

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - November 11, 2025

1. **Opening of Meeting**
2. **Acknowledgement and Recognition of Veterans Day** As we gather today on Veterans Day we pause to honor the men and women who have served in the United States Armed Forces, in times of war and in times of peace. This day was first established as Armistice Day to commemorate the end of World War I and to celebrate the hope of lasting peace. Over time, it has grown to honor all veterans who have stood in defense of our nation's ideals, protecting our freedoms domestically and abroad. As we conduct the business of our community tonight, let us take a moment to remember the courage, sacrifice, and steadfast service of those who have worn the uniform, and to reaffirm our collective commitment to peace, understanding, and the freedoms they have protected for us all.
3. **Pledge of Allegiance 6PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**
 - Public Safety**
 - a. Resolution Updating Code Enforcement Review Board (CERB) Bylaws
 - b. Resolution Declaring Nuisance and Ordering Abatement
 - c. Resolution Declaring a Junk Motor Vehicle - 8208 Georgianna Dr. - 1 of 5
 - d. Resolution Declaring a Junk Motor Vehicle - 8476 Sunlight Dr. - 2 of 5
 - e. Resolution Declaring a Junk Motor Vehicle - 8569 Neptune Dr. - 3 of 5
 - f. Resolution Declaring a Junk Motor Vehicle - 9909 Greenriver Dr. - 4 of 5
 - g. Resolution Declaring a Junk Motor Vehicle - 10002 Windswept Ln. - 5 of 5
 - h. Resolution Declaring Property as a Vacant Registrable Property - 2766 Byrneside Dr. - 1 of 3
 - i. Resolution Declaring Property as a Vacant Registrable Property - 9315 Jericho Dr. - 2 of 3
 - j. Resolution Declaring Property as a Vacant Registrable Property — 9922 Loralinda Dr. - 3 of 3

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- k. Resolution Declaring Registrable Properties and Ordering Abatement - 1 of 4
- l. Resolution Declaring Registrable Properties and Ordering Abatement - 2 of 4
- m. Resolution Declaring Registrable Properties and Ordering Abatement - 3 of 4
- n. Resolution Declaring Registrable Properties and Ordering Abatement - 4 of 4

Public Services

- a. Motion to Issue an RFP for the Baseball Field Fencing Repairs and Painting Upgrades

Development

- a. Motion Authorizing Township Administrator to Execute an Agreement with FW Green Investments, LLC for an Adult Use Cannabis Dispensary at 9393 Colerain Avenue
- b. Motion to Appoint Members to the Colerain Township Board of Zoning Appeals - Mark Schupp as Full Member, Charles Thiemann as Alternate Member
- c. Motion to Appoint Members to the Colerain Township Zoning Commission — Kevin Wilson and Dennis Wander as Full Members and Gabriel Lyon and Susan Bennett as Alternate Members
- d. Motion to Approve the 2026 Meeting Schedule for the Colerain Township Board of Zoning Appeals and Zoning Commission

Administration

- a. Resolution Authorizing the Adoption of Amended Appropriations
- b. Resolution Providing for the Termination of the Taylor Glen (Pottinger) TIF
- c. Resolution Authorizing Incentive District Overlay, an Economic Development Plan, and Setting a Public Hearing
- d. TIF- Taylor Glen- School Compensation Agreement
- e. Motion to Appoint Trustee Unger as the representative to the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments and Assistant Administrator Mays as the Alternate
- f. Motion to Set Organizational Meeting of the Board of Trustees on January 6, 2026 at 6PM
- g. Discussion and Potential Action - Township Administrator Contract

10. Old Business

11. Consent Items

- a. Contract - Altafiber - Internet Upgrade - \$1,300
- b. Contract - Hamilton County - CDBG Amendment
- c. 2025 - Bethesda - Health Fair - EXP 30102025



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- d. Donation Acceptance - Department of Fire and EMS - Prajapati Riddhiben Dineshbhui, Prajapati Kailasben Dineshkumar, and Prajapati Akash Dineshbhai - \$600.00 - Cash

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

PUBLIC SAFETY

Department: Administration

Department Director: Ed Cordie, Police Chief

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

Resolution Updating Code Enforcement Review Board (CERB) Bylaws

Recommend ADOPTION of the Resolution.

Rationale:

This resolution will modify the existing Code Enforcement Review Board (CERB) bylaws to expand the areas by which they may hear cases. In this update, the CERB will now have the ability to hear a case prior to housing court and prior to the issuance of a civil citation. Often times, we have found that cases are able to be resolved prior to housing court once an applicant shows up at the court house. This change in process should lead to be better outcomes by providing a touch point for the residents prior to housing court.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-25

**RESOLUTION EXPANDING THE POWERS AND AUTHORITY
OF THE COLERAIN TOWNSHIP CODE ENFORCEMENT REVIEW BOARD**

WHEREAS, Colerain Township has adopted a limited home rule form of government under the Revised Code, and is empowered to enact and enforce within the Township's unincorporated territory such police, sanitary, and similar nuisance-abatement regulations as the Township deems to be in the interest of the public health, safety, and general welfare; and

WHEREAS, pursuant to the Township's lawful powers and authority, the Colerain Township Board of Trustees created the Colerain Township Code Enforcement Review Board ("CERB") through the passage of Resolution No. 136-23 on September 26, 2023; and

WHEREAS, CERB was originally established to review complaints of noncompliance with certain Township laws applicable only to vacant, foreclosed, and/or rental properties in Colerain Township; and

WHEREAS, Resolution No. 136-23 specifically empowered CERB to review, interpret, and enforce the provisions and requirements of the Township's vacant and foreclosed property registration program, and the Township's rental property registration program; and

WHEREAS, based on CERB's positive impact on the Township's code enforcement efforts and the community, the Board of Trustees finds and determines that it is in the interests of the public health, safety, and welfare to expand CERB's powers and authority to review a broader range of complaints concerning noncompliance with Township property maintenance and nuisance laws, in accordance with this Resolution.

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

1. The Board of Trustees hereby reaffirms CERB's powers and authority to review complaints of noncompliance with the following Colerain Township laws (as the same may be amended or replaced from time to time):

- (i) Resolution No. 117-21 (vacant and foreclosed property registration program); and
- (ii) Resolution No. 126-22 (rental property registration program).

CERB shall have primary responsibility for reviewing, interpreting, and enforcing the provisions of the above-listed Township laws. Township peace officers, building officials, zoning inspectors, code enforcement officers, and other officials charged with enforcing such laws (collectively, "Code Enforcement Officials") shall bring each complaint of noncompliance with the laws to CERB for public hearing in accordance with CERB's bylaws. In each such case, CERB shall issue an advisory recommendation to the Board of Township Trustees regarding appropriate Township code enforcement action in response to the complaint.

2. The Board of Trustees hereby further empowers CERB to review, at the request of any Code Enforcement Official, complaints of noncompliance with the following Colerain Township laws (as the same may be amended or replaced from time to time):

- (i) Resolution No. 36-21 (addressing junk vehicles under R.C. 505.871);
- (ii) Resolution No. 109-22 (nuisance properties);
- (iii) Colerain Township Property Maintenance Code; and
- (iv) Township nuisance abatement actions under R.C. 505.87.

A Code Enforcement Official, in consultation with the Township Administrator, may bring a complaint of noncompliance with any of the above-listed laws to CERB for public hearing in accordance with CERB's bylaws. In each such case, CERB shall issue an advisory recommendation to either the Code Enforcement Official or Board of Township Trustees (as applicable) regarding appropriate Township code enforcement action in response to the complaint.

Nothing herein shall be interpreted as requiring that complaints of noncompliance with the above-listed laws be brought before CERB for review in all cases. Nor shall CERB have any authority to direct a Code Enforcement Official to schedule a public hearing before CERB on a complaint concerning noncompliance with any of the above-listed laws.

3. If a Code Enforcement Official and the Township Administrator request, in their sole discretion, that CERB review a complaint of noncompliance with any Township law listed in Section 2 of this Resolution, CERB's proceedings on the complaint shall not replace, prevent, or delay any other rights, remedies, and/or procedures the Township may pursue under applicable law to address the code violation. The Township shall be entitled to take any other lawful action to address the violation before, during, and/or after CERB's proceedings on the complaint.

4. CERB bylaws originally adopted by Resolution No. 136-23 are hereby repealed and replaced with the bylaws attached as Exhibit A hereto.
5. All provisions of Resolution No. 136-23 which conflict with any of the provisions set forth in this Resolution are hereby repealed. All remaining provisions of Resolution No. 136-23 shall continue in force and effect.
6. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
7. The Board, by majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of the Resolution upon its first reading.
8. This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

Code Enforcement Review Board (CERB)

Purpose and Scope:

The Code Enforcement Review Board ("CERB") is established to provide an impartial and fair platform for reviewing disputes complaints that real property within Colerain Township is in violation of Township property maintenance, registration, and nuisance laws. CERB is a volunteer advisory committee to the Colerain Township Board of Trustees. CERB's primary objective is to review complaints of noncompliance with Township laws, hear and consider testimony and evidence presented by property owners and residents related to the complaints, and issue recommendations to the Board of Trustees regarding appropriate Township enforcement action in response to complaints. This process ensures property owners and residents have an opportunity to address any concerns and resolve any disputes regarding their properties in a transparent and respectful manner.

Duties and Authority:

CERB and these bylaws were created and adopted by the Colerain Township Board of Trustees. CERB is designed to assist the Board of Trustees with the implementation of Colerain Township's goals and objectives.

CERB shall review complaints of noncompliance with the following Colerain Township laws (as the same may be amended or replaced from time to time): (i) Resolution No. 117-21 (vacant and foreclosed property registration program); and (ii) Resolution No. 126-22 (rental property registration program). CERB shall have primary responsibility for reviewing, interpreting, and enforcing the provisions of the aforementioned laws. Each complaint with noncompliance with such laws shall be set for public hearing before CERB, for review and recommendation to the Board of Trustees.

CERB may, at the request of a Code Enforcement Official (defined below), review complaints of noncompliance with the following Colerain Township laws (as the same may be amended or replaced from time to time): (i) Resolution No. 36-21 (addressing junk vehicles under R.C. 505.871); (ii) Resolution No. 109-22 (nuisance properties); (iii) Colerain Township Property Maintenance Code; and (iv) Township nuisance abatement actions under R.C. 505.87. A Code Enforcement Official, in consultation with the Township Administrator, may set a complaint of noncompliance with any of the aforementioned laws for public hearing before CERB, for review and recommendation to the Board of Trustees.

CERB recommendations shall be forwarded to the Township Board of Trustees or Code Enforcement Official (as applicable) for final action within a reasonable period of time following the CERB meeting at which the recommendation was issued.

For the purposes of these bylaws, a "Code Enforcement Official" shall mean any Township peace officer, building official, zoning inspector, code enforcement officer, and/or other official charged with enforcing any of the Township laws identified as being within the purview of CERB pursuant to these bylaws.

Membership and Terms:

CERB Members shall consist of five (5) individuals appointed in the following manner:

- One appointment by each individual of the three Colerain Township Trustees;
- One appointment by the Colerain Township Fiscal Officer; and
- One appointment by the Colerain Township Administrator.

Members should possess relevant expertise or experience in areas such as property management, law, real estate, community development, or other relevant fields. Members will be Township residents.

Members shall serve a term of four years and may be eligible for reappointment for additional terms. The terms will be staggered to follow existing election cycles. Below is a representative illustration of the appointment cycles for reference:

- Trustee A: Elected in 2023: Appointment of Member for 2025-2028
- Trustee B: Elected in 2025: Appointment of Member for 2027-2030
- Trustee C: Elected in 2025: Appointment of Member for 2027-2030
- Fiscal Officer: Elected in 2023: Appointment of Member for 2025-2028
- Township Administrator: Appointment of Member for 2027-2030

During the initial appointment to the CERB, two Members will serve a term that will end in 2024 and three Members will serve a term that will end in 2026.

Resignations of CERB Members shall be accepted at any time, and the vacancy shall be filled by the same appointing official (Trustee, Fiscal Officer, or Administrator) who appointed the resigning Member for the remainder of that resigning Member's unexpired term.

CERB Members may be removed from CERB by majority vote of the Board of Trustees at any time due to the Member's dereliction of duties, violation of these bylaws or other Township laws, or other good cause justifying removal. The CERB Member shall receive at least ten (10) days' advance notice of the Board of Trustees' intent to consider the Member's removal, and may request a public hearing before the Board of Trustees prior to the Board's final vote on the Member's removal.

Meetings:

CERB shall hold regular meetings at least once a month; provided, a regularly scheduled meeting may be canceled if CERB has no new business to consider at such meeting. Additional or fewer meetings may be scheduled as needed to address pending cases.

At CERB's initial meeting and its first meeting in February every year thereafter, CERB shall vote to designate: (i) a Chairperson who shall lead the meetings; and (ii) a Township employee shall be responsible for keeping meeting minutes. The Chairperson shall continue to serve as a voting CERB Member.

CERB shall be considered a public body of the Township, which shall provide timely public notice of its meetings, take and approve meeting minutes, and open its meetings up to the public—in compliance with Ohio's open meetings and public records laws, and the Colerain Township Public Records Policy, as the same may be amended from time to time. Meetings will be held in the Trustee meeting room unless otherwise noted in a particular public meeting notice.

CERB may be assisted by a Township staff liaison with a background in Code Enforcement. This may be the Code Enforcement Officer, Police Sergeant, or Police Lieutenant.

Quorum:

A quorum of three (3) Members must be present for CERB to conduct its official business. A majority vote of the quorum present for a meeting shall be necessary to make decisions and/or issue recommendations. If a quorum is not met, the meeting may be rescheduled.

Conflicts of Interest:

CERB Members must disclose any potential conflicts of interest regarding a specific case and refrain from participating in discussions or decisions related to that case.

A Member with a conflict of interest shall recuse him/herself from the relevant proceedings.

Amendments:

These bylaws may be amended by a majority vote of the Colerain Township Board of Trustees. Amendments proposed by the Board of Trustees shall be presented to CERB at least seven (7) days before the Board of Trustees meeting at which the amendments will be discussed and possibly voted upon.

