

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - September 9, 2025

1. **Opening of Meeting**
2. **Pledge of Allegiance 6PM**
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Citizens Address**
6. **Administrative Reports**
7. **Trustees' Report**
8. **New Business**
 - Public Safety**
 - a. Resolution Declaring a Junk Motor Vehicle - 2968 Compton Rd. - 1 of 2
 - b. Resolution Declaring a Junk Motor Vehicle - 2731 Banning Rd. - 2 of 2
 - Development**
 - a. Motion to set a Public Hearing for September 23, 2025 at 6:00 PM re: Board of Zoning Appeals Case BZA-25-26, Declaration of a Nonconforming and Abandoned Sign at 9403 Colerain Avenue
 - Administration**
 - a. Motion to Set Work Session on Capital Budget for October 14, 2025 at 6PM
 - b. Resolution Authorizing the Establishment of an Unclaimed Monies Fund
9. **Old Business**
 - a. Resolution Adopting Updated Township Policy Book
10. **Consent Items**
 - a. Contract - Choice One Engineering - Boundary Survey - \$7,625 - NOEXP
 - b. Contract - Arcadis - Station 26 & 102 Detention Pond Plat - \$8,000
 - c. Contract - Arcadis - Boundary Survey - \$8,500
 - d. Contract - TransUnion - TL Oxp Online - \$1,800 - 1 Year
11. **Fiscal Office Report**
12. **Executive Session – if needed**
13. **Adjournment**

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 - 2968 Compton Rd. - 1 of 2

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:

2968 Compton Rd. Cincinnati, OH 45239

1. (FLORIDA) JGPC71, 2004, White/Grey, Hurricane, Triton (Class A Camper)

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 2968 Compton Rd. Cincinnati, OH 45239– Parcel ID 510-0054-0145-00
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 **2968 Compton Rd. Cincinnati, OH 45239– Parcel ID 510-0054-0145-00**

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 **2968 Compton Rd. Cincinnati, OH 45239– Parcel ID 510-0054-0145-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(FLORIDA) JGPC71, 2004, White/Grey, Hurricane, Triton (Class A Camper)**
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 - 2731 Banning Rd. - 2 of 2

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:

2731 Banning Rd. Cincinnati, OH 45239

1. (OHIO) KMT5991, 2007, Black, Chevrolet, Tahoe

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 2731 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0074-0145-00
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 **2731 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0074-0145-00**

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 **2731 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0074-0145-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) KMT5991, 2007, Black, Chevrolet, Tahoe**

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

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

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

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

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

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 set a Public Hearing for September 23, 2025 at 6:00 PM re: Board of Zoning Appeals Case BZA-25-26, Declaration of a Nonconforming and Abandoned Sign at 9403 Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

Per the newly adopted guidelines, a public hearing before the Trustees will occur prior to any formal action being taken to remediate the potentially abandoned sign.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Work Session on Capital Budget for October 14, 2025 at 6PM

Recommend ADOPTION of the Motion.

Rationale:

Per the Trustees Rules of Procedure, the Trustees will hold a work session annually to review the capital reserve.

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 Establishment of an Unclaimed Monies Fund

Recommend ADOPTION of the Resolution.

Rationale:

Over the years, the Township has issued checks that have not been cashed. The creation of an Unclaimed Monies Fund would allow for those funds to be paid to the General Fund after a five-year holding period.

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 September 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-25

**RESOLUTION AUTHORIZING THE CREATION OF
AN UNCLAIMED MONIES FUND**

WHEREAS, pursuant to Ohio Rev. Code §9.39 and Auditor of State Bulletin 91-11, the Township must create an Unclaimed Monies Fund for outstanding, stale dated checks and maintain those obligations in the Fund for a period of five years.

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

1. Colerain Township Board of Trustees hereby directs the Fiscal Officer to create a new Fund for unclaimed monies.
2. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety, and welfare of the Township; and
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. 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 September 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan 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 September 2025.

Jeff Baker
Colerain Township Fiscal Officer

OLD BUSINESS

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Resolution Adopting Updated Township Policy Book
Recommend ADOPTION of the Resolution.

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, 3.6, 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.

These recommended updates were presented to the Board at the August 26, 2025 meeting as a first reading with support from the Trustees. This is the second reading and request for a motion to approve the Resolution.

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

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-25

RESOLUTION ADOPTING THE COLERAIN TOWNSHIP POLICY MANUAL

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

WHEREAS, Administration and all departments intend on following the direction set by the Trustees in the Township Policy Book; and;

WHEREAS, the attached Policy Book represents a full list of all known policies and will supersede all previous versions of any adopted policy.

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

1. The attached Policy Book be formally adopted by the Board of Trustees.
2. Any changes to these policies require formal approval of the Board of Trustees by resolution.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. 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: Mrs. Ulrich _____, Mr. Unger _____ and Mr. Wahlert

ADOPTED this _____ day of September, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich

Dan Unger

Matt Wahlert

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

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.

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, policy, 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.

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.

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.

3.6 COLERAIN TOWNSHIP SOCIAL MEDIA POLICY

INTRODUCTION

Social media is a valuable tool that allows Colerain Township and Colerain Township personnel to enhance communication with residents, businesses, and the community at large. Social media provides an additional outlet for community education, community information, public safety notifications, and other pertinent information.

This Township recognizes that social media also plays a role in the personal lives of Township employees. Social media is a powerful communication tool that can have a significant impact on organizational and professional reputations. Because social media can blur the lines between personal voice and institutional voice, the township has created the following policy on how best to enhance and protect personal and professional reputations when participating in social media for those who choose to use it. The personal use of social media can have a direct effect on official Township business and operations and this policy shall apply to all employees.

PURPOSE

The purpose of this policy is to encourage the use of social media to advance the Township's goals of increased citizen engagement, increased transparency, and increased level of information dissemination.

This policy also serves the purpose of outlining appropriate employee and department social media etiquette, in order to protect the Township's public image and to ensure that all employees are responsible and accountable for their personal and public use of social media. The contents of this policy will directly apply to all Colerain Township employees and facets of this policy will apply to individuals or businesses who engage directly with the Township on any of its social media platforms.

This policy outlines several uniform guidelines by which social media tools will be utilized to inform the public of Township activities. It also provides guidance on employee use of social media, records retention, and management of public comments. This policy is intended to serve as a minimum standard for employees and departments. Departments can enact more specific or restrictive procedures and employees of that department must adhere to the additional, more restrictive guidelines. Any policies/procedures for Emergency or Crisis Communications will supersede this policy, when appropriate.

This policy is not intended to interfere with or restrict an employee or citizens' right to engage in activities protected by the First Amendment of the U.S. Constitution.

SOCIAL MEDIA PLATFORMS

The purpose of Colerain Township's use of various forms of social media is to share family friendly posts of a public interest in Colerain Township with our many residents, businesses, and visitors. Official public notices will be posted according to the current requirements as outlined in the Ohio Revised Code.

Social media includes any website that allows one to expand their business and/or social contacts by making connections or communications through web-based applications. The term "Social Media" includes, but is not limited to:

- Social Networking Sites (Facebook, Linked In)
- Micro-blogging sites (Twitter etc)
- Blogs (including Township and personal blogs, as well as adding comments on such)
- Video and photo sharing websites (Flickr, YouTube, Snapchat and others)
- Forums and Discussion Boards (Google Groups, Yahoo! Groups, Reddit and others)
- Online Encyclopedias (Wikipedia, Sidewiki, etc.)

Social media is not intended to be the Township's primary means of communication with residents, businesses, and others. The Township uses public meetings notices, the Colerain Township website, newsletters, and other means to effectively share information with a variety of audiences.

All Colerain Township social media pages must be created by the Township and be identified with Township approved branding materials. If a department wishes to create a new social media page for their department, they must obtain approval from the Township Administrator or their designee. Once approved, the Administrator will work with the department to outline any necessary procedures for posting to the account. Once the account has been created, all login information, including username and passwords, must be submitted to the IT Director. In the event that a page is linked to a personal account, then the IT Director will not need a copy of the login information. Under these circumstances, employees shall transfer account rights to another Township employee prior to termination of employment.

