COLERAIN
TOWNSHIP ~ OHIO

Regular Meeting of the Board of Trustees - August 26, 2025

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Presentations**
    a. Presentation by Chief Walls: Introducing and Swearing-in a Newly Promoted Employee
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**

Public Safety

a. Motion to Authorize the Township Administrator to Execute a Software as a Service (SaaS) License Agreement with Julota for $16,970.00

b. Motion to Approve Change Order #7 - Pepper Construction - Fire Station 26 & 102 - $13,556.34

c. Resolution Declaring Nuisance and Ordering Abatement

d. Resolution Declaring a Junk Motor Vehicle - 2480 Clovercrest Dr. - 1 of 4

e. Resolution Declaring a Junk Motor Vehicle - 2900 Geraldine Dr. - 2 of 4

f. Resolution Declaring a Junk Motor Vehicle - 8209 Chesswood Dr. - 3 of 4

g. Resolution Declaring a Junk Motor Vehicle - 8585 Sunlight Dr. - 4 of 4

Development

a. Resolution Approving or Denying BZA Case ZCE-25-7, Declaration of Abandoned Signage at 2539 W. Galbraith Rd.

b. Resolution Approving or Denying BZA Case ZCE-25-15, Declaration of Illegally Placed Signage at 9090 Pippin Rd.

c. Resolution Approving or Denying BZA Case ZCE-25-17, Declaration of Abandoned Signage at 9406 Pippin Rd.

d. Motion to Approve Updated Planning & Zoning Fee Schedule

Administration

a. Motion to Set Public Hearing for Taylor Glen Phase 2 Lighting District for September 9, 2025 at 6pm at 4200 Springdale Road

b. Resolution Authorizing the Adoption of Amended Appropriations

c. Discussion and direction on updates to the Township Policy Book

d. Motion Authorizing the Township Administrator to Execute a Right of Way Consulting Agreement with OR Colan for the Springdale Road Sidewalk Project PID#120861.

10. Old Business

11. Consent Items

a. Donation Acceptance- Diane Seiwert

b. Motion to Approve Change Order #6 - Pepper Construction - Fire Station 26 & 102 - $0

12. Fiscal Office Report

13. Executive Session – if needed

14. Adjournment

PRESENTATIONS

Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

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

Rationale:
Introduce and administer the Oath of Office to the department's newest Fire Lieutenant:

- Ed Shannon

PUBLIC SAFETY

Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute a Software as a Service (SaaS) License Agreement with Julota for $16,970.00

Recommend ADOPTION of the Motion.

Rationale:

Colerain Fire and EMS is transitioning from Rainbow Healthcare to Julota software for Community Paramedicine operations. This change is being made to improve workflow efficiency, enhance data management, and provide more robust reporting capabilities. Julota's platform better aligns with the department's operational needs and supports streamlined communication between field personnel and administrative staff, ultimately allowing for improved patient care and program oversight.

Software as a Service (SaaS) License Agreement

This Software as a Service Agreement ("SaaS Agreement" or "Agreement"), effective on the date on which the last of the parties executes this Agreement ("Effective Date"), is made by and between TouchPhrase Development, LLC d/b/a Julota, which has a place of business at 102 S. Tejon St., Ste. 1100, Colorado Springs, CO 80903 ("Julota"), and the Colerain Fire Department, which has a place of business at: 4160 Springdale Road, Colerain Township, OH 45251 ("Customer"), in exchange for the mutual promises contained herein, the receipt and legal sufficiency of which are acknowledged. Julota and Customer shall be collectively referred by as the "Parties".

Julota provides a platform for organizations: a) to provide services directly to individuals seeking assistance through it; b) to coordinate with other individuals or organizations to provide services to individuals seeking assistance that it does not provide directly; c) to cooperate with other organizations to identify services needed for individuals seeking assistance; or d) to assemble, monitor and direct Care Team(s) (defined below).

1. DEFINITIONS.

1.1 ***Care Team*** means an individual or an organization used or assembled by or through Customer or on behalf of Customer or in conjunction with Customer to assist Customer, directly or indirectly, in providing to a Help Seeker (defined below) the assistance he or she seeks or requires.

1.2 ***Trusted Partner*** means any organization that provides services to a Help Seeker through Customer utilizing the Hosted Service.

1.3 ***Customer Data*** means any data collected through the provision of these services, excluding publicly available data and data previously obtained by Julota. Customer Data may include Personal Data.

1.4 ***Customer Website*** means the website owned and operated by Customer as identified in the applicable Order Schedule.

1.5 ***Documentation*** means any user guide, help information and other documentation and information regarding the Hosted Service that is delivered by Julota to Customer in electronic or other form, if any, including any updates provided by Julota from time to time.

1.6 ***Health Privacy Laws*** means (i) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (ii) HITECH; (iii) 42 C.F.R. Part 2; and (iv) any other applicable federal or state statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of Personal Data and other healthcare-related information pertaining to Help Seekers.

1.7 ***Help Seeker(s)*** means the individual seeking assistance from or through the Customer for health or non-health related assistance.

1.8 ***Hosted Service*** means the real-time website service hosted by Julota and provided to Customer from time to time. The Hosted Service includes any change, improvement, extension or other new version thereof that is developed or otherwise made available to Customer.

1.9 ***Julota API*** means the Julota application programming interface, scripts, widgets, embeddable snippets and other tools that allow Customer to integrate the Customer's website or any other system of Customer with all or part of the Hosted Services.

1.10 ***Personal Data*** means any personal information that Julota collects, receives, or obtains, from Customer that does or can identify a specific individual or by or from which that specific individual may be identified, contacted or located, such as the individual's name, address, social security number, or any information that applicable law proscribes as personally identifiable information. Personal Data may include Protected Health Information (defined below).

1.11 ***Platform*** means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, content, graphics, techniques, methods, processes, algorithms, code, know-how, trade secrets and other technologies, implementations and information that are used by Julota in providing the Julota services, including any innovations, revisions, enhancements, upgrades or improvements of the foregoing.

1.12 ***Protected Health Information*** or ***PHI*** shall have the same meaning as the term "protected health information" as defined in HIPAA.

1.5 ***Services*** means, collectively, the Hosted Service, Platform, Julota API (if available or applicable), and Documentation, as described in the applicable SOW (defined below).

2. SERVICES. Subject to the terms and conditions of this Agreement, Julota will provide Customer with access to the Services as described in each Statement of Work "SOW". The first SOW will be Exhibit A-1 and each subsequent SOW will be designated "Exhibit A-___", completing the blank for each subsequent SOW with the appropriate number, in ascending numerical order. A sample form SOW is attached as Exhibit A. Each SOW will be subject to the terms of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of a SOW, the terms and conditions of the SOW shall govern as to that SOW only. Customer's use of the Services is subject to this Agreement and the applicable SOW.

3. LICENSE GRANT.

3.1 License Grant to Customer. Subject to the terms and conditions of this Agreement, Julota grants Customer (defined in the applicable SOW), during the term of the applicable SOW and the term of this Agreement (whichever period is shorter), a non-exclusive, non-transferable right and license to access and use the Services as provided for in the applicable SOW. The Services will also be provided pursuant to the service levels set forth in the Service Level Agreement ("SLA"), which is attached as Exhibit B.

3.2 License Restrictions for Customer. Customer shall not, directly or indirectly, permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services; (iv) make the use of the Services available to anyone other than for its own internal purposes; (v) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) remove any proprietary notices from the Services or any other Julota materials furnished or made available hereunder; (vii) publish or disclose to third parties any evaluation of the Services; (viii) use the Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; or (ix) use the Services to build a competitive product or service, or copy any features, functions or graphics of the Services.

3.3 API License. If provided for in the applicable SOW, Julota hereby grants Customer, during the term of the applicable SOW, a nonexclusive, nontransferable, nonassignable, license to access and use the Julota API solely in connection with its use of the Services.

3.4 License Grant to Julota. Customer grants Julota, during the term of this Agreement and the applicable SOW, a non-exclusive, non-transferable, non-sublicensable license for it to use Customer Data and its trademarks (the "Marks") for the sole purpose of providing the Services or as otherwise set forth in this Agreement. Customer reserves all ownership and other rights in the Customer Data and the Marks not expressly included herein and nothing in this Agreement shall be deemed to convey or transfer to Julota any ownership rights in or to the Customer Data or the Marks. Notwithstanding the foregoing, Customer understands that it may not be the exclusive owner of Customer Data.

3.5 License Restrictions for Julota. Julota's license to the Marks is subject to the following restrictions: (i) all of Julota's uses of the Marks must be preapproved by Customer; (ii) Julota shall not use any Marks in such a way as to give the impression that they are the property of anyone other than Customer; and (iii) Julota shall comply with Customer's trademark guidelines, if any, and any other reasonable requirements established by Customer concerning the style, design, display, and use of its Marks. Customer's trademark guidelines, if any, are attached as Exhibit C.

4. PRIVACY. Julota may collect or store Customer Data, which may contain Personal Data concerning Help Seekers in connection with the provision of the Services. Julota will comply with its non-disclosure obligations set forth in this Agreement. The Parties agree to comply with the requirements of all Health Privacy Laws. The Parties agree that Julota will serve as a Business Associate with respect to certain Services it provides to Customer. Accordingly, as it applies to such Services, the Parties shall execute and abide by the terms set forth in the business associate agreement attached hereto and incorporated herein as Exhibit D ("BAA").

5. PASSWORDS / SECURITY / DISCLOSURE.

5.1 Passwords. Customer is responsible for maintaining the confidentiality of its passwords. Customer is solely responsible for any and all activities that occur under its account and all charges incurred from use of the Services accessed with Customer's passwords. Customer agrees to immediately notify Julota of any unauthorized use of Customer's account or any other breach of security known to Customer. Julota shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

5.2 Security. Julota will maintain the Services at a third-party hosting facility and will implement industry standard security precautions, which are intended to prevent unauthorized access to Customer Data. Customer acknowledges that, notwithstanding such security precautions, use of, or in connection to, the internet provides the opportunity for unauthorized third parties to circumvent such precautions and gain access to the Services and Customer Data.

5.3 Disclosure. Customer agrees that Julota and its agents, which have agreed to confidentiality obligations at least as restrictive as Julota's obligations in this Agreement, can access Customer Data and its account information in order to respond to its service requests and/or as necessary, in Julota's sole discretion, to provide Customer with the Service. Julota will not otherwise disclose such data except if compelled by law, permitted by Customer, or pursuant to the terms of the BAA and the terms of Julota's Privacy Policy, which is available at www.Julota.com/privacy-policy/ (the "Privacy Policy") and is incorporated into this Agreement. The terms of this Agreement shall supersede any inconsistent terms in the Privacy Policy.

5.4 Permission to Disclose. By submitting any Help Seeker's Personal Data to the Hosted Services and providing said Personal Data to Julota for processing, Customer warrants that it has: (i) legal authority to disclose such Personal Data in compliance with Health Privacy Laws and (ii) if required by Health Privacy Laws, this Agreement, or Julota's Privacy Policy or other policies, the necessary permissions, authorizations and consents from the Help Seekers that it enters Personal Data about through the Services and for the viewing and processing of their Personal Data and Customer Data by Julota, its agents, third-party service providers, other organizations utilizing the Hosted Services to provide assistance to Help Seekers, and Care Teams as set forth herein.

6. OWNERSHIP.

6.1 With the exception of Customer Data, the Platform, the Hosted Services, and all information, reports, studies, object and source code (including without limitation the Services and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, product documentation, diagrams, specifications, methods and other tangible or intangible material of any nature whatsoever produced through or as a result of or related to any product, service or deliverable (collectively, "Works") or development of any data analytics or usage models hereunder, and all patents, copyrights, trademarks and other proprietary rights related to such Works and models, shall be the sole and exclusive property of Julota, its Affiliates (defined below) or their third party providers (collectively, "Julota Property"). Nothing in the Agreement shall convey to Customer any title to or ownership of any Julota Property. Customer hereby irrevocably assigns and transfers to Julota, its Affiliates or their third-party providers all rights, title, and interest in any such Works and models. "Affiliate" means an entity that controls, is controlled by, or under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or party. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Customer acknowledges and agrees that Julota shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Service ("Statistical Data"). Statistical Data may be collected by Julota for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form, without specifically identifying the source of the Statistical Data. Except for the limited rights granted herein, at no time shall Julota acquire any ownership, license, rights or other interest in or to the Customer Data, all of which shall, as between Customer and Julota, be and remain the confidential and proprietary information of Customer.

6.3 Julota shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use Statistical Data, any suggestions, enhancement requests, recommendations or other feedback Julota receives from Customer.

7. CUSTOMER OBLIGATIONS.

7.1 **Process.** Customer shall assign two (2) representatives who will be responsible for all communications with Julota related to the use of the Services.

7.2 **Conduct.** Customer is and will be solely responsible for its actions and the actions of its authorized users while using the Services. Customer is and will also be solely responsible for the actions of each Care Team and each of the Care Team's officers, directors, members, employees, agents, contractors, subcontractors and individual(s) related to Customer's use of the Services or the provision of assistance to any Help Seeker. Customer is and will be responsible for all claims made by a Care Team related to any transaction related to the Services. Customer acknowledges and agrees that Julota is not liable for, or responsible to, remediate any issues found on Customer's network or in Customer's web traffic through the Services. In addition to the conduct restricted in Section 3.2 (License Restrictions for Customer), Customer agrees, on behalf of itself and its authorized user(s) to: (i) abide by all laws and regulations including, without limitation, all laws applicable to any service Customer provides or any Care Team provides to a Help Seeker and all laws applicable to the transmission of technical data exported from the United States through the Services and to wireless e-mail marketing and advertising; (ii) not to upload or distribute in any way content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer or mobile device; (iii) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (iv) not to interfere or disrupt networks connected to the Services or interfere with the ability of others to access or use the Services; (v) not to distribute, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, defamatory, hateful, racially, ethnically, unwanted or otherwise objectionable material of any kind or nature; (vi) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (vii) not to interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (viii) not to engage in, or permit others to engage in, contests, chain letters or post or transmit "junk mail,""spam," "chain letters," or unsolicited mass distribution of e-mail; and (ix) to comply with all regulations, policies and procedures of networks connected to the Services, Julota, or Julota's service providers, as the same may be promulgated from time to time. Julota may remove any violating data on the website posted or stored using the Services or transmitted through the Services, without notice to Customer; however, Julota has no obligation to do so.

7.3 Customer will maintain privacy policies and will provide copies or access to its privacy policies as required by applicable law to each Help Seeker prior to entering any information about the Help Seeker through the Services. Customer will ensure that its practices for storing and safeguarding Help Seeker related information are consistent with industry privacy, security standards and all applicable legal requirements. Customer must obtain the necessary authorizations and its privacy policy must include the following disclosures and terms sufficient to allow for: (i) the collection and processing of data from Help Seekers, including any Personal Data from a Help Seeker; (ii) Julota's processing of Help Seeker data; (iii) the use of Personal Data belonging to Help Seekers as contemplated in the provision of the Services and in the applicable SOW; (iv) the maintenance and retention of Personal Data after assistance is rendered by Customer to a Help Seeker; (v) the processing and sharing of Personal Data and other data of Help Seekers with other organizations utilizing the Hosted Services and by Care Teams; and (vi) the sharing and utilizing of each Help Seeker's Personal Data and the aggregate data derived therefrom by Julota. Customer shall be solely responsible for obtaining and maintaining documentation of any and all legally required written permissions, consents or authorizations from Help Seekers before a Help Seeker's Personal Data is provided to Julota or placed on the Platform. Any and all information provided by Customer to Julota via the Hosted Services or any other Services relating to any Help Seeker's permissions, consents or authorizations shall be accurate and valid. Customer shall notify Julota, on a form provided and/or approved by Julota, of any restrictions on the use or disclosure of a Help Seeker's Personal Data that Customer is required to abide by to the extent that such restriction may affect Julota's use or disclosure of that Help Seeker's Personal Data. Customer shall notify Julota of any changes in, or revocation of, the permission, authorization or consent by a Help Seeker for Customer to disclose such Help Seeker's Personal Data on the Platform. Notwithstanding the foregoing revocation or change in authorization, Julota may retain copies of that data in read only format to the extent permitted by law in order to comply with its statutory or regulatory requirements or to defend against a claim or complaint.

8. FEES AND TAXES.

8.1 Fees. Customer agrees to pay Julota the fees set forth on the applicable SOW for the Services, in accordance with the fees, charges, and billing terms set forth in this Agreement (collectively, "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in this Agreement, Fees are non-refundable.

8.2 Additional Charges. Customer shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Julota in connection with the Services. As applicable, such out-of-pocket expenses shall be incurred in accordance with Julota's then-current corporate travel and expense policy. If an out-of-pocket expense is listed in an Exhibit, such expense may be changed to reflect changes issued by the applicable vendor. All expenses incurred by Julota for which it seeks reimbursement from Customer must be preapproved in writing by Customer.

8.3 Payments. Unless stated otherwise on the applicable SOW, all Fees are due and payable by Customer within thirty (30) days after the invoice date. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of one and a half percent (1.5%) of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Customer shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

8.4 Taxes. All fees set forth in this Agreement are exclusive of all taxes and similar fees. Customer shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the fees charged the Customer under this Agreement, exclusive, however, of taxes based on Julota's income, which taxes shall be paid by Julota. If any taxes for which Customer is responsible hereunder are paid by Julota, Customer will promptly reimburse Julota upon Customer's receipt of proof of payment.

