

Information is provided by the applicant detailing the amount of local funding in the project budget.

List total percentage of matching funds 50 %

10 - 50% or higher

8 - 40% to 49%

6 - 30% to 39%

4 - 20% to 29%

2 - 10% to 19%

*0 - less than 10% **

* A minimum 10% match is required to receive TIF funding

Notes:

Criterion 6 – Regional Impact (Weight 5%)

Does the infrastructure have regional impact?

- For roads and bridges and traffic/ITS projects, consider the origination and destination of traffic, functional classifications, average amount of daily traffic, size of service area, and number of jurisdictions served.
- For all other infrastructure, regional impact will be determined on a case-by-case basis taking into consideration among other things, the size of service area, and number of jurisdictions served.
- Other factors to be considered, but which individually do not denote the regional impact of the infrastructure, are as follows:

10 - Major Impact- Roads: *Major Arterial* ***(25,000 or more)***

- *Crosses multiple jurisdictions*
- *Provides a great degree of mobility.*
- *Generally, conveys large traffic volumes for distances greater than one mile.*
- *Is of regional importance and is intended to serve beyond the county, connecting urban centers with one another and with outlying communities, employment providers, or shopping centers.*
- *Intended primarily to serve through traffic.*
- *Provides limited access to property.*
- *Provides direct access to an interstate highway.*

8 - Significant Impact- Roads: *Minor Arterial* ***(15,000 – 24,999)***

- *Serves through traffic that is similar in function to a major arterial, but operates with lower traffic volumes, serving trips of shorter distances (but still greater than one mile), and may provide a higher degree of property access than do major arterials.*

6 - Moderate Impact- Roads: *Major Collector* ***(10,000 – 14,999)***

- *A roadway providing traffic movement between local roads and arterials, or community-wide activity centers.*
- *May also provide direct access to abutting properties such as regional shopping centers, large industrial parks, major subdivisions and community-wide recreational facilities, but typically not individual residences.*
- *Generally, are through streets carrying moderate traffic volumes over moderate distances (generally less than one mile).*

4 - Minor Impact- Roads: *Minor Collector* ***(5,000 – 9,999)***

- *A roadway similar in function to a major collector, but which carries lower traffic volumes over shorter distances and has a higher degree of property access.*
- *May serve as main circulation streets within large residential neighborhoods, and may, or may not, be through streets.*

2 - Minimal Impact- Roads: *Local* ***(4,999 and under)***

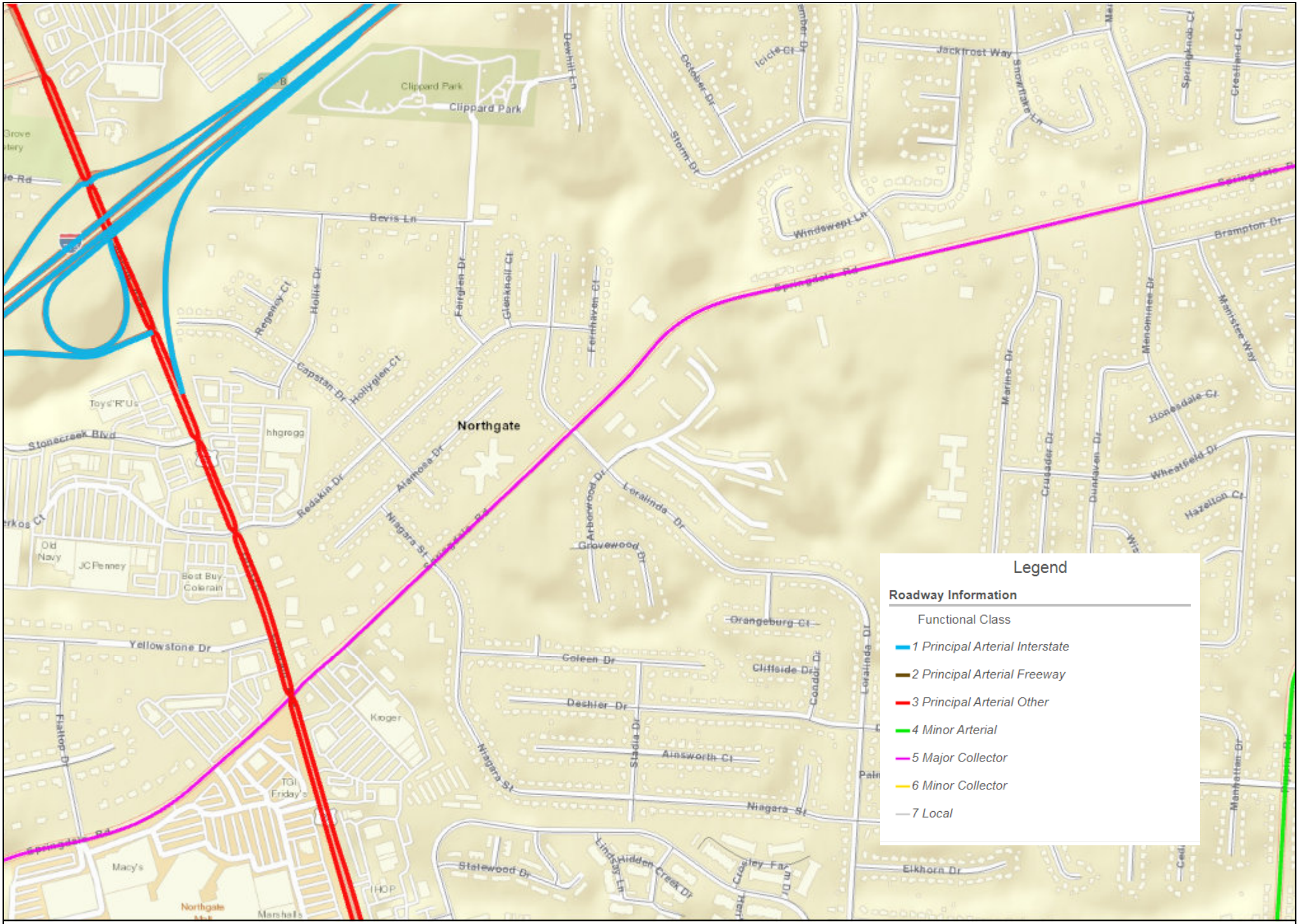
- *A roadway that is primarily intended to provide access to abutting properties.*
- *Accommodates lower traffic volumes, serves short trips (generally within neighborhoods), and provides connections primarily to collector streets rather than arterials.*

0 - No Impact- Not located on road network

ADT: 15,296

Provide a statement concerning the regional significance of the infrastructure to be replaced, repaired, or expanded.

The corridor is a heavily traveled roadway that currently has limited pedestrian facilities, but also has a significant amount of foot traffic. This project will increase the safety and connectivity for pedestrians in the area.



TIMS TRANSPORTATION INFORMATION MAPPING SYSTEM

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Date: 4/30/2024

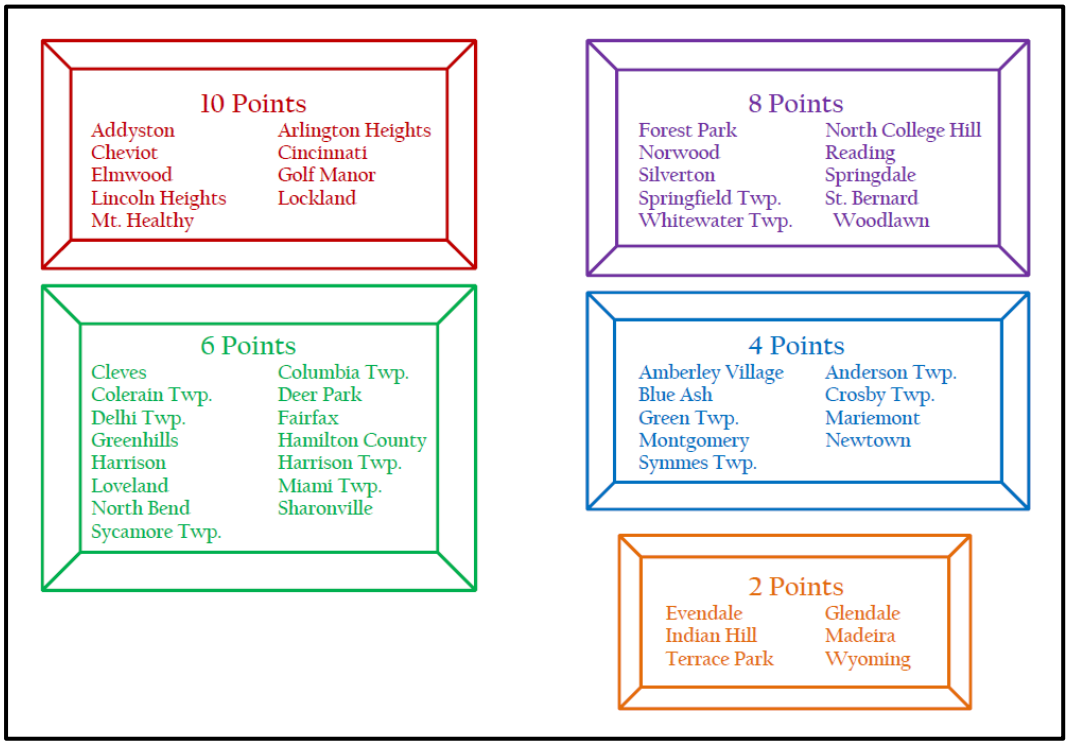
Criterion 7 – Relative Economic Strength (Weight 5%)

What is the relative economic strength of the jurisdiction?

SORTA utilizes the Integrating Committee's predetermined relative economic strength for all applicants in Hamilton County. The relative economic strength of a jurisdiction may periodically be adjusted when pertinent US Census data is updated. The jurisdictions will be assigned a score based on U.S. Census Bureau Median Household Income in the past twelve (12) months. The following table will be used to assign project points for the Relative Economic Strength score for each jurisdiction.

Community Name:

Relative Economic Strength Score	Project Points
2	2
4	4
6	6
8	8
10	10



Criterion 8 – Transit Impact

If the Transit Authority's fixed route bus service operates on the street included in the application, use section (A) for scoring; otherwise, use section (B). Remember that a project to be eligible for Transit Infrastructure Fund funding must have a score of one (1) or higher in this criterion. Any project receiving a score of zero (0) in this criterion will not be eligible for Transit Infrastructure Fund funding.

A. Serving Fixed Route Service (Weight 19%)

How well traversed is this project by transit? The number of scheduled bus trips is for a typical weekday, in one direction. At least 75% of the proposed project length has to be served by the fixed-route to receive the corresponding points based on its weekday trip.

10 – The road infrastructure is utilized by 125 or more fixed-route scheduled weekday trips or is located on a Bus Rapid Transit Corridor designated by the Transit Authority.

8 – The road infrastructure is utilized by 80-124 fixed-route scheduled weekday trips

6 – The road infrastructure is utilized by 50-79 fixed-route scheduled weekday trips

4 – The road infrastructure is utilized by 20-49 fixed-route scheduled weekday trips

2 – The road infrastructure is utilized by 10-19 fixed-route scheduled weekday trips

1 – The road infrastructure is utilized by 1-9 fixed-route scheduled weekday trips

0 – The road infrastructure is not serving any fixed-route bus or street trips

B. Serving Paratransit Service—Score only if 0 on Fixed Route (Weight 2%)

How likely this road infrastructure will serve paratransit (ACCESS) riders? This is measured by proximity from a fixed route alignment.