The Township will not maintain a social media presence on any site or platform that limits access based on race, ethnicity, religion, sexual orientation, physical ability, or other protected status.

EMPLOYEE USE

The term "employees" as used in this policy includes persons employed by the Colerain Township Board of Trustees, persons who have been appointed by the Board of Trustees to various Township boards and committees, persons while they are doing contract work for or are temporarily employed by the Board of Trustees, members of any committee appointed by the Trustees, and generally anyone who is covered by the township general liability policy while performing a function for Colerain Township.

Colerain Township employees are permitted to utilize free speech and to express themselves as a private citizen on social media platforms. Employees should refrain from working on any personal social media platform or blog during work hours, excluding breaks. Given that employees are representatives of the Township, they should exercise caution with their use of social media as postings are widely accessible, not easily retractable, and likely to be around for a long time, if not permanently. Personnel should be aware that privacy settings on social media sites change, and therefore employees should

never assume that content posted on social media is protected or private. It is recommended that employees only post pictures and comments that they would be comfortable sharing with the general public.

Employees not acting in their official capacity shall not represent or give the impression that they are acting in their official capacity. Employees must never use their township email account or password in conjunction with a personal social networking or social media site. Employees should also take appropriate measures to ensure that it is known that their own personal views are not views of the Township. To reduce the potential for confusion, when appropriate, employees should state something similar to the following: “The views expressed are mine alone and do not necessarily reflect the views of my employer, Colerain Township.”

If an employee wishes to post or respond to a post in an official capacity from their personal account, the employee should include their name, position title, and directly identify themselves as a Township employee. The employee should always show respect and only post about their area of expertise or work assignment.

Employees may be subject to discipline resulting from their use of personal social media when the use of social media can be directly tied to a negative impact on the Townships image or operations and that impact outweighs the employees’ First Amendment rights or interests. Depending on the nature and severity of the violation, this could include termination of employment. Examples of circumstances that might result in disciplinary action include and not limited to:

- Release of confidential or proprietary information, this includes violating records retention policies, confidentiality policies, or the Health Insurance Portability and Accountability Act (HIPPA)
- Posts that impede the performance of any Township department
- Unauthorized use of the Township logo, branding materials, department titles, or any other marks or images
- Any “hiding” or use of algorithms that auto hide comments

If an employee is aware of or has engaged in any type of behavior that would violate this policy, they should immediately notify their supervisor, who will notify the appropriate parties for follow-up action. If an employee has any questions regarding the contents of this policy, social media use, privacy, or potential content they should seek guidance from their direct supervisor.

RESPONSIBILITY FOR TOWNSHIP ACCOUNTS

It is the responsibility of each Department Director to ensure compliance with this policy and to develop internal procedures for use of department specific social media accounts. The number of posts, frequency of posts, and content contained in posts is at the discretion of the department Director. Departments can also decide their own approach to addressing public comments, questions, and/or requests. In general, individual complaints, concerns, or service requests will not be addressed via social media. No Township employee’s personal information or email addresses shall be posted on these sites.

At a minimum, departments that have their own social media site shall designate at least one individual who will be the account administrator. In order to ensure there is a uniform voice, all potential posts

should be screened and approved by the account administrator prior to posting. This individual shall also be responsible for reviewing and responding to comments or feedback (if necessary) and should be well versed in operations of the department. This individual shall also be responsible for what is posted on the site and should ensure that all content is consistent with the department's mission, vision, and values.

In general, employees posting on an official Township social media account should remember that social media can be conversational. Employees should speak to our readers in the same manner that they would address a resident in a face-to-face setting. Try to avoid using jargon or formal language. Posts should never be combative and bear in mind that social media is not always the appropriate form of communication.

The Township will utilize social media to promote transparency and honesty in communications. However, employees shall not post on any items that are currently in litigation or likely to be in litigation in the future. Information to be posted on Township social media sites should be fact based. Chat functions on any of the Township's social media platforms shall not be used. The Township reserves the right to turn off the comment functionality on any Township social media account at any time and/or at the discretion of the Department Director responsible for maintaining the site. The Township can also discontinue the use of the platform at any time without explanation and/or warning.

It is the responsibility of the IT Director to administer security and monitoring measures that support this Policy.

RECORDS RETENTION

Public employees engaging in social media activities should be careful of the content of their communications and corresponding records retention requirements. The Township's use of social media platforms will comply with all provisions of Ohio law as all official accounts are considered extensions of the Township's information networks.

Please note that all posts from members of the public including comment, images/photos, usernames, and any other information will be reviewed by Township staff.

Please note that the public comments expressed on social media accounts do not necessarily reflect the opinions of Colerain Township Trustees. Colerain Township is not responsible for any comments made by non-Colerain Township personnel and posted on Township social media.

If a comment or post or post is ever deleted, staff shall save a screen capture as a jpeg of the content and follow proper procedures for archiving. Comments shall not be deleted, removed, or edited based solely upon the views expressed.

For questions regarding the operation and moderation of any Township social media site, please contact Colerain Township at (513) 385-7500.

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.

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.

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Contract - Choice One Engineering - Boundary Survey - \$7,625 - NOEXP
Recommend approval of all consent items.

Rationale:
The attached agreement will lead to a newly formed parcel that will separate the Impound Lot from the existing Colerain Park parcel.



Date

July 23, 2025

Attention

Jeff McElravy
jmcElravy@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Agreement for Professional Services
Impound Lot Boundary Survey
HAM-COL-2504

Dear Mr. McElravy:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Impound Lot Boundary Survey.

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

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

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

Colerain Township


Authorized Signature
8/21/25
Date

Choice One Engineering Corporation


Bradley A. Warnock, P.E., Project Manager
07/23/2025
Date

W. Central Ohio/E. Indiana

440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to provide a survey of the 15.729-acre site, splitting off the Impound Lot from the Park property as shown on the attached aerial.

Project Services

1. Boundary Survey

- a. Perform a boundary survey of approximately 15.729 acres, situate in Section 15, Town 2, Range E.R. 1, Colerain Township, Hamilton County, Ohio.
- b. Perform field reconnaissance of the existing property monumentation.
- c. Perform necessary research of Hamilton County records.
- d. Prepare one survey plat.
- e. Prepare two legal descriptions.
- f. Set final property monumentation.
- g. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property lines, we will communicate this information to the Client and survey will be put on hold. The Client will be invoiced based on time accumulated to date. Choice One can suggest possible options for Client's next steps to achieve conflict resolution. If such a situation arises, Choice One will not produce or record a survey until any conflict is resolved. Additional Choice One fees may be needed to address items not included in the above scope.

Client Responsibilities

- Provide property access.
- Payment of agency related fees other than those noted above.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Total	\$7,625.00
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Schedule

Choice One will have the survey completed and sent to the Client within 45 days after receipt of an executed agreement.