9. TERM. This Agreement commences on the Effective Date and shall continue for one year, unless earlier terminated in accordance with this Agreement. Following the initial Term, this Agreement shall renew for successive twelve (12)-month periods unless either party provides written termination notice 60 days prior to the end of the Term.

10. TERMINATION.

10.1 Breach. Except as otherwise provided in this Section 10, either party shall have the right to terminate this Agreement or the applicable SOW upon written notice if the other party has breached a material term of this Agreement or the applicable SOW and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

10.2 Insolvency. Either party shall have the right to terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) any proceedings are commenced by the other party under a Chapter 7 bankruptcy; or (iii) the other party is liquidated or dissolved.

10.3 Failure to Pay/Customer Conduct. Julota shall have the right to suspend or terminate access to the Services, at its sole option, with or without notice to Customer, if: (i) any payment is delinquent by more than sixty (60) days, or (ii) if Customer breaches Sections 3.2, 5 or 7 of this Agreement

10.4 Immediate Termination. Julota may immediately suspend or terminate this Agreement or the applicable SOW, in its sole and absolute discretion, if Customer violates Section 7.2 of this Agreement or violates or misappropriates Julota's intellectual property rights related to the Services.

10.5 Effect of Termination. Termination of this Agreement will terminate all SOWs. Termination of an individual SOW will only terminate that SOW and will not result in the termination of this Agreement, unless the SOW provides otherwise. Julota shall not be liable to Customer or any third party for suspension or termination of Customer's access to, or right to use, the Services under this Agreement. If Customer terminates this Agreement or an SOW pursuant to Section 10.1 or if Julota terminates this Agreement or an SOW without cause, Customer will be obligated to pay the balance due for the Services up to the date of termination. If Julota terminates this Agreement or an SOW pursuant to Section 10.1 or if Customer terminates this Agreement or SOW without cause, Customer shall pay any unpaid fees through the date of termination and shall pay any unpaid fees covering the remainder of the term of all SOWs, if the Agreement is terminated, or the applicable SOW, if only the SOW is terminated. Upon the effective date of termination of this Agreement for any reason, Customer's access to the Services will terminate and Customer shall cease accessing and using the Services immediately and Julota shall cease use immediately of any Marks. Sections 3.2, 4, 5, 6, 8 through 16 and 18 of this Agreement shall survive termination for any reason.

11. CONFIDENTIALITY.

11.1 Obligations. Each of the Parties agrees to maintain in confidence any proprietary or non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The Parties hereby agree the terms and conditions of this Agreement, and any discussions related to the Services shall be considered Confidential Information. Confidential Information also includes: (i) trade secrets and proprietary information (including that of any client, supplier or licensor); (ii) customer lists, client lists, business plans, information security plans, business continuity plans, requests for proposals or requests for information and responses to such requests that the Parties may change after the Effective Date, and proprietary software programs; and (iii) any other information received from or on behalf of a disclosing party that is marked confidential or that the recipient of the information could reasonably be expected to know is confidential. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform their obligations under this Agreement and who agreed to be bound by these obligations of confidentiality and non-disclosure. Except as otherwise expressly provided in this Agreement, upon termination of this Agreement for any reason, and at the request of the disclosing party, the receiving party shall promptly return or destroy (at the disclosing party's option), all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may maintain archival copies of Confidential Information for the applicable statutory periods.

11.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto; or (v) requests for information pursuant to the Freedom of Information Act, or any open-records or public disclosure laws, provided an exemption to said disclosure or other law superseding the requirement for disclosure does not apply, and provided that the disclosure does not include data solely stored in the Hosted Service. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12. WARRANTY.

12.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JULOTA MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY JULOTA, OR OTHERWISE UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, JULOTA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. JULOTA DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE OR DEFECTIVE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE, LOSS OF PERSONAL CONTENT, OR ANY OTHER REASONS. JULOTA ALSO EXPLICITLY DISCLAIMS ANY WARRANTIES RELATED TO BUSINESS RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES AND SPECIFICALLY STATES NO SUCH REPRESENTATIONS ARE OR HAVE BEEN MADE TO CUSTOMER. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (I) ESTABLISHING AND MAINTAINING AN INTERNET CONNECTION SUFFICIENT FOR THE SERVICES TO FUNCTION PROPERLY, (II) THE CONTENT AND EFFICACY OF ALL MARKETING INITIATIVES, AND (III) FULFILLING ALL ITS OBLIGATIONS TO HELP SEEKERS IN CONNECTION WITH THE USE OF THE SERVICES. CUSTOMER WILL FOLLOW PROPER BACK-UP PROCEDURES FOR ANY OTHER PROGRAMMING AND ALL DATA TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM THE USE OF ANY EQUIPMENT OR THE SERVICES. CUSTOMER AGREES THAT JULOTA AND THE PLATFORM AND SERVICES DO NOT MAKE CLINICAL, MEDICAL OR OTHER DECISIONS OR RECOMMEND, ENDORSE OR MAKE ANY MEDICAL, CLINICAL OR RELATED REPRESENTATIONS OR WARRANTIES. CUSTOMER ASSUMES ALL RESPONSIBILITY IN CONNECTION WITH DISCLOSING CUSTOMER DATA ON THE PLATFORM.

12.2 Open Source. Parts of the software for the Services may be subject to the GPL (General Public License) for open source software, and all warranties are disclaimed for such parts by the Free Software Foundation, Inc. See the GNU General Public License for more details. Similarly, parts of such software may be subject to the MIT License for open source software, and therefore, the following restrictions: MIT grants permission, free of charge to any person obtaining a copy of the software and associated documentation files, to deal in the software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the software, and to permit persons to whom the software is furnished to do so, subject to the following conditions and notwithstanding anything to the contrary in this Agreement: the software is provided "AS IS" without warranty of any kind, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement, In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings in the software.

12.3 Mutual Warranties. Each party represents and warrants that: (i) it does not have any contractual obligations that would prevent it from entering into this Agreement; and (ii) it will comply with all laws and regulations directly applicable to its performance of its obligations under this Agreement or its use of the Services.

13. INDEMNIFICATION. Julota shall indemnify, defend, or at its option settle, any third party claim or suit based on any third party claim or suit based on a claim that the provision of the Services violate applicable law or that the Services (excluding any third party software) violate, infringe or misappropriate any United States patent, copyright, trademark or trade secret and Julota shall pay any final judgment entered against Customer in any such proceeding or agreed to in settlement; provided (i) Julota is promptly notified in writing of such claim or suit, (ii) Julota or its designee has sole control of such defense or settlement, and (iii) Customer gives all information and assistance requested by Julota or such designee. To the extent that use of the Services is enjoined, Julota may at its option either (a) procure for Customer the right to use the Services, (b) replace the Services with other suitable products, or (c) refund the prepaid portion of the Fee(s) paid by Customer for the Services or the affected part thereof. Julota shall have no liability under this Section 13 or otherwise to the extent a claim or suit is based upon (1) use of the Services in combination with software or hardware not provided by Julota if infringement would have been avoided in the absence of such combination, (2) modifications to the Services not made by Julota, if infringement would have been avoided by the absence of such modifications, or (3) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release.

THIS SECTION 13 STATES JULOTA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR VIOLATION, INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE SERVICES.

14. LIMITATION OF LIABILITY.

14.1 Limitation on Direct Damages. EXCEPT AS IT RELATES TO JULOTA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL JULOTA'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14.2 Waiver of Consequential Damages. EXCEPT AS IT RELATES TO JULOTA'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL JULOTA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JULOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 No Liability for Wrongful Third-Party Disclosures. Notwithstanding anything to the contrary herein, Julota will have no liability to Customer or any other organization or individual related to the wrongful disclosure by Customer, the Care Team, a Trusted Partner or any director, officer, employee, agent or service provider of the foregoing.

15. NON-SOLICITATION. During the term and for a period of twelve (12) months thereafter, Julota and Customer shall not knowingly, directly or indirectly, solicit, recruit, employ or contract with any employees of one another.

16. INSURANCE. Julota will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

16.1 Commercial General Liability. With coverage of not less than One Million Dollars ($1,000,000) each occurrence (for bodily injury and for damage to property); including coverage for premises and operations, contractual liability, broad form property damage and products and completed operations and Three Million Dollars ($3,000,000) in the aggregate.

16.2 Cyber Liability Insurance. With coverage of not less than Three Million Dollars ($3,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access by an outside party, which may take the form of a "hacker attack" or a "virus" introduced by a third party; (ii) failure to prevent a party other than an insured from unauthorized access to, use of, tampering with or introduction of malicious code into data, programs or systems; and (iii) breach of Customer's data.

16.3 Policy Terms. Such insurance shall name Customer as an additional insured. A blanket endorsement or an additional insured endorsement evidencing the policy shall be provided to Customer upon execution. Julota shall provide Customer with written notice of any policy cancellation within thirty (30) days of the receipt of such notice. Julota shall obtain replacement insurance policies meeting the requirements of this Section 17.

17. GENERAL.

17.1 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement (and in the case of Julota, to the attention of the Chief Operating Officer) or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; three days after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.2 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State that the Customer is located, excluding its conflict of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts within the County of El Paso located in the State of Colorado. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Each party further hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

17.3 Dispute Resolution. Before initiating legal action against the other party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, each party may request that the other party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

17.4 Relationship of the Parties. The Parties to this agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

17.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Julota (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all SOWs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that, in the case of Customer, the assignment is not to a direct competitor of Julota. In the event that either Party assigns its rights or obligations hereunder, in violation of this Section, either Party may at its election, terminate this Agreement, provided it does so within sixty (60) days of the date that written notice of the assignment is provided to the non-assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.6 Entire Agreement. This Agreement, including all SOWs, exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any SOW, exhibit or addendum hereto, the terms of such SOW, exhibit, or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Further, notwithstanding the foregoing, terms of the SOW that conflict with or are inconsistent with this Agreement, which conflict with statutory or regulatory requirements will not control or supersede this Agreement and such terms will be deemed waived.

17.7 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

17.8 No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any third-party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17.9 Headings. The headings of the sections of this Agreement are for reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

17.10 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.11 Construction. This Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor or against any party.

17.12 Counterparts and Signatures. This Agreement and any SOWs, exhibits, addenda and amendments may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Each party may execute this Agreement and any SOWs, exhibits, addenda Exhibit or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Customer and its affiliates will not dispute the validity or authenticity of electronic signatures submitted to Julota by Customer or its affiliates, nor will Customer or its affiliates dispute the legal authority, validity or authenticity of those who sign with such electronic signatures to bind Customer and its affiliates. Electronic signatures by Customer and its affiliates, as well as signatures by either party transmitted by facsimile or electronically via PDF or similar file delivery method, shall have the same effect as an original signature.

17.13 Federal Government End Use Provisions. If Customer is a U.S. federal government end user, the Services are a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, these Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

Each party hereto has caused this Agreement to be executed by its authorized representative with effect from the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By:

____

Name: Scott A. Cravens

Title: CEO

Date Signed:

Colerain Fire Department, ("Customer")

By:

____

Name:

Title:

Date Signed:

EXHIBIT A

Statement of Work No. 1

Service and Fees

This Statement of Work No. 1 ("SOW") is entered as of the Effective Date by and between TouchPhrase Development, LLC d/b/a Julota ("Julota") and the Colerain Fire Department ("Customer"). Except as otherwise specifically provided herein, the terms and conditions of the Agreement between Julota and Customer are incorporated herein by reference. Any capitalized term used but not defined in this SOW shall have the meaning first assigned to it in the Agreement.

A. Term:

The term of this SOW is set forth in Appendix 1 to this SOW.

B. License and Deliverables:

1. Services: Julota will license to Customer access to a web-based and mobile integrated software for tracking services provided to Help Seekers on the Platform, which is called "Julota Reach." Customer and its authorized users may access the Services for the purpose of providing long-term Health Seeker contact, tracking, monitoring and care. Customer will, through the administration panel of Julota Reach, create and authorize new authorized users. Julota Reach software will allow Customer and its authorized users to communicate action steps necessary to integrate and coordinate the care of Help Seekers.
2. Authorized users: Authorized users may be individuals from Customer's organization or Care Teams and their employees. Customer may authorize an unlimited number of authorized users to access Julota Reach through Customer's license.
3. Usage and Storage: The amount of usage of the Hosted Services (not including enrollments) and data storage is unlimited.
4. Excess Hosted Service Usage Fee: $0
5. Service Levels: Julota will provide general support for Julota Reach as provided for in the SLA attached as Exhibit "B" to the Agreement.

C. Fees and Expenses:

1. Fees and expenses will be as provided in Appendix 1 to this Statement of Work.
2. **Payment:** All payments are due by 30 days from the date on the invoice. Payments should be made via ACH or wire. Please contact us for ACH/wire instructions. If ACH is unavailable, payment via check made payable to Julota will be accepted at the following address:

TouchPhrase Development, LLC (or TouchPhrase Development, LLC d/b/a Julota)
Attention: Accounting Department
327 Inverness Dr. South, Ste 101
Englewood, CO 80112

Contact: billing@julota.com

Julota may change the payment method provided it does so in writing to Customer. Payments not paid within 30 days of the date on the invoice will be charged at the lower of one and a half percent (1.5%) of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid, whichever is lower. Customer shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

D. **Schedule:**

Upon execution of the Agreement and this SOW, provided the fee for the Initial Term is paid upon execution of this SOW, Julota will commence the planning and execution of the Services with the intent of launching the Services for Customer by TBD.

E. **Service Changes:**

Julota reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to:

1. maintain or enhance (i) the quality or delivery of the Services for its customers, (ii) the competitive strength of or market for Julota's services, or (iii) the cost efficiency or performance of the Services; or
2. to comply with applicable Law.

Notwithstanding the foregoing, in no event will such Julota initiated changes result in increased cost to Customer during the term of this SOW.

Customer understands that daily and weekly Julota initiated changes may occur without advance notice and such changes are for the purpose of bug fixes and minor improvements.

During the term of this SOW, Julota shall provide to Customer at no additional charge the following:

1. any and all changes that it develops with respect to the Services, unless such changes are considered optional to the Customer and bear additional costs to Julota outside of costs for Julota initiated implementation and development;
2. any and all changes required by federal or state governmental, or professional regulatory mandates related to the Customer's use of the Services; and
3. the Documentation associated with any changes.

Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services. The Parties shall evaluate the requested changes and, if agreed, implement all such requested changes in accordance with a mutually agreed change order. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

F. Subcontractors:

Julota may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor")

G. On-Site Resources:

Any Julota personnel visiting Customer's facilities shall comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Julota upon request.

H. Customer Acknowledgments:

Customer shall be responsible for purchasing, acquiring and installing all hardware associated with the Agreement and this SOW. Customer shall also be responsible for all training. Julota has no responsibility related to any of the hardware, including, but not limited to, in-store hardware (iPads, cables, cases, etc.). Julota may advise Customer regarding proper deployment of Services, but such advice is without warranty and provided "As Is".

I. Definitions:

1. "Dataset Migration" is the process of selecting, preparing, extracting, and transforming data from one computer storage system to another."
2. "Monthly Active Client(s)" is a Help Seeker whose name has been added to the Hosted Services, through Customer's subscription to the Services, for a service, encounter or enrollment for a particular month.

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

TouchPhrase Development, LLC d/b/a Julota	**Colerain Fire Department, ("Customer")**
By:	By:
___________________________________	___________________________________
Name: Scott A. Cravens	Name:
Title: CEO	Title:
Date Signed:	Date Signed:

Julota® SaaS Agreement

Appendix 1 to the Statement of Work No. 1

This Appendix 1 to the Statement of Work No. 1 ("Appendix"), except as otherwise specifically provided herein, incorporates by reference the terms of the Agreement and the SOW. Any capitalized term used but not defined in this Appendix shall have the meaning first assigned to it in the SOW and, to the extent not defined in the SOW, then the meaning assigned to it in the Agreement.

The terms for Julota will provide the Services according to the following:

1. Term: The "Term" of the SOW shall be for one (1) year from the Effective Date (the "Initial Term"), after which date this SOW shall automatically renew for successive 1-year periods, not to exceed five (5) years (each, a "**Renewal Term**"), or until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.

2. Fees (the following fees do not include applicable taxes):

Name	Units	Price per Unit	Subtotal
One Time Fee Schedule			
Implementation Package Per Hub Includes: • Workflow understanding and guidance • 1 PDF Workflow Training Documents • 7 Days of Premium Launch Support • 2 Custom Form (up to 30 fields)	1	$3,650.00	$3,650.00
Simple Interface Implementation HealthEMS	1	$1,400.00	$1,400.00
			$5,050.00
Recurring Annual Fees Schedule (non-refundable)			
Julota Base Platform License Includes basic reports and data extractions Population Covered - Colerain Township - 58,698 lives	1	$4,850.00	$4,850.00
EMS/Social Services Hubs Colerain FD	1	$2,000.00	$2,000.00
Services CPP	1	$650.00	$650.00

Simple Interface Maintenance HealthEMS	1	$1,400.00	$1,400.00
Annualized Monthly Active Clients	80	$5.25	$420.00
Surveys Module	1	$1,000.00	$1,000.00
Forms Module	1	$1,000.00	$1,000.00
Clinical Module	1	$1,000.00	$1,000.00
			$12,320.00
Support Services			
Yearly Julota Essential Support Services • Support for ongoing configuration to platform • Help Desk access via web portal and email • Critical outage response within 1 hour on any business day or 2 hours for any non-business day • 1 video Training session (recorded) included	1	$5,600.00	$5,600.00
			$5,600.00

Subtotal	**$22,970.00**
Champion Discount	**-$6,000.00**
Total	**$16,970.00**

3. For the completion of the Dataset Migration, Customer is responsible for providing its “data dictionary,” which provides the name of the data fields in the old system, the definition of each data field, and the name of the field it is being moved to on Julota’s system.