10 – The proposed project is within 1/3 of a mile of fixed route transit

6 – The proposed project is within 1/2 of a mile of fixed route transit

4 – The proposed project is 3/4 of a mile of fixed route transit

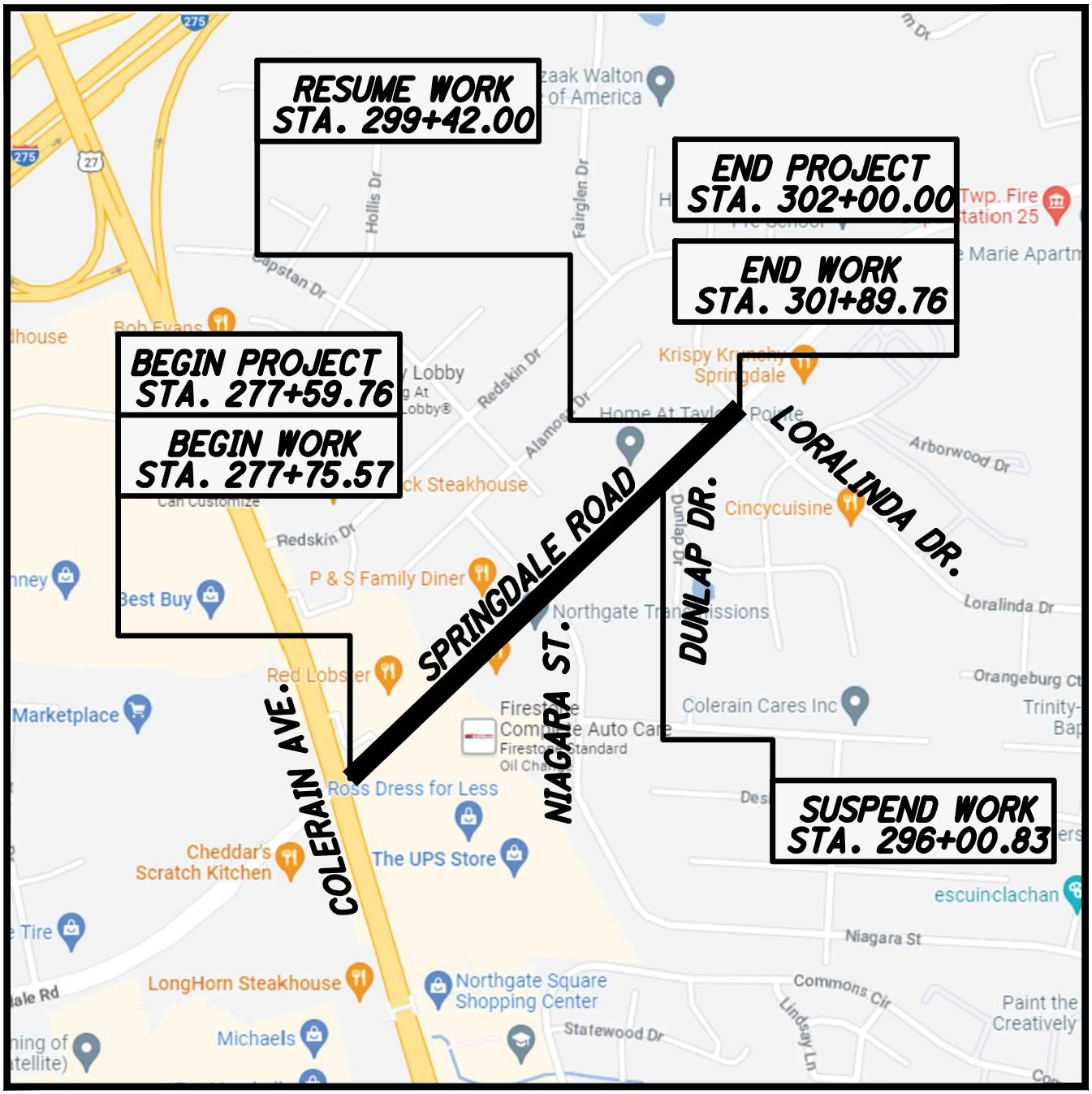
0 – Does not serve paratransit as the proposed project is over 3/4 of a mile of fixed route transit

Fixed Route Trips:

Distance to Fixed Route:

Describe the impact to the Transit Authority's transit system by completing the project.

VICINITY MAP



LOCATION MAP

LATITUDE: 39°15'3" N LONGITUDE: 84°35'37" W

ChoiceOne Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

SHEET NUMBER
1 OF 1


Capstan Dr
Hollis Dr
Fairglen Dr
Loralinda Dr
Fernhaven Ct
Springdale Rd
Springdale Rd
Redskin Dr
Capstan Dr
Alamosa Dr
Springdale Rd
Arborwood Dr
126
Redskin Dr
Dunlap Dr
Arborwood Dr
Loralinda Dr
Springdale Rd
Springdale Rd
Niagara St
Orangeburg Ct
Coleen Dr
Coleen Dr
Coleraln Ave
Condor Dr
Deshler Dr
Deshler Dr
Deshler Dr
Flat Top Dr
Stada Dr
Ainsworth Dr
27
Niagara St
Loralinda Dr
Google Earth
N
1000 ft

Criterion 9 – Multimodal Infrastructure (Weight 10%)

Detail the accommodation of multiple modes of transportation that are supported by the project.

10 - New facilities: to support additional modes of transportation (new sidewalks, multi-use path or other dedicated pedestrian, transit (bus lane or bus bay, BRT Station) or bicycle lanes).

5 - Improved facilities: to support additional modes of transportation (repair or replacement of existing dedicated bike, pedestrian or transit facilities including adding a bus shelter).

2 - Minor Improvements: New ADA ramps, pavement markings, signs or designated cross walks supporting additional modes of transportation i.e. dedicated pedestrian, transit or bicycle facilities.

Notes: All multimodal infrastructure improvements must be in accordance with the AASHTO, OMUTCD, local jurisdiction requirements and SORTA bus stop design guidance where applicable.

These improvements will meet the design requirements of ODOT, AASHTO, ADA, and Hamilton county.

Criterion 10 – Ability to Proceed (Weight 7%)

Does the district have ownership of all necessary right-of-way and completed all design and engineering of the project to move forward with construction?

10 - Applicant has control of all rights-of-way, design and engineering is complete

8 - Applicant has control of all right-of-way, design and engineering in process

6 - Applicant has control of some right-of-way, design and engineering is complete

4 - Applicant has control of some right-of-way, design and engineering in process

2 - Applicant does not have control of right-of-way, design and engineering in process

0 - Applicant does not have control of right-of-way, design and engineering has not started yet

Notes: Applicant must have all right of way secured prior to awarding project. SORTA TIF funds cannot be utilized for right of way acquisition or design and engineering expenses. Applicant shall make quarterly progress reports to SORTA on the status of the project prior to, and following award, of the construction contract.

There is one permanent right-of-way take as part of this improvement. There are several temporary easements that will be required for grading and seeding outside of the existing right-of-way. Final R/W plans have been approved by both ODOT and Hamilton County. An ODOT prequalified consultant will be performing the acquisitions and they are expected to be complete by 12/20/24. The project schedule has been provided on the next page.

Will construction be underway within one (1) year from date of funding award unless otherwise approved? Projects with schedules that lend themselves to a future program year may be required to be submitted at a later date.

Yes or No: YES

Project Information

PID	117209	**Project Name**	HAM CR 96 5.25 Springdale Road
District	8	**Locale**	Hamilton
Project / Letting Type	Let / ODOT Let	**Status**	Active

Milestones

Milestone	Date	Completed	SFY(Qtr)	Construction Duration / Reservoir Year	Previous Lockdown	Current Lockdown	Next Lockdown	Contract Estimate	Shared PID(s)
LPA Scope of Services Document	10/18/2022	Yes	2023(2)					$525,230.00	
Initial Project Scope Complete	10/18/2022	Yes	2023(2)					$525,230.00	
Authorized Design Consultant	12/14/2022	Yes	2023(2)					$525,230.00	
Stage 1 Plans - Submitted	06/02/2023	Yes	2023(1)					$525,230.00	
Preliminary R/W Review Submission - Submitted	07/26/2023	Yes	2024(1)					$525,230.00	
Stage 1 Plans - Complete	07/31/2023	Yes	2024(1)					$525,230.00	
Preliminary R/W Review Submission - Approved	08/21/2023	Yes	2024(1)					$525,230.00	
NEPA Start Date	09/11/2023	Yes	2024(1)					$525,230.00	
Stage 2 Plans - Submitted	10/06/2023	Yes	2024(2)					$525,230.00	
Compliance R/W Review Submission- Submitted	10/06/2023	Yes	2024(2)					$525,230.00	
Stage 2 Plans - Complete	12/20/2023	Yes	2024(2)					$1,013,788.88	
Compliance R/W Review Submission - Approved	12/20/2023	Yes	2024(2)					$1,013,788.88	
Final R/W Plan Submission - Approved	01/25/2024	Yes	2024(3)					$1,013,788.88	
R/W Authorized	02/05/2024	Yes	2024(3)					$1,013,788.88	
Stage 3 Plans - Submitted	04/16/2024	Yes	2024(4)					$1,013,788.88	
Stage 3 Plans - Complete	05/27/2024	No	2024(4)						
Environmental Document Approved	06/21/2024	No	2024(1)						
Final Tracings - Submitted	11/15/2024	No	2025(2)						
Final Tracings - Complete	12/16/2024	No	2025(2)						
R/W Acquisition Complete	12/20/2024	No	2025(2)						
Utility Note Complete	12/25/2024	No	2025(2)						
District R/W Certification	12/31/2024	No	2025(2)						
Plan Package Received in C.O.	01/17/2025	No	2025(3)				01/17/2025		
Sale	04/24/2025	No	2025(4)				04/24/2025		
Award	05/05/2025	No	2025(4)	Reservoir Year:			05/05/2025		
Begin Construction	07/01/2025	No	2026(1)						
End Construction	11/14/2025	No	2026(2)	Estimated: 100					

Criterion 11 – Sustainability (Weight 5%)

It is important for Applicants to consider sustainability in their projects. The inclusion of sustainability in a project from the earliest stage of its lifecycle produces the largest benefits. Considering sustainability measures in infrastructure design and construction include, among others: reduced gas and diesel emissions and air pollutants; reduced water usage; increased use of recycled material; and promotion of innovative solutions.

In this Criterion the points awarded will be the sum of the points awarded from the table below

Category	Potential Points	
A. Energy Efficiency Energy Consumption	1	
B. Recycled Materials	1	
C. Air Quality Factors a. Traffic Signal Improvements • Traffic Signal Synchronization • Transit Signal Priority • Transit Queue Jump Phase (including lane) b. Reduce Paved Area and add Landscaping Trees c. Accommodations for Electric Vehicle/Bus Charging d. Permeable Pavement	 2 1 1 1 2 1	

A. Energy Efficiency

Project includes removal or replacement existing traffic signals, pedestrian or roadway lighting or other electrically power devices with solid state LED lighting

	Points
Yes	1
No	0

B. Recycled Materials

Recycled Materials: New pavement, structures or ancillary materials incorporate recycled materials.

Recycled Materials	Points
No	0
Yes	2

C. Air Quality Factors

a. Traffic Signal Improvements

Does the project include smart signal solutions?

Type of Traffic Signal Improvements	Points
Traffic Signal Synchronization or Adaptive Control	2
Transit Signal Priority	2
Transit Queue Jump Phase	2

b. Trees or Open Space

Reducing impervious area/or providing additional trees as part of any eligible project will have a positive environmental impact. The cost of trees should not exceed 2% of the total project cost.

Does the roadway reduce impervious area and/or include additional plantings	Points
No	0
Yes	1

c. Accommodations for Electric Vehicle/Bus Charging

Does the proposed project include accommodations for electric vehicle/bus charging? The accommodation may be either by providing charging stations or conduits for future hook ups.

Does the roadway project include accommodations for Electric Vehicle Charging?	Points
Includes Charging Stations	2
Includes conduits for future use	1
Does not accommodate Electric Vehicle Charging	0

d. Permeable Pavement

Using permeable pavement is a low-impact development technique that can be used as part of a roadway stormwater and management plan.