CERB may propose amendments to the bylaws by majority vote of all Members. Such proposed amendments shall thereafter be presented in writing to the Colerain Township Board of Trustees for discussion and final vote.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

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

2823 Brampton Dr	510-0041-0502-00
9753 Condor Dr	510-0102-0163-00
2721 Cranbrook Dr	510-0014-0050-00
2580 Keyesport Ln	510-0021-0327-00
3227 Niagara St	510-0102-0092-00
8812 Planet Dr	510-0062-0063-00
9199 Pippin Rd	510-0054-0161-00
3410 Redskin Dr	510-0112-0067-00
2885 Regal Ln	510-0060-0179-00
9167 Trelawney Ct	510-0054-0415-00
3264 Warfield Av	510-0090-0120-00

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2823 Brampton Dr	510-0041-0502-00
9753 Condor Dr	510-0102-0163-00
2721 Cranbrook Dr	510-0014-0050-00
2580 Keyesport Ln	510-0021-0327-00
3227 Niagara St	510-0102-0092-00
8812 Planet Dr	510-0062-0063-00
9199 Pippin Rd	510-0054-0161-00
3410 Redskin Dr	510-0112-0067-00
2885 Regal Ln	510-0060-0179-00
9167 Trelawney Ct	510-0054-0415-00
3264 Warfield Av	510-0090-0120-00

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 8208 Georgianna Dr. - 1 of 5

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:

8208 Georgianna Dr. Cincinnati, OH 45239

1. (OHIO) KIT5378, 2008, Grey, Mazda, 3

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 8208 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0060-00
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 **8208 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0060-00**

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 **8208 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0060-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) KIT5378, 2008, Grey, Mazda, 3

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 - 8476 Sunlight Dr. - 2 of 5

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:

8476 Sunlight Dr. Cincinnati, OH 45239

1. (OHIO) JMR6276, 2002, Black, Toyota, Corolla

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 8476 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0291-00
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 **8476 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0291-00**

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 **8476 Sunlight Dr. Cincinnati, OH 45239– Parcel ID 510-0063-0291-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) JMR6276, 2002, Black, Toyota, Corolla

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 - 8569 Neptune Dr. - 3 of 5

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:

8569 Neptune. Cincinnati, OH 45231

1. (NO TAG) 1998, Red, Acura, Integra

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 8569 Neptune. Cincinnati, OH 45231– Parcel ID 510-0036-0247-00
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 **8569 Neptune. Cincinnati, OH 45231– Parcel ID 510-0036-0247-00**

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 **8569 Neptune. Cincinnati, OH 45231– Parcel ID 510-0036-0247-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 1998, Red, Acura, Integra

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 - 9909 Greenriver Dr. - 4 of 5

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:

9909 Greenriver Dr. Cincinnati, OH 45231

1. (OHIO) HXR9797, 2009, White/Black, Chevrolet, Cobalt

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 9909 Greenriver Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0300-00
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 **9909 Greenriver Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0300-00**

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 **9909 Greenriver Dr. Cincinnati, OH 45231– Parcel ID 510-0044-0300-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) HXR9797, 2009, White/Black, Chevrolet, Cobalt

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 - 10002 Windswept Ln. - 5 of 5

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:

10002 Windswept Ln. Cincinnati, OH 45251

1. (OHIO) KGX3456, 2011, Grey, Dodge, Caliber

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 10002 Windswept Ln.
Cincinnati, OH 45251– Parcel ID 510-0113-0040-00
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 **10002 Windswept Ln. Cincinnati, OH 45251– Parcel ID 510-0113-0040-00**

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 **10002 Windswept Ln. Cincinnati, OH 45251– Parcel ID 510-0113-0040-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) KGX3456, 2011, Grey, Dodge, Caliber

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

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

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

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

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 2766 Byrneside Dr. - 1 of 3

Rationale:

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

2766 Byrneside Dr, Cincinnati, Hamilton County, Ohio 45239

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25
RESOLUTION DECLARING PROPERTY LOCATED AT 2766 BYRNESIDE DR,
CINCINNATI, OH 45239, PARCEL ID# 510-0074-0026-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

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

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

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 2766 Byrneside Dr, Cincinnati, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0026-00.

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

1. The Board specifically finds and hereby determines the property located 2766 Byrneside Dr, Cincinnati, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0026-00 to be vacant

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

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
6. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 20__

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 20____.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 9315 Jericho Dr. - 2 of 3
Recommend ADOPTION of the Resolution.

Rationale:

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

9315 Jericho Dr, Cincinnati, Hamilton County, Ohio 45231

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25
RESOLUTION DECLARING PROPERTY LOCATED AT 9315 JERICHO DR,
CINCINNATI, OH 45231, PARCEL ID# 510-0053-0166-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

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

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

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 9315 Jericho Dr, Cincinnati, Hamilton County, Ohio 45231, Parcel ID# 510-0053-0166-00.

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

1. The Board specifically finds and hereby determines the property located 9315 Jericho Dr, Cincinnati, Hamilton County, Ohio 45231, Parcel ID# 510-0053-0166-00 to be vacant for

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

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
6. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 20__

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 20____.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property — 9922 Loralinda Dr. - 3 of 3
Recommend ADOPTION of the Resolution.

Rationale:

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

9922 Loralinda Dr, Cincinnati, Hamilton County, Ohio 45251

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25
RESOLUTION DECLARING PROPERTY LOCATED AT 9922 LORALINDA DR,
CINCINNATI, OH 45251, PARCEL ID# 510-0112-0202-00,
AS A VACANT REGISTRABLE PROPERTY
AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY
PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

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

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

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 9922 Loralinda Dr, Cincinnati, Hamilton County, Ohio 45251, Parcel ID# 510-0112-0202-00.

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

1. The Board specifically finds and hereby determines the property located 9922 Loralinda Dr, Cincinnati, Hamilton County, Ohio 45251, Parcel ID# 510-0112-0202-00 to be vacant

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

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars (\$500.00) and a late fee of fifty dollars (\$50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.
3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
6. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 20__

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 20____.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Registrable Properties and Ordering Abatement - 1 of 4

Recommend ADOPTION of the Resolution.

Rationale:

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

5966 Blue Rock Rd.

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25

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

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

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

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

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

WHEREAS, the CERB held public hearings on October 15th, 2025 regarding each of the following alleged rental properties (collectively, the “Properties”):

Address

Parcel Number

5966 Blue Rock Rd.

510-0230-0193-00

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

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

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

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

Address

Parcel Number

5966 Blue Rock Rd.

510-0230-0193-00

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

Address

Violation

5966 Blue Rock Rd.

Failure to Register, Late Fee, First Offense

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

Address

Number of Offenses

Total Fine

5966 Blue Rock Rd.

1

\$95.00

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

5. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
6. The Board, by majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of the Resolution upon its first reading.
7. This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 20__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Registrable Properties and Ordering Abatement - 2 of 4

Recommend ADOPTION of the Resolution.

Rationale:

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

8198 Vegas Dr.

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25

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

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

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

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

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

WHEREAS, the CERB held public hearings on October 15th, 2025 regarding each of the following alleged rental properties (collectively, the “Properties”):

Address

Parcel Number

8198 Vegas Dr.

510-0082-0145-00

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

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

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

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

Address

Parcel Number

8198 Vegas Dr.

510-0082-0145-00

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

Address

Violation

8198 Vegas Dr.

Failure to Register, Late Fee, First Offense

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

Address

Number of Offenses

Total Fine

8198 Vegas Dr.

1

\$285.00

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

5. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
6. The Board, by majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of the Resolution upon its first reading.
7. This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 20__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Registrable Properties and Ordering Abatement - 3 of 4

Recommend ADOPTION of the Resolution.

Rationale:

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

8228 Georgianna Dr.

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25

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

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

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

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

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

WHEREAS, the CERB held public hearings on October 15th, 2025 regarding each of the following alleged rental properties (collectively, the “Properties”):

Address

Parcel Number

8228 Georgianna Dr.

510-0090-0075-00

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

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

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

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

Address

Parcel Number

8228 Georgianna Dr.

510-0090-0075-00

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

Address

Violation

8228 Georgianna Dr.

Failure to Register, Late Fee, First Offense

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

Address

Number of Offenses

Total Fine

8228 Georgianna Dr.

1

\$95.00

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

5. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
6. The Board, by majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of the Resolution upon its first reading.
7. This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 20__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Registrable Properties and Ordering Abatement - 4 of 4

Recommend ADOPTION of the Resolution.

Rationale:

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

8887 Planet Dr.

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of _____, 20____, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-25

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

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

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

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

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

WHEREAS, the CERB held public hearings on October 15th, 2025 regarding each of the following alleged rental properties (collectively, the “Properties”):

Address

Parcel Number

8887 Planet Dr.

510-0062-0075-00

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

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

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

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

Address

Parcel Number

8887 Planet Dr.

510-0062-0075-00

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

Address

Violation

8887 Planet Dr.

Failure to Register, Late Fee, First Offense

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

Address

Number of Offenses

Total Fine

8887 Planet Dr.

1

\$95.00

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

5. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
6. The Board, by majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of the Resolution upon its first reading.
7. This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 20__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

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

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

Motion to Issue an RFP for the Baseball Field Fencing Repairs and Painting Upgrades
Recommend ADOPTION of the Motion.

Rationale:

Colerain Township is soliciting bids for the repairs and painting of all baseball field structural components. The project includes the painting, repairing and installation of the baseball fields fences, wind screens, posts, rails, backstops and foul poles on each baseball field, including one recently renovated baseball field into a dog run, for Clippard Park, Groesbeck Park, Colerain Park and Heritage Park.

It is anticipated that a contract will be available for review and consideration at the December 9, 2025 Board of Trustee meeting.



REQUEST FOR BIDS

**BASEBALL FIELD FENCING REPAIR
AND PAINTING
for
Colerain Township**

Release Date: 11/12/2025
Response Deadline: 12/03/2025

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

GUIDELINES AND INSTRUCTIONS
SECTION C
NOTICE TO BIDDERS
BASEBALL FIELD FENCING REPAIRS AND PAINTING

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7503

NOTICE TO RESPONDENTS

Colerain Township is soliciting bids for the repairs and painting of all baseball field structural components. The project includes the painting, repairing and installation of the baseball fields fences, wind screens, posts, rails, backstops and foul poles on each baseball field, including one recently renovated baseball field into a dog run, for Clippard Park, Groesbeck Park, Colerain Park and Heritage Park.

Sealed proposals will be received by the Township, to the attention of Chris Sellman, Superintendent of Public Services, at the above listed address until 9:00 a.m., December 3, 2025, for furnishing all labor, materials, and equipment necessary to complete the project at which time and place all bids will be publicly opened and read aloud.

Detailed specifications and bid forms are online at: <https://www.colerain.org/206/Auction-RFQ-Bids>. Bids must be submitted as conditions described therein. Each bid must be enclosed in a sealed envelope, clearly marked "BASEBALL FIELD FENCING REPAIRS AND PAINTING" on the face of the envelope and display the name and address of the bidder.

All clarifying questions for this bid should be directed to Chris Sellman, Superintendent of Public Services, via email at csellman@colerain.org by December 3, 2025.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

PROJECT SPECIFICATIONS

The project includes the painting, repairing and installation of the baseball fields fences, wind screens, posts, rails, backstops and foul poles on each baseball field, including one recently renovated baseball field into a dog run, for Clippard Park, Colerain Park and Heritage Park. Repairs and restoration for each baseball field will include:

- To paint all posts, rails and ceiling in dugouts - NO PAINT ON ALUMINUM ROOF.
- To paint all posts and rails on backstops and home run walls.
- To remove any large flaking pieces of the old vinyl coating on the fencing best as possible.
- To paint all foul poles bright yellow to match home run protective fence tubing.
- To replace black tie wires around bottom rail.

- To remove and replace approximately 250' of damaged black vinyl coat mesh/wind screens.
- To add tie wire along the fence line and bottom rail where needed - securing current mesh to all posts and rails.
- To complete additional specific repairs for the following fields:
 - HERITAGE PARK:
 - To ADJUST 3rd base line gate on FIELD 3
 - COLERAIN PARK:
 - To repair/replace any loose or broken fittings on the outfield walls
 - To tear out and replace all (12) tension wire braces with 1 5/8 Black Vinyl coated rails - (6) on each field
 - To adjust/re-hang as needed any of the double drive gates near the (4) dugouts - Special attention to DDG on the left field side of Field 1
 - To replace strong arm latch on (Field 1 third base side) double drive gate
 - To level (1 post) right field home run fence (Field 2)

If damage occurs to property unrelated to the areas included in the Scope of Work, it shall be the sole responsibility of the Contractor to perform repairs at the cost of the Contractor. Additionally, any damage to other property, including other sidewalks, utility poles, streets, or other infrastructure of property shall be the responsibility of the contractor to replace at their expense.

The Contractor shall perform all work between the hours of 8:00 am and 6:00 pm, Monday through Friday. The Township also anticipates a status report containing project updates once every 14 days.

The above estimated needs are approximate only and contractors are encouraged to visit the project locations for a clear understanding of the project needs prior to submitting a proposal. The contract will be awarded to the bid that is the lowest and best proposal. During the term of the contract, and at the option of the Township, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

At a minimum, the bid must address all items requested in the PROJECT SPECIFICATIONS identified above and provide a guaranteed maximum price for completion of the project.

TIMELINES

- | | |
|-------------------------------------|------------------------------------|
| 1. Bid Release Date: | November 12, 2025 |
| 2. Bid Advertising: | November 17 and 24, 2025 |
| 3. Bid Deadline/Opening: | 9 a.m. (local time) on Dec 3, 2025 |
| 4. Projected Township Approval: | December 09, 2025 |
| 5. Projected Contract Commencement: | December 10, 2025 |
| 6. Projected Project Completion: | April 30, 2026 |

The Township will not be responsible for Bids that are received after the deadline listed above. Deadlines are negotiable as part of the final contract.

BID FORMAT

All bids shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission.

It is important that documents listed below are completed in full in order to be considered for this project. Failure to abide by these requirements format may result in the disqualification of the submission.