4. If Customer exceeds the estimated number of Monthly Active Clients during a year, it will not be charged for additional Monthly Active Clients, but Julota reserves the right to adjust the fee for Monthly Active Clients in the following year.

5. At the end of the Initial Term and each Renewal Term, Julota may increase the charges set forth in this SOW. Julota agrees to notify Customer in writing at least sixty (60) days prior to any such price increase.

6. Additional services listed above may be purchased at any time by Customer by providing written notice to Julota requesting the additional services. The rates set forth above in the “Recurring Annual Fees Schedule” are valid if ordered during the Term for Non-Recurring Term subscriptions and during the Initial Term for Auto-Renew Term subscriptions. Thereafter, the rates will be at the then current rates set by Julota.

7. The fees in the "Recurring Annual Fees Schedule" are based upon anticipated usage for the first year of the Term and then based on anticipated or actual usage for any additional years following the first year of the Term.

8. The Data Warehouse services require a two-year commitment ("Data Warehouse Term"), which will commence on the Effective Date of the SOW. Regardless of the term of the Agreement or the SOW, if the Agreement or SOW terminate prior to the end of the Data Warehouse Term, Customer will remain responsible for the full cost of the Data Warehouse Term.

Each party hereto approves of an accepts the terms of this Appendix.

TouchPhrase Development, LLC d/b/a Julota	**Colerain Fire Department, ("Customer")**
By:	By:
___________________________________	___________________________________
Name: Scott A. Cravens	Name:
Title: CEO	Title:
Date Signed:	Date Signed:

EXHIBIT B

Service Level Agreement

In performing the Services for Customer, Julota's level of performance shall be at least equal to or exceed the Service Levels set forth in this Service Level Agreement (this "SLA") at all times during the Term of the applicable Statement of Work.

A. Definitions. Unless otherwise defined in this Addendum, the capitalized terms in this Addendum have the following meaning. Defined terms that are not defined in this Addendum will have the same meaning as in the Agreement.

1. "**Authorized User**" is a person who has been granted authority to use the Services by the Customer Representative.
2. "**Availability**" means that the Services are readily available to Customer and operating without material Error, excluding any Outages and "Low" level incidents (defined below).
3. "**Customer Representative**" means the single person that Customer has designated in writing to Julota to be its Customer Representative. Customer may change the Customer Representative by written notice to Julota. Only one person may be designated as Customer Representative at any time. In addition to the authority designated in this Addendum, the Customer Representative is awarded all rights designated to Authorized Users (e.g., the ability to contact the Support Desk). Only the Authorized Users may contact the Support Desk.
4. **"Emergency Maintenance"** means the downtime required by Julota for upgrading or maintaining the Services; provided, that Julota has given Customer at least twenty-four hours prior written notice of such downtime, provided that Emergency Maintenance does not exceed five (5) hours per month, and provided that Emergency Maintenance does not occur more than six (6) times per year.
5. "**Failure**" means any failure of Julota to meet a Service Level requirement; but excludes those failures attributable to a Force Majeure event.
6. "**Monthly Availability Percentage**" means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable calendar month, minus the total Outage time for that month, then divided by the total number of minutes.
7. "**Outage**" means the period (measured in minutes) that the Services are not readily available to Customer and/or are operating with material Error; but shall not include: (i) Scheduled Downtime (which will not exceed ten (10) hours in aggregate per month); (ii) emergency maintenance activities which will not exceed five (5) hours per month; (iii) periods of unavailability attributable to Customer's negligent acts or omissions; or (iv) Customer's failure to timely respond to Julota in connection with the resolution of any Problem.
8. **"Regular Release"** means releases of minor product updates for upgrading or maintaining the Services; provided that there shall be no more than two regular releases per week and downtime for these weekly releases does not exceed sixty (60) minutes for each release.
9. "**Scheduled Downtime**" means the downtime required by Julota for upgrading or maintaining the Services; provided, that (i) such downtime occurs between the hours of 22:00 MT USA and 5:00 MT USA (or such other hours that Customer has previously and specifically approved in writing); and (ii) Julota has provided five (5) business days prior written notice of such downtime. This may also be referred to as "Scheduled Maintenance". (iii) not to exceed 10 hours each month.
10. **"Support Desk"** is a resource that provides administrative support and technical support to Authorized Users.

B. Technical Support.

1. Contact Methods. Julota will make available to the Authorized Users two means of contacting the Support Desk: an email ("Support Email") and Web Portal.

1. 1. Email Support: Julota-Support@julota.com

2. 2. Web Portal: http://support.julota.com

2. User Support Hours. Unless otherwise stated, standard user support hours are Monday – Friday from 8 AM to 5 PM Mountain time with the exception of state and Federal holidays. In the event calls or emails are received outside of User Support Hours, Julota will address the Authorized User's query during User Support Hours with the exception of Critical events (as discussed below).

3. Technical support will be limited to the permissions of the Authorized User, which will be determined by the Customer Representative pursuant to the "Protocol Authorization Form," a sample of which is attached as "Annex A" in blank format. The permissions will be defined in the Protocol Authorization Form. The Protocol Authorization Form will set forth the Authorized User's permissions granted to him or her.

4. At the time that the Authorized User contacts the Support Desk, the Authorized Users permissions will be verified in order to determine the scope of support that may be granted. If an Authorized User does not have sufficient permissions (e.g., they are attempting to report an issue for an area that they do not have the authority to access, the event will be deemed unreported).

C. Severity Levels and Response Times. The following are a description of the service levels and the service level response times:

1. **Critical.** An incident with a severity level of "Critical" is defined as one that produces an emergency situation (e.g., system down) in which the Services are substantially or completely non-functional or inoperable. In the event of a Critical incident, the Authorized User shall contact the Support Desk to report the problem. If the reported event is Critical and outside of User Support Hours, the Authorized User shall contact the Support Desk via the hotline, which is monitored 24x7x365, excluding State and Federal holidays. The Support Desk will contact the Authorized User, who reported the incident within four (4) hours to diagnose and begin remediation of the event and will use commercially reasonable efforts to resolve the event as soon as is reasonably possible under the circumstances. Any Authorized User may contact the support desk to report a Critical incident, even if the issue in question relates to a portion of Julota that is not under the purview of the Authorized User's permissions. In this case, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.

2. **High.** An incident with a severity level of "High" is defined as one that produces a detrimental situation in which the Services are usable, but materially incomplete; performance (response time) of the Services is degraded substantially such that there is a severe impact on use under reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted. If the reported event is a High severity, the Support Desk will contact the Authorized User who reported the event within eight (8) User Support Hours to diagnose and begin remediation of the event, and will use commercially reasonable efforts to resolve the event with five (5) business days. Any authorized user may contact the support desk to report any issue, even if the issue in question relates to a portion of Julota that is not under the purview of the authorized user's permissions. Notwithstanding the foregoing, if the Authorized User that reported the event is not under the purview of the Authorized User's permissions, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.

3. **Low.** An incident with severity level of "Low" is defined as one that produces an inconvenient situation in which the Services are usable but do not provide a function in the most convenient or expeditious manner and the Authorized User suffers little or no significant impact. If the reported event is Low severity, Julota will attempt to resolve the event in a commercially reasonable manner in future maintenance releases. Only the Authorized User may contact the support desk to report the issue.

	Essential Services	Premium Services	Elite Services
Coverage	Business Hours	Business Hours	24/7
Response Time			
Critical	4 hours via hotline	2 hours via hotline	1 hour via hotline
High	2 business days via email or web portal	1 business day via email or web portal	1/2 day via email or web portal
Low	3 business days via email or web portal	1 business day via email or web portal	1 business day via email or web portal

D. Availability and Responsiveness Customer

1. **Monthly Availability Percentage**. Julota shall maintain Availability of the hosting Services in accordance with at least the following Monthly Availability Percentage (as defined in this **Exhibit B** below):

Monthly Availability Percentage
99.9%

2. **Failure to meet Monthly Availability Percentage**. In the event of a Failure by Julota to meet the Monthly Availability Percentage set forth above in any calendar month during the Term, Julota shall issue Customer a service credit (**"Service Credit"**) as follows:

Performance Level	Monthly Availability Percentage	Service Credit
1	Between 97% and 99.8%	2% of the monthly subscription fees paid in the month preceding the Failure.
2	Between 95% and 96.99%	3% of the monthly subscription fees paid in the month preceding the Failure.
3	Less than 94.99%	5% of the monthly subscription fees paid in the month preceding the Failure.

Customer shall have the right to immediately terminate this Agreement upon written notice to Julota if a) the Monthly Availability Percentage falls below 85% for one calendar month, or b) the Monthly Availability Percentage falls below 94.99% for two consecutive calendar months, or c) if the Monthly Availability Percentage falls below 94.99% for five or more calendar months per calendar year.

E. Plan Coverage

Coverage	Basic Services	Premium Services	Elite Services

Help Desk via Email/Portal Support (standard support hours)	X	X	X
Email Access via Email/Portal Support (standard support hours)	X	X	X
Training (one on one training: maximum 4 hours/month)			X
Post Implementation Development	X ($225/hour)	X ($175/hour)	X ($150/hour)
Telephone support from 8:00 am – 5:00 pm (Mountain time zone)		X	
Telephone support—24/7 dedicated phone line for all hub users.			X
Travel—if training not provided virtually			X (charged at cost)
10 Trusted Partners engaged, trained, on boarded, and supported once contract provided per year.			X

EXHIBIT C

Customer Trademark Guidelines

Julota ® Is a registered trademark of TouchPhrase Development, LLC

Connecting Your Community ® Is a registered trademark of TouchPhrase Development, LLC

EXHIBIT D

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“Agreement”) is entered into and effective effective on the date on which the last of the parties executes this Agreement (“Effective Date”) by and between the Colerain Fire Department (“Customer”) and TouchPhrase Development, LLC d/b/a Julota (“Business Associate”).

WHEREAS, Customer is subject to the “HIPAA Rules,” which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended; and

WHEREAS, Business Associate may maintain, transmit, create or receive Protected Health Information (“PHI”) of individuals in the course of providing services to Customer. A description of the services that Business Associate will perform for the Customer is set forth in the SaaS Agreement entered into between the parties.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI, all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and to comply with the HIPAA Security Rule (Subpart C of 45 CFR Part 164).

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Customer any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required by 45 CFR 164.410.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2) to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from, or created or received by Business Associate on behalf of Company agrees to the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate with respect to such information.

(f) To the extent that Business Associate maintains a designated record set on behalf of Customer, Business Associate agrees to provide access, at the request of Customer, as necessary to allow Customer to meet the requirements under 45 CFR 164.524.

(g) To the extent that Business Associate maintains a designated record set on behalf of Customer, Business Associate agrees to make any amendment(s) to PHI that the Customer directs as necessary for compliance with 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Customer available to the Customer, or at the request of the Customer to the Secretary, within a reasonable time of such request for purposes of the Secretary determining Customer's compliance with the HIPAA Rules.

(i) If Business Associate is required to make a disclosure of information because of a legal requirement, it will track such a disclosure and will provide information to Customer that would be necessary for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose.

(k) Business Associate agrees to alert Customer of any Security Incident of which it becomes aware.

(l) To the extent Business Associate is to carry out one of Customer's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Rules that apply to Customer in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer as requested by Customer provided that such use or disclosure would not violate the HIPAA Rules if done by Customer.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Customer as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of Customer

(a) Customer shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Customer shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Customer shall notify Business Associate of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Customer

Except as otherwise permitted by this Agreement, Customer shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until termination as set forth below.

(b) Termination. This Agreement may be terminated as set forth in the Software as a Service Agreement. In the event of termination or expiration of this Agreement, to the extent feasible, Business Associate will return or destroy all PHI received from Customer.

(c) Continued Safeguard of Information**.** Depending on the nature of Business Associate's Services, the parties may mutually agree that immediate return or destruction of the information is infeasible. Under such circumstances, Business Associate will extend the protections of this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed. The Business Associate's obligations to continue to safeguard PHI shall survive the termination of the Agreement.

7. Miscellaneous

(a) No Third-Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Customer to comply with the HIPAA Rules.

CUSTOMER

By:

____

Name:

Title:

Date Signed:

BUSINESS ASSOCIATE

By:

____

Name: Scott A. Cravens

Title: CEO

Date Signed:

PUBLIC SAFETY

Department: Administration

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion to Approve Change Order #7 - Pepper Construction - Fire Station 26 & 102 - $13,556.34
Recommend ADOPTION of the Motion.

Rationale:
This change order would account for minor project updates that were identified during construction. This includes updates to the lockers in the bays, kitchen hoods, and other code related changes.

Contingency Accounting:
Current:
Change Order 1: No change
Change Order 2: $33,845.22
Change Order 3: $117.36
Change Order 4: $121,269.62
Change Order 5: $58,535.00
Change Order 6: $0
Change Order 7: $13,556.34
New Contingency Total: $72,676.46

CONTRACT DOCUMENT CHANGE ORDER

PROJECT INFORMATION: Colerain Fire Stations 26 and 102 Construction
4200 Springdale Road
Colerain Township, Ohio 45251

CONSTRUCTION MANAGER: Pepper Construction Company of Ohio, LLC
100 Williams Street
Cincinnati, Ohio 45215

CHANGE ORDER NUMBER: 07

DATE: July 30th 2025

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 01/18/2023

CONTRACT FOR: Construction Manager

The Contract is changed as follows:

Pricing has been Approved on the Following: - Added Locker Top Brace for Station 102 - Robert Jones Plumbing: Furnish and install BFP at each Hose Reel required by code. - Peck Hannaford and Briggs: Relocated Kitchen Hood, Furnish Class K Fire Extinguisher, Bulletin 5 for Station 102 - Architect Sales: Furnish Class K Fire Extinguisher for Station 26. - Kerkan Roofing: Furnish and install Base Column Caps on Stations 102 and 26

Original Guaranteed Maximum Price:	$	1,899,647.00
Net change by previous change orders:	$	12,486,664.20
The Guaranteed Maximum Price prior to this change order:	$	14,386,311.20
The Guaranteed Maximum Price will be increased by this change order by:	$	13,556.34
The adjusted Guaranteed Maximum Price value after this change order:	$	14,399,867.54

The date of TCO Date resulting from this change order for Station 26 is 6/18/2025.
The date Substantial completion for station 102 is unchanged at 4/4/2025.

Not valid until signed by the Owner and Contractor.

Emersion Design	Pepper Construction Company - Ohio	Colerain Township - Ohio
ARCHITECT	CONTRACTOR	OWNER
310 Culvert St., Suite 100	100 Williams Street	4200 Springdale Road
Address	Address	Address
Cincinnati, OH 45202	Cincinnati, OH 45215	Colerain Township, OH 45251
BY: Digitally signed by Timothy M. Wiley DN: C=US, E=tim.wiley@emersiondesign.com, O=emersion DESIGN, CN=Timothy M. Wiley Date: 2025.08.21 08:55:32-04'00'	BY:	BY:
DATE: 08/21/2025	DATE:	DATE:

Pepper Construction Company
5185 Blazer Parkway, Suite 101
Dublin, OH 43017

July 30, 2025

Jeff Weckbach
Owner of Record
Colerain Township
4200 Springdale Rd
Colerain Township OH 45251

RE: **Colerain Fire Stations 26 & 102**
8282 Clara Ave.& 3955 Generation Dr.
Colerain Twp OH 45251
Change Request - 07

Dear Jeff Weckbach,

On July 23, 2025, Pepper Construction Company of Ohio, LLC received document(s) which would require Pepper Construction Company of Ohio, LLC to perform the following work that we consider extra to our Agreement:

Change Description: **Pricing has been Approved on the Following:**
- Added Locker Top Brace for Station 102
- Robert Jones Plumbing: Furnish and install BFP at each Hose Reel required by code.
- Peck Hannaford and Briggs: Relocated Kitchen Hood, Furnish Class K Fire Extinguisher, Bulletin 5 for Station 26
- Architect Sales: Furnish Class K Fire Extinguisher for Station 26.
- Kerkan Roofing: Furnish and install Base Column Caps on Stations 102 and 26

Proposed Adjustment: **13,556.34**

The terms of our Agreement preclude Pepper Construction Company of Ohio, LLC from performing any extra work without a signed Change Order as provided in the Contract. As a result, we are suspending activities associated with or affected by the aforementioned extra work pending receipt of a signed Change Order.

To facilitate the change process and avoid or minimize any impacts resulting from such suspension, we ask that you promptly sign this letter indicating your desired course of action by completing the following checklist. We will inform you of the additional time and time related impacts, if any, after we receive your direction in accordance with this letter.

Owner directs Contractor:
( ) to proceed based upon this commitment by Owner to sign a Change Order with the proposed adjustment;
( ) to continue to suspend its activities associated with and/or affected by such work while awaiting further direction from Owner;
( ) to resume the Work without incorporating the aforementioned change.