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

Property Report

Owner: COLERAIN TOWNSHIP BOARD OF TRUSTEES
Address: 4725 SPRINGDALE RD
Jurisdiction: Colerain Township
Parcel Id: 051001900305
Zoning: SUR - Single Unit Residential

Tax Map

Print

Mailing Address

COLERAIN TOWNSHIP TRUSTEES
4200 SPRINGDALE RD
CINCINNATI OH 45251419

Owner Address

COLERAIN TOWNSHIP BOARD OF TRUSTEES THE
4200 SPRINGDALE RD
CINCINNATI OH 45251

Districts

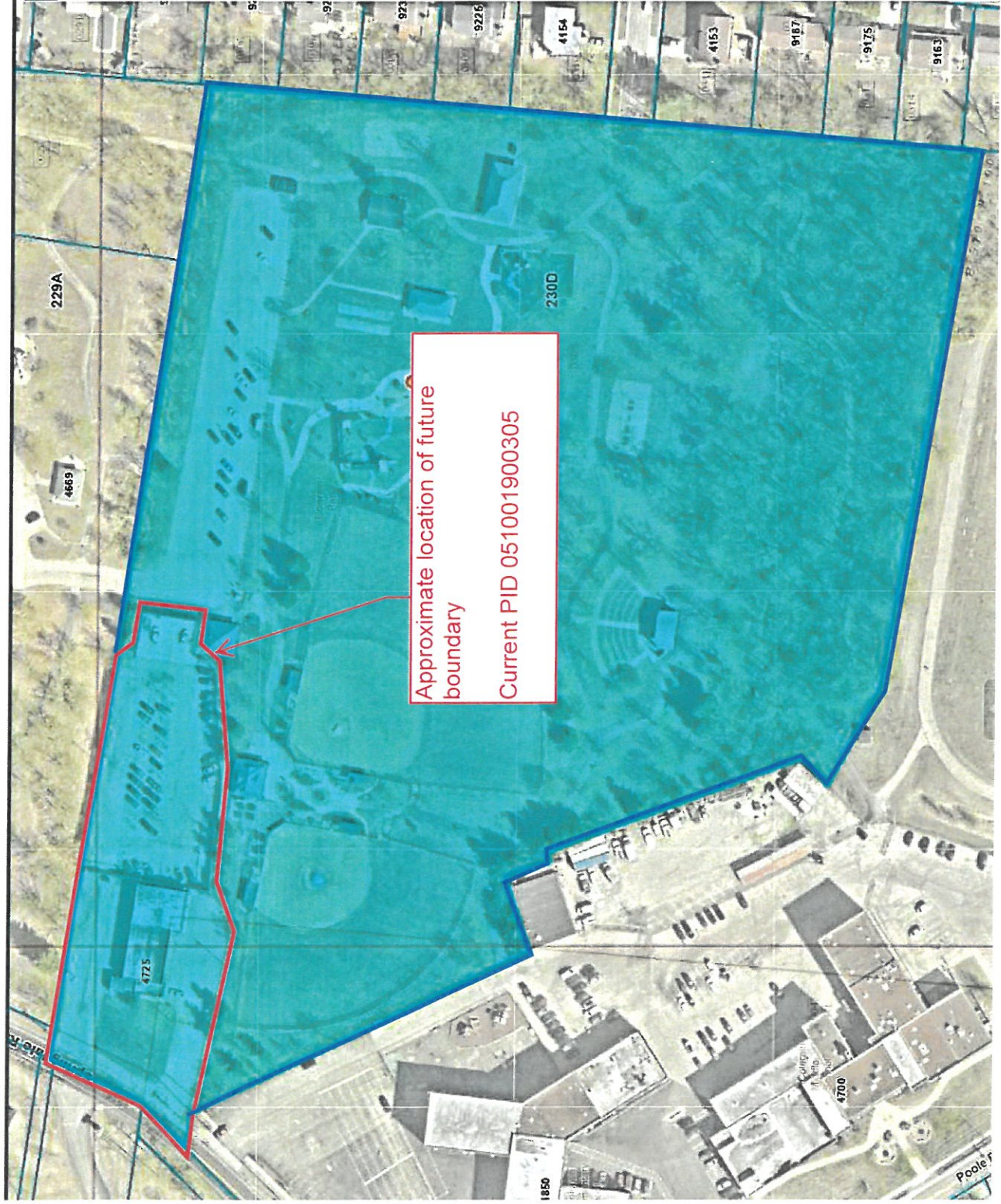
School Code Name	NORTHWEST LSD (HAMILTON CO.)
Tax District	141
Appraisal Area Name	COLERAIN 06
Jurisdiction	Colerain Township

Tax Summary

Taxes Paid	\$770.1
Annual Taxes	\$770.1
Land Use Class	630

Value Summary

Sale Date	3/12/2013
Sale Source	2



Approximate location of future boundary
Current PID 051001900305

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Arcadis - Station 26 & 102 Detention Pond Plat - \$8,000
Recommend approval of all consent items.

Rationale:
As part of the final occupancy process, the Township is required to have a separate plat for the detention ponds at Station 102 and Station 26. This contract with Arcadis will provide those documents and costs \$4,000 per station or \$8,000 total.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of _____, _____ (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	ARCADIS
Name: Colerain Township Hamilton OH Address 1: <u>2400 Springdale Road</u> City: <u>Colerain Township</u> State: <u>OH</u> Zip: <u>45251</u>	Name: <u>Arcadis US Inc</u> ("Arcadis") Address 1: <u>8101 N High St</u> Address 2: <u>Suite 100</u> City: <u>Columbus</u> State: <u>Oh</u> Zip: <u>43235</u> The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.

2. PARTY REPRESENTATIVES

CLIENT REPRESENTATIVE	ARCADIS REPRESENTATIVE
Mail Originals: <u>Colerain Township</u> <u>2400 Springdale Road</u> <u>Colerain Township OH 45251</u> Attention: <u>Jeff Weckbach</u> Telephone: <u>(513)385-7500</u> Fax: _____ With Copies To: _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	Mail Originals: <u>See above</u> _____ _____ Attention: <u>Mike Murray</u> _____ Telephone: _____ Fax: _____ With Copies To: _____ _____ Attention: _____ Telephone: _____ Fax: _____

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☐ Environmental ☒ Infrastructure ☐ PM/ CM
☐ Other: _____

The specific Services performed under this Agreement are detailed in the Work Authorizations approved by the Client and Arcadis attached hereto as Exhibit C.

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☐ Phase I ESA
☐ TDD (Technical Due Diligence)
☐ Asbestos & Other Hazardous Materials
☐ PM / CM
☐ GPS / REACH

5. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: General Terms and Conditions for Professional Services
- Exhibit(s) B: (As applicable to the scope) Special Terms and Conditions for Professional Services
- Exhibit C: Work Authorizations

6. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

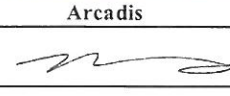
Client	Arcadis
By:  Name: <u>Jeff Weckbach</u> Title: <u>Administrator</u>	By:  Name: <u>Mike Murray</u> Title: <u>Principal</u>

EXHIBIT A
GENERAL TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

1. WARRANTY SERVICES TO BE PROVIDED

- 1.1 Arcadis shall perform the professional Consulting Services ("Services") required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon Arcadis in excess of this standard of care. Unless Arcadis expressly agrees otherwise in writing, any items not manufactured by Arcadis (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Arcadis gives no warranty on behalf of the manufacturers of such items.
- 1.2 Arcadis agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.
- 1.3 Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by the Client and Arcadis and attached hereto, and which shall constitute a part of this Agreement. The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity that is authorized and licensed to perform services in the respective state, province or country where the work is being performed. Arcadis shall not subcontract the whole or any part of the Services (other than to its affiliates or subsidiaries) without first receiving the consent of Client. Arcadis may perform the Services through a combination of its own employees and employees of its Affiliates and that the use of such Affiliate labor shall not be deemed a subcontract for purposes of this Agreement.

- 1.4 Arcadis shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to Arcadis. Any schedule requirements applicable to Arcadis Services will be set forth in the Work Authorization. The Parties acknowledge and agree the Terms of this Agreement are primarily intended to govern Services performed in the United States. For any proposed Services performed outside of the U.S., the parties will address the relevant terms of those Services specifically in the Work Authorization, including but not limited to matters of governing law and any regulations of local concern to the jurisdiction where the Services are to be performed. In the event proposed work in a foreign jurisdiction creates changed obligations, including but not limited to health or safety concerns, currency rates, taxes, limitations of liability, insurance, indemnity or performance standards, Arcadis shall notify the Client, and Arcadis shall have no obligation to accept or proceed with any work under this Agreement or any proposed Work Authorization.
- 1.5 This Agreement shall remain in effect until terminated in accordance with the specifications noted in Section 3, herein.
- 1.6 At any time after execution of this Agreement, Client may request changes in Arcadis Services consisting of additions, deletions, and revisions within the general scope of services being performed by Arcadis under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified Arcadis of a change, Arcadis shall submit to Client within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should Arcadis be obstructed or delayed in the commencement, performance or completion of the Services, without fault on its part, then Arcadis will be entitled to an adjustment in compensation and/or an extension in the schedule.