1. Cost Sheet/Fee Structure – Total project cost with a line-item cost breakdown of all projected itemizations must be included. Each bidder is responsible for inspecting the site, and for reading and being thoroughly familiar with the project. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Please note that this project is utilizing Federal CDBG dollars. Contractors must comply with the Davis-Bacon Act in the payment of prevailing wage. Weekly payroll reports to Colerain and Hamilton County will be required for prevailing wage monitoring purposes.
2. Certificate of Insurance/Bid Guarantee – Each proposal must be accompanied by a one hundred percent (100%) bid guaranty bond or a certified check, cashier's check or letter of credit on a solvent bank in an amount equal to ten percent (10%) of the bid. The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.
3. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
4. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
5. Timeline – Please provide a brief project timeline. Note: if the project does not start within ninety (90) days of contract signing, then new wage decisions will be required.
6. Section N – Bid Bond – Bidders must furnish a Bid Bond of 10% of the bid with the proposal (attached). The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Performance Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.

7. Section O - Non-Collusion Affidavit – Bidders must furnish an Affidavit of Non-Collusion with the bid (attached).
8. Section R - Personal Property Tax Affidavit – Bidders must furnish an Affidavit of Personal Property Tax with the bid (attached).
9. Section S – List of Subcontractors – CONTRACTOR MUST PERFORM 80% (eighty percent) OR MORE OF THE WORK.
10. Section T – Bidder’s Questionnaire – Bidders must furnish a completed copy of the Bidder’s Questionnaire with the proposal (attached).
11. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the Bid.

Terms and Conditions

Colerain Township reserves the right to reject any or all bids, to award contracts in whole or in part, or to waive any informalities or irregularities in the submitted Bids. The response to this Request for Bids is entirely voluntary. The Request for Bid does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a Bid to this request, or to procure or contract for services or supplies.

Colerain Township may reject responses that do not meet the requirements of the Request for Bids in any respect. Bids which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information is intended to mislead Colerain Township, in its evaluation of the Bid and the attribute, condition, or capability, the Bid will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the Bids or to further interview companies after Bids are submitted.

Colerain Township reserves the right to ask for additional information after Bids are received.

This project is supported by state funding and is subject to Prevailing Wage requirements. The Township also requires that the successful contractor provide as-built drawings at the conclusion of the project per the state funding requirements.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION N
BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio as OWNER in the penal sum of \$ _____ for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this ____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the _____.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

then this Obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal _____

By _____

Surety _____

By _____

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT

To: Colerain Township, Ohio
Hamilton County, Ohio

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, SHE, THEY) RESIDE AT

(Residence Address)

AND THAT

(Name of Company)

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Printed Name/Title

Company

Sworn to and subscribed in my presence on this _____ day of _____,
20____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for _____ hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Printed Name/Title

Company

Sworn to and subscribed in my presence on this _____ day of _____,
20____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION S
LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or \$10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

***CONTRACTOR MUST PERFORM 80% (eighty percent) OR MORE OF THE WORK.**

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION T
BIDDER'S QUESTIONNAIRE

1. Submitted By _____ Telephone _____
Principal Office Address _____

2. Type of Firm:
Corporate _____ Other _____
Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions :
Date of Incorporation _____ State of Incorporation _____
President's Name _____
Vice-President's Name _____
Secretary or Clerk's Name _____
Treasurer's Name _____

3b. If A Partnership, Please Answer These Questions:
Date of Organization _____ State Organized In _____
Name of All Partners Holding More Than A 10% Interest:

Designate Which Are General or Managing Partners:

4. Contractor's Representative _____
Title _____
Alternate _____
Title _____

BIDDER'S QUESTIONNAIRE

5. List Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner	(A) _____	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner	(A) _____	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____
Type of Project	_____	_____

BIDDER'S QUESTIONNAIRE

Contact Person _____

Telephone No. _____

Owner (E) _____ (F) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (G) _____ (H) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years?

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years? _____

If So, What Was The Disposition Of The Lawsuit?

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

BIDDER'S QUESTIONNAIRE

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years?

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years?

If So, What Were The Circumstances? _____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years?

If So, What Were The Circumstances? _____

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? _____

If So, What Were The Circumstances? _____

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including

Subcontractors That Worked On Your Project Within The Last Ten Years?

If So, What Were The Circumstances? _____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: _____

Name Of Agent (A) _____ (B) _____

Name of Firm _____

Address _____

Telephone No. _____

Insurance Type _____

Provide Your Banking References:

Name Of Bank (A) _____ (B) _____

Contact Person _____

Address _____

Telephone No. _____

Signature of Bidder

Company Name

DEVELOPMENT

Department: Administration
Department Director: David Miller, Director of Development

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

Motion Authorizing Township Administrator to Execute an Agreement with FW Green Investments, LLC for an Adult Use Cannabis Dispensary at 9393 Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

The attached agreement is required as a condition of zoning approval for any potential marijuana dispensary to open in Colerain Township. The agreement provides for an annual payment of \$100,000 and guarantees that the Township will be held harmless if there are any changes in tax policy at the state level. The location of this dispensary is the Checksmart at 9393 Colerain Avenue.

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 Appoint Members to the Colerain Township Board of Zoning Appeals - Mark Schupp as Full Member, Charles Thiemann as Alternate Member

Recommend ADOPTION of the Motion.

Rationale:

Full Member — **Mark Schupp** is a current Full Member of BZA whose term expires on 12/31/25. He has served the Township well in this role and is willing to be appointed to another 5-year term beginning 1/1/26.

Alternate Member — **Charles Thiemann** is a current Alternate Member of BZA whose term expires on 12/31/25. He has served the Township well in this role and is willing to be appointed to another 2-year term beginning 1/1/26.

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 Appoint Members to the Colerain Township Zoning Commission — Kevin Wilson and Dennis Wander as Full Members and Gabriel Lyon and Susan Bennett as Alternate Members

Recommend ADOPTION of the Motion.

Rationale:

Full Member — **Kevin Wilson** is a current Permanent Member of the Zoning Commission whose term expires 12/31/25. He has served the Township well in this role and is willing to be appointed to another 5-year term beginning 1/1/26.

Full Member — **Dennis Wander** is a current Alternate Member of the Zoning Commission whose term expires 12/31/26. Due to the resignation of Full Member Tim Bachman effective 12/31/25, Mr. Wander has agreed to be appointed to the unexpired term until 12/31/26.

Alternate Member — **Gabriel Lyon** is a small business owner in Colerain Township. He is willing to be appointed to Mr. Wander's remaining 1-year term beginning 1/1/26 and ending on 12/31/26.

Alternate Member — **Susan Bennett** was formerly a financial planner and board chair of the Colerain Chamber of Commerce. She is willing to be appointed to the open seat for a 2-year term beginning 1/1/26.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to Approve the 2026 Meeting Schedule for the Colerain Township Board of Zoning Appeals and Zoning Commission

Recommend ADOPTION of the Motion.

Rationale:

Per the Organization, Procedure, Rules and Regulations, the Board of Zoning Appeals meets on the 4th Wednesday at 6:00pm and the Zoning Commission meets on the 3rd Tuesday of each month at 6:00pm. The proposed calendar sets the official meeting dates of each board as such unless otherwise noted for extenuating circumstances.

MEETING *Schedule*

2026



Zoning Commission

3rd Tuesday at 6:00 P.M.

<u>Deadline</u>	<u>Meeting Date</u>
December 31, 2025	January 20, 2026
January 28, 2026	February 17, 2026
February 25, 2026	March 17, 2026
April 1, 2026	April 21, 2026
April 29, 2026	May 19, 2026
May 27, 2026	June 16, 2026
July 1, 2026	July 21, 2026
July 29, 2026	August 18, 2026
August 26, 2026	September 15, 2026
September 30, 2026	October 20, 2026
October 28, 2026	November 17, 2026
November 25, 2026	December 15, 2026

Board of Zoning Appeals

4th Wednesday at 6:00 P.M. *

<u>Deadline</u>	<u>Meeting Date</u>
January 8, 2026	January 28, 2026
February 5, 2026	February 25, 2026
March 5, 2026	March 25, 2026
April 2, 2026	April 22, 2026
May 7, 2026	May 27, 2026
June 4, 2026	June 24, 2026
July 2, 2026	July 22, 2026
August 6, 2026	August 26, 2026
September 3, 2026	September 23, 2026
October 8, 2026	October 28, 2026
November 19, 2025	December 9, 2026 * 2nd Wednesday

Due to holidays, there is no BZA meeting in November.



Meetings take place at **4200 Springdale Rd.** in the Trustee Chambers.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

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

Rationale:

Adoption of this Resolution would increase appropriations in Fund 2274 (American Rescue Plan) from \$6.41 to \$6.42. This should allow staff to close out the grant consistent with the requirements from the U.S. Department of the Treasury.

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2025**

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

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

FUND	FUND NAME	APPROPRIATIONS
1000	General	9,392,455
2011	Motor Vehicle License Tax	758,922
2021	Gasoline Tax	792,958
2031	Road and Bridge	2,304,815
2081	Police District	11,975,880
2111	Fire District	17,787,010
2181	Zoning	516,021
2231	Permissive Motor Vehicle License Tax	871,944
2261	Law Enforcement Trust	211,100
2271	Enforcement and Education	2,000
2274	American Rescue Plan	6.42
2281	Ambulance And Emergency Medical Services	1,469,938
2401	Special Assessment - Lighting Districts	165,360
2402	CDBG Sidewalk Maintenance Fund	30,000
2901	TIF - Kroger	415,658
2902	Recycling Incentive	112,475
2903	TIF - Colerain Towne Center	528,406
2904	TIF - Duke	205,000

2905	TIF - Northridge	71,814
2906	Sidewalk Waiver	34,949.99
2907	TIF – Dunlap Grove	294,280
2908	CDBG Com Dev Block Grant	100,000
2909	One Ohio Opioid Settlement	50,000
2910	TIF - Zillig	29,000
2911	Parks & Services	1,356,505
2912	Community Center	326,999
2913	TIF - Abbeytown	290,000
2914	TIF - Hunters Ridge	67,000
2915	TIF - Lake Gloria	16,033
2916	TIF - Crosley Meadows	274,141
2917	TIF - Copper Creek	35,289
2918	TIF - Pottinger	-
2919	TIF- Staverman Farms	-
3101	Bond Retirement	732,175
4101	Capital Project- Fire Fund	1,607,830
6001	Self-Insurance Fund	2,668,066

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

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

ADOPTED this _____ day of November 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of November 2025. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Providing for the Termination of the Taylor Glen (Pottinger) TIF

Recommend ADOPTION of the Resolution.

Rationale:

The Township previously approved a TIF District for the former Bevis Elementary School property. At the time the paperwork was filed, the property was still owned by the Northwest Local School District. The State Ohio has requested that we reform the TIF now that the property has been sold to the developer.

Given time constraints, to have a replacement TIF district properly established, the Trustees will need to hold a special meeting on November 18 (at 5pm) and December 23 (at 5pm). This resolution would be the first step in the process and would remove the existing TIF. This must occur prior to the creation of the new TIF.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in regular session at 6:00 p.m., on the 11th day of November, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____ - 25

A RESOLUTION PROVIDING FOR THE TERMINATION OF A TAX INCREMENT FINANCING EXEMPTION PREVIOUSLY AUTHORIZED BY THIS BOARD BY REPEALING RESOLUTION NO. 158-23 APPROVED ON NOVEMBER 14, 2023 UNDER THE AUTHORITY OF OHIO REVISED CODE SECTION 5709.73(C); DECLARING CERTAIN PARCELS OF REAL PROPERTY TO BE NONPERFORMING PARCELS PURSUANT TO OHIO REVISED CODE SECTION 5709.73(A)(8) AND APPROVING RELATED MATTERS.

WHEREAS, Taylor Glen Development, LLC and D.R. Horton – Indiana, LLC, together with their permitted successors and assigns (together the “Owners”) are the fee owners of certain parcels of real property located within the Township of Colerain, Ohio (the “Township”), as identified more particularly as **Exhibit A** attached hereto (the “Nonperforming Parcels” as further defined herein); and

WHEREAS, the Board of Trustees (the “Board”) of the Township has identified the Nonperforming Parcels as a formerly, and now partially, vacant portion of real property within the Township and has prepared a strategy to foster development in an area of the Township more commonly known as the “Taylor Glen Incentive Districts” all in order to encourage the new construction of what is expected to include approximately ninety-nine (99) single-family attached townhomes and related appurtenances thereto (collectively, the “Project”); and

WHEREAS, the Township desires for Owners to construct the Project upon what was formerly, and now partially, vacant real property within the Township and further anticipates that certain “public infrastructure improvements” must be constructed in order to support the economic viability of the Project; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.73(C), this Board approved Resolution No. 158-23 on November 14, 2023 (the “Original TIF Resolution”) authorizing one or more exemptions from real property taxation equal to One Hundred Percent (100%) of the “improvements” (as defined by the Original TIF Resolution) to parcels of real property (identified by **Exhibit A** to the Original TIF Resolution) located in the Township for a period of thirty (30) years (the “Original TIF Exemptions”); and

WHEREAS, under the terms of the Original TIF Resolution and **Exhibit A** attached thereto, this Board authorized the Original TIF Exemptions with respect to the parcels of real property that currently comprise the Nonperforming Parcels (as further defined herein); and

WHEREAS, to encourage the construction and completion of the Project and various “public infrastructure improvements” applicable thereto, this Board now desires to provide appropriate development incentives to support the timely and sustainable development of the Project upon the Nonperforming Parcels, including an alternative tax increment financing exemption from real property taxation on the increase in the assessed value of the Nonperforming Parcels pursuant to Ohio Revised Code Section 5709.73(C) (the “New TIF Exemptions”), as may be authorized pursuant to one or more subsequent Resolutions approved by this Board (the “New TIF Resolution”); and

WHEREAS, this Board now desires to terminate the Original TIF Exemptions with respect to the Nonperforming Parcels by repealing the Original TIF Resolution; and

WHEREAS, this Board further desires to declare the Nonperforming Parcels as “nonperforming parcels” pursuant to Ohio Revised Code Section 5709.73(A)(8), such that, after the passage of this Resolution, the Nonperforming Parcels shall no longer be exempted from taxation pursuant to Ohio Revised Code Section 5709.73(C) or included within any of the Original TIF Exemptions authorized pursuant to the Original TIF Resolution, and may be included within a New TIF Resolution authorizing New TIF Exemptions pursuant to Ohio Revised Code Section 5709.73(C).