For the purposes of this criterion, the key terms are defined as follows:

- **"Permeable," "porous"** or **"pervious" are** used interchangeably to describe a pavement structural system that has more voids than a conventional paved surface such as concrete or asphalt. As a result, both infiltration and evaporation are allowed as water passes through the pavement section.
- **"Permeable pavements"** include, but are not limited to, porous asphalt pavement, pervious concrete pavement, or permeable block pavers.
- **"Secondary pavement areas"** includes all pavements that are not intended for high-speed traffic or heavy trucks. Appropriate uses would include alleys, access roadways, sidewalks, bike lanes and multi-use paths.

One of the following scores may apply:

1 - Use permeable pavement for more than 25% of areas on the project.
0 - Use permeable pavement for less than 25% of areas

Notes: Please provide details on all proposed sustainability components.

Criterion 12 – Past Performance (Weight 10%)

An applicant's frequency and amount of awarded TIF money, as well as past performance of delivering TIF-funded projects is an important differentiator to determine eligibility for future TIF-funded projects. Applicants that have never applied or received no TIF funding in the past three (3) application cycles will receive the maximum number of points for this criterion. Those applicants that have received less than $500,000 in the past three (3) application cycles are also eligible for additional points. Meeting project delivery requirements will be acknowledged and will receive additional points.

In the event an applicant has failed to deliver a previous, on schedule and/or has not met SORTA's reporting requirements, may receive negative points in this criterion. In case an applicant has received funding for more than one project in the past, the average of their scores will be used.

10 - Never applied for SORTA TIF funding, or haven't received funding in past 3 cycles

7 - Received less than $500,000 in past 3 cycles and previous projects have received Satisfactory progress reports.

5 - Previous project(s) met the City/Twp/Co. commitments and started within 1 year with good construction progress and timely status reports.

(-5) - Previous project delivered but with documented issues, including but not limited to late construction start (without communications or waiver), delayed completion, or lacking adequate progress reports and invoices.

(-20) - Failed to deliver previous awarded project(s)

*****Support Staff will score this category based on community submittal history and performance.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-25

RESOLUTION AUTHORIZING COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE TRANSIT INFRASTRUCTURE FUND PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to Springdale Road through the installation of sidewalk infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

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

1. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to apply to the Transit Authority for the funds as described above.

2. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the 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.

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

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

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

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

ADOPTED this _____ day of April, 2025.

BOARD OF TRUSTEES:

_____
Cathy Ulrich

_____
Dan Unger

_____
Matt Wahlert

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 April, 2025.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Poole Road Sidewalks

Recommend ADOPTION of the Motion.

Rationale:

The Southwest Ohio Regional Transit Authority (SORTA) is now funded by a 0.8 percent county sales tax for the next twenty-five years. Twenty-five percent of the sales tax levy (0.2 percent) has been allocated toward infrastructure improvements within Metro's service area.

Colerain Township is preparing a grant application to improve sidewalk infrastructure along Poole Road from Colerain Avenue to Cheviot Road and will leverage existing Transportation Alternative grant dollars ($265,894.00) as the local match. Grant funding request for this application is $241,518.00 for the project which is 47.6% of the total cost ($507,412.00).

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

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

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WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to Poole Road through the installation of sidewalk infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

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

1. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to apply to the Transit Authority for the funds as described above.

2. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the 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.

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

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

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

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

ADOPTED this _____ day of April, 2025.

BOARD OF TRUSTEES:

_____
Cathy Ulrich

_____
Dan Unger

_____
Matt Wahlert

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 April, 2025.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Resolution to Prepare and Submit an Application for a Transit Infrastructure Fund Grant and to Execute Contracts as Required - Amarillo Court

Recommend ADOPTION of the Resolution.

Rationale:

The Southwest Ohio Regional Transit Authority (SORTA) is now funded by a 0.8 percent county sales tax for the next twenty-five years. Twenty-five percent of the sales tax levy (0.2 percent) has been allocated toward infrastructure improvements within Metro's service area.

Colerain Township is preparing a grant application to improve stormwater and road surfacing infrastructure along Amarillo Court and will leverage existing County Stormwater grant dollars ($219,819.00) as the local match. Grant funding request for this application is $366,000.00 for the project which is 50% of the total cost ($732,789.00).

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-25

RESOLUTION AUTHORIZING COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE TRANSIT INFRASTRUCTURE FUND PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to Amarillo Court through the improvements of road surface and storm water infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

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

1. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to apply to the Transit Authority for the funds as described above.

2. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the 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.

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

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

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

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

ADOPTED this _____ day of April, 2025.

BOARD OF TRUSTEES:

_____
Cathy Ulrich

_____
Dan Unger

_____
Matt Wahlert

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 April, 2025.

_____
Jeff Baker

Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Resolution Adopting Transitional Work Program Policy and Leaves of Absence Policy Update

Recommend ADOPTION of the Resolution.

Rationale:

The Transitional Work Program is a progressive and individualized work-site program that provides an individualized interim step in the recovery of an injured employee with job restrictions resulting from the allowed conditions in the claim. A transitional work program assists the injured employee in progressively performing the duties of a targeted job. This policy outlines who qualifies for the program and how it will be activated. Subsequently, Policy 1.9 – Leaves of Absence Policy, would require an update that references this policy as well.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of _____, 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 TRANSITIONAL WORK PROGRAM POLICY

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

WHEREAS, Administration and all departments intend on following the direction set by the Trustees; and;

WHEREAS, the policy will govern a transitional work program for the Township.

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

1. The attached Transitional Work Program Policy and updated Leaves of Absence Policy 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 this Resolution shall be effective at the earliest date allowed by law; and

4. 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.

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 _____, 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 _____, 2025.

_____
Jeff Baker
Colerain Township Fiscal Officer

COLERAIN
TOWNSHIP ~ OHIO

1.9 COLERAIN TOWNSHIP
LEAVES OF ABSENCE POLICY

PURPOSE

The Township recognizes that, in addition to paid leave, there are various reasons that may arise that will require an employee to be absent from work. These various types of leaves are outlined below.

GENERAL LEAVE OF ABSENCE

Upon written request, the Township Trustees or their designated agent, the Township Administrator, may grant leave without pay for a period not to exceed 90 days for an employee who has not accumulated enough leave time for a pre-scheduled or unexpected absence (for example, pre-registered training related to public service, pre-planned vacation, an unexpected family emergency, unplanned medical procedure, etc.) that was scheduled prior to their employment with the Township, or for urgent personal reasons.

1. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90-days. This extension is also without pay. Failure to return from a leave of absence at the specified date will be considered a resignation.

On any approved leave of absence in excess of one month (other than FMLA leaves), the employee shall pay the total premium cost for their medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

OCCUPATIONAL INJURY LEAVE

If an employee suffers a compensable injury or illness in the course of and arising out of employment with the Township and is unable to work, the Township may in its sole discretion grant the employee an occupational injury leave and pay the employee their full weekly rate of pay from the Township for up to the first six (6) months following the date of injury.

1. Such payments will only be made if the employee is eligible for, and will replace, temporary total disability payments from the Bureau of Workers' Compensation.

2. The Township may require eligible ~~the~~ employees to participate in the Transitional Work Program (Policy 1.35 – Transitional Work Program Policy) to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the guidance of the Transitional Work Program Policy~~Township in its sole discretion~~, and the Township's decision shall not be subject to the grievance procedure.

3. In determining an employee's eligibility for occupational injury leave or ability to perform or return to work, the Township, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the Township.

4. Occupational injury leave for certified members of the police or fire departments is governed by the respective Standard Operating Procedures (SOPs) for those departments.

WORKERS COMPENSATION

All Township employees are protected at Township expense under the Ohio Worker's Compensation Program. From this fund, medical expenses are covered for workers who suffer injury or certain kinds of illness in the course of their employment. In addition, if workers are temporarily unable to work as a result of such injury or illness, weekly disability payments are made to them from this fund after they complete an initial waiting period of one week, as provided in ORC 4123.55.

Bureau of Workers Compensation (BWC) claims involving an employee's time spent away from work due to injury will not affect personal leave balances as it relates to Vacation, Sick, Personal, or Compensatory Time.

There are very rare instances where a claim through the BWC would be denied. In this instance, the Township will work with the employee and the Township's Managed Care Organization (MCO) to appeal the BWC's decision. If the Township has exhausted all means necessary to reverse the BWC's decision about the claim and are unsuccessful, the onus will then be on the employee to cover all medical expenses for the denied claim.

COURT LEAVE

1. All full-time employees who are called for jury duty or subpoenaed as a witness on behalf of the Township shall suffer no loss of straight time earnings for time necessarily spent in such duties.

2. When employees are released from jury duty or other court appearances prior to the end of their workday, they shall report to work to fulfill their remaining work hours for that day.

3. Employees shall not receive court leave pay for court appearances related to a personal matter, either as a plaintiff or a defendant, or in a lawsuit that does not involve official Township business. These absences shall be leave without pay, unless the employee's Department Director approves the use of earned, unused vacation pay or personal time.

4. An employee who expects to be called for jury or witness duty must notify their Department Director as promptly as possible. The Township expects each employee to perform their civic duty; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

MILITARY LEAVE & LONG-TERM MILITARY DEPLOYMENT AND REINTEGRATION

All employees are entitled to military leave in accordance with the United Services Employment and Redeployment Act of 1994 (USERRA) and ORC 5923.05. Long term military leave (any military leave in excess of 180 days) and short-term military leave will be covered by this policy.

Permanent public employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for period of up to one month, for each federal fiscal year in which they are performing service in uniformed services as well as establishing the guidelines for Colerain Township personnel with military activations, exceeding 180 days.

Employees on Military Leave & Long-Term Military Deployment will be offered an opportunity to maintain health care coverage and related benefits through the Township while on leave. However, consistent with the Township's insurance policy, the employee will be required to pay their portion of the monthly benefit premium in order to retain insurance for any pay period that they do not receive compensation from the Township.

Colerain Township and each of its departments shall support employees and family members of employees who are members of the Armed Forces Reserves or National Guard by assisting in their pre-deployment, deployment, or post-deployment and reintegration.

1. Short Term Training (ORC 5923.05)
    a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
    b. Paid leave is held to mean calendar days not working days.
    c. Employee accrual bank is not affected during this time period.

2. Long Term Deployment (ORC 5923.05)
    a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
    b. Paid leave is held to mean calendar days not working days.
    c. Employee accrual bank is not affected during this time period.
    d. After a period of one month has passed employee will receive the *lesser of the two* on a monthly basis until their return:
    e. The difference between gross monthly wage and gross uniformed monthly pay or five-hundred dollars.

3. Pre-Deployment
    a. Supervisors from the appropriate Township department shall be responsible for ensuring employees under their supervision are in full compliance with this directive.
    b. The employee will provide their immediate supervisor with notice (written or verbal) that they will be engaging in military service. Notice shall be provided as soon as the employee receives information of the upcoming military service.

i. Department supervisors will notify the department Chief or Director, via the agency's chain of command, of the upcoming military service obligation.

c. Each department will identify a designee that will engage the service member and their family, as the Department's point of contact (liaison).
    i. The liaison will act as the department's point of contact during the pre-deployment, deployment, and post-deployment phases.
        1. The liaison will coordinate all benefit and leave rights with the department and Colerain Township Administration.
    ii. The employee must provide current telephone number(s) and email addresses to facilitate communication during the deployment.
d. The employee will be offered optional storage of all department-owned equipment.
    i. Storage of Township issued firearms will be stored in the Department's armory during the employee's deployment. This is not optional.

4. Out Processing
    a. The individual agency Department Head or their designee will conduct an exit interview with the activated employee before deployment.
        i. The exit interview is intended to be an opportunity for the employee to provide information to the department leadership staff that will assist the employee, or their family, while the employee is deployed.
    b. The employee may elect to have all departmental emails forwarded to their military email account.
    c. The department will ensure that the service member employee's quarterly and annual evaluations are completed and submitted.