- 1.7 Notwithstanding the above, Client may direct Arcadis in writing to perform the change prior to approval of price and schedule adjustments by Client. If so directed, Arcadis shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated.

2. PAYMENT TERMS

- 2.1 Client agrees to pay for the Services performed by Arcadis in accordance with this Agreement and any approved Work Authorization. In the event the Client, its successors and assigns are comprised of more than one individual or other legal entity (or any combination thereof), then each and every obligation or undertaking herein to be fulfilled or performed by Client shall be the joint and several obligation of each, including but not limited to responsibility for any payment obligations under this Agreement, regardless. The Work Authorization may also specify any required Mobilization Fee or other Retainer, Lump Sum Fees, then-current Hourly Billing Rates, and Reimbursable Expenses. Arcadis will adjust its rates on an annual basis, and at a minimum in accordance with the CPI-U Index plus one percent. For project sites located in the United States, payment shall be made in U.S. dollars. For project sites located outside the United States, payment shall be made in the currency as set forth in the individual Work Authorization. Furthermore, for project sites located outside the United States, responsibility for any taxes will be addressed in the Work Authorization.

- 2.2 Arcadis shall invoice the Client every thirty (30) days for Services in accordance with Arcadis standard invoicing practices; provided however, Arcadis may in its reasonable discretion, invoice the Client in advance and/or bi-weekly, unless contrary to regulations or the Client's procurement procedures. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

Bank: Bank of America

Wire Transfer routing (ABA) number:

Account name: Arcadis US, Inc. Lockbox Account
SWIFT Code for international payments: BOFAUS3N

Send eMail notifications of payment to:
Remit-Mailbox@arcadis-us.com

To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY)

Please Remit To:
Arcadis US, Inc.
62638 Collections Center Drive
Chicago, IL 60693-0626

- 2.3 If Client fails to make any payment due Arcadis for services and expenses within thirty (30) days after receipt of invoice, the amounts due Arcadis will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.
- 2.4 If Client reasonably objects to any portion of an invoice, the Client shall provide written notification to Arcadis of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client shall waive any objections to Arcadis invoice if it fails to timely provide such written notice to Arcadis. The undisputed portion shall be paid immediately and Client shall not offset amounts due Arcadis under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of undisputed invoices by Client is not maintained on a current basis, Arcadis may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and Arcadis shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

- 2.5 If Arcadis is required to respond to legal process arising out of a proceeding related to the Services, Client or Site, then Client shall promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation reasonable attorney's fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents, for appearance of an Arcadis employee and/or agent at a deposition, trial or other legal proceeding) – provided that Arcadis is not a named party to such legal proceeding.

3. TERMINATION OF AGREEMENT

- 3.1 **Termination for Convenience** - Either Party may terminate this Agreement and any associated Work Authorizations for its convenience after giving five (5) days' written notice to the other Party. However, Arcadis shall not have the right to terminate this Agreement, without cause, prior to completion by Arcadis of all Services required under the Agreement or any outstanding Work Authorizations. In the event Client terminates Arcadis services without cause and/or for Client's convenience, Client shall be liable to promptly pay Arcadis for all work performed through the date of termination, all of Arcadis expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by Arcadis in terminating any contracts entered into in connection with the performance of its Services.
- 3.2 **Termination for Cause** – Either Party may terminate this Agreement for cause. Termination for cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice within which to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken such reasonably diligent efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

4. CONFLICT OF INTEREST

- 4.1 Arcadis shall not perform, or enter into any agreement for services for any other person,

corporation or entity, except with prior written consent of Client, if the performance of the services could result in a conflict with Arcadis obligations under this Agreement. Arcadis represents that it has reasonably evaluated potential conflicts and has disclosed to Client any prior or existing relationships which present, or could appear to present, a conflict with the Services to be performed.

5. USE OF DOCUMENTS

- 5.1 All documents provided by Arcadis pursuant to this Agreement are instruments of service of Arcadis, and Arcadis shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to Arcadis for such documents pursuant to this Agreement. All documents generated by Arcadis pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others on any other project, or for any other purposes other than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of Arcadis. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by Arcadis for the specific purposes then intended shall be at the Client's and user's sole risk, without any liability whatsoever to Arcadis, and Client agrees to indemnify and hold harmless Arcadis from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.
- 5.2 The Parties agree that reports prepared by or on behalf of Arcadis pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless Arcadis agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time,

by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by Arcadis or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by Arcadis or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that Arcadis or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by Arcadis or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by Arcadis or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of Arcadis pertaining to site conditions.

6. RECORD RETENTION

- 6.1 Any material files, reports and other work product generated in connection with or related to Arcadis Services, shall be retained and stored by Arcadis in hard copy and/or electronic form for a period of ten (10) years from the completion of Services or such other period as specified by the client. If Client decides to retain said records, it must notify Arcadis no later than thirty (30) days prior to the expiration of the period. Any additional expense of retaining documents or transfer of documents to Client at the end of such ten (10) year period will be at Client's expense. Provided however, that this provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

7. PROPRIETARY RIGHTS

7.1 Client acknowledges that Arcadis has developed proprietary systems, processes, apparatus, analytical tools, models, software, source code, know-how and methods which Arcadis uses in its business. Such systems, processes, apparatus, analytical tools, models, and methods, including all source code,

software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Arcadis, including any made as a result of the Work or Services performed by Arcadis for Client hereunder ("Arcadis Intellectual Property"), shall be and shall remain the sole property of Arcadis. Neither the Client, nor any third party, shall acquire any right, title or interest in Arcadis Intellectual Property, regardless of whether the same was initially created, used or first reduced to practice in tangible or intangible form in the course of the provision of the Work or Services hereunder. In accordance with the terms of any Work Authorization(s) and/or "End-User License Agreement" (EULA), Arcadis hereby grants Client a royalty free, non-exclusive right to use any Arcadis Intellectual Property for its internal business purposes only, and to the fullest extent necessary for Client to enjoy the benefits of the Work or Services.

8. INDEMNIFICATION

8.1 Arcadis shall indemnify, defend and hold harmless Client, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which Client and its directors, officers, employees and agents hereafter may suffer as the result of any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of Arcadis. Arcadis shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by Client or its directors, officers, employees or agents, or by any other person or entity not acting on Arcadis' behalf or under Arcadis' right of direction or control.

The Client agrees that it will obtain indemnification of Arcadis from any contractors hired or retained by Client for claims arising from or related to the contractor's acts or omissions in performing any work that is the subject matter of this Agreement and any Work Authorizations.

Client acknowledges and agrees that Arcadis neither created nor contributed to, nor shall Arcadis be liable to Client or any third party for, the creation or existence of any type of hazardous or toxic waste,

material, chemical, compound, or substance or any other type of environmental hazard, contamination, nuisance or pollution, whether latent or not, or the release thereof or the violation of any law or regulation thereto, existing or present at the Site prior to the commencement of Services, whether known or unknown ("Pre-existing Contamination"), and the Client shall indemnify, defend and hold Arcadis harmless from any and all losses, interest, liabilities, proceedings, causes of action, claims, suits, demands, damages, judgments, penalties, costs and expenses (collectively "Claims") sustained or incurred by Arcadis or its subcontractor(s) in connection with, arising from or related to any such Pre-Existing Contamination, except to the extent such Claims are caused by the negligence or willful misconduct of Arcadis and its subcontractor(s).

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of Arcadis and its directors, officers, employees, agents or subcontractors (collectively "Arcadis Parties"), to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement shall not exceed the fees paid to Arcadis under this Agreement.

9.2 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either Client or Arcadis be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement.