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

SECTION 1. Repeal of Resolution. The Original TIF Resolution is hereby repealed in full as of the effective date of this Resolution.

SECTION 2. Declaration of Nonperforming Parcels. Pursuant to the conditions set forth under Ohio Revised Code Section 5709.73(A)(8), this Board declares the Nonperforming Parcels to be “nonperforming parcels” as a result of the following circumstances:

(i) The Nonperforming Parcels are parcels of real property that are, or were, exempted from real property taxation pursuant to Ohio Revised Code Section 5709.73(C) and the Original TIF Resolution; and

(ii) Pursuant to Section 3 of the Original TIF Resolution, all owners of the Nonperforming Parcels were required to make service payments in lieu of real property taxes in accordance with Ohio Revised Code Section 5709.74 during the term of the Original TIF Exemption; and

(iii) As evidenced by **Exhibit B** attached hereto, the Township has not received from, and no service payments in lieu of real property taxes have been remitted

by, the Hamilton County Treasurer with respect to the Nonperforming Parcels since the inception of the Original TIF Exemption under the Original TIF Resolution.

SECTION 3. Application to Tax Lien Date. It is the intention of this Board that the Original TIF Exemptions authorized by the Original TIF Resolution shall not apply to the Nonperforming Parcels as of the effective date of this Resolution and after the tax lien date of January 1, 2026 with respect to tax year 2026 real property taxes payable in calendar year 2027.

SECTION 4. Further Authorizations. This Board, The Township Administrator, the Fiscal Officer, their designees, and other appropriate officers of the Township are authorized and directed to execute any agreements, certificates, and other documents, as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution, including, but not limited to, the filing of this Resolution with the Hamilton County Auditor and the Ohio Department of Development. It is the intention of this Board that the termination and replacement of the Original TIF Exemptions with respect to the Nonperforming Parcels will be implemented by the approval of a New TIF Resolution authorizing New TIF Exemptions with respect to the Nonperforming Parcels pursuant to Ohio Revised Code Section 5709.73(C).

SECTION 5. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 6. Effective Date. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder Intentionally Left Blank]

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 11th day of November, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

The undersigned, Fiscal Officer of the Township of Colerain, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. [_____] -25, duly passed by the Board of Trustees for the Township of Colerain, Ohio on the 11th day of November, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

DESCRIPTION OF THE NONPERFORMING PARCELS

The Nonperforming Parcels include the real property described below and shown on the attached site map. The Nonperforming Parcels, as of the date of the Original TIF Resolution, consisted of all of Hamilton County Parcel Numbers 510-0113-0284-90, 510-0113-0285-90, and 510-0113-0281-90 consisting of 12.595 +/- acres, each as identified and described in **Exhibit A** to the Original TIF Resolution copied below:

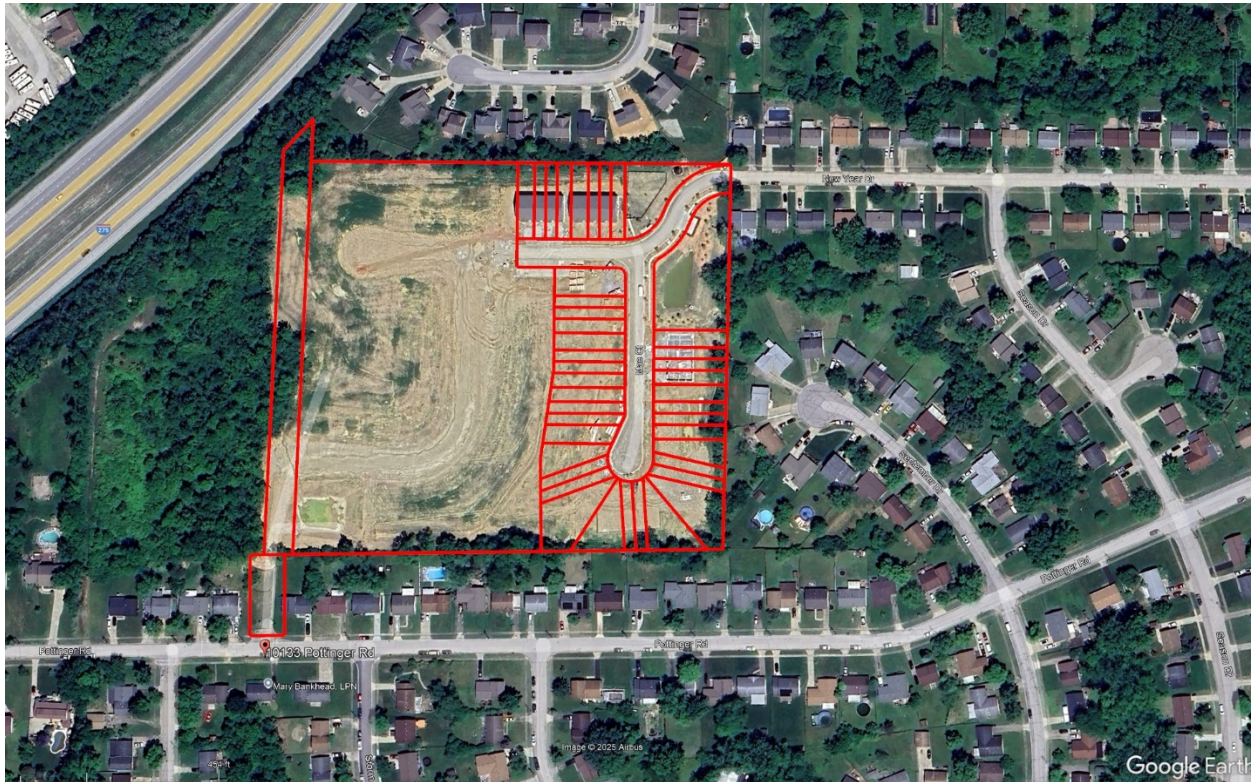
[Insert Original TIF Resolution Map]

The Nonperforming Parcels, as of the date of this Resolution, consist of the real property identified in **Exhibit A** to the Original TIF Resolution, as those parcels may have been and may further be, divided, combined, or renumbered by the Hamilton County Auditor from time to time. For the purposes of clarity, the Nonperforming Parcels include all of, and not more of or less of, the real property identified in **Exhibit A** to the Original TIF Resolution.

As an example only, the Nonperforming Parcels, as of the date of this Resolution, are expected to consist of all or part of Hamilton County Parcel Numbers identified below and identified by the map in red, as follows, subject to further division, combination, or renumbering from time to time:

51001130449
51001130450
51001130453
51001130460
51001130476
51001130445
51001130454
51001130467
51001130475
51001130479
51001130481
51001130482
51001130480
51001130441
51001130443
51001130446
51001130447
51001130452
51001130465
51001130472
51001130440
51001130455
51001130458
51001130459
51001130461
51001130462
51001130463
51001130474
51001130439
51001130464
51001130477
51001130437
51001130457
51001130466
51001130470
51001130478

51001130448
51001130451
51001130468
51001130469
51001130471
51001130473
51001130438
51001130442
51001130444
51001130456



Notwithstanding the example and map depicted above, the Nonperforming Parcels shall include that real property listed in **Exhibit A** to the Original TIF Resolution.

EXHIBIT B

NONPERFORMING PARCELS SERVICE PAYMENT IN LIEU OF TAXES HISTORY

Pursuant to the conditions set forth under Ohio Revised Code Section 5709.73(A)(8), this Board may declare the Nonperforming Parcels to be “nonperforming parcels.”

The Fiscal Officer of the Township hereby certifies that the Township has not received from, and no service payments in lieu of real property taxes have been remitted to or from, the Hamilton County Treasurer with respect to the Nonperforming Parcels, nor any parcel subsequent to the re-plat of the Nonperforming Parcels, since the inception of the Original TIF Exemptions under the Original TIF Resolution, as follows:

Nonperforming Parcel No.	Tax Year	Service Payments In Lieu of Tax Paid
510-0113-0284-90,	2023	\$0.00
510-0113-0285-90, and	2024	\$0.00
510-0113-0281-90 (and subsequently created parcels).	2025	\$0.00

By: _____

Name: Jeff Baker

Title: Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Authorizing Incentive District Overlay, an Economic Development Plan, and Setting a Public Hearing
Recommend ADOPTION of the Resolution.

Rationale:

Adoption of this Resolution would advance the creation of the Taylor Glen TIF in several ways. First, it would create an overlay to clarify which parcels make up the TIF. Second, it would adopt an economic development plan for the site. And finally, it would allow the Board to set a public hearing to discuss the creation of the TIF. Staff recommends that the public hearing be held on November 18, 2025.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in regular session at 6:00 p.m., on the 11th day of November, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____ - 25

A RESOLUTION DELINEATING ONE OR MORE OVERLAYS IN RELATION TO THE PROPOSED TAYLOR GLEN INCENTIVE DISTRICT WITHIN THE TOWNSHIP OF COLERAIN, HAMILTON COUNTY, OHIO; ADOPTING A WRITTEN ECONOMIC DEVELOPMENT PLAN AS TO THE SAME; SETTING THE TIME AND PLACE OF A PUBLIC HEARING; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE TO THE BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT, THE BOARD OF DIRECTORS OF THE BUTLER TECHNOLOGY AND CAREER CENTER, AND THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO, ALL PURSUANT TO OHIO REVISED CODE SECTION 5709.73 AND ITS RELATED RULES AND LAWS.

WHEREAS, this Board of Trustees (the “Board”) of the Township of Colerain, Hamilton County, Ohio (the “Township”) previously approved Resolution No. 158-23 on November 14, 2023 (the “Original TIF Resolution”) authorizing one or more exemptions from real property taxation with respect to the parcels of real property (the “Parcels” as defined pursuant to Exhibit A hereof) comprising the “Taylor Glen Incentive District” (as further defined herein); and

WHEREAS, to better encourage the timely completion of what is currently anticipated to include ninety-nine (99) single-family attached townhomes and related appurtenances thereto (collectively, the “Project”), this Board has approved the repeal of the Original TIF Resolution on November 11, 2025 pursuant to Resolution No. [____]-25 (the “Nonperforming Parcel Resolution”) and declared the Parcels comprising the Taylor Glen Incentive District as “non-performing parcels” pursuant to Ohio Revised Code Section 5709.73(A)(8); and

WHEREAS, pursuant to the Nonperforming Parcel Resolution, this Board is now contemplating the creation of an alternative Taylor Glen Incentive District comprising the Parcels located within the Township, as authorized pursuant to Ohio Revised Code Section 5709.73(C); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.73(C)(2)(a), this Board must conduct a public hearing on a resolution proposed under Ohio Revised Code Section 5709.73(C)(1) authorizing one or more incentive districts, which such public hearing must be preceded by sufficient notice to every real property owner whose property is located within the boundaries of such incentive districts, here the “Taylor Glen Incentive District”, and such notice

must include a map of the Taylor Glen Incentive District on which this Board must have delineated one or more overlays; and

WHEREAS, this Resolution is not a resolution proposed under Ohio Revised Code Section 5709.73(C)(1) creating one or more incentive districts, but is a resolution delineating one or more overlays and adopting a written economic development plan such that this Board may, in the future, consider a resolution proposed under Ohio Revised Code Section 5709.73(C)(1) authorizing the Taylor Glen Incentive District (the “Proposed Incentive District TIF Resolution”); and

WHEREAS, such overlays must satisfy the requirements of Ohio Revised Code Sections 5709.73(A)(4)—(5) and 5709.40(A)(5)—(6), namely an area of not more than three hundred (300) acres that is a square, or that is a rectangle having two (2) longer sides that are not more than twice the length of the two (2) shorter sides; and

WHEREAS, the overlays depicted in **Exhibit A** attached hereto and incorporated herein by reference (the “Overlays”) are drawn in accordance with the foregoing with respect to the Parcels comprising the Taylor Glen Incentive District; and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.73(A)(4)—(5) and 5709.40(A)(5)—(6), the Township Engineer, or the person or entity acting as the Township’s Engineer (the “Township Engineer”), is contemplating whether the adequacy of the existing public infrastructure serving the Taylor Glen Incentive District is sufficient to meet the residential, commercial, or industrial development needs of said incentive district; and

WHEREAS, the Township Engineer is required to consider a written economic development plan for the Taylor Glen Incentive District as has been adopted for such purposes by this Board; and

WHEREAS, this Board has determined that it is necessary and appropriate and in the best interests of the Township to adopt a written economic development plan for the Taylor Glen Incentive District, a copy of which is provided in **Exhibit B** attached hereto and incorporated herein by reference (the “Economic Development Plan”); and

WHEREAS, in order to consider the Proposed Incentive District TIF Resolution, the Township must comply with the public hearing and notice provisions of Ohio Revised Code Sections 5709.73(C)—(D) and the Township has, or intends to (i) set a time and place for a public hearing to occur not later than thirty (30) days prior to adopting the Proposed Incentive District TIF Resolution, (ii) authorize the Township’s transmittal of notice of the public hearing and the Proposed Incentive District TIF Resolution to every real property owner whose property is located within the boundaries of the proposed Taylor Glen Incentive District, and (iii) authorize the Township to transmit notice to the Board of County Commissioners of Hamilton County, Ohio, the Board of Education of the Northwest Local School District, and the Board of Directors of the Butler Technology and Career Center of the Township’s intention to adopt the Proposed Incentive District TIF Resolution.

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

SECTION 1. Delineation of Overlays. Pursuant to Ohio Revised Code Sections 5709.73(A)(5) and 5709.40(A)(6), this Board hereby delineates the Overlays as it relates to and serves to further describe the proposed Taylor Glen Incentive District.

SECTION 2. Adoption of Economic Development Plan. Pursuant to Ohio Revised Code Sections 5709.73(A)(4) and 5709.40(A)(5) this Board hereby adopts the Economic Development Plan in furtherance of its contemplation of the Taylor Glen Incentive District.