5. Post-Deployment/In-Processing and Reintegration
    a. The liaison shall meet with the service member employee upon returning from deployment.
        i. The meeting will provide for the employee to discuss any concerns they may have in regard to their employment (i.e. pay, benefits, assignment).
    b. The department will assist the employee with the scheduling of a meeting with an Employee Assistance Program (EAP) representative.
        i. EAP meeting may be scheduled during employee work hours, if necessary.
    c. The department training supervisor will ensure that all employees returning from deployment exceeding 180 days are provided with any training deemed necessary for reintegration.

DISABILITY LEAVE OF ABSENCE

A leave of absence for illness or injury, including an on-the-job injury, may be granted if the employee provides satisfactory evidence of an inability to work. Female employees will be granted leaves of absence for disability due to pregnancy on the same basis as leave for other disabilities.

Any employee absent due to illness or injury for more than three (3) consecutive workdays must provide a physician's statement verifying the reason for absence. When possible, the employee should establish a firm date as to when return to work is expected. If this changes, the Township must be informed immediately. When such date cannot be established, the employee must call the Township weekly with a progress report. The Township may require a medical examination by a physician chosen by the Township as a condition of granting or continuing the leave or reinstatement.

This disability leave is separate from and will be used simultaneously with any leave taken under the Family and Medical Leave Act (see below).

On any approved leave of absence in excess of one month (other than FMLA leaves) for employees with no paid leave available, the employee shall pay the total premium cost for their medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

1. Basic Leave Entitlement
    a. Under the Family and Medical Leave Act ("FMLA"), an employee who has been employed by the Township for at least one year and worked at least 1,250 hours in the previous 12-months, may take up to 12-weeks of unpaid leave during a rolling 12-month period, for any of the following reasons:
        i. For incapacity due to pregnancy, prenatal medical care or child birth;
        ii. To care for the employee's child after birth, or placement for adoption or foster care;
        iii. To care for employee's spouse, son or daughter, or parent, who has a serious health condition; or
        iv. For a serious health condition that makes the employee unable to perform the employee's job.
    b. A "rolling 12-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

2. Military Family Leave Entitlement
    a. Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active-duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying emergencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
    b. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26-weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five (5) years of service, who has a serious injury or illness incurred in the line of duty on

active duty.

3. Notice and Application
    a. An employee must provide at least 30-days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment.
    b. If a 30-day notice is not feasible, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection.
    c. An employee shall complete a leave of absence application form, available from his or her supervisor, when requesting leave, or as soon after that as is feasible. The employee must list the reasons for the requested leave, the expected start of the leave, and the expected length of the leave.
    d. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves.) The employee must also state if the requested leave is for a reason for which FMLA leave was previously taken or certified.
    e. The Township will designate the leave as FMLA or not and will notify the employee. If the employee disagrees, they should inform the Township immediately.
        i. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities. In this instance, due to the leave being used as a result of a medical condition, an employee must first utilize their sick leave bank before any other leave can be used.
        ii. If the employee is not eligible, the Township will provide the reason.

4. Medical Certification
    a. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave (this form is provided by the Township).
        i. Please note, if any employee is unable to secure proper medical certification, then the employees request for FMLA may be denied. If the request for FMLA is denied, then the sick leave used by the employee may be converted to another available type of leave or be considered uncompensated leave.
    b. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that.

c. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six (6) months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

5. Definition of Serious Health Condition
    a. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
    b. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

6. Use of Leave
    a. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.
    b. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying emergencies may also be taken on an intermittent basis.

7. Pay and Benefits
    a. All family and medical leaves are without pay, except to the extent paid leave is available. FMLA leaves are without benefits, except that group health and hospitalization insurance will be continued during FMLA leave with the same terms, conditions and employee contributions applicable to employees who are actively at work.
    b. The Township will require an employee to use any paid time off that is available for the employee’s family or medical leave, starting with their sick leave balance per Policy 1.8 – Paid Time Off as it relates to using sick time for illnesses/medical reasons, if the leave would otherwise be unpaid, and the paid leave counts against the 12-week entitlement.

8. Return from Family or Medical Leave
    a. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one (1) week in advance whenever practicable.
    b. An employee on medical leave due to the employee's own serious health condition must, as a condition to return to work, submit a medical certificate releasing the employee to return to their job.

c. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefit or other employment terms.

9. Limitations and Enforcement
    a. All leaves which may be available or taken under the Family and Medical Leave Act are subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.
    b. An employee who believes their FMLA rights have been violated may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.
    c. FMLA makes it unlawful for any employer to:
        i. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
        ii. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

10. Other leaves of absence due to employee's disability or other reasons
    a. An employee who is unable to work but is not eligible for FMLA leave or has used all available FMLA leave, or who wishes leave for other reasons, must apply under the Township's general or disability leave of absence policies.

1.35 COLERAIN TOWNSHIP
TRANSITIONAL WORK PROGRAM POLICY

PURPOSE

This policy defines Colerain Township's Transitional Work Program (TWP) for employees who are injured on the job.

It is the policy of Colerain Township to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

The aim of this program is to provide employment after the onset of a work-related injury, accident, or illness; allowing for reasonable accommodations and/or alternative positions within Colerain Township based upon any restrictions established by the treating physician. Non-**work-related** accidents, injuries or illnesses will be handled on a **case-by-case** basis. Transitional work is a temporary accommodation.

The goal of this program is to return all employees, if possible, to their original employment positions within the timeframe of the program. If the injured employee is not able to return to his/her original position, an alternative assignment may be pursued.

DEFINITIONS

1. Transitional Work Program (TWP): Temporary work assignment within the injured employee's **c**urrent restrictions per the treating physician's instructions with the goal of returning the employee to full time employment.

2. Temporary Period of Work Restriction: A work restriction that is anticipated to last no longer 90 calendar days.

3. Physician of Record (POR): The physician who is treating the injured employee.

4. Managed Care Organization (MCO): Sedgwick is Colerain Township's MCO that is responsible for the medical management of a workers' compensation claim. As part of this medical management process, Sedgwick is responsible for securing return to work restrictions, full duty release to return to work, and ensuring that the injured employee is not having trouble with his/her return to work. Additionally, Sedgwick is responsible for the authorization of any medical treatment and payment of the subsequent bills, in workers' compensation claims.

5. Initial Treating Provider (ITP): Colerain Township's designated medical provider who initially treats the injured employee.

6. Transitional Work Committee (TWC): Monitors the transitional work participants to identify modified duty work tasks, to ensure that the policy is adjusted as Colerain Township's needs change, to

assist with program evaluation, and to educate Colerain Township about the program. The TWC will meet annually to review the TWP. The members of the Committee are identified in Attachment A.

7. Transitional Work Team (TWT): Monitors the progress of the injured employee who participates in the program with the goal of decreasing the restrictions and increasing work tasks to full duty. The TWT may be made up of the following individuals:

- Injured employee
- Return to Work (RTW) Coordinator
- Immediate Supervisor
- Physician of Record (POR)
- Managed Care Organization (MCO) or Insurance Company
- Field Case Manager
- On-Site Therapist
- Third Party Administrator (TPA)
- Bureau of Workers' Compensation (BWC)

8. Third Party Administrator (TPA): Employer representative that ensures the best interests of the employer are met. This may include representation at workers' compensation hearings, advice on cost savings, and rate verification.

9. Bureau of Worker's Compensation (BWC): Administers Ohio's insurance system for employees who are injured on the job or who contract a disease through their occupation. their original job with permanent modifications or another targeted job by the end of the transitional

ELIGIBILITY AND ENTRY GUIDELINES

The TWP is available to any employee who sustains a non-work-related or work-related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured employee must return to his/her regular full duty assignment, his/her original job with permanent modifications or another targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all the following criteria:

1. The employee must have had an injury, accident, illness or a reoccurrence/exacerbation of a pre-existing condition;
2. Has been released by the physician of record to participate in a TWP; and,
3. Has the potential of returning to his/her original job, original job with permanent modifications, or another targeted job that may be identified and performing the essential job functions after recovery.

If the injured employee does not meet the above criteria but has been released to return to work by the POR, the employee may be able to return to work in a modified light duty capacity. Once the injured employee has had significant restrictions lifted or is expected to progress to a full duty capacity within the timeframe of the TWP, the injured employee will begin participating in the Transitional Work Program.

RESPONSIBILITIES

The Transitional Work Team is key to ensuring that the injured employee returns to full duty by monitoring and progressing each employee that participates. Communication will be done on an as needed basis.

1. Injured Employee: Responsible for maintaining regular, consistent attendance during the program. The employee must perform only those work tasks identified by the supervisor, therapist or the POR as part of the TWP, while observing safe work practices. The employee must provide the immediate supervisor and/or RTW Coordinator with the First Report of Injury (FROI), MEDCO-14 form (Attachment B) to participate in the TWP, and any restrictions the same day or one day after seeing an Initial Treating Provider (ITP). The employee will complete all TWP agreement forms that will be provided by the RTW Coordinator. The forms include the following.

- Transitional Work Program (TWP) Participation Agreement (Attachment C)
- TWP Employee's Rights and Responsibilities (Attachment D)

2. Return to Work Coordinator (RTW COORDINATOR) Facilitates all case management activity. The RTW Coordinator will be responsible for providing the injured employee with an injury packet and Job Analysis/Description (if applicable) to be taken to the physician and returned. They are responsible for reviewing all forms to ensure that they are fully and accurately completed by the appropriate individual(s). The RTW Coordinator will confirm the MCO has received the First Report of Injury (FROI) and will follow up with the ITP after injury if the necessary paperwork has not been returned. The RTW Coordinator will inform the MCO and on-site therapist (if applicable) when a physician is not complying with the request for return-to-work. The RTW Coordinator will be responsible for sending the Letter to Physician Regarding TWP (Attachment H) to the POR and sending a copy to Sedgwick and the TPA prior to the injured employee returning to work. They will be responsible for issuing the Offer of Transitional Work Letter (Attachment I) to the injured employee (by regular and certified mail when necessary) and contacting the Third-Party Administrator (TPA) to initiate filing the appropriate form when non-compliance is an issue. The RTW Coordinator will advise all new hires to the program. They will make the necessary referral to the MCO for on-site therapist when an injured employee has returned to work with restrictions or orders for therapy. The RTW Coordinator will also inform the employee involved of the benefit options and procedure. They will initiate and maintain contact with the injured employee, third party administrator, BWC, MCO and any medical personnel involved. The RTW Coordinator will be the main employer contact for the rehabilitation professional and will be responsible for maintaining a thorough knowledge of worker's compensation reporting procedures.

3. Immediate Supervisor: Facilitates immediate medical treatment when necessary. The supervisor will report the incident, investigate the cause and initiate corrective workplace measures. They will validate the job analysis and assist the RTW Coordinator with placement of the injured employee and establish Modified Work Tasks with the RTW Coordinator and on-site therapist (if applicable). They will be responsible for reinforcing that the employee is utilizing safe work practices and is performing only those tasks allowed in the TWP. If the employee is off work for a period of time, the immediate supervisor will provide the employee with support and encouragement. They will monitor the employees' progress and coordinate the return-to-work date with the RTW Coordinator.

4. Physician of Record (POR) & Initial Treating Provider (ITP): Responsible for providing restrictions for work and indicating whether the employee will be able to return to full duty within the policy's limit.

The medical provider will provide work restrictions to the employer no later than 24 hours after the initial visit.

5. Managed Care Organization (MCO): Responsible for the medical management of workers' compensation claims. Will assist in obtaining the restrictions and prescriptions, as needed. The MCO will monitor the claims to ensure that the injured employee is receiving appropriate medical care. The MCO may provide assistance and strategies for handling difficult claims. They will assist in providing history of past claims and accidents to spot trends. The MCO representative may recommend physicians, rehabilitation consultants, and other outside support.

6. Field Case Management Services: Assist with case management services for Remain At Work ("medical only" claims who are having difficulties remaining at work) or employees in need of a Transitional Work Plan. The case manager may, if requested by the employer, receive approval and restrictions from the POR and write a return-to-work program which incorporates all of the elements necessary to implement and ensure success of the TWP. If a field case manager is requested, he/she will also coordinate communication between parties involved in the TWP.