Colerain Township

____
Jeff Weckbach
Owner of Record

Notice of Change - PCO # 00223
July 23, 2025

Item	Description	Amount Proposed	Contractor
	Lockers - Added Locker Top Base	350.00	
	Plumbing - Added BFP at Each Hose Reel for Station 102	2,175.00	Robert Jones Plumbing Inc
	Plumbing - Added BFP at Each Hose Reel for Station 26	2,175.00	Robert Jones Plumbing Inc

00223	Hvac - PHB Added Class K Fire Extinguisher for Station 102	419.34	Peck Hannaford & Briggs Company
00223	Hvac - PHB Relocation of Kitchen Hood	655.00	Peck Hannaford & Briggs Company
00223	Hvac - Bulletin 5 Changes for Station 26	960.00	Peck Hannaford & Briggs Company
	Toilet Bath And Laundry Accessories - Added Class K Fire Extinguisher for Station 26	380.00	Architects Sales Inc
	Monument Siding - Furnish and install Base Column Caps for Station 102	2,878.00	Kerkan Roofing, Inc.
	Monument Siding - Furnish and install Base Column Caps for Station 26	2,878.00	Kerkan Roofing, Inc.
	Builders Risk	23.00	
	Builders Risk	22.00	
	General Liability	58.00	
	General Liability	59.00	
	Misc Tax	17.00	
	Misc Tax	17.00	
	Bond	36.00	
	Bond	36.00	
	SDI	82.00	
	SDI	83.00	
	Fee	127.00	
	Fee	126.00	
	Total Amount:	**13,556.34**	

Should you have any questions, please call me at 513-563-7700

Sincerely,
Pepper Construction Company of Ohio, LLC

Brian Letts
Project Manager

Cc: Brian Letts	Pepper Construction - Ohio	Project Manager of record	Fax #: 513-952-9059
Brett Harlow	Pepper Construction - Ohio	Superintendent of record	Fax #: 614 793-4465

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring Nuisance and Ordering Abatement
Recommend ADOPTION of the Resolution.

Rationale:
This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

2477 Bluelark Dr.	510-0063-0221-00
2936 Butterwick Dr.	510-0034-0207-00
3252 Deshler Dr.	510-0102-0170-00
7390 East Miami River Rd.	510-0044-0110-00
7163 Hunters Ridge Ln.	510-0044-0351-00
3291 March Ter.	510-0081-0446-00
3418 March Ter.	510-0081-0294-00
3167 Regal Ln.	510-0060-0126-00
2656 Royal Glen Dr.	510-0072-0304-00
2430 Springdale Rd.	510-0043-0033-00
3020 Struble Rd.	510-0033-0038-00
3126 Struble Rd.	510-0033-0078-00
7857 Tucson Ct.	510-0072-0387-00
12039 Wincanton Dr.	510-0011-0110-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 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 NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

Address	Book-Page-Parcel No.
2477 Bluelark Dr.	510-0063-0221-00
2936 Butterwick Dr.	510-0034-0207-00
3252 Deshler Dr.	510-0102-0170-00
7390 East Miami River Rd.	510-0044-0110-00
7163 Hunters Ridge Ln.	510-0044-0351-00
3291 March Ter.	510-0081-0446-00
3418 March Ter.	510-0081-0294-00
3167 Regal Ln.	510-0060-0126-00
2656 Royal Glen Dr.	510-0072-0304-00
2430 Springdale Rd.	510-0043-0033-00
3020 Struble Rd.	510-0033-0038-00
3126 Struble Rd.	510-0033-0078-00
7857 Tucson Ct.	510-0072-0387-00
12039 Wincanton Dr.	510-0011-0110-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 202_.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker,

Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC 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 - 2480 Clovercrest Dr. - 1 of 4
Recommend ADOPTION of the Resolution.

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

2480 Clovercrest Dr. Cincinnati, OH 45239

1. (OHIO) KEX6470, 1988, Black and Red, Chevrolet, Silverado

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 ________, 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 2480 Clovercrest Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0075-00 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 **2480 Clovercrest Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0075-00**

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 **2480 Clovercrest Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0075-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(OHIO) KEX6470, 1988, Black and Red, Chevrolet, Silverado**

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

3. The written notice shall contain the following information:

a. A general description of the vehicle to be removed;

b. A statement the Board has determined that the vehicle is a junk motor vehicle.

c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

e. A copy of this resolution.

4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

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

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

Vote Record: Ms. Ulrich _________, Mr. Unger_________ and Mr. Wahlert _________

ADOPTED this ________day of _________, 202_.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
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 - 2900 Geraldine Dr. - 2 of 4
Recommend ADOPTION of the Resolution.

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

2900 Geraldine Dr. Cincinnati, OH 45239

1. (OHIO) FOR3483, 1999, Yellow, GMC, School Bus
2. (NO PLATE) Unknown Year, Black, Unknown Make, Utility Trailer

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 ________, 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 2900 Geraldine Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0184-00 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 **2900 Geraldine Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0184-00**

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 **2900 Geraldine Dr. Cincinnati, OH 45239– Parcel ID 510-0074-0184-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO) FOR3483, 1999, Yellow, GMC, School Bus**
   B. **(NO PLATE) Unknown Year, Black, Unknown Make, 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 - 8209 Chesswood Dr. - 3 of 4
Recommend ADOPTION of the Resolution.

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

8209 Chesswood Dr. Cincinnati, OH 45239

1. (NO TAG) 1998, Green, Cadillac, Deville
2. (OHIO) JXD7324, 2012, White, Hyundai, Sonata
3. (OHIO) KEL8907, 2006, Grey, Honda, Civic

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 ________, 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 8209 Chesswood Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0184-90 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 **8209 Chesswood Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0184-90**

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 **8209 Chesswood Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0184-90** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO TAG) 1998, Green, Cadillac, Deville**
    B. **(OHIO) JXD7324, 2012, White, Hyundai, Sonata**
    C. **(OHIO) KEL8907, 2006, Grey, Honda, Civic**

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

3. The written notice shall contain the following information:

    a. A general description of the vehicle to be removed;

    b. A statement the Board has determined that the vehicle is a junk motor vehicle.

    c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

    d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

    e. A copy of this resolution.

4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

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

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

Vote Record: Ms. Ulrich _________, Mr. Unger_________ and Mr. Wahlert _________

ADOPTED this ________day of _________, 202_.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 8585 Sunlight Dr. - 4 of 4
Recommend ADOPTION of the Resolution.

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

8585 Sunlight Dr. Cincinnati, OH 45239

1. (OHIO) GYQ6951, 2007, Blue, Chrysler, Sebring

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 ________, 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 8585 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0254-00 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 **8585 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0254-00**

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 **8585 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0254-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO) GYQ6951, 2007, Blue, Chrysler, Sebring**

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

DEVELOPMENT

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

Resolution Approving or Denying BZA Case ZCE-25-7, Declaration of Abandoned Signage at 2539 W. Galbraith Rd.
Recommend ADOPTION of the Resolution.

Rationale:
The Board of Zoning Appeals held a public hearing on Case ZCE-25-7 on June 25, 2025 and voted to declare the subject sign in question is no longer associated with an active business or use and, under the provisions of the Zoning Resolution, is considered abandoned and classified as a public nuisance due to its potential to negatively impact the aesthetic value, safety, and overall quality of the surrounding area, contributing to property deterioration and blight.

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, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

APPROVAL OF RESOLUTION DECLARING ABANDONED SIGNAGE AND ORDERING ABATEMENT AT 2539 W. GALBRAITH RD., CINCINNATI, OH 45239, PARCEL NUMBER 510-0072-0409-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage abandoned at 2539 W. Galbraith Road, Cincinnati, OH 45239, Parcel Number 510-0072-0409-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-7 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to approve the resolution to declare the signage abandoned.

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

1. That this Board specifically finds and hereby determines that the signage on the said property is abandoned and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby orders the owners of said property to remove the abandoned signage. If said abandoned signage is not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within ten days after notice is given, the Zoning Administrator shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

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, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

DENIAL OF RESOLUTION DECLARING ABANDONED SIGNAGE AND ORDERING ABATEMENT AT 2539 W. GALBRAITH RD., CINCINNATI, OH 45239, PARCEL NUMBER 510-0072-0409-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage abandoned at 2539 W. Galbraith Road, Cincinnati, OH 45239, Parcel Number 510-0072-0409-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-7 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to deny the resolution to declare the signage abandoned.

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

1. That this Board specifically does not find nor determines that the signage on the said property is abandoned, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby does not order the owners of said property to remove the abandoned signage.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

DEVELOPMENT

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

Resolution Approving or Denying BZA Case ZCE-25-15, Declaration of Illegally Placed Signage at 9090 Pippin Rd.
Recommend ADOPTION of the Resolution.

Rationale:
The Board of Zoning Appeals held a public hearing on Case ZCE-25-15 on June 25, 2025 and voted to declare the subject sign in question as illegally placed and, under the provisions of the Zoning Resolution, is considered illegally placed and classified as a public nuisance due to its potential to negatively impact the aesthetic value, safety, and overall quality of the surrounding area, contributing to property deterioration and blight.

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, and Mr. Matthew Wahlert

Trustee _____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

APPROVAL OF RESOLUTION DECLARING ILLEGALLY PLACED SIGNAGE AND ORDERING ABATEMENT AT 9090 PIPPIN RD, CINCINNATI, OH 45251, PARCEL NUMBER 510-0054-0266-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of illegally placed signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage illegally placed at 9090 Pippin Road, Cincinnati, OH 45251, Parcel Number 510-0054-0266-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-15 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to approve the resolution to declare the signage illegally placed.

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

1. That this Board specifically finds and hereby determines that the signage on the said property is illegally placed and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby orders the owners of said property to remove the illegally placed signage. If said illegally placed signage is not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within ten days after notice is given, the Zoning Administrator shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

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, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

DENIAL OF RESOLUTION DECLARING ILLEGALLY PLACED SIGNAGE AND ORDERING ABATEMENT AT 9090 PIPPIN RD., CINCINNATI, OH 45251, PARCEL NUMBER 510-0054-0266-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of illegally placed signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage illegally placed at 9090 Pippin Road, Cincinnati, OH 45251, Parcel Number 510-0054-0266-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-15 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to deny the resolution to declare the signage illegally placed.

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

1. That this Board specifically does not find nor determines that the signage on the said property is not illegally placed, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby does not order the owners of said property to remove the illegally placed signage.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

DEVELOPMENT

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

Resolution Approving or Denying BZA Case ZCE-25-17, Declaration of Abandoned Signage at 9406 Pippin Rd.
Recommend ADOPTION of the Resolution.

Rationale:
The Board of Zoning Appeals held a public hearing on Case ZCE-25-17 on June 25, 2025 and voted to declare the subject sign in question is no longer associated with an active business or use and, under the provisions of the Zoning Resolution, is considered abandoned and classified as a public nuisance due to its potential to negatively impact the aesthetic value, safety, and overall quality of the surrounding area, contributing to property deterioration and blight.

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, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

APPROVAL OF RESOLUTION DECLARING ABANDONED SIGNAGE AND ORDERING ABATEMENT AT 9406 PIPPIN RD, CINCINNATI, OH 45231, PARCEL NUMBER 510-0051-0487-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage abandoned at 9406 Pippin Road, Cincinnati, OH 45231, Parcel Number 510-0051-0487-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-17 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to approve the resolution to declare the signage abandoned.

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

1. That this Board specifically finds and hereby determines that the signage on the said property is abandoned and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby orders the owners of said property to remove the abandoned signage. If said abandoned signage is not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within ten days after notice is given, the Zoning Administrator shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

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, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. __________

DENIAL OF RESOLUTION DECLARING ABANDONED SIGNAGE AND ORDERING ABATEMENT AT 9406 PIPPIN RD, CINCINNATI, OH 45231, PARCEL NUMBER 510-0051-0487-00, PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 65-25

WHEREAS, the Colerain Township Board of Trustees has adopted the Colerain Township Zoning Resolution under the authority granted to the Township under Section 519.02 of the Ohio Revised Code; and

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that, when the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Department has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing; and,

WHEREAS, following a public hearing and consideration of the staff report and all public comments, exhibits, and other materials submitted, on June 25, 2025 the Board of Zoning Appeals voted 5-0 to declare the signage abandoned at 9406 Pippin Road, Cincinnati, OH 45231, Parcel Number 510-0051-0487-00, and refer the case to the Colerain Township Board of Trustees; and

WHEREAS, following the declaration, the Zoning Administrator provided certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage at the expense of the property owner; and,

WHEREAS, Colerain Township Zoning Resolution Section 4.8.5 provides that any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage; and,

WHEREAS, in accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on Board of Zoning Appeals case ZCE-25-17 on August 12, 2025, and after consideration of the recommendation of the BZA, and all public comments, exhibits, and other materials submitted, voted___-___ to deny the resolution to declare the signage abandoned.

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

1. That this Board specifically does not find nor determines that the signage on the said property is abandoned, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Colerain Township Zoning Resolution Section 4.8.5.

2. That this Board hereby does not order the owners of said property to remove the abandoned signage.

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

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

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

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

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 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

DEVELOPMENT

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

Motion to Approve Updated Planning & Zoning Fee Schedule
Recommend ADOPTION of the Motion.

Rationale:
These updates are intended to make the Township's zoning and development fee structure more equitable, competitive, and reflective of the actual time and resources required for each type of review. The adjustments ensure fees are proportionate to the complexity of the work involved while aligning with regional standards to encourage quality development.

- A base fee has been added for non-residential construction to align more closely with residential construction fees. Previously, non-residential applicants were charged solely on a per-square-foot basis, meaning a project would need to exceed 3,500 square feet before reaching the equivalent of the current $350 residential fee, despite the fact that non-residential reviews are significantly more time-intensive. The updated structure applies a base fee plus a per-square-foot charge, creating a more equitable approach for all applicants.
- While our current fee for new residential construction is on the higher end compared to neighboring townships, the proposed rate would place us on the lower end of the regional scale. This keeps us competitive for attracting housing development while still recovering the Township's review costs. The adjustment also offsets increases to non-residential and accessory structure fees, resulting in a balanced overall schedule.
- In the last update, additions were combined with new construction fees, which resulted in higher charges than warranted. Since additions generally require less review time, their fees have now been set equal to accessory structure fees. The accessory structure fee has also been adjusted to $100 to better reflect the review time involved, which is approximately half that of a primary structure review, making the updated amount proportionate.
- To better align costs with review time, the per-square-foot rate for Master Signage Plans has been reduced from $2.50 to $2.00. This change keeps the process affordable, particularly for larger signs, while still covering staff analysis and plan review.
- A fee has been established for Administrative Waiver requests to reflect the staff time involved, which is comparable to Zoning Verification Letters and Minor Modifications.
- For standard zoning district map amendments, the process includes two public hearings: one before the Zoning Commission and one before the Board of Trustees. The revised fee structure charges $500 per hearing, consistent with the rates for Variance and Conditional Use cases, which also require extensive staff analysis, mapping, and report preparation. Charging per lot has been eliminated, as review time is not dependent on the number of parcels. Finally, the fee for these types of Map Amendments was previously $1,000, so we are simply returning to that previous fee.
- Major Modification applications no longer require Zoning Commission review, making the previous $1,500 fee disproportionate. The updated fee is $500, consistent with other Board hearings such as Variances and Conditional Uses. Minor Modifications, which are now handled entirely by staff without a hearing, have been aligned with Administrative Waiver fees to reflect the reduced process.
- The fee language for multiple cases heard at the same BZA meeting has been clarified to avoid any misunderstanding about how the charge is applied.
- The $150 public notice fee has been removed. Recent changes to the Ohio Revised Code have significantly reduced the cost of public notification, eliminating the need for a separate charge. The minimal remaining costs are now incorporated into the overall application fee.

PLANNING & ZONING
FEE SCHEDULE

Description	Fee	
Primary Structure or Addition	**New Residential or Mixed:** $200.00 + $50.00 / unit **Addition to Residential or Mixed:** $100.00	**Non-Residential:** $200.00 + $0.10 / ft^2 *Both New and Addition. Cap: $2,500.00 / structure*
Accessory Use or Structure	**Accessory Use:** $50.00 / year	**Accessory Structure:** $100.00
Temporary Certificate	**One-Time Special Event:** $100.00 / event *Up to 7 days, includes related signs and structures*	**Temporary Sign or Structure:** $5.00 / day *Per Sign or Structure*
Master Plan	**Master Use Plan:** $200.00 **Master Parking Plan:** $200.00	**Master Signage Plan:** $200.00 + $2.00 / ft^2 *of new or modified signage area*
Administrative Review	**Zoning Verification Letter:** $200.00 *Up to 3 contiguous parcels in the same zoning district*	**Non-Conforming Use Certificate:** $200.00 **Administrative Waiver:** $200.00
Lot or Map Modification	**Lot Split:** $100.00 / new lot created	**Map Amendment:** $1,000.00 *Non-Planned District*
Planned District Review	**Initiation Process:** $2,000.00 + $200.00 / acre *Cap: $5000.00. Includes Map Amendment, PDP, and FDP*	**Major Modification:** $500.00 **Minor Modificationt:** $200.00
Board of Zoning Appeals	**Single Case:** $500.00	**Multiple Cases:** + $250.00 per additional case *Cases must be initiated at the same hearing*
Printed Materials	**Current Applications:** $0.00 **Public Records:** $0.10 / page	**Small Format:** $10.00 / page *11x17* **Large Format:** $30.00 / page *Larger than 11x17*

NOTES

- Applications must be submitted digitally. Digital applications can be made in person. Make checks payable to: **Colerain Township Board of Trustees.**
- All fees are non-refundable, irrespective of the final decision on an application or case, and must be submitted in full before the review process begins.
- Initiating work without first obtaining the necessary zoning approvals will result in a penalty fee equal to twice the standard amount listed on this schedule.
- **Accessory Uses** include mobile food services, home occupations, and charitable donation bins. Renews January 1st of each year. Not pro-rated.
- **Accessory Structures** include ADUs, decks, garages, sheds, carports, solar panels, fences, residential driveways, pools and similar.
- **Temporary Sign or Structure** includes portable restrooms, portable dumpsters, tents, temporary signs, and similar.
- Only one side of multi-sided signs is counted for fees. Off-premise and Placemaking Art Signs are charged the same as Master Signage Plans.
- **Planned District Process** includes: Informal Concept Review, Map Amendment, Preliminary Development Plan, and Final Development Plan.
- **Open Space Development Review** shall have the same fee as the Planned District Review Process, and shall have a cap of $5,000.00 total.