SECTION 3. Further Authorizations. This Board hereby provides the following authorizations and ratifications pursuant to the requirements of Ohio Revised Code Section 5709.73, each required in order to authorize the Taylor Glen Incentive District pursuant to the Proposed Incentive District TIF Resolution, as follows:

- (i) Pursuant to Ohio Revised Code Section 5709.73(C)(2)(a), this Board hereby determines that a public hearing with respect to this Board's formal adoption of the Proposed Incentive District TIF Resolution shall occur on November 18, 2025 at a regularly scheduled or special meeting of this Board at 5:00 p.m. at 4200 Springdale Road, Cincinnati, Ohio 45251, which such public hearing shall occur not later than thirty (30) days prior to this Board's formal adoption of the Proposed Incentive District TIF Resolution.
- (ii) Pursuant to Ohio Revised Code Section 5709.73(C)(2)(a), this Board hereby ratifies the Township's giving of notice to every real property owner whose property is located within the boundaries of the Taylor Glen Incentive District subject of the Proposed Incentive District TIF Resolution, which such notice was given not later than thirty (30) days prior to the public hearing set by this Resolution Section 3(i).
- (iii) Pursuant to Ohio Revised Code Sections 5709.73(D) and 5709.83, this Board hereby authorizes the Township Administrator, the Fiscal Officer, and their designees, to send proper and timely notice to the Board of Education of the Northwest Local School District and the Board of Directors of the Butler Technology and Career Center of this Board's intention to formally adopt the Proposed Incentive District TIF Resolution.
- (iv) Pursuant to Ohio Revised Code Section 5709.73(E), this Board hereby ratifies the Township Administrator's, the Fiscal Officer's, and their designees' sending of proper and timely notice to the Board of County Commissioners of Hamilton County, Ohio of this Board's intention to formally adopt the Proposed Incentive District TIF Resolution.

SECTION 4. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this

Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 5. Effective Date. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder Intentionally Left Blank]

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 11th day of November, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

The undersigned, Fiscal Officer of the Township of Colerain, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. [_____] -25, duly passed by the Board of Trustees for the Township of Colerain, Ohio on the 11th day of November, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

DESCRIPTION OF THE PARCELS AND OVERLAYS

The Parcels include the real property described below and shown on the attached site map. The Parcels, as of the date of the Original TIF Resolution, consisted of all of Hamilton County Parcel Numbers 510-0113-0284-90, 510-0113-0285-90, and 510-0113-0281-90 consisting of 12.595 +/- acres, each as identified and described in **Exhibit A** to the Original TIF Resolution copied below:

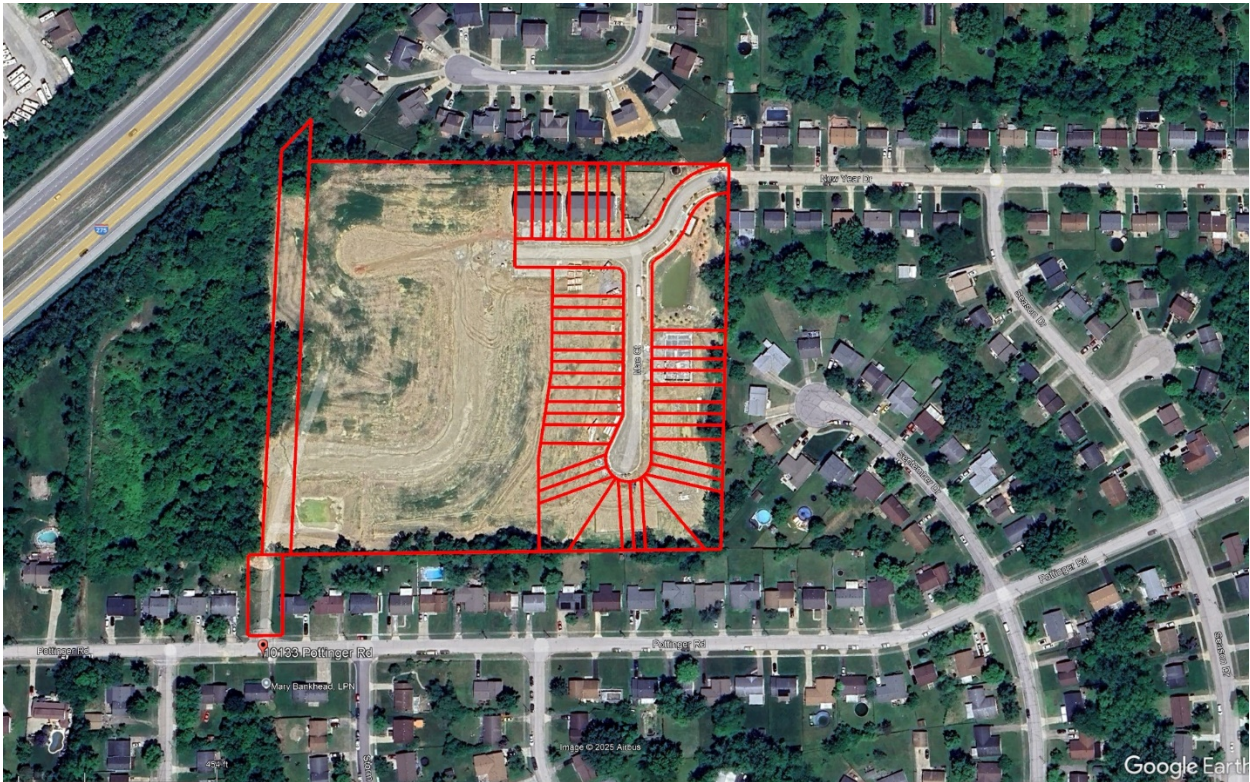
[Insert Original TIF Resolution Map]

The Parcels, as of the date of this Resolution, consist of the real property identified in **Exhibit A** to the Original TIF Resolution, as those parcels may have been and may further be, divided, combined, or renumbered by the Hamilton County Auditor from time to time. For the purposes of clarity, the Parcels include all of, and not more of or less of, the real property identified in **Exhibit A** to the Original TIF Resolution.

As an example only, the Parcels, as of the date of this Resolution, are expected to consist of all or part of Hamilton County Parcel Numbers identified below and identified by the map in red, as follows, subject to further division, combination, or renumbering from time to time:

51001130449
51001130450
51001130453
51001130460
51001130476
51001130445
51001130454
51001130467
51001130475
51001130479
51001130481
51001130482
51001130480
51001130441
51001130443
51001130446
51001130447
51001130452
51001130465
51001130472
51001130440
51001130455
51001130458
51001130459
51001130461
51001130462
51001130463
51001130474
51001130439
51001130464
51001130477
51001130437
51001130457
51001130466
51001130470
51001130478

51001130448
51001130451
51001130468
51001130469
51001130471
51001130473
51001130438
51001130442
51001130444
51001130456



Notwithstanding the example and map depicted above, the Parcels shall include that real property listed in **Exhibit A** to the Original TIF Resolution.

For ease of reference, the following maps of the Overlay and adjoining property are provided with the relevant portion of the Parcels contained within the Overlay outlined with respect to the Taylor Glen Incentive District, as follows:

Overlay for Taylor Glen Incentive District

[See Attached]

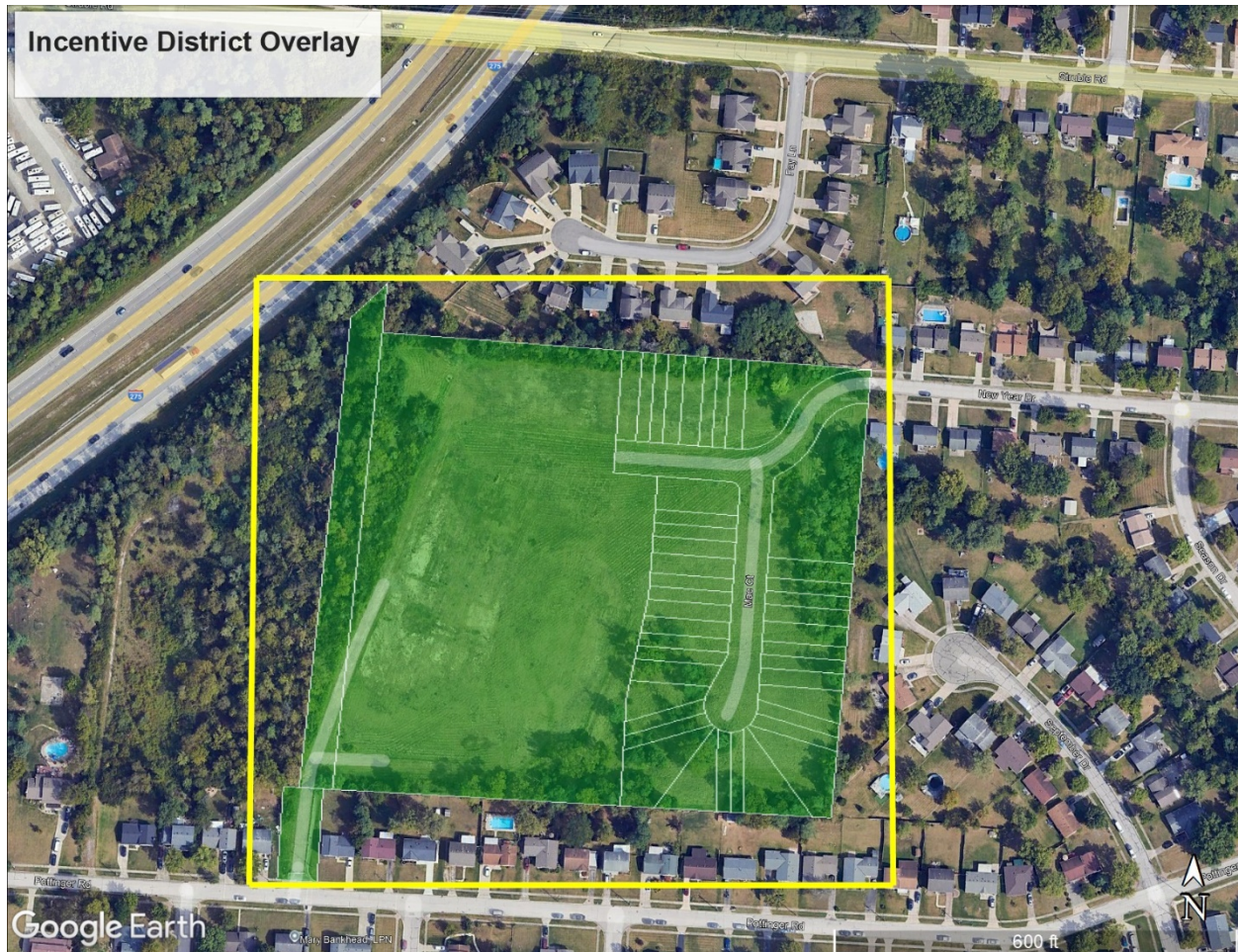


EXHIBIT B

Township of Colerain, Hamilton County, Ohio

Economic Development Plan for the “Taylor Glen Incentive District” Development Area

[_____] [____], 2025

OVERVIEW OF PROPOSED DEVELOPMENT

Taylor Glen Development, LLC and D.R. Horton – Indiana, LLC currently own approximately 12.595 acres of real property generally situated within the Township of Colerain, Hamilton County, Ohio (the “Township”). It is currently anticipated that Taylor Glen Development, LLC and D.R. Horton – Indiana, LLC will complete the development of a single-family residential subdivision on real property located in the vicinity of Pottinger Road (the “Taylor Glen Property”) within the Township expected to consist of approximately ninety-nine (99) attached single-family townhomes located at the Taylor Glen Property, together with related appurtenances thereto (the “Project”). Such attached single-family townhomes constituting the Project are expected to be conveyed by D.R. Horton – Indiana, LLC to future owners in fee simple. The Project is expected to occur upon what was formerly known as Hamilton County Auditor’s Permanent Parcel Identification Numbers 510-0113-0284-90, 510-0113-0285-90, and 510-0113-0281-90 (including any subsequent combinations or subdivisions as identified in the records of the Hamilton County Auditor from time to time and as are referenced in the Resolution to which this **Exhibit B** is attached).

LAND USE CONTROLS

As currently described by the Hamilton County Auditor’s Permanent Parcel Identification Numbers 510-0113-0284-90, 510-0113-0285-90, and 510-0113-0281-90 (including any subsequent combinations or subdivisions as identified in the records of the Hamilton County Auditor from time to time and as are referenced in the Resolution to which this **Exhibit B** is attached), such real property is zoned, according to the Zoning Resolution of the Township effective October 10, 2024 (Microsoft Word - 00 - MASTER ZONING RESOLUTION) including as amended from time to time (collectively, the “Zoning Resolution”), as Single Unit Residential (SUR). Pursuant to the Zoning Resolution, the purpose of the SUR zoning designation is to promote the standards for different types of residential uses and limited non-residential uses in an urban setting. To meet such demands of the SUR designation of the Zoning Resolution, the Township intends to preserve and enhance the health, safety, and general welfare of Township residents, while considering unique natural features, contemporary land use concepts, and a balanced residential environment.

The general resolutions of the Township shall apply except as otherwise provided within this **Exhibit B**. All references to the Township general resolutions refer to the version of such general resolutions in force at the time of their adoption. Whenever there is a conflict or difference between the provisions of this Taylor Glen Preliminary Development Plan text and exhibits, and the general resolutions of the Township, the provisions of the Taylor Glen Preliminary Development Plan’s text and exhibits shall prevail. Where this Taylor Glen Preliminary Development Plan text and exhibits are silent, the provisions of the general resolutions of the Township and the Zoning Resolution of the Township, as amended from time to time, shall prevail.

DEVELOPMENT MIX

Constructed in one or more phases, the entire Taylor Glen Incentive District Development Area is presently anticipated to consist of approximately ninety-nine (99) attached single-family townhomes, the development of public infrastructure improvements needed to service the development of such attached single-family townhomes, and necessary appurtenances thereto.

Specifically, the Township, Taylor Glen Development, LLC and D.R. Horton – Indiana, LLC currently anticipate that various public infrastructure improvements, including, but not limited to, the construction of water lines, sewer lines, and streets, will benefit the development as well as provide an overall benefit to the Township, its residents, and future development patterns.

ANALYSIS AND ASSESSMENT

To promote the variety of flexibility of residential land development that is necessary to meet the demands of increased urbanization, population growth, and the demand for well-organized residential areas within the Township, the proposed development is intended to be designed using smart-growth principles fostering a human scale, pedestrian-friendly community, with the volume of housing types necessary to serve multi-generational needs.