9.3 The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

10. INSURANCE

10.1 Arcadis shall maintain for the term of this Agreement:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

Insurance requirements for project sites outside of the United States, as defined in the Work Authorization will be established by the parties on a case by case basis in accordance with customary business practices of the insurance market in which the project site is located. Client shall reimburse Arcadis for the costs of local insurance where such insurance is required by the local law or government or regulatory authority.

11. CONFIDENTIALITY

11.1 In order to protect the Client's confidential and proprietary commercial and financial information, any documents records, data or communications provided by Client or produced by Arcadis for Client shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of Arcadis in breach of the Agreement; (iii) information is independently developed by Arcadis; (iv) the information is acquired by Arcadis from a third party not delivered to Arcadis in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event Arcadis believes that it is required by law to reveal or disclose any information, prior to disclosure or production Arcadis shall first notify Client in writing.

12. NOTICES

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. MEDIATION

13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation, mutually agree upon a mediator, under the applicable rules of the American Arbitration Association before having recourse to a judicial forum. The parties will share all costs associated with the mediation. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

14. CONSTRUCTION COST ESTIMATES

14.1 The Client shall advise Arcadis in writing before design commencement of any budgetary limitations for the overall cost of construction. Arcadis will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent Arcadis' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Client acknowledges that neither Arcadis nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.

15. PLAN INFORMATION

15.1 If the scope of services provide for the preparation of plans or drawings by Arcadis, Arcadis makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

16. GENERAL PROVISIONS

16.1 **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by Client and Arcadis.

16.2 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and Arcadis, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and Arcadis that sub consultants and any other person other than the Client or Arcadis receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

16.3 **Force Majeure** – Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

16.4 **Severability and Waiver** – If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent

manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.

16.5 Governing Law – The laws of the State in which the Project is located shall govern this Agreement and the legal relations of the Parties.

16.6 Compliance with Law – Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. In addition, Arcadis and Client shall comply with all laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement. Client shall cooperate with Arcadis in obtaining any permits or licenses required for the performance of the Services.

16.7 Delegation and Assignment– A Party may at any time delegate or assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.

16.8 Headings – Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

16.9 Excluded Services. Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or

other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

17. ACCESS TO PREMISES

17.1 During the term of this Agreement, Client shall grant to or cause to be made available to Arcadis reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing Arcadis to perform the Services and fulfill its obligations under this Agreement. Client shall immediately notify Arcadis if Client is unable to obtain necessary access within a timely manner. Should Arcadis be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the location, and then Arcadis will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

18. SITE CONDITIONS

18.1 Arcadis shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Arcadis in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

18.2 Client shall provide to Arcadis all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, Arcadis shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or

unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.



ARCADIS
8101 N High St Suite 100
Columbus OH 43235 USA
tel 614 818 4900 fax 614 881 4901

August 25, 2025

EXHIBIT B – SCOPE OF WORK

Jeff Weckbach
Colerain Township
2400 Springdale Rd
Colerain Township, Ohio 45251

SURVEYING AND PLATTING SERVICES COLERAIN TOWNSHIP OH (HAMILTON COUNTY)

Dear Mr. Weckbach:

Further to our recent discussions, we are pleased to provide you (the "Client") with this Agreement for surveying and platting services for your project based on the information set out below.

The potential project includes surveying and preparation of an easement plat services at 2 locations in Colerain Township. The first location is the new Fire Station #26 and then Fire Station #102.

Our team has completed previous survey activities at the Colerain FS #26 location so our level of field work required to complete the lot split is less extensive than it will be for the impound lot. Outlined below is our scope of work for both locations.

Arcadis USA) Inc. ("Arcadis") is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire – to help our clients create liveable, sustainable, and advanced urban environments.

- I. Colerain FS #26 Detention Pond Easement - PO571-25
 - a. The Hamilton County Soil and Water Department is requiring a final detention pond easement plat as part of the final approval process to release the certificate of occupancy for FS #26 in Colerain Township.
 - b. Prepare easement Plat of Survey for review by Township and Hamilton County recordable in Hamilton County.
 - c. Provide a stamped & signed drawing and Legal Descriptions after county review.

- II. Colerain FS #102 Detention Pond Easement - PO572-25
 - a. The Hamilton County Soil and Water Department is requiring a final detention pond easement plat as part of the final approval process to release the certificate of occupancy for FS #102 in Colerain Township.
 - b. Prepare easement Plat of Survey for review by Township and Hamilton County recordable in Hamilton County.
 - c. Provide a stamped & signed drawing and Legal Descriptions after county review.

For this project, we have made the following assumptions:

1. Once started, the design will move forward through completion. Delays of 4 months or more may require our team to re-evaluate the scope of work, schedule and fee.
2. Any revisions/ modifications that are requested during design or construction that are a result of client changes in direction or layout are not included. However, if revisions are necessary, we will discuss the change in the scope of services and determine a fee for the additional services at that time.
3. Legal services, deeds, etc. are by others and are not included in this Proposal.
4. The Site is properly zoned, and Arcadis will not be responsible for zoning clearance requirements.
5. This proposal includes submitting for approvals for the proposed lot splits identified in our Scope of Services but does not include costs associated with obtaining approvals.
6. Our scope of work does not include recording the lot splits.

2. Your Schedule

Upon receipt of the signed contract, we can get started within 3 weeks of notice to proceed.

3. Payment

Based on the Schedule and the Services you will pay us on the following LUMP SUM basis.

- I. Colerain FS #26 Easement Plat \$4,000.00 - PO571-25
- II. Colerain FS #102 Easement Plat \$4,000.00 - PO572-25

Assumes both tasks are authorized concurrently. If delayed or separated it will be \$4500/site.

We invoice for payment on a monthly basis. Thereafter, payment is due within thirty (30) days of your receipt of our invoice.

The other terms relating to this project are set out in our Standard Terms & Conditions, as attached. We look forward to working with you. Should you have any questions about the materials presented, or need additional information, please do not hesitate to contact Mike Murray at 614-818-4900 or (513) 509-9336.

Yours truly,
Arcadis US Inc.



Name: Mike Murray

Title: Director :

If this accurately sets out our understanding and is acceptable to you, please indicate your agreement by signing in the space below.

Agreed to and accepted effective the date of this Agreement.

Colerain Township

By:

Name:

Title:

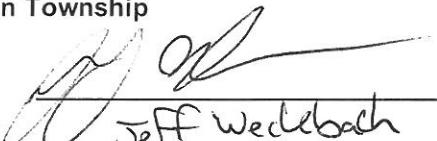

Jeff Wedelbach
Administrator

EXHIBIT C
WORK AUTHORIZATION
NO. _____

This Work Authorization is entered into by and between Arcadis US Inc, a _____ corporation ("Arcadis") and Colerain Township Hamilton County OH "Client"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated August 25 2025 (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes Arcadis to perform the following general scope of Basic Services:
See attached document

- 1.2 Client authorizes Arcadis to provide the Basic Services described in this Work Authorization in connection with the following Project or Site(s): **Colerain Township FS # 26 and # 102 – preparation of easement plats related to the stormwater management ponds to obtain approval from Hamilton County Soil and Water District**
- 1.3 The above-described Basic Services shall be provided by Arcadis in phases, as set forth below. (N/A indicates phase is not applicable to services to be provided under this Work Authorization).

COMPENSATION FOR SERVICES

9.1 Lump Sum Method:

- 9.1.1 Client shall pay Arcadis a lump sum fee of \$8,000 for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

REMITTANCE INFORMATION

To pay invoices by ACH or Wire :

Bank: Bank of America

Wire Transfer routing (ABA) _____

Send eMail notifications of payment to:

Remit-Mailbox@Arcadis-us.com

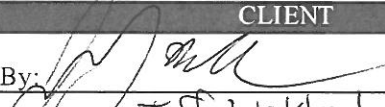
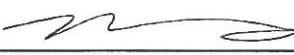
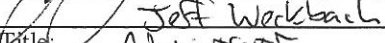
To pay invoices by check, use the following information (FOR U.S. MAIL and COURIER DELIVERY)

Please Remit To:
Arcadis US, Inc.
62638 Collections Center Drive
Chicago, IL 60693-0626

SCHEDULE FOR SERVICES

Arcadis shall perform the Basic Services described above in accordance with the following schedule:

Upon receipt of the signed contract, we can get started within 3 weeks of notice to proceed.