7. On-Site Therapist: The on-site therapist will perform any therapeutic exercises and/or modalities, progress work tasks as appropriate, in addition to education in job modification, body mechanics, and pacing techniques. Functional capacity evaluation and job analyses will be performed as needed. The on-site therapist will provide written communication on a weekly basis with all parties involved in the TWP and verbally with the employer on each visit.

8. Third Party Administrator (TPA): Ensures that the employer is taking appropriate measures to protect themselves from future workers' compensation liability. The TPA will advise the employer of the financial risk should the injured employee not return to work. Recommendations may be made by the TPA to assist the employer in reducing the risk of workers' compensation reserves that can be set on lost time claims. The TPA will make sure that the employer has completed all the necessary paperwork and available to the TPA in the event a hearing is scheduled.

9. Bureau of Workers' Compensation (BWC): Responsible for making the initial determinations on the compensability of claims, to process claims, and to refer claims to the Industrial Commission for hearing. BWC recommends premium rates, collects and invests premiums, disperses money to pay compensation, medical and other benefits to the injured employees, maintains accounts, and conducts audits. BWC oversees the Division of Safety and Hygiene, whose primary duty is to educate employers in creating a safe work environment.

PROCEDURES

1. The injured employee will be advised that Colerain Township has established a Transitional Work Program. The POR, if not aware, should be provided with the job analysis. The employee will be made aware that the work assignments are made with feedback from their physician (i.e. employee restrictions). The employee will complete the Participation Agreement (Attachment C) that identifies the restrictions and is provided with the employee's Rights and Responsibilities form (Attachment D). This agreement is signed by the employee, supervisor, and the RTW Coordinator. The supervisor and RTW Coordinator will maintain contact with the injured employee, co-workers, and support services (if applicable) to ensure good communication and positive reinforcement. An emphasis should be made

regarding the temporary aspect as well as the dynamic nature of the position and review the employee's progress at regular intervals.

2. The immediate supervisor, working with the employee, the RTW Coordinator, and on-site therapist (if applicable) will identify assignments that may be accomplished while the injured employee has restrictions. In constructing a TW assignment, the following will be considered:

a. The focus is on the employee's current skills rather than the task he/she cannot perform.
b. The value of the alternative work to the total work unit and to other employees will be considered, providing transitional work will be a meaningful assignment.
c. Task selection should include tasks not being done by others at the present time, jobs that are only done occasionally, tasks not being performed that, if assigned to someone on transitional work duty, would allow co-workers time to accomplish additional work assignments.
d. Whenever possible, the injured employee should perform components of the original job or some other targeted job within his/her current physical abilities and restrictions as listed by the physician of record.

3. All injured employees in the TWP will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury reporting policies and procedures.

4. Procedures to follow when returning an injured employee back to work through the TWP.

a. If the injured employee, POR and/or ITP do not return the MEDCO-14 (Attachment B), or Prescription for TWP (Attachment I), the RTW Coordinator contacts the POR. If the POR does not respond, the RTW Coordinator contacts the MCO for assistance.

b. If the injured employee has been given restrictions, the immediate supervisor and the RTW Coordinator identify work accommodations and initiate the TWP. The Modified Work Tasks form (Attachment E) may be utilized to identify accommodations.

c. If the POR and/or ITP have released the injured employee to return to work utilizing an onsite occupational/physical therapist, a C-9 will be forwarded to the MCO. The immediate supervisor, RTW Coordinator and the onsite therapist will identify work accommodations and initiate the TWP. The Modified Work Tasks (Attachment E) may be utilized to identify accommodations.

d. If the injured employee has been given a prescription for physical/occupational therapy, the RTW Coordinator contacts the MCO for an on-site therapy referral.

e. If the POR has not released the injured employee to return to work, the RTW Coordinator and/or MCO will send a letter to the POR (Attachment H) identifying specific job tasks to be performed. A copy will be sent to the MCO and the TPA.

f. If the POR has not released the injured employee to return to work in the Transitional Work Program or the injured employee is not expected to return to work in a full-duty capacity within the timeframe for the TWP, the RTW Coordinator and/or MCO will contact the POR to determine if the injured employee is able to return to work in a modified light duty capacity. Once the injured employee has had significant restrictions lifted or is expected

to progress to a full duty capacity within the timeframe of the TWP, the injured employee will begin participating in the Transitional Work Program.

g. If the injured employee does not return to work despite being released by the POR, the RTW Coordinator will send the Offer of Transitional Work Letter to the injured employee (Attachment G) and the TWB-2 BWC TW Offer Letter (Attachment J) by regular and certified mail. A copy will be sent to the MCO and the TPA. If the injured employee does not return to work after receiving the Offer of Transitional Work Letter and the TWB-2 letter, the RTW Coordinator will follow up with the injured employee to determine their reasons.

h. If the employee loses more than 7 consecutive days, the MCO will continue case management services to assist in the return to work. The case manager will contact the medical provider again and request the appropriate return to work documents. Once the documents are received, the employer will send the employee a certified letter advising him/her of the return-to-work date with a copy of the restrictions enclosed and the TWP will begin. If the physician does not feel that the employee is able to return to full duty work within the time frame established (per DODM guidelines, if applicable) for the particular injury, the MCO will refer the injured employee to vocational services, if the case qualifies according to BWC standards.

i. If the employee misses seven (7) or fewer days of work and the claim is considered medical only by the BWC, the claim can be considered for a Remain at Work (RAW) referral. A RAW referral may be made by the MCO or the POR and must meet the criteria established by the BWC. A field case manager will be assigned to the claim, and they will assist the employee in maintaining a working status.

j. Once the POR has released the employee to full duty or the TWP has been closed for another reason (lack of progress, medical instability, non-compliance, etc.), the RTW Coordinator completes the Transitional Work Completion/Closure form (Attachment F1).

5. The employee may be paid at their normal rate of pay for the hours worked while participating in the TWP. Compensation will be reviewed on a case-by-case basis. The employee will be considered in an active pay status for the purpose of contractual pay increases. The employer may be eligible for an incentive program (compensating an employer for a loss in productivity and hours worked) through the BWC.

6. The TWB-2, TW Offer letter (Attachment J) will also be given to the injured employee to document acceptance or refusal to participate in the TWP. If an employee refuses to participate in the TWP, the RTW Coordinator and/or TW Committee will follow up with the employee to determine their reasons for not participating. After determining the reasons, the employee is given the option of going through the dispute resolution process. Depending upon the outcome of the dispute resolution process, the BWC Claim Service Specialist and/or TPA may be notified of the employee's refusal to participate and a copy of the TWB-2 TW Offer letter will be forwarded to the MCO, BWC and TPA if appropriate.

7. At the completion of the TWP, the employee will be given a copy of the TWP Completion/Closure (Attachment F1) and the Interview Form (Attachment F2) to complete. The supervisor will be given a copy of the Interview Form (Attachment F3) to complete.

LIMITATIONS

The duration of each TWP assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their case reviewed by the Transitional Work Team/Committee on an as needed basis. If an on-site physical/occupational therapist is involved, the case will be reviewed weekly.

All TWP assignments will have a maximum duration of 90-days. The program period will begin with the date of release to limited or restricted work established by the POR and will end upon the removal of the restrictions or at the end of the 90-day period, whichever occurs first.

Exit Closure Criteria: The TWP may be closed if the employee no longer meets the necessary requirements (medical instability, lack of progress, non-compliance, etc.). The TWP may also be closed if the employer is no longer able to meet accommodations.

Extensions beyond the 90-calendar day timeframe will be handled on an individual basis. Timeframe is dependent upon medical necessity and progress. Decisions regarding extension timeframes will be determined by the TW Team with the RTW Coordinator making the final decision.

CONFIDENTIALITY

All information discussed by the TW Committee/Team regarding the specific injured employee will be held confidential and not disclosed to anyone other than those with a legitimate need to know.

ADMINISTRATION

Misuse: An employee who misuses this benefit by not following specified procedures, falsifying records, or the like, is subject to discipline, up to and including discharge.

Disagreements/Dispute Resolution: Immediate disagreements/concerns arising out of this policy with regards to an injured employee's return to work program are to be discussed by the employee and the supervisor. If not resolved, the employee and the supervisor will discuss the matter with the RTW Coordinator. Dependent on the issue at hand, the RTW coordinator may involve the TW Committee, BWC, MCO or another neutral party in order to come to an appropriate resolution.

Program Evaluation: Colerain Township will use a spreadsheet to track claim costs, cost savings, and the number of transitional workdays. Colerain Township will also have each TW participant and supervisor complete the Interview Form (Attachment F2 and F3 respectively) at the completion of their program. The RTW Coordinator will be responsible for maintaining the spreadsheet and having each participant complete the form. The TW Committee will review the program annually with assistance from the TW Developer. Program improvement and modifications to the TWP, if applicable, will be made annually. This information will be shared with management, supervisors and employees annually. This information will be reviewed annually to determine TW Bonus eligibility.

Education/Training: The RTW Coordinator will be responsible for education to all new employees at orientation with regards to the TWP. An annual review will also be provided to all employees by the RTW Coordinator. The TW Developer will provide management, supervisors, and employees with the initial training. Colerain Township has been supplied with handout material to educate/train employees as well as supervisors, management and new hires.

LIST OF ATTACHMENTS

1. Attachment A — Transitional Work Committee
2. Attachment B — MEDCO-14
3. Attachment C — TWP - Participation Agreement
4. Attachment D — Employee's Rights and Responsibilities
5. Attachment E — Modified Work Tasks
6. Attachment F_1 — TWP Completion/Closure
7. Attachment F_2 — Employee Interview Form
8. Attachment F_3 — Management/Supervisor Interview Form
9. Attachment G — Offer of Transitional Work Letter
10. Attachment H — Letter to Physician Regarding TWP
11. Attachment I — Prescription for TWP
12. Attachment J — TWB-2 BWC TW Offer Form

TRANSITIONAL WORK COMMITTEE

1. Doug Rieman, RTW Coordinator-Human Resource Specialist
2. Administration:
   Tiphanie Mays – Assistant Township Administrator

   Jeff McElravy – Assistant Township Administrator

   Glenna Carter – Office Manager

   Cynthia Miller – Finance Manager
3. Public Services:
   Tawana Molter – Assistant Director of Public Services

   Dan Schulte – Supervisor/Foreman

   Roger Krebs – Supervisor/Foreman

   Geoff Payne, Jr (JT) – Maintenance Employee/Safety Coordinator
4. Fire Department:
   Allen Walls – Fire Chief

   Will Mueller – Assistant Fire Chief

   Shane Packer – Assistant Fire Chief

   Matthew Vangen – Fire Captain
5. Police Department:
   Ed Cordie – Police Chief

   John Middendorf – Police Lieutenant

   Jamie Penley – Police Lieutenant

   Dean Doerflein – Police Lieutenant
6. Teresa Woods, CareWorks - Transitional Work Developer (on an as needed basis)
7. Sedgwick representative (on an as needed basis)
8. Initial Treating Provider (on an as needed basis)
9. Third Party Administrator (on an as needed basis)

Attachment A

Bureau of Workers' Compensation

Physician's Report of Work Ability (MEDCO-14)

Instructions

- Use this form to provide detailed information about the injured worker's ability to work. Add comments to Section 4 or attach additional information as necessary. BWC uses the information to support a request for temporary total compensation.
- The treating physician must submit this form each time they see the injured worker unless they:
  - Have been awarded permanent and total disability.
  - Have returned to work without restrictions within seven days of the injury.
  - Are being treated after the treating physician has released them to their former position of employment (i.e., full duty job) held on the date of injury without restrictions.
- While you may use an equivalent physician-generated document (e.g., office notes, treatment plan) to the MEDCO-14, it must contain, at a minimum, the required data elements. If you've previously submitted equivalent data, indicate the date of the report on the form (e.g., 5/15/2021, office note).

Note: Physician assistants and nurse practitioners may complete this form; however, they may only certify temporary disability for the first six weeks after the date of injury. Subsequent periods of temporary disability require a co-signature by the treating physician.