Fees Effective August 27, 2025

Colerain Township Planning & Zoning • 513-385-7505 • 4200 Springdale Rd. • 8:00 A.M. - 4:30 P.M. M-F

ADMINISTRATION

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

<u>Motion to Set Public Hearing for Taylor Glen Phase 2 Lighting District for September 9, 2025 at 6pm at 4200 Springdale Road</u>

Recommend ADOPTION of the Motion.

<u>Rationale:</u>

The Township received petitions from the property owner to have a lighting district established at Taylor Glen. A public hearing is required by the Trustees after receipt of petitions.

COLERAIN
TOWNSHIP - OHIO

CERTIFICATION BY PETITION PRESENTER

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

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

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

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

Print Name: Graham S. Parlin

Signature: Graham S Parlin Date: 8/7/25

4200 Springdale Road | Colerain Township, OH 45251 | phone 513-385-7500 | fax 513-245-6503 | Colerain.org

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

Subdivision or other proposed lighting district identifying name **Taylor Glen Phase 2**

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

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

Approximate cost per home is **$6.62** a month/ **$79.44** a year to be assessed to your property taxes. These fees are to be assessed annually to your property taxes.

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

Name(s)	Address	Parcel Number	Frontage
Owner Signature: [signature]		Date: 8/7/25	

PARCELS:

510-0113-0435

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

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

Rationale:
Adoption of this Resolution would result in changes in appropriations for five Funds:

Fund 2081 (Police District) - increase appropriations by $32,510, to $11,975,880, in order to replace a cruiser that was struck and deemed totaled.
Fund 2274 (American Rescue Plan) - increase appropriations by $6.41, to $6.41, in order to return those funds to the U.S. Treasury and close out the grant.
Fund 2901 (TIF- Kroger) - increase appropriations by $132,208, to $458,708, in anticipation of resources exceeding what was originally budgeted and allowing for increased debt service on the bonds for the project.
Fund 2905 (TIF- Northridge) - decrease appropriations by $51,937, to $83,064, to align appropriations with forecasted revenue.
Fund 2915 (TIF- Lake Gloria) - decrease appropriations by $166,467, to $16,033, to align appropriations with forecasted revenue.

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

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

Trustee _____________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS FOR THE YEAR 2025

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of permanent appropriations for the year ending December 31, 2025, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	APPROPRIATIONS
1000	General	9,392,455
2011	Motor Vehicle License Tax	758,922
2021	Gasoline Tax	792,958
2031	Road and Bridge	2,304,815
2081	Police District	11,975,880
2111	Fire District	17,787,010
2181	Zoning	516,021
2231	Permissive Motor Vehicle License Tax	871,944
2261	Law Enforcement Trust	211,100
2271	Enforcement and Education	2,000
2274	American Rescue Plan	6.41
2281	Ambulance And Emergency Medical Services	1,469,938
2401	Special Assessment - Lighting Districts	165,360
2402	CDBG Sidewalk Maintenance Fund	30,000
2901	TIF - Kroger	458,708
2902	Recycling Incentive	112,475
2903	TIF - Colerain Towne Center	528,406
2904	TIF - Duke	205,000

2905	TIF - Northridge	83,064
2906	Sidewalk Waiver	34,949.99
2907	TIF – Dunlap Grove	133,000
2908	CDBG Com Dev Block Grant	100,000
2909	One Ohio Opioid Settlement	50,000
2910	TIF - Zillig	29,000
2911	Parks & Services	1,356,505
2912	Community Center	326,999
2913	TIF - Abbeytown	290,000
2914	TIF - Hunters Ridge	67,000
2915	TIF - Lake Gloria	16,033
2916	TIF - Crosley Meadows	274,141
2917	TIF - Copper Creek	35,289
2918	TIF - Pottinger	-
2919	TIF- Staverman Farms	-
3101	Bond Retirement	732,175
4101	Capital Project- Fire Fund	1,607,830
6001	Self-Insurance Fund	2,668,066

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

Vote Record: Mrs. Ulrich _______, Mr. Unger _______, Mr. Wahlert _______,

ADOPTED this ______ day of August 2025.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Daniel Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker,
Fiscal Officer

Resolution 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 August 2025. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

____
Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

Discussion and direction on updates to the Township Policy Book
Staff seeks direction on this issue.

Rationale:
Staff strives to manage policy, as adopted by the Board of Trustees. The adopted Policy Book serves as a foundation for day-to-day management of the organization. A policy book for Colerain Township that compiled all existing policies and consolidated practices across departments was recently adopted in 2024. Throughout the past year, staff has cataloged various policy issues and questions that require clarification. These updates and other policies for potential inclusion include:

- Policy 1.6 Employee Evaluation Policy: Clarifies that if a department has their own probationary evaluation process that it would supersede the township policy.
- Policy 1.7 Insurance and MERP Policy: Updates the IRS Guidelines to "current" thresholds so that the policy does not need to be updated every time it changes. Also adds a "vesting" or clawback period for Health Savings Account contributions from the Township should an employee leave the organization through resignation (not including by disability or retirement) or discharge. The unvested, pro-rated funds will be given back to the township.
- Policy 1.8 Paid Time Off Policy: Adds an exception that any new employee hired on November 1st of the current year can roll over any Personal Time into the next calendar year.
- Policy 1.12 Employee Discipline Policy: Adds language to grievance procedures that specifies that discipline that does not create a wage loss (verbal counselings, written warnings and written reprimands) are not grievable.
- Policy 1.22 Telecommunications Policy: Adds positions that are reflected in the staffing plan.
- Policy 2.19 Declared Disaster Work Force Policy: New policy that provides an extra layer of protection when applying for FEMA reimbursements.
- Policy 2.2, 3.7 and 4.10 all reference "current" Ohio Revised Code requirements for public notices and bidding thresholds so that the policies do not have to be updated every time these change.

1.12 COLERAIN TOWNSHIP
EMPLOYEE DISCIPLINE POLICY

PURPOSE

All Township policies are expected to be followed by all Township employees at all times. Employee discipline is intended to be a corrective action that allows the Township and employee to be made aware of their violation of policy in order to correct behavior and improve performance. Progressive discipline also provides the Township, its elected officials, administrators, and department directors with the tools necessary to take action that may lead to ~~termination~~discharge.

TOWNSHIP RULES

1. The Township has established certain rules which it considers necessary to ensure the orderly and efficient conduct of its business and to provide a good place to work for all employees. Everyone is expected to obey these rules and to use good judgment in honoring their intent.
    a. In addition, employees are expected to obey department-specific rules and regulations (Standards of Operation) and to use good judgment in honoring their intent.
    b. These rules apply equally to employees working on Township property and those working away from Township property.

2. These rules do not impose any contractual obligation on the Township and are not intended to include all possible grounds for discipline. They simply establish general rules which are accepted as proper at any place of employment.

3. Group I Offenses
    a. There are certain major offenses which will almost always result in ~~termination~~discharge. A non-exhaustive list of examples of such offenses are:
        i. Violation of Township's Drug and Alcohol Policy.
        ii. Violation of the Township's Key Policy.
        iii. Violation of the Township's Harassment Policy.
        iv. Insubordination, which is the intentional refusal or failure to obey a lawful order from a supervisor or refusal to perform expected work duties.
        v. Failure or refusal to perform assigned work.
        vi. Theft.
        vii. Work-related dishonesty.
        viii. Falsification of records, or supplying falsified information (payroll, employment application, medical, insurance, timecard, production records, leave forms etc.).
        ix. Removing or attempting to remove property belonging to the Township, a resident, supplier, or employee, from the premises without proper authorization.
        x. Abusive horseplay.

xi. Intentional abuse or destruction of property belonging to the Township or an employee.
xii. Sleeping on duty (except as written department procedures allow).
xiii. Engaging in violent or threatening behavior.
xiv. Violation of the Township's Dangerous Weapons Policy.
xv. Reckless conduct which threatens or results in injury to person or property.
xvi. Deliberate interference with production or with the work of another employee.
xvii. Offering to take, or taking, a bribe or kickback of any kind in connection with work.
xviii. Refusal to use required safety equipment or follow required safety rules.
xix. Inducing or attempting to induce a Township employee to commit an unlawful act, or to act in violation of any Township or department-specific rule, regulation, or order.
xx. Immoral or indecent conduct during work hours, conviction of a felony, or conviction of a misdemeanor involving moral turpitude.
xxi. Fraud.
xxii. Any other conduct that brings discredit upon the Township or is a direct hindrance to effective performance of Township government.

4. Group II Offenses
   a. These offenses are of the kind which may be corrected by counseling, discipline, or both. However, depending on the circumstances and the employee's prior record, a violation may result in more serious disciplinary action, up to and including ~~termination~~discharge.
      i. Poor work performance.
      ii. Horseplay.
      iii. Use of rude or obscene language.
      iv. Any behavior that creates a disruption in work such as practical jokes or purposefully withholding information from colleagues that is necessary to accomplish their work.
      v. Violation of safety rules or failure to report defective equipment or safety hazards.
      vi. Failure to complete records promptly and accurately.
      vii. Misuse of Township property, including waste of materials.
      viii. Tardiness in returning from lunch or break periods.
      ix. Neglect of job duties.
      x. Negligent abuse or destruction of property belonging to the Township or an employee.
      xi. Failure to punch in or out.
      xii. Excessive garnishments.
      xiii. Inappropriate dress or grooming.
      xiv. Excessive absence or tardiness, especially frequent Monday or Friday absences.
      xv. Accumulation or abuse of Compensatory Time or Overtime without Department Director's approval.
      xvi. Any conduct unbecoming a Township employee or other failure of good behavior, including and not limited to criminal indictments for minor offenses.

DISCIPLINARY ACTION

1. Township disciplinary action may include any of the following, in any order. The following list of possible disciplinary actions does not alter the at-will nature of non-contract employees' employment, and the Township, in its sole discretion, may take any disciplinary action it deems appropriate (e.g., discharging an employee for a first offense).
   a. Verbal Counsel - Supervisors or Department Directors may utilize verbal counseling as an appropriate disciplinary response, depending upon the incident and extent of the rule, policy, or procedure violation. Best practice for this form of disciplinary action is for Supervisors or Department Directors to document the discussion in their notes as a personal record of the account.
   b. Written warning - Supervisors or Department Directors may issue written warning as a means of recording the supervisory response to a violation of department or Township rule, police, or procedure. The employee must receive notice of the warning and demonstrate acknowledgement of the warning, via technology or signature.
   c. Written Reprimand – Supervisors or Department Heads may issue employees a written reprimand. A copy of the written warning should be signed by the employee and placed in the employee's personnel file.
   d. Suspension - A Department Director may suspend, without pay, any employee for such length of time as he or she considers appropriate.
      i. The Township Administrator shall be furnished a written statement specifically setting forth reasons for such action, and a copy shall be forwarded to the affected employee upon written request.
   e. Demotion - A Department Director, with consent of the Township Administrator and notification to the Trustees, may demote an employee for disciplinary purposes.
      i. Demotion is only to be used as a form of discipline for those employees in which a lower classification is available. The Township Administrator shall be furnished a written statement setting forth the reasons for such action, and a copy shall be forwarded to the affected employee upon written request.
   f. Discharge - The Township Trustees may discharge any employee for disciplinary purposes. The reasons for discharge must be documented in written form and maintained according to the Township's Record Retention Policy. A discharge letter must be served upon the employee in person or by sending a copy by certified mail, return receipt, to employee's residence with a return of service being filed with the Board of Trustees. Discharged employees are expected to immediately return all Township property.

GRIEVANCE PROCEDURE

All organizations have misunderstandings, differences of opinions, and concerns. The Township believes that timely, open discussion among parties is the best way to resolve such situations through a formal grievance process. Documented verbal counseling and written warnings are not considered disciplinary action and therefore are not subject to the grievance procedure. Written reprimands, while considered disciplinary in nature, are also not subject to the grievance procedure, as they are issued only after prior management interventions or in response to a violation of established policy. The following procedures shall be followed for these situations.

1. It is important that all employees read and understand the following procedure. This is the method to have any dispute or complaint about an individual's employment resolved.

2. This specifically includes disputes about any policy, procedure, or rule in this manual, as well as any other claim or complaint in any way related to an individual's employment, including discipline or termination. (Employees whose employment is covered by a collective bargaining agreement shall use the grievance procedure specified in the applicable collective bargaining agreement to resolve grievances.)
    a. Step 1—Immediate Supervisor. An employee should thoroughly discuss an issue with their immediate supervisor. Most issues will be resolved at this level.
    b. Step 2—Department Director. If informal discussion with the immediate supervisor does not resolve the matter (or an employee has elected not to informally discuss the matter with their immediate supervisor), an employee may present the issue in writing to their Department Director no later than five (5) working days after the incident.
        i. If an employee does not present a written appeal to his or her Department Director within five (5) working days of the incident, the issue is considered formally closed and not subject to further appeal or other consideration under this procedure.
        ii. Within five (5) working days after receipt of the written complaint, the Department Director will issue a written response, meeting with the parties as needed.
    c. Step 3—Township Administrator. If the written response from the Department Director does not resolve the matter, the employee may, within five (5) working days after receipt of the Department Director's response, appeal the matter in writing to the Township Administrator. Within five (5) working days after receipt of the appeal, the Township Administrator or designee will issue a written response, meeting with the parties as needed.
    d. Step 4—Township Board of Trustees. If the written response from the Township Administrator does not resolve the matter, the employee may, within five (5) working days after receipt of the Township Administrator's response, appeal the matter in writing to the Township Board of Trustees. An appeal to the Township Board of Trustees must include the following:
        i. The employee's name and signature.
        ii. A statement about whether the employee requests a hearing before the Board of Trustees.
        iii. A complete description of the incident giving rise to the grievance or appeal.
        iv. A complete explanation of why the issue or decision being appealed should be modified, reversed, or disaffirmed.
        v. Rule, regulation, or policy alleged to have been violated.
        vi. A copy of all documents or other evidence that supports the employee's grievance or appeal.
        vii. And a statement of the desired remedy or resolution sought by the employee.
    e. If the employee is appealing the termination of his or her employment, the Township Board of Trustees will hold a hearing within 60-days, unless the employee requests an extension or requests that no hearing be held. The Township Board of Trustees may in its sole discretion elect to have a hearing for other employee appeals or grievances. The following hearing procedure will apply:

i. Hearings will be closed to the public, unless the employee requests otherwise.
ii. The Board of Trustees will review all written material.
iii. The Board shall hear all evidence from the Department Director, Township Administrator, Supervisor, or other relevant persons and their counsel if present.
iv. The employee may have counsel present at the hearing (at their own expense). The Board requests that an employee notify it in advance if they plan to have counsel present at the hearing.
v. The Board shall allow the employee, if present, and their counsel, if present, to answer any charges or present evidence in support of the appeal.
vi. The Board will examine all pertinent and relevant information.

f. Within 30-days after the conclusion of the hearing (or, if no hearing is held, within 45-days after an appeal is filed under Step 4), the Township Board of Trustees will issue a written response, affirming, disaffirming, or modifying the appeal or disciplinary action. The Township Board of Trustees has the final authority in resolving an issue or dispute raised by an employee.

3. To Appeal a Suspension or Demotion
   a. An employee who wants to appeal a suspension or demotion must start the appeal at Step 3, above.
      i. An employee who is appealing a suspension or demotion must submit a written appeal to the Township Administrator within five (5) working days after the employee was informed of the suspension or demotion.
      ii. If the written response of the Township Administrator does not resolve the matter, the employee may, within five (5) calendar days after receipt of the Township Administrators' response, appeal the matter in writing to the Township Board of Trustees under Step 4, above.

4. To Appeal ~~the Termination of Employment~~a Discharge
   a. An employee who wants to appeal the decision to terminate the employee's employment must start the appeal at Step 4, above.
      i. An employee who is appealing their termination must submit a written appeal to the Township Board of Trustees within five (5) working days after the employee was informed of the termination.

5. Failure to Appeal Results in Waiver
   a. If an employee fails to timely present their dispute in writing to the Department Director under Step 2, to the Township Administrator under Step 3, or to the Township Board of Trustees under Step 4, the employee has waived any right to appeal and the matter will be considered resolved.

6. Remedies
   a. An issue or dispute raised by an employee may be fully remedied by this procedure. Such remedies include, where warranted and by way of example only, assignment to a particular job, reinstatement to employment, back pay and benefits, and other appropriate remedies.

1.22 COLERAIN TOWNSHIP TELECOMMUNICATION POLICY

PURPOSE

Colerain Township provides telecommunication devices to help facilitate effective and efficient services to its residents and taxpayers. For the purpose of this policy, the term "telecommunication" describes all Township-owned communication devices including desk phones, mobile phones, and pagers. The devices are the property of the Township and their purpose is to facilitate Township business.