It is presently anticipated that the development will include an extension of roadways and streets in order to connect the attached single-family townhomes to the Township's street and transportation network. While the development of the site may occur in one or more phases, visual unity is anticipated to be achieved for the overall development. Landscape elements in view of public rights-of-way, entry features, project identity signage, street trees, other landscaping are anticipated features of the development intended to operate in a cohesive manner complementary to the surrounding areas of the Township.

CONCLUSION

It is the conclusion of the Township and its staff that it is in the interests of the Township to proceed with the approval of an "Engineer's Certificate" and this Economic Development Plan so as to provide for the further approval, by the Board of Trustees of the Township, of the Taylor Glen Incentive District pursuant to one or more resolutions authorized pursuant to Ohio Revised Code Section 5709.73(C).

ATTACHMENTS

[DEVELOPMENT PLAN MOCK-UP TO BE ATTACHED]

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

TIF- Taylor Glen- School Compensation Agreement

Recommend ADOPTION of the Resolution.

Rationale:

Adoption of this Resolution would establish the terms for compensation payments to the Northwest Local School District (NWLSD) as consideration for the creation of the TIF. NWLSD would be made "whole" under the terms of this Agreement.

SCHOOL COMPENSATION AGREEMENT

This **SCHOOL COMPENSATION AGREEMENT** (the “Agreement”) made and entered into as of the [] day of [], 2025 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code permit townships to authorize tax increment financing real property tax exemptions for improvements declared to be a public purpose, which exemptions exempt from real property taxation the increase in the assessed value of one or more parcels of real property after the effective date of the resolution authorizing such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing exemption from real property taxation to make semi-annual payments in lieu of real property taxes to the Township (the “Service Payments In Lieu of Taxes”), which Service Payments In Lieu of Taxes are equivalent to the amount of real property taxes which would be payable on the increase in the assessed value of the one or more parcels of real property but for the application of any tax increment financing exemption; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving Service Payments In Lieu of Taxes to establish a public improvement tax increment equivalent fund for deposit of such Service Payments In Lieu of Taxes, to be used by the Township to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing real property tax exemption and, if provided, to make payments to school districts impacted by the authorization of the tax increment financing exemption; and

WHEREAS, the Board of Trustees (the “Board”) of the Township of Colerain, Hamilton County, Ohio (the “Township”) previously approved Resolution No. 158-23 on November 14, 2023 (the “Original TIF Resolution”) authorizing one or more exemptions from real property taxation comprising the “Taylor Glen Incentive District” and the Board of Education of the Northwest Local School District (the “District”) approved a Resolution No. [] on [] [], 2023 approving a form of the Original TIF Resolution (the “Original School District Resolution”); and

WHEREAS, following passage of the Original TIF Resolution and the Original School District Resolution, the Township and the District entered into a [] on [] [], [] (the “Original School Compensation Agreement”) memorializing the terms of certain compensation payments to be made by the Township to the District; and

WHEREAS, to better encourage the timely completion of what is currently anticipated to include ninety-nine (99) single-family attached townhomes and related appurtenances thereto (collectively, the “Project”), the Board of the Township later approved the repeal of the Original TIF Resolution on November 11, 2025 pursuant to Resolution No. [_____] -25 (the “Nonperforming Parcel Resolution”) and declared the Parcels comprising the Taylor Glen Incentive District (as defined herein) as “non-performing parcels” pursuant to Ohio Revised Code Section 5709.73(A)(8); and

WHEREAS, pursuant to the Nonperforming Parcel Resolution, the Board of Trustees of the Township intended to adopt a subsequent resolution to exempt from real property taxation one hundred percent (100%) of the improvements for a period of thirty (30) years pursuant to Section 5709.73(C) of the Ohio Revised Code (the “TIF Exemption”) located within the boundaries of the Township and the School District upon real property described in *Exhibit “A”* attached hereto and made a part hereof (the “Taylor Glen Exempted Property”); and

WHEREAS, the Board of Education of the School District adopted a Resolution No. [_____] on November 10, 2025 (the “Second School District Resolution”) (i) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement, (ii) waiving the School District’s right to receive certain notification otherwise due to the School District pursuant to Ohio Revised Code Section 5709.73 et seq. or 5709.83, (iii) and authorizing execution of this Agreement, which such Second School District Resolution is attached hereto as *Exhibit “B”*; and

WHEREAS, notwithstanding the waivers contained in the Second School District Resolution, the Township provided the School District with a fourteen (14) day courtesy notice of the Township’s intention to formally authorize the TIF Exemption and the Township has, pursuant to Resolution No. [_____] -25 of the Board of Trustees of the Township adopted on December 23, 2025 (the “Second Township Resolution”) authorized the TIF Exemption and the execution of this Agreement, which such Second Township Resolution is attached hereto as *Exhibit “C”*; and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.75, and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order for the Township to make certain payments to the School District in an amount not to exceed the amount of real property taxes that the School District would have received with respect to the Improvements but for the TIF Exemption applicable to the Taylor Glen Exempted Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree, and bind themselves as follows:

SECTION 1. Approval of the TIF Exemption; Compensation to School District while TIF Exemption in Effect.

(a) As provided in the Second School District Resolution (i) the School District, together with the Township, hereby terminates the Original School Compensation Agreement in full and (ii) the School District approves the TIF Exemption for up to one hundred percent (100%)

of the Improvements to the Taylor Glen Exempted Property for a period of up to thirty (30) years, all as described in Section 1 of the Second Township Resolution.

(b) During any year or any portion thereof in which the School District would have received real property tax payments derived from the Taylor Glen Exempted Property but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments In Lieu of Taxes actually received by the Township from the owners of the Taylor Glen Exempted Property an amount equal to one hundred percent (100%) of the real property tax payments derived from the Improvements to the Taylor Glen Exempted Property that the School District would have received from the Taylor Glen Exempted Property but for the TIF Exemption (the "TIF Compensation Payments"). It is the intention of the parties to this Agreement that the School District will be made "whole" for any real property tax payments the School District would have received with respect to the Improvements but for the TIF Exemption. The TIF Compensation Payments due under this subsection shall have priority over any other pledge of Service Payments In Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township and the parties to this Agreement mutually agree that the TIF Compensation Payments due in any given year shall not exceed the amount of the Service Payments In Lieu of Taxes actually received by the Township and on deposit in the TIF Fund (as defined pursuant to the Second Township Resolution).

(c) In the event that any one or more property owners fail to remit Service Payments In Lieu of Taxes on or before their due date, as determined by generally applicable Ohio law, the Township is not required to make TIF Compensation Payments to the School District for the amount not remitted to the Township by the Hamilton County Treasurer; provided, however, that the Township shall proceed to collect the amount not remitted by the Hamilton County Treasurer and shall include that amount after collection in calculation of the next future TIF Compensation Payment amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Pursuant to Ohio Revised Code Section 5709.75(C)(1)(a), under no circumstances shall the total TIF Compensation Payments due under Section 1(b) of this Agreement exceed the amount of real property taxes that the School District would have received from the Improvements but for the authorization of the TIF Exemption. Notwithstanding the foregoing, however, any deficiencies from non-collectable amounts due in prior years may be included in TIF Compensation Payments in any given year.

(e) In determining the amount of the TIF Compensation Payments in any given year, it is expressly agreed and relied upon that the value of the Taylor Glen Exempted Property exempt pursuant to the TIF Exemption authorized pursuant to Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in the assessed value of the one or more parcels subject to the TIF Exemption with respect to the final assessed values in effect as of the year of the adoption of the Second Township Resolution authorizing the TIF Exemption, regardless of the date on which the Tax Commissioner of the State of Ohio issues a final determination with respect to the TIF Exemption to the Hamilton County Auditor.

SECTION 2. Payment of TIF Compensation Payments.

Within thirty (30) days (i) of each final, semi-annual settlement by which the Hamilton County Treasurer distributes Service Payments In Lieu of Taxes with respect to the Taylor Glen Exempted Property to the Township's TIF Fund (as defined pursuant to the Second Township Resolution) and (ii) the Treasurer of the School District's provision of the certification as to the amount of the TIF Compensation Payments pursuant to Section 3 of this Agreement to the Township, the Township shall pay to the School District, the amount of the TIF Compensation Payments.

SECTION 3. Certification of TIF Compensation Payments Amount.

Within thirty (30) days of receiving settlement information from the Hamilton County Treasurer with respect to each final, semi-annual settlement during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Taylor Glen Exempted Property but for the TIF Exemption, the Treasurer of the School District shall certify the amount of the TIF Compensation Payments due to the School District to the Township in the form of an invoice; provided, however, that failure of the Treasurer of the School District to make the certification of the TIF Compensation Payments to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation Payments, nor shall it be a default hereunder.

SECTION 4. Resolution of Disputes.

In the event the Township disputes the amount of the TIF Compensation Payments as certified by the Treasurer of the School District to the Township pursuant to Section 3 of this Agreement, the Township shall certify to the Treasurer of the School District, within thirty (30) days of the Township's receipt of a certification by the Treasurer of the School District to the Township, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation Payments to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees shall make good faith efforts to meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees are unable to mutually agree on the amount of TIF Compensation Payments, the County Auditor shall determine and certify the amount of the TIF Compensation Payments (the "Mediated Compensation Payments"). The Township shall then pay such amount within fifteen (15) days thereafter; provided, that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation Payments, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. School District Waivers.

As further consideration for the Township's agreement to make the TIF Compensation Payments to the School District provided for herein, the School District expressly agrees, as follows:

- (i) The School District hereby waives any statutory right to receive notification of the passage of the Second Township Resolution or legislation authorizing the TIF Exemption with respect to any parcel comprising the Taylor Glen Exempted Property.
- (ii) The School District expressly waives any defects or irregularities relating to the authorization of the TIF Exemption with respect to any parcel comprising the Taylor Glen Exempted Property (including, but not limited to, the notice requirements of Ohio Revised Code Sections 5709.73 and 5709.83).
- (iii) The School District agrees that it will not contest any application for a real property tax exemption made in connection with the TIF Exemption with respect to any parcel comprising the Taylor Glen Exempted Property and any other generally applicable Ohio law.
- (iv) The School District acknowledges that this Agreement and the TIF Compensation Payments to be provided herein comprise the entirety of the compensation to which the School District may be entitled in connection with the TIF Exemption authorized pursuant to the Second Township Resolution with respect to any comprising the Taylor Glen Exempted Property.

SECTION 6. Events of Default and Remedies.

Except as otherwise provided in this Agreement (including, but not limited to Section 4 with respect to Mediated Compensation Payments), in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, such defaulting party shall, upon written notice from any non-defaulting party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting party.

SECTION 7. Notices.

All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest Local School District
3377 Compton Road, Suite 110
Cincinnati, OH 45251

Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 8. Duration of Agreement; Amendment.

This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period during which the TIF Exemption is in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 9. Waiver.

No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 10. Merger; Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 11. Binding Nature.

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

SECTION 12. Severability.

Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if invalid portions were omitted.

SECTION 13. Counterparts; Captions.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have

been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 14. Filing of Agreement.

The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer of Hamilton County, Ohio. The Township further agrees to provide to the School District a copy of the legislation authorizing the TIF Exemptions within a reasonable amount of time.

SECTION 15. Extent of Covenants; No Personal Liability.

All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Township or the School District other than in his or her official capacity, and neither the members of the Board of Trustees of the Township or the Board of Education of the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Township or the School District contained in this Agreement.

SECTION 16. Limit on Liability.

Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Township or the School District be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including, but not limited to, negligence and strict liability) or any other theory of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized representatives to be effective as of the date first written above.

BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT, as the School District

By: _____
Printed Name: Amy Wells
Title: Treasurer
Date: [_____] [____], 2025

Authorized by Resolution No. [_____] approved November 10, 2025.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO,
as the Township

By: _____
Printed Name: Jeff Weckbach
Title: Township Administrator
Date: [_____] [____], 2025

Authorized by Resolution No. [_____] approved December 23, 2025.

Approved as to Form:

By: _____
Brodi J. Conover, Law Director

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of Colerain Township, Hamilton County, Ohio (the **“Township”**), hereby certifies in connection with the School Compensation Agreement entered into between the Township and the Northwest Local School District, dated as of [_____] [____], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of [____], 2025.

Fiscal Officer

Dated: [_____] [____], 2025

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Northwest Local School District (the “**School District**”), hereby certifies in connection with the School Compensation Agreement entered into between the School District and Colerain Township, Hamilton County, Ohio, dated as of [_____] [____], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2026, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of [____], 2025.

Treasurer

Dated: [_____] [____], 2025.

EXHIBIT “A”

[To be Supplied]

EXHIBIT “B”

[To be Supplied]

EXHIBIT “C”

[To be Supplied]

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

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

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

Recommend ADOPTION of the Motion.

Rationale:

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

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

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Motion to Set Organizational Meeting of the Board of Trustees on January 6, 2026 at 6PM
Recommend ADOPTION of the Motion.

Rationale:

An organizational meeting of the board of trustees is required in early January of each year.

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Discussion and Potential Action - Township Administrator Contract

No action is requested of the Board.

Rationale:

The term of the existing agreement with Township Administrator Jeff Weckbach reads:

"The term of this agreement shall begin on January 28, 2025, and shall remain in effect until December 31, 2027 unless sooner terminated pursuant to Section 3 of this Agreement. The provisions of Section 3(A) of this Agreement do not apply in the event the Agreement expires by its terms. Both parties shall have the option to extend this agreement under current terms to December 31, 2028. This initial one-year option decision shall be made by December 31, 2025."

As such, this agenda item is an opportunity for the Trustees to discuss extension of the Administrator's existing agreement through 2028. Per the agreement, a decision shall be reached prior to December 31, 2025 to either extend or not extend the contract for an additional year.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - Altafiber - Internet Upgrade - \$1,300

Recommend approval of all consent items.

Rationale:

The attached agreement is for \$1,300 and will upgrade the internet at all Township buildings to 1GB from it's current 250MB speed.