- Fax form to the managed care organization if the employer is state-fund or to the employer if self-insured.
- **Important:** Failure to provide complete information may delay compensation payments to the injured worker.

Injured worker name		Claim number	Date of injury
Date of *last* appointment/examination	Date of *this* appointment/examination	Date of *next* appointment/examination	

1 Submission type (Select one of the options below.)

☐ Initial MEDCO-14. ***Proceed to Section 2.***
☐ Subsequent MEDCO-14, no changes ***Proceed to Section 6.***
☐ Subsequent MEDCO-14, **with changes.** Check the appropriate box "Reporting changes from the last evaluation" or "No changes" in each section.

2 Job description and work status ☐ Reporting changes from last evaluation ☐ No changes

- Have you reviewed the injured worker's job description? ☐ Yes ☐ No
  - **If yes,** who provided the job description ☐ Injured worker ☐ Employer ☐ MCO/BWC
- Does the injured worker have any physical or health restrictions **related to the allowed conditions in the claim** on the date of this exam? ☐ Yes ☐ No
  - **If yes,** are the restrictions: ☐ Permanent? ☐ Temporary?
  - **If no,** check the box to indicate the injured worker is released to return to full duty as of the date of this exam. ☐ ***Proceed to Section 6.***
- If there are restrictions, can the injured worker return to their full duty job held on the date of injury as of the date of this exam? ☐ Yes ☐ No
  - **If yes,** ***Proceed to Section 6.***
  - **If no,** provide date restrictions began ____/____/____ and estimated full duty return-to-work date ____/____/____. ***Proceed to Section 3.***

3 Disability information ☐ Reporting changes from last evaluation ☐ No changes

Complete the chart below for all **work-related allowed conditions being treated.**

Narrative description of the **work-related allowed condition**	Site/Location if applicable	ICD code	Is the condition preventing full duty release to the job injured worker held on the date of injury?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

List all other conditions that **impact treatment** of the conditions listed above (e.g., co-morbidities or not yet allowed conditions).

Injured worker name	Claim number	Date of injury

4 Abilities, clinical findings, and recovery progression ☐ Reporting changes from last evaluation ☐ No changes

- Is the Injured worker taking prescribed medication for the allowed conditions that may be a safety hazard? ☐ Yes ☐ No
- Dominant hand: ☐ Right ☐ Left
- Circle the injured worker's physical abilities for the activities in the chart below and provide comments as necessary.

Frequency scale	Strength level (lbs.)	Body side indicator
N = Never **S** = Seldom 0-1 hour **O** = Occasional 1-3 hours **F** = Frequent 3-6 hours **C** = Constant 6-8 hours	**S** = Sedentary 0-10 **L**= Light 0-20 **M** = Medium 0-50 **H** = Heavy 0-100 **VH** = Very heavy >100	**L** = Left **R** = Right **B** = Both *Indicate **limitations ONLY**

Activity	Frequency	Activity	Strength	Frequency	Activity	Side
Sit	N S O F C	Floor lift (0-17")	S L M H VH	N S O F C	Front/Lateral reach	L R B
Stand/Walk	N S O F C	Knee lift (18-29")	S L M H VH	N S O F C	Overhead reach	L R B
Climb stairs	N S O F C	Waist lift (30-36")	S L M H VH	N S O F C	Wrist flex/extension	L R B
Squat/Kneel	N S O F C	Chest lift (37-60")	S L M H VH	N S O F C	Grasp	L R B
Crawl	N S O F C	Overhead lift (>60")	S L M H VH	N S O F C	Finger manipulation	L R B
Twist	N S O F C	Push/Pull	S L M H VH	N S O F C	Keyboarding	L R B
Bend/Stoop	N S O F C	Carry	S L M H VH	N S O F C	Operate foot controls	L R B

- Injured worker can work _____hours per day and _____ hours per week.
- Are there any functional restrictions based only on the allowed psychological conditions? ☐ Yes ☐ No
  - If yes, describe any functional restrictions in comments below and reference the MEDCO-16 as needed.
- Provide your clinical and objective findings supporting your medical opinion. List barriers to return to work, reason(s) for delayed recovery, and proposed treatment plan (e.g., modalities, therapies, surgery), including estimated duration of each treatment or indicate if all or part of this information is in office notes (include date(s) of notes).

Comments:

Health and Behavioral Assessment: (HBA evaluates cognitive, emotional, social, and behavioral barriers that might impact physical health problems and treatments which are associated with the allowed physical injury in the claim.)

- Is the injured worker's recovery not progressing, or progressing slower than expected? ☐ Yes ☐ No
- Do cognitive, emotional, social, or behavioral barriers exist that may be interfering with expected healing? ☐ Yes ☐ No

Vocational rehabilitation is a voluntary program for an eligible injured worker who needs assistance to remain at work or return to work. Is the injured worker currently able to participate in a vocational rehabilitation program? ☐ Yes ☐ No

5 Maximum medical improvement (MMI) status ☐ Reporting changes from last evaluation ☐ No changes

MMI is a treatment plateau (static or well-stabilized) at which no fundamental functional or physiological change can be expected within reasonable medical probability, in spite of continuing medical or rehabilitative procedures. Has the work-related injury(s) or occupational disease reached MMI based on the definition above? ☐ Yes ☐ No

- If yes, give MMI date: ____/____/____. ***Note:*** *An injured worker may need supportive treatment to maintain his or her level of function after reaching MMI. So, periodic medical treatment may still be requested and, if approved, provided.*

6 Treating physician's signature – mandatory (See exceptions at the top of the form.)

I certify the information on this form is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain payment as provided by BWC, or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may be punished, under appropriate criminal provisions, by a fine or imprisonment or both.

Treating physician's name (Print legibly.)		Address, city, state, nine-digit ZIP code	
Treating physician's signature			
BWC provider (PEACH) number	Date	Telephone number	Fax number

BWC-3914 (Rev. Sept. 21, 2023)
MEDCO-14

Attachment B

Transitional Work Program Participation Agreement

Colerain Township

The Transitional Work Program (TWP) at Colerain Township is designed to provide you with temporary work assignments within your current restrictions per your physician. All parties agree that during your participation in the TWP, you will not be required to perform any tasks or duties that are not compatible with the temporary restrictions your doctor has provided. Your physician provided the following restrictions:

1.
2.
Date beginning _____ until _____.

This program will continue as long as there is a documented medical need up to a maximum of 90 days. Your program may be closed earlier due to lack of medical necessity, lack of progress, non-compliance, or other changes in your medical condition.

You may be paid your regular rate of pay for the hours worked while participating in the program. You will be expected to follow all established personnel policies and procedures. Any physical therapy, doctors' appointments, etc. related to your injury or illness are to be scheduled during non-working hours. If you are unable to schedule an appointment during non-working hours, they must be scheduled for the first two or last two hours of your assigned shift. You may receive physical/occupational therapy services at the job site.

Your signature on this form indicates that you understand the requirements for participation in the Transitional Work Program and that you will abide by the medical restrictions placed upon you by your doctor. Your signature on this form also indicates that you have received the Employee's Rights and Responsibilities information sheet.

_____ _____

Employee Date

_____ _____

Supervisor Date

_____ _____

RTW Coordinator Date

cc: Employee
Supervisor
RTW Coordinator
Worker's Compensation file
MCO Representative

Attachment C

Employee's Rights and Responsibilities

You have the right to be treated fairly as the program is designed to provide you with work within your restrictions and return you safely to the work environment.

You have the right to be a productive employee honoring your work restrictions and maintaining your employment and benefits while in the Transitional Work Program.

Take an injury packet to the medical provider on the first visit following the injury.

Communicate with your medical provider that your employer has a Transitional Work Program and can accommodate most restrictions.

Obtain your medical work restrictions from the medical provider.

Upon returning to work, contact your immediate supervisor or Return To Work (RTW) Coordinator and provide them with your restrictions.

Working with your immediate supervisor and the RTW Coordinator, establish work duties that are within your restrictions.

Communicate with your immediate supervisor any problems that occur during your transitional work assignment.

Meet with your immediate supervisor and the RTW Coordinator at least monthly to review your progress and if possible, increase your work duties.

Meet with your medical provider monthly to review your current restrictions and if possible increase what you are able to do.

Attend all off-site therapy sessions or physician appointments within the first two hours or last two hours of your shift.

Provide your supervisor with documentation of attendance of all off-site therapy and physician visits that take place during your work hours.

Fill out appropriate paperwork for time off work.

Have your medical restrictions and information handled in the most confidential manner by all parties involved in your Transitional Work Program (TWP).

You are responsible to work within your restrictions and communicate to the RTW Coordinator when job duties fall outside of those restrictions or cause you discomfort.

You have the right to discuss your case with the RTW Coordinator and provide your employer with any medical information, as it becomes available.

You have the right to follow the dispute resolution procedure in the event you have any concerns with your Transitional Work Program.

Attachment D

Modified Work Tasks

As a function of the Transitional Work Policy, Colerain Township may utilize the following duties to accommodate injuries during the transition of the injured employee. These duties may be expanded upon as new restricted duty tasks are identified; however, the on-site therapist should ensure that the new duties meet the injured employee's restrictions. The on-site therapist (if applicable), RTW Coordinator and/or immediate supervisor in collaboration with the physician of record will be responsible for progressing the injured employee toward higher functions as appropriate in each case. All transitional work duties will consider the operational needs of the facility at the time of the program and prioritize accordingly. Staff will be utilized in their primary work area as necessary and available. Crossover to other departments/areas is acceptable should there be a lack of restricted duty tasks available within the injured employee's department. In all assignments, the injured employee should remain in a function as close to their regular assignment as the restrictions permit.

This original list should be continually updated as new restricted duty tasks are identified.

Work tasks are classified according to the material handling required. Care must be taken to ensure that work tasks are assigned based upon each individual restriction, ability, and diagnosis.

Sedentary Duties (10 pounds and less)

1. Paperwork: Scanning, shredding, filing
2. Driving for errands or assist coworkers
3. Data entry, retyping policy, crime mapping
4. Customer Service, answering phones, assist dispatch
5. Training/continuing education
6. Assist investigators, log calls and refer to detective or office, redact body cameras, public education
7. Release vehicle impound lot & inspection, property room

Light Duties (20 pounds and less)

1. Cleaning vehicles or buildings, collecting trash, painting
2. Working with Parks or coworkers on special projects

Attachment E

Transitional Work Program Completion/Closure
Colerain Township

To:

Department:

Date:

Your participation in the Transitional Work Program has ended due to the following reason(s):

_____You have been released to return to full duty on _____.

_____You have not made a significant amount of progress.

_____You have not complied with the Physician's restrictions.

_____Your medical conditions have become unstable.

_____Your physician has found you to be temporarily disabled from work.

_____Colerain Township is no longer able to accommodate your restrictions.

_____You have voluntarily resigned from Colerain Township.

Your transitional work assignment closure is effective as of _____. You may qualify for additional benefits related to your injury. Please contact the Return to Work Coordinator for additional information.

_____ _____

RTW Coordinator Date

_____ _____

Supervisor Date

cc: Employee
Supervisor
RTW Coordinator
Worker's Compensation file
MCO Representative

Attachment F1

Employee Interview Form
Colerain Township

1. Do you feel that you benefited from the Transitional Work Program? Why or why not?

2. What things could be improved?

3. What aspect of the program was most beneficial?

4. What aspect of the program was least beneficial?

5. Do you feel that having a therapist work with you at the job site was beneficial?

6. How would you improve the program?

Attachment F2

Management/Supervisor Interview Form
Colerain Township

1. Do you feel that the injured employee benefited from the Transitional Work Program? Why or why not?

2. Do you feel that having a therapist work with the employee at the job site was beneficial? Why or why not?

3. Did the therapist effectively communicate and include you in the process of establishing work tasks?

4. What aspects of the program were most beneficial?

5. What aspects of the program were least beneficial?

6. How would you improve the process/program?

7. Are you favorable to working with another employee who may need to participate in the program? Why or why not?

Attachment F3

(Date)

(Employee)
(Address)

Regarding: (claim number)

Dear _____,

Your physician believes that you can build the strength and stamina to return to your regular job within 90 days.