USE OF TELECOMMUNICATIONS

The Township-issued telecommunication equipment is intended for official business use. While occasional personal use is permitted, it must be responsible and it must be clearly incidental to business use. Employees must reimburse the Township for any costs associated with personal use of Township-issued telecommunication equipment.

1. Non-exempt employees who are issued Township mobile phones are required to carry the mobile phones while on duty. Calls placed on a Township issued mobile phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
    a. Elect to accept a taxable monthly stipend in lieu of carrying a Township issued cell phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a Township cell phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own mobile equipment.

2. Exempt employees who are issued a Township mobile phone are expected to carry the mobile phone with them at all times. Calls placed on a Township issued mobile phone are intended for Township purposes. Employees should practice discretion when making personal calls. Employees may:
    a. Elect to accept a taxable monthly stipend as the Township will not issue a mobile phone. Employees accepting the monthly stipend are responsible for meeting credit requirements for their chosen carrier. Failure to meet those requirements will result in the employee being issued a Township mobile phone and participating in the normal Township plan. Employees accepting the stipend are required to keep their account status up to date and be accessible by the Township on the provided number. Failure to be accessible by the Township will result in a forfeiture of the stipend amount and the employee being issued a

Township mobile phone and participating in the normal Township plan. Employees accepting the stipend are required to provide and maintain their own mobile equipment.

DATA CONNECTIVITY SERVICE

1. Under some circumstances, employees who are issued Township mobile phones may be provided with a data connectivity account. Usage of the data connectivity account on Township issued telecommunication equipment is intended for Township purposes to enhance the employee's performance of their job function. Acceptance of a data connectivity circuit constitutes acceptance of the Township Computer Usage Policy for this telecommunications data connection. Employees may Decline the addition of a data connectivity account to their telecommunication equipment.

STIPEND AMOUNT AND ELIGIBILITY

Eligible employees are entitled to a monthly stipend in the amount delineated below, per job classification. This reimbursement will be included in the second payroll of each month. There are two potential stipend amounts for employees based on the following logic:

a. $60 per month: Employees who receive this stipend amount are expected to answer calls, texts, and emails on their phone and occasionally outside of general work hours.

b. $35 per month: The employees are expected to be available via phone call or text message during work hours and occasionally outside of work hours (for call ins due to snow emergencies or other events). While an employee may opt to still check and respond to emails outside of work hours, these employees are not expected or mandated to do so.

1. Eligible employees at the $60 per month level include:
   a. Township Administrator
   b. Assistant Township Administrators
   c. Fire Chief
   d. Police Chief
   ~~e. Finance Director~~
   ~~f.~~e. Public Services Director
   f. Assistant Public Services Director
   g. Facility Manager
   h. Development Director
   i. IT Director
   j. Police Lieutenants
   k. Public Information Officers and Communications Specialist
   l. Assistant Fire Chief
   m. Fire Battalion Chief
   n. Fire Division Chief
   o. Administrative Fire Captains
   p. Fire Inspector

q. Events Coordinator
r. Fleet Manager
s. Finance Manager
~~s.~~t. Superintendent of Public Services

2. Eligible employees at the $35 per month level include:
   a. Roads Supervisor
   b. Parks Supervisor
   c. Maintenance Workers
   d. Code Enforcement Officer
   e. Code Enforcement Specialist
   f. Police Sergeants
   g. Police Officers*
   h. Fleet Mechanic II
   i. EMS Coordinator
   j. Fire Part-time Public Educator
   k. Community Paramedic
   l. Fire Executive Administrative Assistant
   m. Fire Captains
   n. Fire Lieutenant
   ~~o. Facility Manager~~
   o. Missing Persons Scribe
   p. Human Resources Specialist

*Limited to Detectives, School Resource, Traffic Safety and Environmental Crimes Officers and Officers in Charge

REGULATIONS ON USE

1. While at work employees are expected to exercise the same discretion to limit personal calls whether using Township issued mobile phones, personal mobile phones, or Township-owned desk phones. Excessive personal calls during work hours, regardless of the phone used, is unacceptable.

2. Repeated non-compliance with this policy shall result in progressive discipline including, but not limited to, loss of stipend.

3. Employees should be aware that all communication involving Township business is subject to the Freedom of Information Act. Failure to produce business related records from their Township issued or personal device shall be considered a breach of the Township's Record Retention Policy and subject to disciplinary action.

COLERAIN
TOWNSHIP ~ OHIO

2.2 COLERAIN TOWNSHIP PURCHASING POLICY

PURPOSE

In the course of general business and operations, Colerain Township will be required to make various purchases of goods and services. This policy outlines the rules and requirements that all Township employees and elected officials must follow in order to make a purchase. This policy is intended to conform with State of Ohio law and best practices for government procurement.

GENERAL PURCHASING PROCESS

The process of making a purchase shall generally be as follows:

1. Obtain a price for the purchase consistent with Township procurement section of this policy;
2. Identify whether the funds have been budgeted for the purchase;
3. Open a PO or SBC for the purchase;
4. Proposal or contract for the purchase is signed by Township Administrator or designated Acting Administrator as identified in a personnel order;
5. Purchase is made as delegated by the Board of Trustees (as a reminder, the Township is exempt from sales tax);
6. Invoice is processed and paid.

GENERAL PRACTICES: PROCUREMENT

Employees will use the following standards when securing pricing for purchases.

- There are no special procurement practices for purchases under $2,500.
- Unless exempted below, a demonstrable attempt must be made to gather three price quotes for purchases between $2,500 and ~~$50,000~~up to the Ohio Revised Code current public bidding threshold amount.
- Any purchase at or above the Ohio Revised Code current public bidding threshold amount ~~over $50,000~~ must go out for competitive bid, consistent with the provisions of the competitive bidding section of this policy.

There are several exemptions to the procurement rules stated above. The ~~below list~~list below demonstrates all items that are exempted from general procurement practices per state law via Ohio Revised Code (ORC) section 307.86. In general, Colerain Township will, as a matter of best practice, obtain a minimum of three quotes on these items, even if they are exempt from competitive bidding.

1. Any State of Ohio Department of Administrative Services contract
2. Any State of Ohio Department of Transportation contract
3. Accounting Services
4. Architectural Services

5. Attorney Services
6. Physician Services
7. Appraisal Services
8. Professional Consulting Services
9. Sole source vendors or items (with proper documentation)
10. Land purchases and sales through the Colerain CIC
11. Any jointly purchased item per Ohio Revised Code section 9.48

GENERAL PRACTICES: PURCHASE ORDERS

As part of the purchasing process, the Ohio Revised Code (ORC 5705.41 (D)) requires that a Purchase Order (PO) with a certificate from the Fiscal Officer stating that funds are available must be created prior to the incurrence of an expense. In short, before a purchase is made or a contract is signed, a PO must be processed by the Fiscal Officer. On all Township POs, the Trustees or their designee must approve the PO. When the Trustees' purchasing policy is followed (i.e. the appropriate level of authorization has been received), the purchase order will be deemed to be approved once the Fiscal Officer has signed as certifying the availability of funds.

There are three types of purchase orders, which all contain the Fiscal Officer's certificate of available funds and can be applied toward purchases:

Regular Purchase Order (PO)

A PO is issued when the purchase of specific items is planned from one vendor. It can be used for any amount and can be over multiple appropriation account codes. It is valid until the contract is fulfilled or canceled. To cancel the remaining balance on a PO, one should indicate that the PO should be closed on the final invoice.

Regular POs can be used for the same vendor for several invoices worth of purchases.

Super Blanket Certificates (SBC)

A SBC can be opened for any amount and can be used on multiple vendors. They are valid until the end of the fiscal year and are restricted to one appropriation line. The following are acceptable SBC purchases:

- Architectural Services
- Attorney/Legal Services
- Consultant Services
- Professional Engineering Services
- Fuel oil and gasoline
- Food items
- Roadway materials
- Utilities
- Any other specific expenditure that is a recurring and reasonably predictable operation expense and is exempt from competitive bidding

Then and Now PO

- To the extent possible, these should be used only in emergency situations**.** This means that the situation must be unforeseen, unplanned, and requiring immediate action, such as the towing of a broken-down vehicle, not routine vehicle maintenance. A Then and Now PO is used for purchases where prior certification of funds was not able to be obtained before the contract or order involving the expenditure of money was made.

Opening a Regular Purchase Order, Then and Now Purchase Order, or Super Blanket Certificate

To open a purchase order, departments must send a requisition request to the Finance Specialist, Accounting Specialist, or Public Safety Administrative Assistant assigned to said department. This request should include the vendor name, dollar amount, line item code, and include the Department Head's signature. Prior to requesting a PO, the Department Head should ensure that there are sufficient appropriations available to support the PO. It is prudent to have at all times an open POs or SBCs with a sufficient balance to cover your regular monthly expenses (electric, telephone, etc.) and to open a new PO or increase an existing PO when your balances are getting low.

The Township Administrator can approve any PO that is $2,500 or less per ORC 507.11 (A). Any PO that exceeds that amount must first be reviewed by the Township Administrator, who will initial the PO, and then be approved by signature of the Fiscal Officer and two of the three Township Trustees.

GENERAL PRACTICES: CONTRACTS

Only the Township Administrator has been given the authority to execute contracts on behalf of the Township. This authority may not be delegated. Pursuant to motion adopted on January 22, 2019, the Township Administrator may execute contracts in the amount of $10,000.00 or less without the prior approval of the Township Trustees. Any contract over $10,000.00 must be approved by the Township Trustees before they are executed by the Township Administrator.

GENERAL PRACTICES: INVOICES

All invoices must be promptly processed and sent to the Finance Department for payment, as soon as they are received, unless invoice is being questioned. The following steps represent the process each department should follow to ensure that all invoices are properly and promptly paid.

1. All invoices shall immediately be sent to the Finance personnel assigned to the department.
2. Each invoice is stamped, so the SBC/PO number assigned, the amount, and the date of processing can be recorded.
3. The invoice will then be routed to the Department Head for review and approval by signature.
4. The Department Head will verify that the goods and services received are correct. If the goods or services are not correct, then the Department Head shall dispute the charges and no invoices shall be paid until the dispute is resolved.

5. If the invoice is correct, the Department Head will return the signed invoice to the Finance Department as soon as possible.

PURCHASING ABILITY

No one has the authority to make a purchase without an approved purchase order (except in the rare set of instances where a "Then and Now" Purchase Order is used). Once an approved purchase order has been created, The Township Administrator, Assistant Township Administrator, or Department Head may delegate the ability to make a purchase. No one may make a purchase without authorization from their Department Head. Department Heads giving an employee authorization to purchase should ensure the employee understands this policy and his/her purchasing limits. Please note, the employee making purchases may be responsible for the cost of the purchase if this policy is not followed.

COMPETITIVE BIDDING

Competitive bidding rules and regulations are in place to ensure that goods and/or services are purchased at the best possible price by opening purchasing practices to a broader, more competitive marketplace. The ORC dictates many requirements of competitive bidding and Department Heads are encouraged to consult with the Township Law Director on the need for a competitive bid and the exact requirements of the bid, prior to issuance of a competitive bid.

Purchases at or above the Ohio Revised Code current public bidding threshold amount ~~of $50,000 or more~~ must be competitively bid, unless the item to be purchased is subject to one of the exceptions listed earlier in the policy or ORC 9.48. In addition, any maintenance/repair of roads or bridges in excess of $45,000 or $15,000 per mile must be competitively bid. Any provision of recycling and solid waste disposal contracts must also be competitively bid.

The minimum process for issuing a competitive bid is as follows:

~~1. The bid must be publicly noticed in a newspaper of general circulation within the Township once per week for two consecutive weeks prior to the opening of the bid.~~

~~2.~~1. ~~The bid must be posted on the bulletin in the Township Administration building for at least two weeks.~~ Competitive bid requests will be posted according to the current Ohio Revised Code requirements for public bidding notifications.

~~3.~~2. The posting should include:
   a. General description of the proposed contract
   b. Time and place where documents related to the purchase can be obtained
   c. Deadline for submission of bids
   d. Time and place where bids will be opened
   e. Terms of the proposed purchase
   f. Conditions under which the bids will be received

While the ORC outlines several types of purchases that require competitive bids, the Township Administrator or Board of Trustees may elect to competitively bid a purchase that is not required to be competitively bid by ORC. The Township also reserves the right to reject all bids at any time.

COLERAIN
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2.19 COLERAIN TOWNSHIP
DECLARED DISASTER WORK FORCE POLICY

PURPOSE

This policy outlines the expectations and procedures for Township employees during a locally declared disaster, including provisions for mandatory work assignments, compensation, accommodations, and safety as determined by the prevailing Emergency Operations Plan and continuity of operating plan. This policy ensures operational continuity and employee well-being during a crisis.

GOALS AND OBJECTIVES

The primary goal of Colerain Township's Emergency and Disaster Work Force Policy is to outline the expectations during an emergency including:

- Designation of essential personnel and work assignments.
- Overtime and pay.
- Travel, meal, hotel and lodging provisions.
- Employee safety and well-being.

DESIGNATION OF ESSENTIAL PERSONNEL AND WORK ASSIGNMENTS

During a declared disaster or emergency, certain employees may be designated as “essential personnel” and required to report for work to ensure the continued operations of the township and well-being of the community. The designation of essential personnel and work assignments are outlined within the Township’s Emergency Operations Plan and continuity of operating plan. This plan identifies which roles are critical for continued operations during a disaster. During a crisis, employees may be assigned to duties that are outside of their regular job descriptions as needed to address the immediate needs of the emergency. As such, employees may be required to work extended hours, including overtime and weekend/holiday shifts, as dictated by the severity and duration of the disaster.

OVERTIME AND PAY

Employees who are designated and assigned work duties during a declared emergency or disaster shall be compensated by the guidelines provided by either the employee’s collective bargaining unit agreement or in compliance with the Fair Labor Standards Act (FLSA), including time and a half for overtime hours, call-in pay, and potentially double time for weekend or holiday work, whichever guidelines supersede, due to the additional strain and demands of managing a disaster. Exempt employees will be compensated at their regular hourly rate for hours worked in excess of their standard work schedule during the disaster period.

TRAVEL, MEALS, HOTEL AND ACCOMODATIONS

Whenever feasible, travel within or through a designated emergency or disaster area should be conducted using a clearly marked township vehicle. The township will provide meals or reasonable compensation for meals for employees required to remain on-site during a disaster, especially in cases where normal meal access is disrupted. In the event that the declared emergency or disaster prevents employees from returning home safely, or if they are required to stay on-site for extended periods due to their essential role, the township will provide reasonable lodging arrangements, where available, including space at one of the township's fire houses and/or a local hotel.

EMPLOYEE SAFETY AND WELL BEING

The township prioritizes the safety of employees and requires that all staff follow safety protocols and procedures during a declared disaster. Employees will have adequate opportunities for rest and recuperation to prevent burnout, however, if any member of the emergency disaster team is displaying signs of fatigue, it should be reported to the next line supervisor in order to address the situation.

Employees will be provided with appropriate personal protective equipment (PPE) and training necessary to perform their duties safely during a disaster. Employees who have a reasonable and good-faith belief that working conditions are unsafe may refuse to work in accordance to the Ohio Public Employees Risk Reduction Policy (PERRP) guidelines and shall report such concerns to management immediately.

3.7 COLERAIN TOWNSHIP STREET LIGHTING POLICY

PURPOSE

Street lighting is considered to be a benefit to Colerain Township residents that provides for safety and security. Currently, there are areas of the Township that do not have street lights. The specific purpose of this policy is to outline the process by which an area of the Township may apply for and secure street lighting.

Colerain Township is committed to providing lighting along public ways as needed for the public safety and welfare of its citizens. However, the Township is prohibited from paying for lighting for the special benefit of residents of a specific street or neighborhood. In order to receive street lighting, residents will need to follow the Petition Process outlined in this policy that conforms with Ohio Revised Code Chapter 515.

PETITION PROCESS

Overhead streetlight requests for lights at the entrance of a Multi-Family development and a Township public road will be reviewed on a case by case basis.

Colerain Township will not accept a lighting district petition for a street / subdivision until such time as the street is dedicated and accepted by Colerain Township and Hamilton County. Colerain Township residents or property owners who want to light their dedicated and accepted street must first have the owners of more than fifty (50%) percent of the front footage of lots on the street sign a Petition for Street Lighting. Blank versions of these petitions are available at the Township Administration Building.

In order to be considered for the formation of a street lighting district, three documents must be attached to the petition, as follows:

1. A list of all property owners in the district, their mailing addresses, and the Hamilton County Auditor's permanent parcel number of the lot owned. This information is essential for sending the notices required by statute. Incorrect or inaccurate data can negate the results of the hearing and the process will have to start over again.
2. A copy of the Hamilton County Auditor's plat with the parcels or lots to be included in the district shaded. The failure to accurately prepare this document could lead to a lighting district other than desired. Please note that a subdivision plat, a plat survey or other drawing are not acceptable as substitutes for the Auditor's plat. The Auditor's plat can be obtained in the office of the Hamilton County Auditor.
3. Unless a copy is on file at the Township Administrative Offices, a copy of the Deed of Acceptance by the Commissioners of Hamilton County of any street or roadway along which the lights are proposed. Such a document may be obtained from the developer or the Hamilton County Recorder. No lighting district can be established by the Township Trustees along streets that

have not been accepted by the County Commissioners. Please note that the dedication of the streets in the subdivision plat does not amount to acceptance of the streets by the County Commissioners.