CLIENT		ARCADIS	
By: 		By: 	
 Jeff Werbach		Michael S Murray	
Title: Administrator		Title: Director	
Date: 8/28/25		Date: August 27, 2025	

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Arcadis - Boundary Survey - \$8,500
Recommend approval of all consent items.

Rationale:
The attached agreement will separate the parcels at Groesbeck Park to create a new dedicated parcel specific to Fire Station 26.

PROFESSIONAL SERVICES AGREEMENT

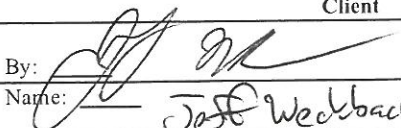
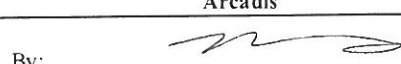
This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of _____, _____ (the "Effective Date").	
1. PARTIES (individually a "Party" and collectively the "Parties")	
CLIENT Name: Colerain Township Hamilton OH Address 1: <u>2400 Springdale Road</u> City: <u>Colerain Township</u> State: <u>OH</u> Zip: <u>45251</u>	ARCADIS Name: <u>Arcadis US Inc</u> ("Arcadis") Address 1: <u>8101 N High St</u> Address 2: <u>Suite 100</u> City: <u>Columbus</u> State: <u>Oh</u> Zip: <u>43235</u> The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.
2. PARTY REPRESENTATIVES	
CLIENT REPRESENTATIVE Mail Originals: Colerain Township 2400 Springdale Road Colerain Township OH 45251 Attention: <u>Jeff Weckbach</u> Telephone: <u>(513)385-7500</u> Fax: _____ With Copies To: _____ _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	ARCADIS REPRESENTATIVE Mail Originals: <u>See above</u> _____ _____ Attention: <u>Mike Murray</u> Telephone: _____ Fax: _____ With Copies To: _____ _____ _____ Attention: _____ Telephone: _____ Fax: _____
3. GENERAL TYPES OF SERVICES TO BE PERFORMED	4. SPECIAL TYPES OF SERVICES TO BE PERFORMED
Check each appropriate box: ☐ Environmental ☒ Infrastructure ☐ PM/ CM ☐ Other _____ The specific Services performed under this Agreement are detailed in the Work Authorizations approved by the Client and Arcadis attached hereto as Exhibit C.	Check each appropriate box: ☐ Phase I ESA ☐ TDD (Technical Due Diligence) ☐ Asbestos & Other Hazardous Materials ☐ PM / CM ☐ GPS / REACH
5. AGREEMENT	
The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement: - Exhibit A: General Terms and Conditions for Professional Services - Exhibit(s) B: (As applicable to the scope) Special Terms and Conditions for Professional Services - Exhibit C: Work Authorizations	
6. EXECUTION	
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.	
Client	Arcadis
By:  Name: <u>Jeff Weckbach</u>	By:  Name: _____ <u>Mike Murray</u>
Title: _____ <u>Administrator</u>	Title: _____ <u>Director</u>

EXHIBIT A
GENERAL TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

1. WARRANTY SERVICES TO BE PROVIDED

1.1 Arcadis shall perform the professional Consulting Services ("Services") required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon Arcadis in excess of this standard of care. Unless Arcadis expressly agrees otherwise in writing, any items not manufactured by Arcadis (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Arcadis gives no warranty on behalf of the manufacturers of such items.

1.2 Arcadis agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

1.3 Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by the Client and Arcadis and attached hereto, and which shall constitute a part of this Agreement. The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity that is authorized and licensed to perform services in the respective state, province or country where the work is being performed. Arcadis shall not subcontract the whole or any part of the Services (other than to its affiliates or subsidiaries) without first receiving the consent of Client. Arcadis may perform the Services through a combination of its own employees and employees of its Affiliates and that the use of such Affiliate labor shall not be deemed a subcontract for purposes of this Agreement.

1.4 Arcadis shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to Arcadis. Any schedule requirements applicable to Arcadis Services will be set forth in the Work Authorization. The Parties acknowledge and agree the Terms of this Agreement are primarily intended to govern Services performed in the United States. For any proposed Services performed outside of the U.S., the parties will address the relevant terms of those Services specifically in the Work Authorization, including but not limited to matters of governing law and any regulations of local concern to the jurisdiction where the Services are to be performed. In the event proposed work in a foreign jurisdiction creates changed obligations, including but not limited to health or safety concerns, currency rates, taxes, limitations of liability, insurance, indemnity or performance standards, Arcadis shall notify the Client, and Arcadis shall have no obligation to accept or proceed with any work under this Agreement or any proposed Work Authorization.

1.5 This Agreement shall remain in effect until terminated in accordance with the specifications noted in Section 3, herein.

1.6 At any time after execution of this Agreement, Client may request changes in Arcadis Services consisting of additions, deletions, and revisions within the general scope of services being performed by Arcadis under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified Arcadis of a change, Arcadis shall submit to Client within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should Arcadis be obstructed or delayed in the commencement, performance or completion of the Services, without fault on its part, then Arcadis will be entitled to an adjustment in compensation and/or an extension in the schedule.

- 1.7 Notwithstanding the above, Client may direct Arcadis in writing to perform the change prior to approval of price and schedule adjustments by Client. If so directed, Arcadis shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated.

2. PAYMENT TERMS

- 2.1 Client agrees to pay for the Services performed by Arcadis in accordance with this Agreement and any approved Work Authorization. In the event the Client, its successors and assigns are comprised of more than one individual or other legal entity (or any combination thereof), then each and every obligation or undertaking herein to be fulfilled or performed by Client shall be the joint and several obligation of each, including but not limited to responsibility for any payment obligations under this Agreement, regardless. The Work Authorization may also specify any required Mobilization Fee or other Retainer, Lump Sum Fees, then-current Hourly Billing Rates, and Reimbursable Expenses. Arcadis will adjust its rates on an annual basis, and at a minimum in accordance with the CPI-U Index plus one percent. For project sites located in the United States, payment shall be made in U.S. dollars. For project sites located outside the United States, payment shall be made in the currency as set forth in the individual Work Authorization. Furthermore, for project sites located outside the United States, responsibility for any taxes will be addressed in the Work Authorization.
- 2.2 Arcadis shall invoice the Client every thirty (30) days for Services in accordance with Arcadis standard invoicing practices; provided however, Arcadis may in its reasonable discretion, invoice the Client in advance and/or bi-weekly, unless contrary to regulations or the Client's procurement procedures. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

Bank: Bank of America

Wire Transfer routing (ABA) number:

Account name: Arcadis US, Inc. Lockbox

**Send eMail notifications of payment to:
Remit-Mailbox@arcadis-us.com**

**To send a check, use the following
information (FOR U.S. MAIL and
COURIER DELIVERY)**

**Please Remit To:
Arcadis US, Inc.
62638 Collections Center Drive
Chicago, IL 60693-0626**

- 2.3 If Client fails to make any payment due Arcadis for services and expenses within thirty (30) days after receipt of invoice, the amounts due Arcadis will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.
- 2.4 If Client reasonably objects to any portion of an invoice, the Client shall provide written notification to Arcadis of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client shall waive any objections to Arcadis invoice if it fails to timely provide such written notice to Arcadis. The undisputed portion shall be paid immediately and Client shall not offset amounts due Arcadis under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of undisputed invoices by Client is not maintained on a current basis, Arcadis may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and Arcadis shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

- 2.5 If Arcadis is required to respond to legal process arising out of a proceeding related to the Services, Client or Site, then Client shall promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation reasonable attorney's fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents, for appearance of an Arcadis employee and/or agent at a deposition, trial or other legal proceeding) – provided that Arcadis is not a named party to such legal proceeding.