Please see the attached physical restrictions received from your physician. We have matched these restrictions with tasks within your classification, which will allow you to work without breaking your limitations.

You will begin work on _____. Please indicate your intent to report within 24 hours of receiving this letter. You will work within your limitations and will make gradual increases toward your full return to work under the guidance of your physician. You will return to work as a _____. During the ensuing days, with the assistance of your physician and therapist (if indicated), you will transition back to your regular job assignment.

You may be paid your full salary for the hours that you work during this program regardless of the modified duty tasks you will be performing. The tasks involved in this program are only **temporary in nature** and are **not a permanent re-assignment**. The program is intended to assist you in building your physical capacities to return in full.

All of Colerain Township policies, including attendance, tardiness and calling off work will apply to you during this program. We hope that you attempt to utilize this opportunity to its fullest extent by being present each day of the program. We are impressed with your work ethic in returning to work although you have suffered an injury. Your commitment to the Transitional Work Program, your job, and co-workers is very much appreciated. If you have any questions regarding this program, please call me at 513-923-5011.

Sincerely,

Doug Rieman RTW Coordinator

cc: Worker's Compensation file
Managed Care Organization
Third Party Administrator

Attachment G

(Date)

(Physician of Record)
(Address)

Regarding (injured employee's name)
Claim (number)

Dr. _____,

Colerain Township is offering a new program to its employees who have sustained a work-related injury or illness. It is the Transitional Work Program. The purpose of the program is to offer temporary work assignments with pay until your patient is able to return to his/her regular job duties. It is being offered to protect the employability of your patient. Please advise if your patient is able to return to work as a _____.

While participating in this program, your patient will be required to: (list job functions or attach the Job Analysis)
1.
2.
3.
4.
5.

Additionally, we are able to accommodate on-site therapy. Enclosed for your completion is a standard prescription form for Transitional Work in order to allow the therapist to progress your patient as appropriate.

If you have any questions, please call me at 513-923-5011, or (MCO Representative Aimee Epling) at the MCO at 614-956-2300, fax number 888-627-0074.

Sincerely,

Doug Rieman, RTW Coordinator

cc: Worker's Compensation file
Managed Care Organization
Third Party Administrator

Attachment H

(Date)

(Physician of Record)
(Address)

Regarding (injured employee's name)
Claim (number)

Dr. _____,

Colerain Township has established a Transitional Work Program, which may include on-site physical/occupational therapy. The following is a standard prescription for this program. This prescription authorizes the injured employee to return to work with a position, utilizing Job Analyses and Modified Work Tasks completed by a therapist, which fits the restrictions given by you, the physician. The injured employee may receive therapy, at the work site, to re-mediate the injury and facilitate work task progressions. Progressions refer to advancing the injured employee **towards regular duty within the 90-day time frame** for this program. Please check the appropriate box, sign and return.

_____ Return to **restricted** duty and begin progressions towards full duty only after consulting with the physician.

_____ Return to **restricted** duty and begin progressions towards full duty per the therapist on-site.

_____ Return to **restricted** duty, but delay work progressions at this time and consult the physician. The injured employee should be able to return to full duty within 90 days but must be closely monitored by the physician.

_____ Injured employee may return to **restricted** duty but will **definitely not be able to return to full duty within 90 days**. I estimate _____ days for full recovery.

_____ No return to **restricted** duty work due to the following factors:

1.
2.
3.

_____ Injured employee may be able to return to **restricted** duty on _____. Contact me just prior to this date.

Physician Signature Date

Attachment I

Ohio | Bureau of Workers' Compensation

Transitional Work Offer and Acceptance Form

Instructions
Bonus calculation for Destination Excellence – Transitional Work requires completion of this form for every offer of transitional work made in claims with a date of injury during the bonus period. You must complete this form and sign it. Once completed, have your injured employee sign the form, then submit it to BWC. Use the fax number to submit medical documentation to your managed care organization (MCO).

Employer information	
Name of company	Policy number
Name of employee	Claim number
Date of injury	Job title

Transitional work offer

On _____ your physician of record/treating physician _____
Date Physician

released you to return to work with restrictions. We are offering you participation in our transitional work plan in accordance with these restrictions from your physician beginning _____
Date

☐ Employee acceptance ☐ Employee refusal

Employer acknowledgement

I certify the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment or both.

Printed name of employer	Title
Signature of employer X	Date signed

Employee agreement

I agree to participate in transitional work activities within the restrictions indicated by my treating physician. I certify the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment or both.

Printed name of employee	
Signature of employee X	Date signed

BWC-3001
TWB-2

Attachment J

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

First Reading - Resolution Updating Township Nuisance Resolution

No action is requested of the Board.

Rationale:

Staff has authored an updated nuisance resolution to include Dog related citations to reasons that may lead to a civil citation in the future. This was based on the discussion held at the April 8, 2025 Board of Trustees meeting.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO._____-25

RESOLUTION UPDATING COLERAIN TOWNSHIP NUISANCE PROPERTY RESOLUTION

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

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

WHEREAS, Colerain Township first adopted resolution 109-22 regulating nuisance properties on October 11, 2022 and updated resolution 021-24 on February 13, 2024; and

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

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

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

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

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

that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder, and the Colerain Township Zoning Administrator.

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

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

Vote Record: Ms. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____,

ADOPTED this ____ day of _____, 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 _____ day of _____, 2025.

_____
Jeff Baker
Colerain Township Fiscal Officer

Exhibit "A"

RESOLUTION NO._____-25

COLERAIN TOWNSHIP NUISANCE PROPERTY RESOLUTION

Section A: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Section B: Notices and Orders

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

(1) The nature of the nuisance(s);
(2) The dates and times that the police have previously been called to the property;
(3) That subsequent responses by the police to the property in question for the same nuisance will result in fines to the property owner/landlord;
(4) The amount of fines to be assessed in the event of subsequent responses; and

(5) That the property owner/landlord may avoid being charged costs of responses by taking steps to prevent any further nuisance activities as defined in this Resolution;

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

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

Section C: Penalties

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

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

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

Section D: Affirmative Defenses

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

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

(4) He / She having received notice of the nuisance activity took action to reasonably secure the property from unwanted entry or trespass of the property.

Section E: Effective Date of Resolution

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

Section F: Severability

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

Section G: Repeal of Conflicting Resolutions

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

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 Township Administrator to Execute an Agreement with KnowBe4 for $17,732

Recommend ADOPTION of the Motion.

Rationale:

KnowBe4 provides IT security awareness training and anti-phishing protection. This contract has a three-year term and a total cost of $17,732.

KnowBe4
Human error. Conquered.

KnowBe4
33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date	3/6/2025 11:17 AM
Expiration Date	6/20/2025
Quote Number	Q-1313278
Payment Terms	Special

Prepared By	Jourdan Tatjes
Email	jourdant@knowbe4.com

Contact Name	Robert Shepherd
Contact Phone	(1513) 385-7500
Contact Email	rshepherd@colerain.org

Bill to Name
Colerain Township
4200 SPRINGDALE RD
CINCINNATI, OH 45251-1419
United States

Ship to Name
Colerain Township
4200 SPRINGDALE RD
CINCINNATI, OH 45251-1419
United States

Description
Special Payment Terms
- 1/3 Net 30 Days: $5,910.67
- 1/3 Net 12 Months: $5,910.67
- 1/3 Net 24 Months: $5,910.67

Notes

Total Term(Months) 36

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATP	KnowBe4 Security Awareness Training Subscription Platinum	275	USD 64.80	38	USD 40.18	USD 1.12	USD 11,049.50
PHISHER	KnowBe4 PhishER Subscription	275	USD 32.40	25	USD 24.30	USD 0.68	USD 6,682.50

Grand Total USD 17,732.00

Signatur
Name
Title
Date

Terms & Conditions
Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.
KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Aggregation Contract - 9.36 cents per kWh - Expires June of 2026

Recommend approval of all consent items.

Rationale:

At a prior board meeting, the Trustees authorized the Township Administrator to execute an agreement for electric aggregation at a rate less than 9.49 cents per kWh. The attached agreement is for 9.36 cents per kWh and has a one-year term. Residents are able to opt out of the program at any time without penalty.

AMENDMENT TO THE MASTER AGREEMENT

TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES

BY AND BETWEEN

COLERAIN TOWNSHIP, OHIO

AND

DYNEGY ENERGY SERVICES EAST, LLC
D/B/A DYNEGY ENERGY SERVICES, LLC

THIS AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES (the "Amendment") effective as of April 7, 2025 (the "Effective Date") is entered into by and between **DYNEGY ENERGY SERVICES EAST, LLC**, ("DESE") and **COLERAIN TOWNSHIP, OHIO** (the "Township"). DESE and the Township may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, DESE and the Township have entered into that certain Master Agreement to Provide Electric Generation Supply and Related Services, dated May 28, 2010 and as amended to date, (the "Agreement"); and

WHEREAS, DESE and the Township **desire** to amend the Agreement to: (i) extend the Term, and (ii) agree on the rate that the Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Term of the Agreement is modified by extending through the selected meter read end date as listed on the Attachment(s) to this amendment.

2. Attachment A, to the Agreement shall be deleted in its entirety and replaced with Attachment A, and B attached to this Amendment.

3. All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.

4. In all other respects the above-referenced Agreement is not modified by this Amendment. All other terms and conditions of the above-referenced Agreement not expressly modified in this Amendment shall remain in full force and effect.

5. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree

that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

6. This Amendment is binding on and inures to the benefit of DESE and Township and their respective successors and permitted assigns.

IN WITNESS WHEREOF, DESE and the Township have executed this Amendment effective as of the Effective Date set forth above.

TOWNSHIP:
Colerain Township, Ohio

By: Jeff Weckbach (Apr 7, 2025 14:48 EDT)
Name: Jeff Weckbach
Title: Township Administrator

DESE:
Dynegy Energy Services (East), LLC

By: Gabriel R Castro (Apr 7, 2025 16:58 CDT)
Name: Gabe Castro
Title: Sr. Vice President, Business Markets

CERTIFICATE #: 06-131E **DATE: January 25, 2024**

Nadra Sherazee

ATTACHMENT A

BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

Colerain Township, Ohio: Initial ONE box below to Elect Term and Price		
	Retail Power Price	**Delivery Term: 12 months**
	$0.0936/kWh	June 2025 meter read date through June 2026 meter read date

ATTACHMENT B

(100% Renewable Energy Program Option)

This is an OPTIONAL "OPT-IN" offer. Eligible residents and small businesses must contact DESE directly to enter this Green Energy Program.

This Exhibit B applies to the fully executed.
Master Agreement to Provide Electric Generation Supply
and Related Services dated **April 7, 2025,**
between **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC**
and **Colerain Township, Ohio** and forms a part thereof.

Colerain Township, Ohio Initial box below to Elect Term and Price

	Retail Power Price	**Delivery Term: 12 months**
	$0.0961/kWh*	June 2025 meter read date through June 2026 meter read date

*The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource on Customers' behalf, such that the percentage shall equal 100%. The Retail Power Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Contract - Crosshatch Property Works - Grass Abatement Contractor

Recommend approval of all consent items.

Rationale:

The attached contract is for grass abatement services for 2025 with Crosshatch Property Works.

COLERAIN
POLICE DEPARTMENT

Edwin C. Cordie, III
Chief of Police

Lt. Dean A. Doerflein
Patrol Commander

Lt. Jamie L. Penley
Support Services Division

Lt. Jon C. Middendorf
Investigation Division

CONTRACT FOR ABATEMENT SERVICES IN ~~2024~~ 2025

This Contract is entered into by and between the Colerain Township, Hamilton County, Ohio (hereinafter "the Township") and Crosshatch Property Works (hereinafter "Contractor") whose statutory agent is Clay Pierce located at 10306 Fay Ln, Cincinnati, OH 45251.