A Service Agreement for Colerain Township

Q-00092530

DOCUMENT CREATED DATE: 10/10/2025



Table of Contents

Section 1:	Signatures.....	4
1.1	Signatures.....	4
Section 2:	Pricing and Contract Term.....	6
2.1	Location: 4200 Springdale Rd, CINCINNATI, OH, United States, 45251.....	6
Section 3:	Dedicated Fuse Internet Access Terms and Conditions Supplement.....	7
3.1	Definitions	7
3.2	Services and Rates.....	7
3.3	Provision of Dedicated Fuse Internet Access.	7
3.4	Repair – Response Time.	8
3.5	Customer’s Obligations.....	8
3.6	Procedures Regarding Third Party Complaints.	9
3.7	Title to Equipment and Facilities.	9
3.8	Terminations Charges.....	9
Section 4:	Ethernet Terms and Conditions Supplement.....	9
4.1	Definitions.	10
4.2	Services and Rates.....	10
4.3	Provisioning.	10
4.4	Construction Costs.....	11
4.5	Repair – Response Time.	11
4.6	Maintenance.	12
4.7	Cancellation, Delay or Modification of Service Orders.....	12
4.8	Testing.	12
4.9	Billing and Payment.	13
4.10	Title to Equipment and Facilities.	13
4.11	Termination Charges.	13
Section 5:	General Terms and Conditions.....	13
5.1	Definitions.	13
5.2	Services.	14
5.3	Equipment Warranty, Use and Maintenance.	14
5.4	Warranty Exclusions.	14
5.5	Title or Risk of Loss of Equipment.	15
5.6	Confidential Information.	15
5.7	Resolution of Disputes and Governing Law.....	15
5.8	Terms of Payment.....	15
5.9	Termination.	16



5.10	Indemnification.....	17
5.11	Responsibilities of Each Party.	17
5.12	Limitations of Liability.....	18
5.13	Security and Access.	18
5.14	Work on Customer's Premises.	18
5.15	Customer Obligations.	18
5.16	System Maintenance.	18
5.17	Subcontracting.	18
5.18	Changes in Laws.	19
5.19	Force Majeure.....	19
5.20	Good Faith Performance.....	19
5.21	No License.	19
5.22	Amendments; Waivers.....	19
5.23	Notices.	19
5.24	No Rights to Third Parties.....	20
5.25	Severability.	20
5.26	Assignment.	20
5.27	Entire Agreement; Continuing Obligations.....	20
5.28	Regulatory Approval; Tariffs.	21
5.29	Executed in Counterparts.	21
5.30	Headings.....	21



Section 1: Signatures

1.1 Signatures

Colerain Township ("Customer") and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Connected Services (collectively "altafiber"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00092530 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Colerain Township with a place of business at 4200 Springdale Rd, Cincinnati, OH 45251-1419.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell Telephone Co. LLC d/b/a altafiber

By:

Nick Roberto

D8BCC603FE864E9...

Print Name:

Nick Roberto

Title:

Sales Manager

Date:

10/14/2025

Colerain Township

By:

Jeff Weckbach

72BE3965FB27449...

Print

Name:

Jeff weckbach

Title:

Administrator

Date:

10/14/2025

Colerain Township Billing Address:

Street:

4200 Springdale Rd

City:

Cincinnati

State:

OH

Zip:

45251-1419

Is your company's service address the same as your billing address? ☒ Yes

Colerain Township Point of Contact:

Name:

Office:

Mobile:

E-Mail:

**USF Contact Information:**

USF Name: _____

Office: _____

Mobile: _____

E-Mail: _____

Important Please Read Carefully – within two weeks of your service being installed, you will receive a USF (Universal Service Fund) Certification Survey by email. The Universal Service Fund (USF) was established by the Federal Communications Commission (FCC) in 1997 under the direction of Congress to make phone service affordable and available to all Americans including those with low incomes and those living in areas where the costs of providing telephone service are high. The USF Certification Survey email will have the return email address of USF.Exempt@altafiber.com. The Subject will be “altafiber Ethernet Certification - Response Required”. It is important that you complete and submit the Certification Survey by the specified date. The Certification Survey will ask you to indicate whether your interstate or international usage for each new circuit is 0-10% or over 10%. Your response will be used to determine whether USF charges will apply. Please ensure you complete the survey immediately upon receipt.



Section 2: Pricing and Contract Term

2.1 Location: 4200 Springdale Rd, CINCINNATI, OH, United States, 45251

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	FUSE DIA - Change	1 Gbps	1	1,150.00	1,150.00	0.00	0.00
2	FUSE DIA - Change	Primary /30 (4 IPs)	1	0.00	0.00	-	-
3	Metro Ethernet - Renewal	Internet	1	0.00	0.00	-	-
4	Metro Ethernet - Renewal	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
5	Metro Ethernet - Renewal	1 Gbps - Initial ports	1	150.00	150.00	0.00	0.00
				Subtotal	1,300.00	Subtotal	0.00
				MRC Total	USD 1,300.00	NRC Total	USD 0.00

Contract Term; Terms and Conditions

Unless otherwise provided in the Terms and Conditions Supplements attached hereto and incorporated herein by reference <https://www.altafiber.com/about-us/policies/service-terms-and-conditions> (as applicable):

The initial term of this Service Agreement will be thirty six (36) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each service, and shall remain in effect unless earlier terminated pursuant to Section 5.10 of the General Terms and Conditions Supplement, to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.



Section 3: Dedicated Fuse Internet Access Terms and Conditions Supplement

The Dedicated Fuse Internet Access Supplemental Terms and Conditions ("Dedicated Fuse Internet Access") is attached to and made a part of the Service Agreement Number Q-00092530 ("Service Agreement") and contains additional terms specific to Dedicated Fuse Internet Access provided by CBTS Technology Solutions LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions

- 3.1.1 Dedicated FUSE Internet Access - Defined as the engineering, configuration, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect Customer's network to the Dedicated FUSE Internet Access network for passage to the Internet for data transmission.
- 3.1.2 Internet - Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).
- 3.1.3 Demarcation Point - Defined as the point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Dedicated FUSE Internet Access service presented by altafiber to Customer.

3.2 Services and Rates.

- 3.2.1 Dedicated FUSE Internet Access service will be provided as specified on the attached Services Agreement.
- 3.2.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the Dedicated FUSE Internet service.
- 3.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Dedicated FUSE Internet Access service.

3.3 Provision of Dedicated Fuse Internet Access.

- 3.3.1 altafiber will provide Dedicated FUSE Internet Access service as specified on the Services Agreement sheet. Other "optional" features relating to Dedicated FUSE Internet Access service are also available to Customer if requested and agreed upon by both Parties.
- 3.3.2 Subject to Section 5, below, altafiber's provision of Dedicated FUSE Internet Access service will include the maintenance and repair required to maintain the Dedicated FUSE Internet Access service in proper working order on altafiber's side of the Demarcation Point.
- 3.3.3 Dedicated FUSE Internet Access service will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Dedicated FUSE Internet Access service. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours; normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5. If maintenance affects Customer, altafiber will use reasonable efforts to notify Customer in advance.
- 3.3.4 If a major outage to altafiber's network occurs, including Dedicated FUSE Internet Access service, altafiber will use commercially reasonable efforts to restore Dedicated FUSE Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 3.3.5 altafiber will furnish Customer with a telephone number that Customer will use to report any trouble with Dedicated FUSE Internet Access service (1-800-FUSENET (387-3638), Option 4).
- 3.3.6 altafiber will assign to Customer one (1) usable Internet Protocol (IP) address for Dedicated FUSE Internet



Access service. Customer may request additional IP addresses by completing and submitting altafiber's IP Justification Form. altafiber does not guarantee additional IP Addresses will be provided and reserves the right to deny any request for additional IP addresses.

- 3.3.7 Unless otherwise agreed in writing, altafiber will provide Dedicated FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.
- 3.3.8 The electrical signals of Dedicated FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

3.4 Repair – Response Time.

- 3.4.1 altafiber guarantees the availability of Customer's network through the Dedicated FUSE Internet Access service network and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the furthest point in altafiber's Dedicated FUSE Internet Access service network. For each 1% below the 99.9% stated availability, altafiber will credit customer \$100.00. This guarantee only applies to Dedicated FUSE Internet Access service. The physical transport is not included.
- 3.4.2 altafiber will use commercially reasonable efforts to repair any inoperable Dedicated FUSE Internet Access service port within four (4) hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after Customer has notified altafiber that such port is inoperable or it has come to the attention of altafiber that Customer's port is inoperable. If such port remains inoperable for more than eight (8) hours after Customer has notified altafiber that such port is inoperable, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.
- 3.4.3 The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any altafiber facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, and Integrated Advantage).

3.5 Customer's Obligations.

- 3.5.1 Customer acknowledges billing for Dedicated FUSE Internet Access service will commence when altafiber's transport facility is provisioned.
- 3.5.2 Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as altafiber may reasonably require in connection with performing its obligations hereunder. Customer will permit altafiber reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.
- 3.5.3 Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with altafiber's Dedicated FUSE Internet Access service and conform to the Technical Reference Specifications furnished by altafiber to Customer in connection with this Agreement.
- 3.5.4 Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4 above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.
- 3.5.5 Without the prior written consent of altafiber, Customer will not access, or attempt to access, any equipment or facilities furnished by altafiber in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that altafiber in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle altafiber to immediately terminate service without notice. Similarly, conduct by Customer that in altafiber's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE or another service will not be permitted and shall entitle altafiber to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in FUSENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any



attempts to subvert any network security measures of FUSE or any other network. Customer will indemnify and hold harmless altafiber, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by altafiber in connection with this Agreement.

- 3.5.6 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Dedicated FUSE Internet Access service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Dedicated FUSE Internet Access reasonably requested by altafiber.

3.6 Procedures Regarding Third Party Complaints.

- 3.6.1 If altafiber receives a complaint that any content provided by Customer through the use of Dedicated FUSE Internet Access service, or provided by any party using Customer's account as permitted by this contract, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; altafiber reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the Dedicated FUSE Internet Access service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

3.7 Title to Equipment and Facilities.

- 3.7.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 3.7.2 Upon disconnection of Dedicated FUSE Internet Access service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

3.8 Terminations Charges.

- 3.8.1 If Customer terminates Dedicated FUSE Internet Access service for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. All terminations in Dedicated FUSE Internet Access service will result in IP addresses assigned to customers by Dedicated FUSE Internet Access service reverting back to Dedicated FUSE Internet Access.
- 3.8.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.8.3 If nonrecurring charges associated with the installation of Dedicated FUSE Internet Access service are waived and the Dedicated FUSE Internet Access service is then terminated prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges

Section 4: Ethernet Terms and Conditions Supplement

The Ethernet Supplemental Terms and Conditions ("Ethernet") is attached to and made a part of the Service Agreement Number Q-00092530 ("Service Agreement") and contains additional terms specific to Ethernet provided by altafiber Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.



4.1 Definitions.

- 4.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 4.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 4.1.3 **Demarcation Point.** The point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by altafiber to Customer.
- 4.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 4.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 4.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 4.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 4.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 4.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 4.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

4.2 Services and Rates.

- 4.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 4.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 4.2.3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 4.2.4 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided altafiber has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 4.2.5 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4.3 Provisioning.

- 4.3.1 altafiber will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 4.3.2 altafiber will provision Ethernet service in proper working order on altafiber's side of the Demarcation Point by



the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only

- 4.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 4.3.4 If a major outage to altafiber's network occurs, including Ethernet, altafiber will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 4.3.5 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 4.3.6 Unless otherwise agreed in writing, altafiber will provide Ethernet service for data transmission only.
- 4.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 4.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 4.3.9 An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 4.3.10 Additional port discounts do not apply to different Customers at the same location.
- 4.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 4.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

4.4 Construction Costs.

- 4.4.1 altafiber is offering Ethernet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

4.5 Repair – Response Time.

- 4.5.1 altafiber will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with altafiber that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such



inoperable port.

- 4.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that altafiber is aware of the problem, and a ticket is opened either reactively or proactively and altafiber is beginning to take action to resolve the issue.

4.6 Maintenance.

- 4.6.1 When a Customer reports a trouble to altafiber and the problem is not found in the altafiber's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 4.6.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 4.6.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 4.6.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

4.7 Cancellation, Delay or Modification of Service Orders.

- 4.7.1 Cancellation of Service Order. If Customer cancels a Service Order before altafiber has completed installation of the Ethernet service, Customer must reimburse altafiber for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 4.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to altafiber within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then altafiber will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, altafiber will charge \$300.00 for the FOC due date change.
- 4.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify altafiber of an installation delay pursuant to Section 7.2 above, altafiber will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify altafiber in writing to reschedule an installation date.
- 4.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse altafiber for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against altafiber as a result of such modification.

4.8 Testing.

- 4.8.1 altafiber will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies altafiber by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies altafiber and reasonably identifies the problem, altafiber will work with Customer to remedy the problem. If altafiber reasonably determines that the problem is due to altafiber's Network or altafiber Equipment or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If altafiber reasonably determines that the problem is not being caused by altafiber's Network, altafiber Equipment, or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, the Service Date will remain unchanged. altafiber is not responsible for testing failures resulting from problems with Customer's



equipment.

4.9 Billing and Payment.

- 4.9.1 Unless Customer notifies altafiber otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

4.10 Title to Equipment and Facilities.

- 4.10.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 4.10.2 Upon disconnection of Ethernet service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.
- 4.10.3 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@altafiber.com.

4.11 Termination Charges.

- 4.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 4.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.

Section 5: General Terms and Conditions

5.1 Definitions.



- 5.1.1 The following definitions shall apply to the Service Agreement and, unless otherwise provided therein, shall also apply to the Supplements, which are incorporated into and made a part of the Service Agreement. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of the Service Agreement and the Supplement(s).
- 5.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 5.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 5.1.4 Party - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "Parties" means (i) and (ii).
- 5.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

5.2 Services.

- 5.2.1 The rates, fees, and charges for a particular service to be provided by altafiber appear in the Service Agreement (Pricing and Contract Term section) above or in the applicable Supplement. Regulated services not listed in this Agreement that are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service(s). The specific terms and conditions applicable to the particular Services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth herein. Any future Supplements entered into between the parties shall reference and be governed by and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

5.3 Equipment Warranty, Use and Maintenance.

- 5.3.1 Except for Customer Provided Equipment for Ethernet service, altafiber will maintain, in good working order, the equipment used to provide service under the Supplement(s), during the term specified in the Service Agreement or the applicable Supplement. The Warranty Exclusions set forth herein shall apply. Customer will permit altafiber access to equipment located on Customer's premises that is used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer shall not modify the equipment used to provide service hereunder in any way, without the written permission of altafiber. Customer shall be responsible for paying the cost of any repairs necessitated by any such unauthorized modification(s).