The petition with the above-mentioned documents should be filed with the Township. It will be checked for accuracy by the Director of Planning and Zoning and Township Law Director. If it is approved, the Fiscal Officer will set a date for public hearing within thirty (30) days. The Fiscal Officer also signs a notice of acceptance.

The Township will give notice to signers of the Petition of the time and date of hearing. The same notice will be served upon each lot owner in the proposed lighting district fifteen (15) days before the date of the hearing. Notice of hearing will also be published according to the current requirements for public notices as outlined in the Ohio Revised Code at ~~in a local newspaper~~ least two weeks before the hearing.

At the hearing, property owners in the proposed lighting district will be provided with an opportunity to speak. If the Board of Colerain Township Trustees decide in favor of the lighting district, they shall pass a resolution specifying the number of lights necessary for the district, the candle power of the lights, and the location of the points where the lights will be installed and the kind of supports for them.

If the total estimated cost of the lighting improvements is $15,000 or less the contract for installing the lights may be let without competitive bidding. When competitive bidding is required, the Trustees shall post a notice of the resolution setting out the number, candle power, location and support for the lights in three conspicuous public places in the district. Bids can be received not less than thirty days (30) from the posting of the notices.

Generally, the only bid that will be made will come from Duke Energy. When a/the bid is accepted by the Trustees, the Township shall enter into a contract with the successful bidder, generally for a term of three (3) years, but in no event longer than ten (10) years.

At that point the Trustees shall assess each lot owner in the lighting district an equal amount, the total of which shall equal the contract bid. The County Auditor will then assess each lot on the semi-annual tax bill.

In instances where lighting districts are petitioned for streets that already have an intersection light and/or a cul-de-sac light maintained at Township expense, the proposed lighting district must include the cul-de-sac light. It may include the intersection light but need not do so. If petitioners wish to have lighting styles different than the standard lighting provided by the Township at intersections then they will need to include the intersection light in the lighting district as well, since the Township will not provide lights other than standard overhead fixtures.

At the end of the term of a lighting district contract, the Trustees will award a new contract unless the owners of lots and lands containing in excess of fifty per cent of the front feet abutting on the streets of the lighting district sign a petition for the discontinuation of the district. Such a petition must be filed with the Township Fiscal Officer not less than thirty (30) days prior to the expiration of the lighting contract. In the event that a petition for discontinuance is presented to the Trustees, any resolution approving of the discontinuance shall provide that any salvage costs charged by Duke or another provider for discontinuance of service will be paid in full by the property owners of the discontinued lighting district prior to the expiration.

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4.10 COLERAIN TOWNSHIP ROAD PAVEMENT ASSESSMENT DISTRICT POLICY

PURPOSE

Colerain Township continues to explore ways to further existing dollars that are available to support our road pavement program. Colerain Township strives to have an adopted multi-year capital plan that includes and outlines the roads that are to be paved in the coming calendar years. Annually, the Board of Trustees will establish and contract for the paving of several Township streets, dependent on available funds.

This policy creates a process that residents can use to voluntarily create a Road Pavement Assessment District, an alternative method of funding roads. As part of this assessment process, residents choose to voluntarily pay a portion of the costs to pave the road. These costs are then assessed to the homeowner's property taxes over a ten-year time period. This policy outlines the process by which a resident can petition the Township to form a Road Pavement Assessment District.

PROCESS

Colerain Township will not accept a petition to establish a Road Pavement Assessment District unless the street is dedicated, accepted, and maintained by Colerain Township. Colerain Township residents or property owners who desire to have their roads repaved and are willing to pay for fifty percent (50%) of the costs must have the owners of more than fifty percent (50%) of the front footage of lots on the street sign a Petition to Establish a Road Pavement Assessment District. Blank versions of these petitions are available at the Township Administration Building.

Residents will need to collect signatures on the petitions that exceeds fifty percent (50%) of the total road frontage for each parcel on the street that is to be repaved. The petitions should be filed with the Township. It will be checked for accuracy by Township staff, including the Township Law Director. If the petitions are accurate and exceed the fifty percent (50%) frontage requirement, then the Fiscal Officer will set a date for public hearing within forty-five (45) days of the certification of petitions. The Fiscal Officer also signs a notice of acceptance at this time.

The Township will give notice to signers of the Petition of the time and date of the public hearing or public hearings, depending on the requirements of the Ohio Revised Code. The same notice will be served upon each lot owner in the proposed Road Pavement Assessment District no fewer than fifteen (15) days before the date of the hearing. Notice of hearing will also be published ~~in a local newspaper~~according to the current requirements for public notices as outlined in the Ohio Revised Code at least two weeks before the hearing.

At the hearing, property owners in the proposed Road Pavement Assessment District will be provided an opportunity to speak. If the Board of Colerain Township Trustees decides in favor of the Road Pavement

Assessment District, they shall pass a resolution ordering the reconstruction of the roadway and establishing the assessment amounts for each property owner.

ASSESSMENT LEVEL

In order to calculate the assessment for each property owner, the Board of Trustees will use the below steps:

1. Calculate the total estimated cost to pave the road
2. Multiple the estimated cost by 50%
3. Divide the number by the number of lots that maintain frontage on the street
4. Divide that number by ten

The number provided at the end of the calculation will be assessed by the Trustees to each homeowner's property tax bill for ten consecutive years. The County Auditor will then assess for each lot on the semi-annual tax bill. The purpose of the above calculation is to split the cost evenly among all homeowners on the street in question and to ensure that the costs are defrayed over a ten-year period.

1.6 COLERAIN TOWNSHIP
EMPLOYEE EVALUATION POLICY

POLICY

Each employee's performance shall be reviewed and appraised on at least an annual basis. It is the intent of the Administration to review each employee every quarter, including all part-time and temporary employees. Seasonal employees should be evaluated at the end of their season, not necessarily on a quarterly basis. The employee's immediate supervisor shall be responsible for conducting the review. The review shall consist of the following:

1. A written evaluation using standard forms that have been approved by the Township Administrator.
2. A discussion of the evaluation with Department Director and then the employee.

Supervisors must evaluate each employee’s performance in an objective, accurate manner. The evaluation shall be based upon job performance and employee qualifications, which shall, in turn, be based upon each position's job description and acceptable work standards. Other factors such as personal habits, outside activities etc., shall not be considered unless the activities reflect on the employee as a representative of the Township.

Employees shall review the written evaluation, discuss any questions or concerns about the evaluation with their supervisor, and make written comments about the evaluation.

The performance evaluation shall have a direct influence on salary and wage increases and shall in all circumstances be included in the evaluation process for advancement within each department and in the Township as a whole.

Employees that are within a probationary period as a new hire or newly promoted shall receive periodic progress reports at 60- 120- and 180-days into their employment or new position in lieu of quarterly evaluations. The annual evaluation will serve as their first regular performance evaluation. If an existing probationary period evaluation system exists with a similar reporting process, that will supersede this requirement.

PERSONNEL FILES

All employees may have access to all documentation included in their personnel file that pertains to job performance. Upon request, employees may be supplied with copies of any document that is placed in their personnel file or any document in which the employee is required to sign. If the employee does not agree with the evaluation, they may appeal the evaluation in the same manner that an employee may appeal a disciplinary action. Access to personnel files shall be in accordance with the Ohio Law regarding public records. Internally, access to personnel files will be limited to only those specifically authorized by the Board of Trustees.

BEST PRACTICE

It is best practice for evaluators to regularly discuss personnel issues with employees throughout the evaluation period and address them as they occur. Including personnel issues in an evaluation that have not yet been discussed with an employee is not the proper means to deliver information regarding unsatisfactory performance.

1.7 COLERAIN TOWNSHIP
INSURANCE AND MERP POLICY

PURPOSE

Colerain Township offers medical benefits to full-time employees in order to comply with Federal law and to remain competitive with outside employers.

MEDICAL INSURANCE

The Township will provide medical insurance through a ~~high deductible~~high-deductible health plan (HDHP) to full-time employees with the township, with the employee paying a percentage of the premium costs depending on whether they choose Platinum or Gold Plan. Employees who choose Platinum Plan coverage will pay 20% of the coverage cost, while the Township will pay 80% of the premium costs. Employees who choose the Gold Plan are provided with options that range from 0% to 30% employee contribution. Eligible employees may choose any of the Township offered Health Care plans. Spousal coverage isn't provided for part-time employees that are eligible for healthcare. Part time employees are not eligible to receive the MERP if spouse has other insurance or the waiver stipend if insurance is not elected.

Part-time Fire Department employees working more than 1500 hours and less than 2704 hours per year may participate in the Gold Plan coverage for the employee and/or the employee/children level of coverage. Spousal coverage isn't provided for part-time employees that are eligible for healthcare.

Colerain Township medical plans do not cover employee's spouses who are eligible for credible medical coverage through their employers (not including a Township sponsored policy), or that would be eligible for other coverage, such as a retiree plan, in the absence of coverage under Township medical plans. The spouse must enroll in that coverage as they are not eligible to participate in any Colerain Township medical plans. Should a spouse who is eligible for other coverage outside of the Township miss their enrollment period, their only option is to go to the Health Insurance Marketplace (HealthCare.gov) for healthcare coverage. Ineligible spouses that miss their enrollment period does not permit them to enroll onto the Township's policy. This policy does not apply to vision, dental, or life insurance coverage. Employees whose spouse does not have eligible health care coverage from their employer or a retiree plan will be eligible to enroll in the Township's health care plan.

To be considered credible medical coverage, the spouse's employer must pay at least 50% of the cost of the spouse's available medical plan. The plan must also have a deductible at or lower than the current year's deductible limit thresholds for individuals and/or families and meets all other requirements as referenced Health Care Reform Act. ~~$5,950 for individuals or $11,900 for families and meets all other Health Care Reform requirements~~, other than Limited Medical (mini-meds) plans, and where the employer pays at least 50% of the cost of coverage.

HEALTH SAVINGS ACCOUNT

1. On the first business day of the plan year, the Township will make a biannual contribution to the Health Savings Account of all eligible full-time employees participating in the Medical Insurance program depending on the Health Care plan selected. The HSA rates will be set annually and provided to employees in advance of their benefits selections. These rates are subject to change.

2. Employees hired after the first business day of the plan-year, the Township will make a prorated HSA contribution on behalf of the employee.

~~2.~~3. There shall be a Vesting Period for all Employer-provided HSA contributions in an effort to protect the integrity of the program. Employer-provided HSA contributions shall vest over a 12-month continuous employment period. If employment terminates due to resignation (not including disability or retirement) or discharge, or HSA coverage ends before full vesting, the unvested portion is forfeited or repayable to the employer.

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DENTAL INSURANCE

The Township will provide dental insurance to full-time employees with the township paying 80% of the premium costs.

VISION INSURANCE

The Township will provide vision insurance full-time employees with the township paying 80% of the premium costs.

LIFE INSURANCE

The Township will provide a group life insurance policy to all full-time employees with a face value of $50,000.

CASH PAYMENT IN LIEU OF BENEFITS

Colerain Township currently offers cash payment to employees in lieu of benefit elections in order to mitigate the overall costs to provide Health Insurance for Township employees. Employees who elect not to enroll in healthcare coverage will receive an annual stipend of $2,600 paid semi-monthly. In order to be eligible to receive this stipend, employees must certify that they have existing alternative insurance available to themselves through a spouse or other source outside of the Township's own policy. This policy does not apply to employee's dependent child(ren) who elect to enroll in coverage through their own employer. Qualified dependents (spouses, children, etc.) of current Township employees who are also full-time employees with the Township are not eligible for this incentive. This section is intended to comply with all federal and state rules and regulations, specifically the Affordable Care Act and ORC 505.603.

COBRA / LEAVE OF ABSENCE

When an eligible employee receives approval for a leave of absence without pay, the employee is required to pay his or her portion of the monthly benefit premium in order to retain coverage, in accordance with applicable laws for COBRA benefits. Failure to pay the required portion of the premiums will result in cancellation of benefits. This section also applies to employees who are on a leave of absence related to a worker's compensation injury.

COBRA affords employees and their currently covered families an opportunity to extend their employer health care coverage upon termination of employment, loss of coverage due to a reduction in work hours, or failure to return from FMLA. Federal COBRA rules determine how long an individual is entitled to this benefit. The individual enrolled in COBRA benefits will be required to cover both the employee and employer share of the health care costs. Failure to make these payments will result in a cancellation of coverage.

MEDICAL EXPENSE REIMBURSEMENT PROGRAM

Costs to provide health care to Township employees have risen drastically over several years. In order to try to reduce and/or control these costs, the Township offers a Medical Expense Reimbursement Program as an offset to no longer offering coverage to spouses who are able to obtain coverage through their own employer. This policy outlines the current Township MERP program and defines the criteria by which an employee's spouse is eligible to enroll in Township provided health care. This policy does not apply to an employee's dependent child(ren) who elect to enroll in coverage through their own employer. Spouses of current Township employees who are also full-time employees with the township are not eligible for this incentive.

This program is in place to reduce the overall health care burden of the Township. Savings will be realized due to the fact that employee spouses will utilize their employer's health care coverage for primary care. This should reduce the total number of claims that affect Colerain Township's annual health care renewal rates.

As an offset to the employee's personal costs associated with this policy, the Township will offer a Medical Expense Reimbursement Plan (MERP) for employees whose spouse is enrolled in their employer's coverage (not including a Township sponsored policy). To become eligible for the MERP, employees are required to obtain healthcare information from their spouses' employer by filing a Spousal Verification Form with Human Resources. Once the form is completed and verified, employees will be reimbursed for the premiums that their spouse is paying for their individual coverage (not including children, dental, or vision). The maximum reimbursement amount that an employee is eligible to receive under this plan is $150 per pay.

1.8 COLERAIN TOWNSHIP
PAID TIME OFF POLICY

PURPOSE
Colerain Township offers employees paid time off as a general workplace benefit. The Township encourages employees to utilize paid leave, as it is a general benefit to employee health and helps to prevent burn-out.

HOLIDAYS
1. Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code, section 1.14 and 511.10. To receive holiday pay, the employee must not be on a disciplinary suspension or on unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday.
2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.

4. All Holidays will normally be observed on the date of recognized observance. A Department Director may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Director, may be given another day off during the pay period in exchange for working on the holiday.

5. Exempt employees are not entitled to compensation for working on holidays. At the discretion of the Administrator, exempt employees may be given another day off during the same pay period in exchange for working on the holiday.

VACATION LEAVE
1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on continual years of service as a full-time employee from public serving governmental institutions, such as local public schools, local government and/or council of governments from Ohio, Indiana and Kentucky, and any branch of the United States Military shall count for the vacation accrual rates. The effective date for recognizing service from other public serving governmental institutions is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020.

2. Statute of Limitations: To receive credit for continual years of public serving service, the onus is on the employee that is being hired to report their service to Human Resources during their hiring process. Once the employee begins their tenure with the Township, they will have up to thirty (30) days to submit documentation of their service to receive credit. After this time, the Township will not honor any service or credit the time towards vacation accruals as this puts unnecessary strain on resources to backtrack into the system and update records.
3. Vacation will be accrued with each payroll based on the years of continuous service at the rates listed in the below table:

Years of Continuous Service	Number of Vacation Hours (per payroll)
a. Zero (0) through 1,825 calendar days	3.08 hours
b. 1,826 through 3,650 calendar days	4.62 hours
c. 3,651 through 5,475 calendar days	5.54 hours
d. 5,476 through 9,135 calendar days	6.77 hours
e. 9,136 or more calendar days	7.70 hours

4. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.

5. Employees may carry a maximum of two years' vacation time. This will be reviewed on a quarterly basis and any vacation hours in excess of their two-year accrual will be forfeited at that time.

6. Upon separation, employees shall be paid for no more than forty (40) hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.
   EXAMPLE:
   a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

      Below is a specific example for Employee A:

1. February 1, 2015	Earned 80 Hours
2. February 1, 2015 – January 31, 2016	Used 16 Hours (Eligible Carry-over = 64 Hours)
3. February 1, 2016	Earned 80 Hours
4. New Balance February 1, 2016	144 Hours (64 carryover plus 80 hours earned)
5. February 1, 2016 – January 31, 2017	Used 40 Hours, Eligible Carry-over = 80 Hours)
6. New Balance February 1, 2017	160 Hours (80 carryover plus 80 hours earned)

      Employee A lost 24 hours of vacation on February 1, 2017 because carryover was limited to one year's accrual.

b. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.
    i. An independent three-member committee shall meet to review the employees' request. This committee will consist of the Administrator, Human Resources Specialist, and the Department Director of the employee's department. In the event that a Department Director appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.
    ii. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

7. Vacation Usage and Scheduling
    a. Vacation time may be taken in one-hour increments
    b. Employees must submit vacation requests in writing to their Department Director in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least one (1) to sixty (60) days before the vacation date. Vacation requests submitted the day of the request may not be approved. It shall be the responsibility of the Department Director to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements. Department Director must give written request for vacation to their direct supervisor (the Township Administrator or Assistant Administrator). The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval.
    c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to ensure efficient operation of the Township in time of emergency.
    d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
    e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus forty (40) hours of carryover. Hours in excess of the forty (40) hours shall not be paid and are considered lost.