WHEREAS, pursuant to Ohio Revised Code Section 505.87, the Township desires to provide for the abatement, control or removal of any vegetation, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to retain Contractor to provide abatement services including, but not limited to, grass-cutting services necessary to abate properties and control or remove any vegetation, weeds, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to abate nuisances in the Township and retain Contractor to provide abatement services and has the power to contract as a function of local self-government provided by Article XVIII, Section 3 of the Ohio Constitution and Chapter 504 of the Ohio Revised Code; and

NOW THEREFORE in consideration of the mutual covenants and consideration contained herein and consideration to be paid for the services as detailed in this Contract, the parties agree as follows:

TERM

1.01 This Contract shall commence on the 31st day of March 2025 and shall terminate on December 31, 2025, or as otherwise provided in this Contract.

RELATIONSHIP BETWEEN PARTIES

2.01 The relationship between the parties shall be limited to the performance of services as set forth in this Contract and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Contract except upon written consent of the other.

COMPENSATION

3.01 The Township shall compensate the Contractor as set forth in this Contract:

- Contractor will only be paid for those properties specifically directed to be cut by a member of the Colerain Township Police Department; Township Asst. Administrator; or the Township Administrator.

- Contractor will be required to pick up cut-list identifying nuisance properties from Township administration office the day after the Township has passed and approved resolutions declaring nuisances and abatements and complete the abatement of all identified nuisance properties within 3 days (weather dependent). The Township will provide anticipated resolution approval dates shortly after the execution of this Contract.

- Contractor will be required to take "before" and "after" pictures of each and every abatement performed pursuant to this Contract in addition to documenting the start and completions times (hour and minute) as well as the number of employees who work on each abatement job.

- Contractor will be paid $90 per yard for yards abated which are 0.25 acres or less as set forth by the Hamilton County Auditor's website. For yards which are abated that are larger than 0.25 acres, but less than 1.0 acres set forth by the Hamilton County Auditor's website, the Township will pay Contractor $120 per yard for the performance of its services. For yards which are abated that are larger than 1.0 acres set forth by the Hamilton County Auditor's website, the Township will pay Contractor $160 per yard for the performance of its services.

- For other nuisance abetment landscape services rendered, the township will compensate the Contractor at a rate of $30 per 0.5 hour. In addition, any "dump" fees will be paid by the township at a rate of $50 per occurrence.

- The Township will compensate the Contractor only after an invoice, required pictures, and required documentation has been provided by the Contractor to the Township. Traveling time will ***not*** be compensated.

3.02 The Contractor shall furnish all equipment for and perform all services in connection with the abatement of properties declared nuisances as directed by the Township. The scope of work will outline the type and quantity of work to be performed in addition to the specifications for performing the work. Any work performed outside of this scope of work or amendments thereto by the Contractor shall not be compensated unless prior approval is received from Colerain Township in writing.

3.03 Contractor agrees to provide all labor, equipment, and materials necessary to perform the work in accordance with the terms and conditions of this Contract and the scope of work, specifications, and costs for each abatement performed pursuant to this Contract.

WARRANTY

4.01 The Contractor agrees to hold the Township harmless from any liability from the actions of the Contractor or his agents and employees, incident to the performance of his obligations

7.04 This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7.05 If any provision of this Contract is found to be invalid or unenforceable, such provision shall be stricken from the Contract, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract with the intent to be legally bound thereby.

COLERAIN TOWNSHIP
4200 Springdale Rd.
Cincinnati, OH 45251
(513) 923-5012

By: _____

Name: Jeff Wedlebach

Title: Administrator

Date: 3/31/25

Crosshatch Property Works
10306 Fay Lane
Cincinnati, OH 45251
(Telephone)

By: Clay Pierce

Name: Clay Pierce

Title: Owner

Date: 3-28-25

APPROVED AS TO FORM:

_____
Brody Conover,
Colerain Township Law Director

hereunder in the abatement services provided and will carry combined single limit bodily injury and property damage liability insurance of at least $1,000,000 to protect the interests of the Township. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $500,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

4.02 The Contractor agrees to perform all work in accordance with all applicable laws and regulations.

4.03 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

INDEMNIFICATION

5.01 The Contractor agrees to indemnify and utilize its insurance in the event that any Township equipment is damaged or if any Township full-time or part-time employee or independent contractor is injured in the course and scope of their Township duties while providing services related to and as detailed in this Contract. The Contractor shall indemnify and hold harmless the Township from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of the Township, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this Contract.

TERMINATION

6.01 Colerain Township may terminate this Contract at any time by providing ten (10) days written notice. In the event of such termination, Contractor will be paid an equitable amount in proportion to the amount of work completed under this Contract for which payment has not been made.

MISCELLANEOUS

7.01 This Contract shall be construed and enforced under Ohio Law.

7.02. Neither party may assign this Contract.

7.03 This Contract can be amended in writing signed by the Contractor and the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - Silco - DVR for Cameras - $3,407

Recommend approval of all consent items.

Rationale:

The attached contract with Silco will provide for the installation of a new DVR to handle the cameras that were installed with the newly built Station 102 and Station 26. The cost of this agreement is $3,407.

April 8, 2025

Colerain Township
2850 W. Kemper Road
Cincinnati, Ohio 45251

Robert,

Silco will add a new Hikvision 32 channel NVR with 12TB hard drive to your existing video system. Details for your system are listed below:

System Scope:

Camera System;

- 1 – Hikvision DS-9632NI-M8 32 channel NVR with 12TB hard drive
- Installation, programming, and training

System Investment: $3,407.00 Installation (tax exempt)

The prices in Silco's quotation are based on Silco's current supplier costs as of the date of the quotation. In the event of any Silco supplier cost increases, we reserve the right to pass these increases through to the Customer. After the contract award and before parts are received by Silco, we also reserve the right to pass any Cost Increases through to the Customer. Such increases will be communicated in writing and will take effect immediately upon notice.

Thank you again for the opportunity to propose this system to you. If you have any questions please contact me at 513-371-8622. If you wish to proceed with this proposed project, please sign the clarification page below, and return a copy to me.

Sincerely,

Gary Turner
Fire & Security Consultant
Cincinnati Security Division

Terms & Conditions

1. Payment Terms (Subject to Credit Approval):
   - 50% Deposit with Progress Billing. Deposit must be received before equipment is ordered. Progress invoices due on receipt.
2. The quoted price is valid for 15 days and **does not include** permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. Changes in scope and or design will be billed separately, including any AHJ required changes.
4. If delays caused by others exceed 60 days and affect Silco's ability to procure parts at the original quoted price, Silco reserves the right to adjust pricing.
5. If the Customer cancels the project or a portion of the project, Customer agrees to pay for work performed and material restocking fees. Material restocking fees are 30%, except where materials cannot be returned, in which case material restocking fees are 100%.
6. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.

7. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
8. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
9. Regarding signal strength surveys performed for Bi-Directional Amplifier Systems (BDAs), survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of services proposed by Silco.
10. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
11. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers.
12. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
13. Installation cannot begin until plans are approved by the authority having jurisdiction. Silco will notify the customer when permit has been issued.
14. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
15. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
16. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of $10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
17. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature) 04/09/25 (Date)

Jeff Weckbach - Administrator
(Printed Name/ Title)

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - Choice One - Engineering for Sorta Grant Applications - $4,350

Recommend approval of all consent items.

Rationale:

The attached agreement is for the engineering work required as part of the development of the grant applications for the SORTA Transit Infrastructure Fund Grant. The cost of the work is $4,350 and the Township will submit three separate grants: Springdale Road Sidewalks, Poole Road Sidewalks, and Amarillo Court Reconstruction.

Choice One Engineering

Date
April 9, 2025

Attention
Tiphanie Mays
Assistant Township Administrator
tmays@colerain.org

Address
Colerain Township
4200 Springdale Rd
Colerain Township, OH 45251

Subject
Agreement for Professional Services
2025 SORTA Application Assistance
HAM-COL-2502

Dear Ms. Mays:

Choice One Engineering Corporation appreciates the opportunity to provide services for the 2025 SORTA Application Assistance.

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

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

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

Colerain Township

Authorized Signature

4/9/25
Date

Choice One Engineering Corporation

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

04/09/2025
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

www.CHOICEONEENGINEERING.com

Scope of Services

Project Snapshot

Choice One intends to assist Colerain Township with 3 funding applications for the Southwest Ohio Regional Transit Authority (SORTA) Metro Transit Infrastructure Fund (MTIF) Round 5. The three projects will include Poole Road Sidewalk (Priority 1), Springdale Road Sidewalk – East (Priority 2), and Amarillo Court Reconstruction (Priority 3).

Project Details

- Choice One will compile the 3 separate applications and supporting data for each project, including the following documents:
    - Formal application from SORTA website
    - Concept plan and vicinity map
    - Cost estimate including useful life statement
    - Traffic certification (based on ODOT TIMS info)
        - Traffic counts will not be performed
    - Pavement rating (Amarillo Court Reconstruction only)
    - Project Photos
    - Crash data
- The following documents will be prepared by Choice One and will need processed by the Client for each project:
    - Certification of funds
    - Authorizing legislation (Trustees resolution)
- Choice One will compile the applications and drop off the physical copies and flash drives prior to the May 30th deadline.
- Construction plans, topographic survey, and grant administration are not included in this scope of work.

Project Services

1. **Grant Assistance**
    a. Use ODOT's traffic data on Springdale Road, Poole Road, and Amarillo Court to estimate number of users for each project.
    b. Field walk all 3 project routes and take notes and photos of field conditions.
    c. Revise preliminary construction estimates for each of the 3 projects.
    d. Complete SORTA funding application for each of the 3 projects.
    e. Meet with Township to go over the applications prior to submitting.

Additional Services

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

1. Construction Plans
2. Storm Sewer Design
3. Traffic Signal Design
4. Traffic Impact Studies
5. Traffic Data Collection
6. Detailed Maintenance of Traffic Plans
7. Landscape Architecture
8. Topographic Survey
9. Easement and Right-of-Way Plats or Descriptions
10. Construction Bidding Procedures

Client Responsibilities

- Payment of all agency-related fees.
- Resolution of Support from Township Trustees.
- Fiscal Officer Certification Letter.
- Provide timely decisions to keep work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Grant Assistance	$4,350.00
Total	**$4,350.00**

Schedule

Choice One will have the grant application prepared and ready to submit by the May 30th deadline, assuming authorization is complete by April 23rd, 2025.

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

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

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

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

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

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

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

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

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

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

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

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

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

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

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

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

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

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

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

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

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

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

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

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

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

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

New Hire – Summer Camp Director - Department of Public Services – Anne Tracey - $17.00/hr

Recommend approval of all consent items.

Rationale:

The position of Summer Camp Director was posted, applications were received and interviews conducted. Contingent upon Board approval, she would be eligible to begin work on May 5, 2025

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

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

New Hire – Summer Camp Assistant Director - Department of Public Services – Deiontay Walters - $16.00/hr

Recommend approval of all consent items.

Rationale:

The position of Summer Camp Assistant Director was posted, applications were received and interviews conducted. Contingent upon Board approval, he would be eligible to begin work on May 5, 2025.

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

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

New Hire – Summer Camp Counselors - Department of Public Services - Wages Vary

Recommend approval of all consent items.

Rationale:

The position of Summer Camp Counselor was posted, applications were received and interviews conducted. Contingent upon Board approval, the following individuals would be eligible to begin work on May 28, 2025:

- Sophia Ward – $12.50
- Elaina Ward - $13.00
- Olivia Howland – $13.00
- Mitchell Graves – $12.00
- Callie Ellmer – $12.00
- Brooklyn Carter – $12.00

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

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

New Hire – Seasonal Maintenance Workers - Department of Public Services - Wages Vary

Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. The following individuals were selected for hire:

- Cameron Schmale – $16.00
- Alex Geiser – $15.00