3. TERMINATION OF AGREEMENT

- 3.1 **Termination for Convenience** - Either Party may terminate this Agreement and any associated Work Authorizations for its convenience after giving five (5) days' written notice to the other Party. However, Arcadis shall not have the right to terminate this Agreement, without cause, prior to completion by Arcadis of all Services required under the Agreement or any outstanding Work Authorizations. In the event Client terminates Arcadis services without cause and/or for Client's convenience, Client shall be liable to promptly pay Arcadis for all work performed through the date of termination, all of Arcadis expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by Arcadis in terminating any contracts entered into in connection with the performance of its Services.
- 3.2 **Termination for Cause** – Either Party may terminate this Agreement for cause. Termination for cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice within which to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken such reasonably diligent efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

4. CONFLICT OF INTEREST

- 4.1 Arcadis shall not perform, or enter into any agreement for services for any other person,

corporation or entity, except with prior written consent of Client, if the performance of the services could result in a conflict with Arcadis obligations under this Agreement. Arcadis represents that it has reasonably evaluated potential conflicts and has disclosed to Client any prior or existing relationships which present, or could appear to present, a conflict with the Services to be performed.

5. USE OF DOCUMENTS

- 5.1 All documents provided by Arcadis pursuant to this Agreement are instruments of service of Arcadis, and Arcadis shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to Arcadis for such documents pursuant to this Agreement. All documents generated by Arcadis pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others on any other project, or for any other purposes other than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of Arcadis. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by Arcadis for the specific purpose then intended shall be at the Client's and user's sole risk, without any liability whatsoever to Arcadis, and Client agrees to indemnify and hold harmless Arcadis from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.
- 5.2 The Parties agree that reports prepared by or on behalf of Arcadis pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless Arcadis agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time,

by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by Arcadis or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by Arcadis or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that Arcadis or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by Arcadis or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by Arcadis or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of Arcadis pertaining to site conditions.

6. RECORD RETENTION

- 6.1 Any material files, reports and other work product generated in connection with or related to Arcadis Services, shall be retained and stored by Arcadis in hard copy and/or electronic form for a period of ten (10) years from the completion of Services or such other period as specified by the client. If Client decides to retain said records, it must notify Arcadis no later than thirty (30) days prior to the expiration of the period. Any additional expense of retaining documents or transfer of documents to Client at the end of such ten (10) year period will be at Client's expense. Provided however, that this provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

7. PROPRIETARY RIGHTS

7.1 Client acknowledges that Arcadis has developed proprietary systems, processes, apparatus, analytical tools, models, software, source code, know-how and methods which Arcadis uses in its business. Such systems, processes, apparatus, analytical tools, models, and methods, including all source code,

software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Arcadis, including any made as a result of the Work or Services performed by Arcadis for Client hereunder ("Arcadis Intellectual Property"), shall be and shall remain the sole property of Arcadis. Neither the Client, nor any third party, shall acquire any right, title or interest in Arcadis Intellectual Property, regardless of whether the same was initially created, used or first reduced to practice in tangible or intangible form in the course of the provision of the Work or Services hereunder. In accordance with the terms of any Work Authorization(s) and/or "End-User License Agreement" (EULA), Arcadis hereby grants Client a royalty free, non-exclusive right to use any Arcadis Intellectual Property for its internal business purposes only, and to the fullest extent necessary for Client to enjoy the benefits of the Work or Services.

8. INDEMNIFICATION

8.1 Arcadis shall indemnify, defend and hold harmless Client, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which Client and its directors, officers, employees and agents hereafter may suffer as the result of any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of Arcadis. Arcadis shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by Client or its directors, officers, employees or agents, or by any other person or entity not acting on Arcadis' behalf or under Arcadis' right of direction or control.

The Client agrees that it will obtain indemnification of Arcadis from any contractors hired or retained by Client for claims arising from or related to the contractor's acts or omissions in performing any work that is the subject matter of this Agreement and any Work Authorizations.

Client acknowledges and agrees that Arcadis neither created nor contributed to, nor shall Arcadis be liable to Client or any third party for, the creation or existence of any type of hazardous or toxic waste,

material, chemical, compound, or substance or any other type of environmental hazard, contamination, nuisance or pollution, whether latent or not, or the release thereof or the violation of any law or regulation thereto, existing or present at the Site prior to the commencement of Services, whether known or unknown ("Pre-existing Contamination"), and the Client shall indemnify, defend and hold Arcadis harmless from any and all losses, interest, liabilities, proceedings, causes of action, claims, suits, demands, damages, judgments, penalties, costs and expenses (collectively "Claims") sustained or incurred by Arcadis or its subcontractor(s) in connection with, arising from or related to any such Pre-Existing Contamination, except to the extent such Claims are caused by the negligence or willful misconduct of Arcadis and its subcontractor(s).

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of Arcadis and its directors, officers, employees, agents or subcontractors (collectively "Arcadis Parties"), to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement shall not exceed the fees paid to Arcadis under this Agreement.

9.2 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either Client or Arcadis be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement.

9.3 The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

10. INSURANCE

10.1 Arcadis shall maintain for the term of this Agreement:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

Insurance requirements for project sites outside of the United States, as defined in the Work Authorization will be established by the parties on a case by case basis in accordance with customary business practices of the insurance market in which the project site is located. Client shall reimburse Arcadis for the costs of local insurance where such insurance is required by the local law or government or regulatory authority.

11. CONFIDENTIALITY

11.1 In order to protect the Client's confidential and proprietary commercial and financial information, any documents records, data or communications provided by Client or produced by Arcadis for Client shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of Arcadis in breach of the Agreement; (iii) information is independently developed by Arcadis; (iv) the information is acquired by Arcadis from a third party not delivered to Arcadis in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event Arcadis believes that it is required by law to reveal or disclose any information, prior to disclosure or production Arcadis shall first notify Client in writing.

12. NOTICES

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. MEDIATION

13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation, mutually agree upon a mediator, under the applicable rules of the American Arbitration Association before having recourse to a judicial forum. The parties will share all costs associated with the mediation. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

14. CONSTRUCTION COST ESTIMATES

14.1 The Client shall advise Arcadis in writing before design commencement of any budgetary limitations for the overall cost of construction. Arcadis will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent Arcadis' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Client acknowledges that neither Arcadis nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.

15. PLAN INFORMATION

15.1 If the scope of services provide for the preparation of plans or drawings by Arcadis, Arcadis makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

16. GENERAL PROVISIONS

16.1 **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by Client and Arcadis.

16.2 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and Arcadis, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and Arcadis that sub consultants and any other person other than the Client or Arcadis receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

16.3 **Force Majeure** – Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

16.4 **Severability and Waiver** – If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent

manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.

16.5 Governing Law – The laws of the State in which the Project is located shall govern this Agreement and the legal relations of the Parties.

16.6 Compliance with Law – Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. In addition, Arcadis and Client shall comply with all laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement. Client shall cooperate with Arcadis in obtaining any permits or licenses required for the performance of the Services.

16.7 Delegation and Assignment– A Party may at any time delegate or assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.

16.8 Headings – Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

16.9 Excluded Services. Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or

other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

17. ACCESS TO PREMISES

17.1 During the term of this Agreement, Client shall grant to or cause to be made available to Arcadis reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing Arcadis to perform the Services and fulfill its obligations under this Agreement. Client shall immediately notify Arcadis if Client is unable to obtain necessary access within a timely manner. Should Arcadis be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the location, and then Arcadis will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

18. SITE CONDITIONS

18.1 Arcadis shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Arcadis in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

18.2 Client shall provide to Arcadis all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, Arcadis shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or

unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.