5.4 Warranty Exclusions.



- 5.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment; and (c) Customer's abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.
- 5.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 5.4.3 Except as specified in this Agreement, altafiber, its subcontractors and suppliers make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5.5 Title or Risk of Loss of Equipment.

- 5.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 5.5.2 For all other equipment used in the provision of services under any Supplement, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or contractors.

5.6 Confidential Information.

- 5.6.1 During the term of this Agreement and for two years thereafter, each Party shall maintain the confidentiality of the terms and pricing contained in this Agreement and all other confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

5.7 Resolution of Disputes and Governing Law.

- 5.7.1 The Parties will attempt, in good faith, to promptly resolve any controversy or claim arising out of or relating to this Agreement through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.
- 5.7.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.
- 5.7.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

5.8 Terms of Payment.

- 5.8.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late



payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$24.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.

- 5.8.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

5.9 Termination.



- 5.9.1 Notwithstanding provisions regarding the Term and Termination Charges specified in the Service Agreement or any Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 5.9.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 5.9.3 In the event that one Party breaches any material obligation (other than payment obligations) in this Agreement the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the applicable Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies available hereunder or at law or in equity.
- 5.9.4 A Party may, at its option, terminate a Supplement immediately upon written notice on the event of an occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 5.9.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer otherwise would have been responsible.
- 5.9.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then- current Term, the Customer will pay a Termination Charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. Nothing contained in this Agreement is intended to indicate that the applicable Utility Commission has approved or sanctioned any particular termination charge(s).
- 5.9.7 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

5.10 Indemnification.

- 5.10.1 Customer shall indemnify, defend and hold harmless altafiber and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the Customer's performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit altafiber to participate therein. The settlement of any such claim or action by Customer without altafiber's prior written consent, shall release altafiber from any and all obligations hereunder with respect to such claim or action so settled.

5.11 Responsibilities of Each Party.



- 5.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

5.12 Limitations of Liability.

- 5.12.1 altafiber's liability arising out the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber, its parent company, and their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, subcontractors and suppliers.
- 5.12.2 The Parties hereto agree that the Termination Charges and the limitations on liability contained herein are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of their inherent business risks.

5.13 Security and Access.

- 5.13.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

5.14 Work on Customer's Premises.

- 5.14.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the performance of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.

5.15 Customer Obligations.

- 5.15.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

5.16 System Maintenance.

- 5.16.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

5.17 Subcontracting.



- 5.17.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

5.18 Changes in Laws.

- 5.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request, upon thirty (30) days' written notice, that one or more provisions be renegotiated consistent with the change in circumstances.

5.19 Force Majeure.

- 5.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement including any Supplement, caused by a force majeure condition. A Force Majeure condition shall include fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

5.20 Good Faith Performance.

- 5.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5.21 No License.

- 5.21.1 Except as expressly provided in this Agreement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

5.22 Amendments; Waivers.

- 5.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

5.23 Notices.



- 5.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement (including but not limited to any notice relating to an alleged breach or termination), such notice shall be made in writing, unless specifically provided otherwise herein. Unless otherwise specifically required by this Agreement any such notice is to be delivered to the other party's designated Point of Contact or if no such designation, to the other party's signatory to this Agreement. Such notice shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Such notice shall be addressed to the other party at the address set forth in the Service Agreement. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

- 5.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt.

5.24 No Rights to Third Parties.

- 5.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

5.25 Severability.

- 5.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

5.26 Assignment.

- 5.26.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

5.27 Entire Agreement; Continuing Obligations.

- 5.27.1 The Service Agreement, along with which applicable Supplement(s) and Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by the provisions of this Agreement.
- 5.27.2 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions regarding Confidential Information, resolution of disputes, indemnification, limitations of liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 5.27.3 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 5.27.4 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates,



subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring new products or services to Customer's attention.

5.28 Regulatory Approval; Tariffs.

- 5.28.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements shall control. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

5.29 Executed in Counterparts.

- 5.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

5.30 Headings.

- 5.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.





CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Contract - Hamilton County - CDBG Amendment
Recommend approval of all consent items.

Rationale:
This is a series of amendments to our original CDBG allocation to provide an additional \$51,475 in funding to be applied toward the Geraldine sidewalk replacement project.

**FIRST AMENDMENT to the CDBG Subrecipient Agreement
between Hamilton County, Ohio, and Colerain Township, Ohio,
for the 2024-2026 CDBG Program Years Community Projects**

This Amendment #1 to the Community Development Block Grant Agreement dated February 13, 2024, is made as of June 2, 2025, (the "Effective Date"), regardless of the date of signature, by and between the Board of County Commissioners, Hamilton County, Ohio ("COUNTY") and Colerain Township, Ohio ("Grantee").

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

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

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

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

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

WHEREAS, the COUNTY desires to enter into this First Amendment to the Original Agreement with the CITY to update the timeline of project completion.

NOW THEREFORE, incorporating these premises and in consideration of mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

1. Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the Original Agreement.

2. The Grantee had been awarded \$50,000 in 2022 CDBG funds from the County for sidewalk repair as part of their 2021-2023 Community Request Program MOU; however, the awarded project did not move forward. This \$50,000 shall be reallocated to the Grantee's 2025 "Geraldine Sidewalk Improvements and Reconstruction" project for a new project total of \$90,000 in CDBG funding.
3. Except as herein amended, all terms and conditions of the Original Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this First Amendment.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES FOLLOW.]

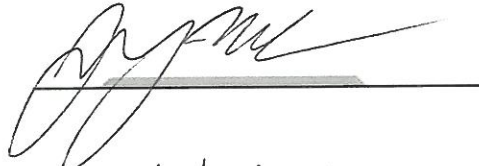
IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment effective as of the first date written above.

Board of County Commissioners
Hamilton County, Ohio

Colerain Township, Ohio



Date: 7/10/2025



Date: 10/15/25

**SECOND AMENDMENT to the CDBG Subrecipient Agreement
between Hamilton County, Ohio, and Colerain Township, Ohio,
for the 2024-2026 CDBG Program Years Community Projects**

This Second Amendment (Amendment #2) to the Community Development Block Grant Subrecipient Agreement dated February 13, 2024 (the "Original Agreement"), is made as of July 1, 2025, (the "Effective Date"), regardless of the date of signature, by and between the Board of County Commissioners, Hamilton County, Ohio ("COUNTY") and Colerain Township, Ohio ("Grantee").

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

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

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

WHEREAS, on April 24, 2024, Grantee submitted its application for the use of funding for a grant in the amount of forty thousand dollars (\$40,000) for the "Geraldine Sidewalk Improvements and Reconstruction" project, One Hundred Thousand Dollars (\$100,000) for the "Springdale Sidewalk and Pedestrian Improvements" project, One Hundred Thousand Dollars (\$100,000) for the "Groesbeck Park Improvements" project, and One Hundred Thousand Dollars (\$100,000) for the "Residential Rehabilitation" project (collectively, the "Projects"); and

WHEREAS, the County determined that the Projects meet the conditions set forth in the CDBG Guidelines and granted to the Grantee the amount of Forty Thousand Dollars (\$40,000) for the "Geraldine Sidewalk Improvements and Reconstruction" project, one hundred thousand dollars (\$100,000) for the "Springdale Sidewalk and Pedestrian Improvements" project, fifty thousand dollars (\$50,000) for the "Groesbeck Park Improvements" project, and one hundred thousand dollars (\$100,000) for the "Residential Rehabilitation" project for the provision of the Projects on the terms and conditions contained herein.

WHEREAS, pursuant to the First Amendment, executed June 2, 2025, the County reallocated Fifty Thousand Dollars (\$50,000) in unused CDBG funds to increase the Geraldine project award to Ninety Thousand Dollars (\$90,000); and

WHEREAS, the COUNTY desires to enter into this Second Amendment to the Original Agreement with the Grantee to increase the Geraldine project funding to address unanticipated project cost.

NOW THEREFORE, incorporating these premises and in consideration of mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the Original Agreement.
2. **Funding Adjustment.** Pursuant to the Original Agreement as amended, the Grantee's 2025 "Geraldine Sidewalk Improvements and Reconstruction" project award is hereby increased by One Thousand Four Hundred Seventy-Five Dollars (\$1,475) for a new project total of Ninety-One Thousand Four Hundred Seventy-Five Dollars (\$91,475) in CDBG funding.
3. **Continuing Effect.** Except as amended herein, all other terms, provisions and conditions of the Original Agreement, as previously amended, shall remain in full force and effect and are hereby ratified and affirmed. This Second Amendment and the Original Agreement shall be read and construed as one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Second Amendment effective as of the first date written above.

**Board of County Commissioners
Hamilton County, Ohio**

Colerain Township, Ohio

By: _____
Jeffrey W. Aluotto, County Administrator
On behalf of the Board of County Commissioners
Date: _____

By:  _____
Jeff Weckbach
Township Administrator
Date: 10/21/25

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

2025 - Bethesda - Health Fair - EXP 30102025

Recommend approval of all consent items.

Rationale:

The attached agreement will allowed Bethesda to provide wellness services to employees at the annual health fair.
The cost is estimated to be under \$500.

10/22/2025

Colerain Township
4300 Springdale Rd.
Colerain Township, OH 45251
ATTN: Doug Rieman

Re: Engagement for Workplace Wellbeing & Fitness Services

Dear Doug,

This letter confirms the agreement between Colerain Township, ("you" or the "Company") and Bethesda Healthcare, Inc. ("BHC" or "us") concerning your engagement of us to provide certain preventive health services for your employees. In connection with this engagement, we have agreed as follows:

1. BHC agrees to provide one or more of its wellness professionals to perform the services, as more fully set forth on Exhibit A attached to this letter agreement on the following date: 10/30/2025. This letter agreement will terminate upon the conclusion last date listed in the previous sentence. Obligations that could reasonably be construed to survive termination of this engagement (e.g. payment obligations) shall so survive.
2. BHC warrants that the services provided hereunder will be performed by professionals licensed or certified by the appropriate governing body. In providing the services, BHC and its professionals will be acting as independent contractors.
3. You will provide compensation to BHC as follows as specified in the applicable scope of work in Exhibit A for the services provided by BHC on the date(s) specified above. BHC will provide invoices to you and you will remit payment within thirty (30) days of receipt.
4. All employee/participant files created in connection with the provision of services shall be and shall remain the property of BHC. BHC shall maintain the confidentiality and security of such records to the full extent required by applicable law. Upon the termination of this letter agreement and subject to the conditions specified in the next sentence, BHC shall transfer to the successor service provider/company designated by you a copy of employee/participant identifiable biometric screening data maintained by BHC in connection with the services. Any such transfer must: (i) be requested by you in writing prior to the effective date of termination of this letter agreement; (ii) occur in the timeframe mutually agreed upon by the parties and via the medium determined by BHC; (iii) be at your sole cost; (iv) be authorized in writing by the employees/participants; and (v) otherwise be permissible under applicable law and BHC policy and procedure.
5. BHC reserves the right to require employees/ participants to complete any intake, informed consent and/or authorization forms as BHC determines necessary or appropriate prior to providing the services to such employees/ participants. BHC may, in its discretion and without breaching the terms of this letter agreement, decline to provide services to any employee/participant who refuses to complete such forms.
6. Except as set forth below, BHC agrees to perform the services in a manner consistent with your policies and/or procedures and protocols applicable to the provision of the services at your location (the "Policies"). You shall provide BHC with a current and complete copy of the Policies prior to the effective date of this letter agreement and with updates throughout the term BHC's engagement. Notwithstanding the foregoing, under no circumstances shall BHC perform the services in a manner consistent with the Policies if doing so would be inconsistent with, or contrary to, (as BHC determines in its sole discretion), BHC's policies and procedures and applicable laws, regulations and ethical standards, including but not limited to those promulgated by the Ohio State Medical Board or Ohio Board of Nursing.

7. You have retained BHC to provide only the services outlined in this letter. You acknowledge that BHC has not and will not provide you advice regarding any employment matters related to the services, and that you are solely responsible for any employment-related liability as it relates to the services, including but not limited to, the substantive components of any wellness program, and any employment decisions made based on the information provided by BHC for the purposes of administering any wellness program and/or in providing the services. You agree to indemnify BHC and hold BHC harmless from any legal proceedings arising from the services, including but not limited to, the substantive components of any wellness program and any employment decisions made by you based on the information provided by BHC for the purposes of administering any wellness program and/or in providing the services. Further, you shall be responsible for providing to employees/participants any notice which may be required by the Equal Employment Opportunity Commission's ("EEOC") final regulations regarding employer health related inquiries or medical examinations which are part of an employee health program. The EEOC has issued a model notice which may be found at: <https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm>.
8. This letter agreement will be governed and construed under the laws of the State of Ohio. This agreement represents the entire understanding between the parties and cancels and supersedes any previous agreement between the parties relating to the subject matter of this letter agreement.

If you are in agreement with the foregoing, please indicate by having your authorized representative sign in the space provided below and returning the signed copy of this letter to me. Please let me know if you have any questions.

Very truly yours,

Bethesda Healthcare, Inc.

By: Steve Mombach

Name: Steve Mombach

Title: SVP, Ambulatory Services & Network Development

Date: 10/24/2025

AGREED:

Colerain Township

By: Jeff McElroy

Name: Jeff McElroy

Title: ASSISTANT ADMINISTRATOR

Dated: 10/24/25

BC 33-2025

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - Prajapati Riddhiben Dineshbhui, Prajapati Kailasben Dineshkumar, and Prajapati Akash Dineshbhai - \$600.00 - Cash

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a \$600.00 (cash) donation from Prajapati Riddhiben Dineshbhui, Prajapati Kailasben Dineshkumar, and Prajapati Akash Dineshbhai.