PAID SICK LEAVE

1. Use of sick leave
    a. Sick leave shall be granted to an employee, only upon approval of the Department Director, which may be subject to the approval of the Township Administrator or Board of Trustees or

both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave shall be used for the following reasons (except illness or injury of the employee is not subject to the prior approval of the Department Director):

   i. Illness or injury of the employee.
   ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
   iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five workdays (40 hours) after the employee has exhausted their funeral leave.
   iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
      1. Immediate family members include an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian, or other person who stands in place of a parent.
   v. For reasons related to mental and/or behavioral health for treatment, therapy, and for other related appointments related to mental or behavioral health recovery.
   vi. Any time off for a qualifying medical leave event that is approved under the Family Medical Leave Act (FMLA). This time must be utilized first for any FML as this leave is entitled for medical reasons.

2. Amount of credit
   a. All full-time employees shall accrue sick leave credit at a rate of 4.6 hours for each 80 hours of service not to exceed 15 workdays or 120 hours per year. Sick leave will not accrue during an unpaid leave of absence, suspension, or layoff.

3. Notification
   a. Employees who are unable to report for work and who have not been previously approved to take sick leave are required to notify their immediate supervisor as soon as possible when they are unable to report for work due to an illness or injury. Notification must be made in accordance with any time or other requirements established by the Department Director.

4. Advancements and accumulation
   a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification
   a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee

establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.

  b. Employees are required to provide a doctor’s note as follows:
     i. when an employee is absent from work for three (3) or more consecutive workdays for reasons of illness or injury;
     ii. when an employee has used 80 hours of sick leave within any six-month period; and
     iii. upon request regardless of the number of days an employee was absent from work.
  c. When an employee has used eighty (80) hours of sick leave within a six-month period, the employee will be required to provide a doctor’s note for any subsequent absence until such time the employee’s sick leave usage falls below eighty (80) hours for the most recent six-month period. This policy does not apply for employees who have qualified for family medical leave under the Family Medical Leave Act (FMLA).

6. Use and pay
   a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee’s regular straight-time pay rate and cannot be used as a means to earn overtime.

7. Pay for unused credit upon separation
   a. Upon retirement from one of Ohio’s public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death.
   b. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero.   Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio’s public pension systems are not eligible for pay for unused sick leave credit.

8. Seasonal and part-time employees earn no sick leave credits.

9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

10. An employee with previously accrued unused sick leave credit from any other governmental agency in the State of Ohio may transfer such leave to Colerain Township. The previously accrued sick leave shall be placed to the employee's credit upon employment by the Township, provided such

employment by the Township takes place within ten (10) years of the date on which the employee last terminated employment with that public agency. The Township requires the employee to furnish a satisfactory written, signed statement from the prior employer to establish the right to such sick leave credit.

DONATION OF SICK LEAVE

1. This policy is not intended to address "typical" illness/injury, elective surgeries, or other conditions or circumstances not considered as extreme or catastrophic. For the purposes of this policy, pregnancy and childbirth are applicable reasons for the establishment of a sick leave donation bank for the individual giving birth to a child.

2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Directors, with their recommendation being provided to the Township Administrator, who will have final approval/denial.

3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.
    a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
        i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
        ii. Has no accrued but unused sick leave, and
        iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
        iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time.
    b. Employees may donate their accrued but unused sick leave if the donating employee:
        i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ratio; one hour donated for every one hour used by employee receiving the donation);
        ii. The donating employee will donate in increments of eight (8) hours;
        iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 480 hours following the reduction of donated hours for FMLA purposes.

iv. Donations from immediate family members or domestic partners will be permitted as long as the amount donated does not draw down the family/domestic partner's bank past 480 hours (12 weeks) for FMLA purposes as stated above.

c. The Township will charge the donated sick leave hours in eight-hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.

d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employees' regular work hours. Unused personal days as of December 31st shall be forfeited. Any unused personal days at the time of an employee's separation shall also be forfeited. If a new employee is hired on November 1st or after, any remaining personal time hours that have not been used by December 31st shall roll over into the next calendar year in which this policy shall be in effect at that time.

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OVER-USE OF LEAVE TIME

Supervisors who are responsible for approving timesheets must ensure that requests are not over and beyond what the employee is requesting. For example, if an employee is requesting 16 hours of vacation time and they only have 10 hours of vacation time in their leave balance, the supervisor must decline the request to avoid any over-use of time. Approving leave without necessary leave balances creates unnecessary payroll issues. Supervisors that approve time off requests for an employee who does not have sufficient time in their leave bank will be subject to disciplinary action.

FUNERAL LEAVE

In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to five (5) consecutive workdays (40 hours) for participation in out-of-town funeral services or for making funeral arrangements.

For the purpose of this section, immediate family is defined as a spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, parents or step-parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian, or other person who legally stands in place of a parent.

Funeral pay will be provided to accommodate absence occurring only on regularly scheduled workdays at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already on paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death or relationship.

Funeral leave may be taken within seven (7) calendar days of the date of death or the date of any funeral or memorial services. Requests for funeral leave with pay may be split between the date of bereavement and date of memorial service at a later date as long as the total number of days does not exceed the time granted by this provision.

In the event of the death of a relative in other than the immediate family, as defined above, vacation or sick time may be taken for funeral purposes subject to the approval of the Department Director.

Use of funeral leave will not be charged against accumulated sick leave balance.

ADMINISTRATIVE LEAVE

Administrative leave, with or without pay, may be given for an employee to leave the Township's property, or not to return to the Township's property for a specified period of time. This may also include limiting the use of Township's Information Technology, engaging with Township employees, or both for the following reasons:

(1) In circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care may be adversely affected.

(2) To investigate an alleged violation of law or Township policy.

(3) To investigate the conduct or performance of an employee even where no alleged violation of law or policy has been made.

(4) When it is in the best interest of the Township operations as outlined in memorandum from the Township Administrator.

Although administrative leave may be used in conjunction with disciplinary action, or implemented because of an investigation, it is not, in itself, a form of disciplinary action.

Administrative leave with pay:

(1) An employee may be placed on administrative leave with pay for the remainder of the employees' workday or longer with the approval of the Township Administrator or designee.

(2) An employee shall receive their base rate of pay while on administrative leave. Time designated as administrative leave with pay will not be charged to the employee's paid leave. An employee placed on administrative leave with pay maintains all benefits during the leave time.

(a) Returning to work
When employees are on administrative leave with pay, their positions are held for them, unless it is determined through the investigative process and resulting disciplinary action that the employee is to be terminated.

(b) Notification
Written notification to the employee is required when an employee is placed on

administrative leave with pay for periods of time greater than the remainder of the workday or when placed on administrative leave without pay. A copy of this notification will be placed in the employee's personnel file.

Administrative leave without pay:

(1) An employee may be placed on administrative leave without pay for the remainder of the workday or for an extended period with approval by the Township Administrator or designee.

(2) An employee placed on leave without pay is responsible for their share of the cost of benefits until such time they are reinstated or terminated.

(a) Returning to work
When employees are on administrative leave without pay, their positions are held for them, unless it is determined through the investigative process and resulting disciplinary action that the employee is to be terminated.

(b) Notification
Written notification will be given to any employee placed on administrative leave without pay. This notification will be placed in the employee's personnel file.

ADMINISTRATION

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Motion Authorizing the Township Administrator to Execute a Right of Way Consulting Agreement with OR Colan for the Springdale Road Sidewalk Project PID#120861.
Recommend ADOPTION of the Motion.

Rationale:
It is necessary for the Township Administrator to execute a Right of Way consultant agreement with OR Colan for the Springdale Road Sidewalk project PID#120861. The scope of this project, in partnership with the Ohio Department of Transportation and Hamilton County, involves temporary right of way acquisition to complete the installment of sidewalks along Springdale Road from the corner of Poole Road to Yellowwood Drive. This agreement will not exceed $111,140 and has been identified in the 2025 Capital Improvement Plan.

O.R. Colan Associates
Phone: (330) 936-2812
Email: tjones@orcolan.com
Website: orcolan.com
Date: August 19, 2025

Client Name: Tiphanie Mays
Client Title: Assistant Township Administrator
Client Organization: Colerain Township
Address: 4200 Springdale Rd. Colerain Township, OH 45251

Subject: Proposal and Work Authorization for Right-of-Way Services – HAM CR 96-3.92 PID:120861

Dear Ms. Mays,

Thank you for the opportunity to support Colerain Township on the HAM CR 96-3.92 PID 120861. This letter serves as both a formal proposal for O.R. Colan Associates ("ORC") to provide the requested right-of-way services and work authorization.

1. Scope of Work

ORC will provide professional right-of-way services in support of the HAM CR 96-3.92 PID 120861.

The scope includes:

- Project Management of the below right of way tasks.
- Valuation will be completed by a sub consultant under ORC's contract
- Title research and verification utilizing ODOTs format for abbreviated and full 42-year searches as shown on the attached RW Acquisition Services Cost Proposal Document dated 8/19/2025.
- ORC will negotiate with 20 parcels with a combination of temporary easements and permanent easements.
    - Conducting good faith negotiations to acquire identified property interests through a combination of methods: in-person, phone calls, letters, e-mail, etc.
    - ORC will maintain entries of negotiations notes and communications with landowners.
    - ORC will submit electronic appropriation packages to the Township if agreements cannot be reached with the landowners.
- ORC will be completing the informal closings per ODOTs policy for negotiated parcels.
- At the completion of the project ORC will provide the Township with electronic file packages.
- The certified mail cost, recording fees and conveyance fees for the easement and other documents are included as pass-through cost and will be invoiced as such.

2. Schedule

Work is scheduled to begin no later than 8/30/2025 and is anticipated to be completed by the District R/W Certification date of 6/19/2026.

Estimated Milestone targets:
- Notice to Proceed: 8/30/2025
- Kickoff Meeting: 8/30/2025-9/10/2025
- Titles:8/30/2025-10/17/2025
- Appraisals/FMVE: 8/30/2025- 10/24/2025
- Offers:10/24/2025-11/28/2025
- Negotiations: 11/28/2025-2/28/2026
- Closings: 2/28/2026-5/1/2026
- Appropriations Submitted: 4/1/2026
- Certification Date: 6/19/2026

3. Cost and Billing Terms

Task Milestone Payments: Consultant shall invoice the Client monthly for milestones achieved. Invoices shall include the Project Status Report (unless provided separately). Acquisition and project management fees shall be invoiced based on milestone completion for each activity for each unit as assigned.

Milestone payments shall be invoiced in the following manner:
- 100% of the Initial Title Work per unit fee, upon receipt of the title work,
- 100% of the Appraisal Report per unit fee, upon submission of an appraisal to client for review,
- 50% of the total Negotiation per unit fee, once an offer package has been mailed to the landowner(s).
- 50% of the total Negotiation per unit fee, once the parcel has been billed or submitted for appropriation to the client.
- 100% of the total Closing per unit fee, once the parcel is closed.
- 100% of Reimbursables fees will be invoiced as they are incurred.

If ORC begins work on any activity, and the activity is removed from ORC's scope, then ORC is entitled to receive payment for work completed to that point. A request for payment will be supported with appropriate documentation.

4. Project Cost (See Attachment)

Any changes to scope, timeline, or budget will be discussed and approved in writing before implementation.

5. Assumptions and Dependencies

- ORC will rely on timely access to project documents, parcel data, and third-party contacts.
- Legal descriptions and survey data are to be provided by the client.
- Due to federal funding, this project will be conducted in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), Ohio Revised Code and ODOT Policy and Procedures.

6. Authorization

To proceed with this work, please sign below and return this letter. Work will begin upon receipt of authorization.

If you have any questions or need further details, don't hesitate to reach out directly. We look forward to continuing our partnership and delivering exceptional results on this project.

Sincerely,
Tracy Jones
Divisional Director
O.R. Colan Associates

Authorization to Proceed

A formal contract will be prepared and executed by Colerain Township, if they do not have one ORC will prepare and provide for review and signatures. This document will be attached as an exhibit to the contract.

[Client Name] Authorized Representative
Name: ____________________________
Title: _____________________________

Signature: _________________________
Date: _____________________________

ORC Authorized Representative
Name: ______Tracy Jones_________
Title: ____Divisional Director_______

Signature: Tracy M. Jones
Date: _______8/19/2025____________

Attachments:

- A: RW Acquisition Cost Proposal

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates
District: 8 **Date:** 8/19/2025
PID NO.: 120861 **Task No.:** 1
Project CRS: HAM CR 96-3.92

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
2. Appraisal				
a. RE 95 Preparation	parcel			$0.00
b. R/W Appraisal Report (RE 25-17)	parcel			$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			$0.00
d. Value Finding (RE 90)	parcel			$0.00
e. Value Analysis - Parcels 11 (37), 17, 18, 22, 23, 27, 39, 40, 42, 43,	parcel	13	$760.00	$9,880.00
f. Value Analysis - Parcels 11 (38, 67), 11 (83), 16, 38	parcel	4	$910.00	$3,640.00
g. Value Analysis - Parcel 15	parcel	1	$1,370.00	$1,370.00
h. Project Data Book	parcel			$0.00
i. Project Management	parcel	18	$300.00	$5,400.00
j. Appraisal Trainee for RE25-17	parcel			$0.00
SECTION SUBTOTAL				**$20,290.00**
4. Title Researches				
a. Abbreviated Titles	parcel	15	$450.00	$6,750.00
b. Full Title (42 year) Pcl. 12,13,14,23,41	parcel	5	$1,420.00	$7,100.00
c. Title Update	parcel			$0.00
d. Project Management	parcel	20	$300.00	$6,000.00
SECTION SUBTOTAL				**$19,850.00**
SECTION TOTAL				**$40,140.00**

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				

a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	16	$1,250.00	$20,000.00
b. Negotiation-package submission	parcel	16	$1,250.00	$20,000.00
c. Donations packages - parcels 12, 13, 14 and 41	parcel	4	$1,250.00	$5,000.00
b. Bill of Sale Negotiation	Per BS Parcel			$0.00
c. Negotiation Trainee	parcel			$0.00
d. Project Management	parcel	20	$300.00	$6,000.00
SECTION SUBTOTAL				**$51,000.00**
6. Closings				
a. Mail Out	parcel	20	$520.00	$10,400.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel			$0.00
c. Formal - structure parcels	parcel			$0.00
d. Title Update for Appropriation	parcel			$0.00
e. Lien Release	per release			$0.00
f. Project Management	per release	20	$300.00	$6,000.00
SECTION SUBTOTAL				**$16,400.00**
10. Miscellaneous				
a. Red Books	parcel			$0.00
b. Meetings and Testimony for appropriations	parcel			$0.00
c. Property Management	parcel			$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	20	$150.00	$3,000.00
f. R/W Cost Estimate (RE 101)	parcel			$0.00
g. Relocation Conceptual Study	parcel			$0.00
h. Certified Mailings (actual costs)	parcel	20	$30.00	$600.00
SECTION SUBTOTAL				**$3,600.00**
SECTION TOTAL				**$71,000.00**
GRAND TOTAL				**$111,140.00**

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff McElravy, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Donation Acceptance- Diane Seiwert

Recommend approval of all consent items.

Rationale:

The Colerain Township Community Center is grateful for the $20 donation from Diane Seiwert and Chrysalis Health Care, Inc.

CONSENT ITEMS

Department:	Administration
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #2: Continue to Provide High Quality Safety Services Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

<u>Motion to Approve Change Order #6 - Pepper Construction - Fire Station 26 & 102 - $0</u>
Recommend approval of all consent items.

<u>Rationale:</u>
This change order is solely to extend the schedule for the fire station project. The stations are currently operational, however there are still some items left to be addressed as part of the project, which is primarily exterior landscaping related.

Contingency Accounting:
Current:
Change Order 1: No change
Change Order 2: $33,845.22
Change Order 3: $117.36
Change Order 4: $121,269.62
Change Order 5: $58,535.00
Change Order 6: $0
New Contingency Total: $86,232.80

Pepper Construction
Tomorrow Transformed

CONTRACT DOCUMENT CHANGE ORDER

PROJECT INFORMATION: Colerain Fire Stations 26 and 102 Construction
4200 Springdale Road
Colerain Township, Ohio 45251

CONSTRUCTION MANAGER: Pepper Construction Company of Ohio, LLC
100 Williams Street
Cincinnati, Ohio 45215

CHANGE ORDER NUMBER: 06

DATE: June 11, 2025

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 01/18/2023

CONTRACT FOR: Construction Manager

The Contract is changed as follows:

Schedule update only, no cost.

This schedule change is for unforeseen construction delays because of the PEMB contractor failing to maintain their contractual obligations, Pepper Construction assuming the completion of their work. Additional delays were a result of weather (temperature and precipitation) requiring additional winter conditions and enclosures to compensate for the extended duration on site.

Original Guaranteed Maximum Price:	$	1,899,647.00
Net change by previous change orders:	$	12,486,664.20
The Guaranteed Maximum Price prior to this change order:	$	14,386,311.20
The Guaranteed Maximum Price will be increased by this change order by:	$	0.00
The adjusted Guaranteed Maximum Price value after this change order:	$	14,386,311.20

The date of TCO Date resulting from this change order for Station 26 is 6/18/2025.
The date Substantial completion for station 102 is unchanged at 4/4/2025.

Not valid until signed by the Owner and Contractor.

ARCHITECT	CONTRACTOR	OWNER
Emersion Design	Pepper Construction Company - Ohio	Colerain Township - Ohio
Address: 310 Culvert St., Suite 100	Address: 100 Williams Street	Address: 4200 Springdale Road
Cincinnati, OH 45202	Cincinnati, OH 45215	Colerain Township, OH 45251
BY:	BY:	BY:
DATE: 08/21/2025	DATE:	DATE: 8/21/25