ARCADIS
8101 N High St Suite 100
Columbus OH 43235 USA
tel 614 818 4900 fax 614 881 4901

September 1, 2025

Jeff Weckbach
Colerain Township
2400 Springdale Rd
Colerain Township, Ohio 45251

**SURVEYING AND PLATTING SERVICES
COLERAIN TOWNSHIP OH (HAMILTON COUNTY)**

Dear Mr. Weckbach:

Further to our recent discussions, we are pleased to provide you (the "Client") with this Agreement for surveying and platting services for your project based on the information set out below.

The potential project includes surveying and lot/split platting services for the new Fire Station #26 on Clara Avenue in Colerain Township OH.

Our team has completed previous survey activities at the Colerain FS #26 location. Outlined below is our scope of work.

Arcadis USA) Inc. ("Arcadis") is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire – to help our clients create liveable, sustainable, and advanced urban environments.

- I. Colerain FS #26 Lot Split
 - Prepare Plat of Survey for review by Township and Hamilton County recordable in Hamilton County.
 - Submit Plat of Survey & Legal Descriptions to Colerain Township and Hamilton County Engineer for review and comments.
 - Provide a stamped & signed drawing and Legal Descriptions after county review.
 - Set property pins.

For this project, we have made the following assumptions:

1. Once started, the design will move forward through completion. Delays of 4 months or more may require our team to re-evaluate the scope of work, schedule and fee.
2. Any revisions/ modifications that are requested during design or construction that are a result of client changes in direction or layout are not included. However, if revisions are necessary, we will discuss the change in the scope of services and determine a fee for the additional services at that time.
3. Legal services, deeds, etc. are by others and are not included in this Proposal.
4. The Site is properly zoned, and Arcadis will not be responsible for zoning clearance requirements.
5. This proposal includes submitting for approvals for the proposed lot splits identified in our Scope of Services but does not include costs associated with obtaining approvals.
6. Our scope of work does not include recording the lot splits.

2. Your Schedule

Upon receipt of the signed contract, we can get started within 3 weeks of notice to proceed.

3. Payment

Based on the Schedule and the Services you will pay us on the following LUMP SUM basis.

- I. Colerain FS #26 Lot Split \$8,500.00

We invoice for payment on a monthly basis. Thereafter, payment is due within thirty (30) days of your receipt of our invoice.

The other terms relating to this project are set out in our Standard Terms & Conditions, as attached. We look forward to working with you. Should you have any questions about the materials presented, or need additional information, please do not hesitate to contact Mike Murray at 614-818-4900 or (513) 509-9336.

Yours truly,
Arcadis US Inc.



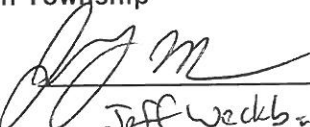
Name: Mike Murray

Title: Director :

If this accurately sets out our understanding and is acceptable to you, please indicate your agreement by signing in the space below.

Agreed to and accepted effective the date of this Agreement.

Colerain Township

By: 

Name: Jeff Weckbach

Title: Administrator

EXHIBIT C
WORK AUTHORIZATION
NO. _____

This Work Authorization is entered into by and between Arcadis US Inc, a _____ corporation ("Arcadis") and Colerain Township Hamilton County OH "Client"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated September 3, 2025 (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes Arcadis to perform the following general scope of Basic Services:
See attached document

1.2 Client authorizes Arcadis to provide the Basic Services described in this Work Authorization in connection with the following Project or Site(s): **The potential project includes surveying and lot/split platting services at the new Fire Station #26 on Clara Avenue in Colerain Township OH.**

1.3 The above-described Basic Services shall be provided by Arcadis in phases, as set forth below. (N/A indicates phase is not applicable to services to be provided under this Work Authorization).

COMPENSATION FOR SERVICES

9.1 **Lump Sum Method:**

9.1.1 Client shall pay Arcadis a lump sum fee of \$8,500 for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

REMITTANCE INFORMATION

To pay invoices by ACH or Wire :

Bank: Bank of America

Wire Transfer routing (ABA)

Send eMail notifications of payment to:

Remit-Mailbox@Arcadis-us.com

To pay invoices by check, use the following information (FOR U.S. MAIL and COURIER DELIVERY)

Please Remit To:

Arcadis US, Inc.

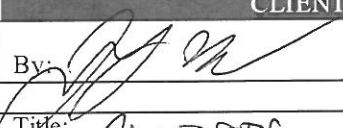
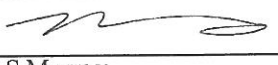
62638 Collections Center Drive

Chicago, IL 60693-0626

SCHEDULE FOR SERVICES

Arcadis shall perform the Basic Services described above in accordance with the following schedule:

Upon receipt of the signed contract, we can get started within 3 weeks of notice to proceed.

CLIENT		ARCADIS	
By:		By:	
Title:	ADMINISTRATOR	Title:	Director
Date:	9/4/25	Date:	September 3, 2025

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Contract - TransUnion - TL Oxp Online - \$1,800 - 1 Year
Recommend approval of all consent items.

Rationale:
Contract with TransUnion for access to search database for investigations.



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": <u>Colerain Police.</u> Agency ID: <u>5869931.</u> TRADS Services: <u>TLOxp® Online - Non-Batch LE Flat Rate.</u> Effective Date: <u>08/01/2025</u> Supplement Term: <u>12</u> month(s) without auto-renewal.	"Monthly Fee": <u>USD 150.0</u> "Number of Monthly Transactions": <u>400</u> The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.														
INCLUDED SEARCHES AND REPORTS: The Monthly Fee includes <u>all</u> searches and reports currently offered through the TRADS Services as of the Effective Date, with the <u>exception of</u> the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Social Media Comprehensive Report </td> <td style="width: 50%; vertical-align: top; border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Comprehensive Report – Person </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Super Reverse Phone Lookup </td> <td style="border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Comprehensive Report – Business </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Relationship Mapping </td> <td style="border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Address Report </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Real-Time Phone Carrier Search </td> <td style="border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Locate with Assets Report </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Real-Time Arrests & Incarcerations </td> <td style="border-bottom: 1px solid black; padding: 2px;"> ☒ TruLookup Phone Report </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Household Search </td> <td style="padding: 2px;"> ☐ TruLookup Predictive Attributes Suite </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"> ☐ TruLookup Motor Vehicle Report </td> <td></td> </tr> </table>		☐ TruLookup Social Media Comprehensive Report	☒ TruLookup Comprehensive Report – Person	☐ TruLookup Super Reverse Phone Lookup	☒ TruLookup Comprehensive Report – Business	☒ TruLookup Relationship Mapping	☒ TruLookup Address Report	☐ TruLookup Real-Time Phone Carrier Search	☒ TruLookup Locate with Assets Report	☐ TruLookup Real-Time Arrests & Incarcerations	☒ TruLookup Phone Report	☐ TruLookup Household Search	☐ TruLookup Predictive Attributes Suite	☐ TruLookup Motor Vehicle Report	
☐ TruLookup Social Media Comprehensive Report	☒ TruLookup Comprehensive Report – Person														
☐ TruLookup Super Reverse Phone Lookup	☒ TruLookup Comprehensive Report – Business														
☒ TruLookup Relationship Mapping	☒ TruLookup Address Report														
☐ TruLookup Real-Time Phone Carrier Search	☒ TruLookup Locate with Assets Report														
☐ TruLookup Real-Time Arrests & Incarcerations	☒ TruLookup Phone Report														
☐ TruLookup Household Search	☐ TruLookup Predictive Attributes Suite														
☐ TruLookup Motor Vehicle Report															
The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.															
TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.															
"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).															

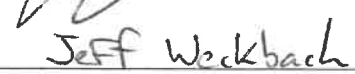


Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

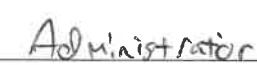
Colerain Police ("Agency")

By: 

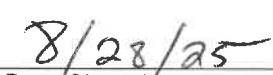
Representative



Full Name



Title



Date Signed

