

Regular Meeting of the Board of Trustees - February 10, 2026

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Moment of Positivity** Ryan Slattery - Green Champion of the Community. While on his journey of recovery from L5-S1 spinal fusion, Ryan decided to become a "Neighborhood Litter Removal Specialist". Over the next three months, Ryan managed to collect over 100 bags of trash from the neighborhoods, helping to make our community a more beautiful place to live.
5. **Approval of Minutes**
6. **Public Hearings**
 - a. CZC-25-13: The applicant, the Colerain Township Zoning Commission, is requesting a Text Amendment to Revise Standards Related to Short Term Rentals
 - b. Resolution to Approve/Deny Case CZC-25-13 - Zoning Resolution Text Amendment to Revise Standards Related to Short Term Rentals
 - c. CZC-25-16: The applicant, the Colerain Township Zoning Commission, is requesting a Text Amendment to Revise Standards Related to Charitable Donation Containers
 - d. Resolution to Approve/Deny Case CZC-25-16 - Zoning Resolution Text Amendment to Revise Standards Related to Charitable Donation Containers
7. **Presentations**
 - a. Presentation by Chief Walls: Introducing and Swearing-in Newly Promoted Employees
 - b. Presentation on Automated License Plate Reader Update by Lt. Jon Middendorf
 - c. Presentation of Year End Finances Available for Supplemental Capital Appropriation
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement

- b. Resolution Declaring a Junk Motor Vehicle - 2733 Roosevelt Dr. - 1 of 5
- c. Resolution Declaring a Junk Motor Vehicles - 2984 Sheldon Ave. - 2 of 5
- d. Resolution Declaring a Junk Motor Vehicle - 8755 Planet Dr. - 3 of 5
- e. Resolution Declaring a Junk Motor Vehicle - 10018 Regency Ct. - 4 of 5
- f. Resolution Declaring a Junk Motor Vehicle - 10961 Newmarket Dr. - 5 of 5
- g. Resolution Declaring Property as a Vacant Registrable Property - 2725 John Gray Rd.
- h. Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Cellebrite Inc. for Digital Forensics Software
- i. First Reading - Resolution Adopting Policy for Redaction Fee for Law Enforcement Cameras

Public Services

- a. Motion Accepting 2025 Road Mileage Certification

Development

- a. Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-17, Text Amendment to the Colerain Township Zoning Resolution Section 6.4.1, Legislative Review Procedures.
- b. Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-19, Text Amendment to the Colerain Township Zoning Resolution Section 4.8, Signage.
- c. Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-20, Text Amendment to the Colerain Township Zoning Resolution Article 3, Use-Specific Substandards.
- d. Motion Authorizing Township Administrator to Execute an Agreement with FW Green Investments, LLC for an Adult Use Cannabis Dispensary at 9880 Colerain Avenue

Administration

- a. Motion to Issue a Request for Proposals (RFP) for Solid Waste and Recycling Services.
- b. Discussion regarding Energy Aggregation Program
- c. Resolution Approving ODOT Project PID1208613 - Springdale Road Sidewalks

12. Old Business

13. Consent Items

- a. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS – Benjamin Kaake - \$24.38 per hour
- b. New Hire - Police Officer - Police Department - Anthony J. Pope - \$38.10 per hour.



TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

- c. New Hire - Police Officer - Police Department - Jacob D. Hornback - \$42.46 per hour.
 - d. Reclassification - Police Officer - Police Department - Andrew P. Nogueira - \$45.72 per hour.
 - e. Contract - Plattenburg - Geothermal Tax Credit - \$1,150 - NO EXP
 - f. Donation Acceptance - Department of Fire and EMS - From Cinfed Credit Union - \$500.00 (Check)
- 14. **Fiscal Office Report**
 - 15. **Executive Session** – if needed
 - 16. **Adjournment**

PUBLIC HEARINGS

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

CZC-25-13: The applicant, the Colerain Township Zoning Commission, is requesting a Text Amendment to Revise Standards Related to Short Term Rentals

Recommend a motion to open the public hearing.

Rationale:

A public hearing is required by the Trustees prior to the consideration of any text amendments.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Short-Term Rentals
Application Type: Text Amendment

Application Summary

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 3.4.36 of the Colerain Township Zoning Resolution. The amendment removes short-term rental and bed & breakfast provisions from the zoning resolution and establishes that they are regulated exclusively under the Township's Rental Registration Program administered by the Police Department.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A:** *Current Zoning Text*
2. **Appendix B:** *Proposed Zoning Text*
3. **Appendix C:** *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Short-Term Rentals
Application Type: Text Amendment

Proposed Action

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 3.4.36 of the Colerain Township Zoning Resolution. The amendment removes short-term rental and bed & breakfast provisions from the zoning resolution and establishes that they are regulated exclusively under the Township's Rental Registration Program administered by the Police Department.

Case Summary & History

On October 10, 2024, Colerain Township adopted provisions for short-term rentals within Section 3.4.36 of the Zoning Resolution. These standards overlapped with the Township's Rental Registration Program, creating confusion about enforcement responsibility and reducing clarity in the code. Provisions for Bed & Breakfast Establishments within Section 3.4.9 have also presented similar overlap and enforcement challenges.

On August 19, 2025, the Zoning Commission initiated a text amendment directing Staff to revise Sections 3.4.36 and 3.4.9 to resolve these issues. The proposed amendment removes short-term rental and bed & breakfast provisions from the zoning resolution and assigns full oversight to the Police Department through the Rental Registration Program, consolidating enforcement, simplifying administration, and ensuring consistent compliance.

Proposed Section(s) to Amend

3.4.36 - Short-Term Rentals & Transient Vacation Rentals

3.4.9 - Bed & Breakfast Establishments

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A:** *Current Zoning Text* – The existing language prior to amendment.
2. **Appendix B:** *Proposed Zoning Text* – The revised language as proposed.
3. **Appendix C:** *Comparison Document* – A description of what changed.

Staff Findings

1. Comprehensive Planning Consistency

The Comprehensive Plan emphasizes aligning land use regulations with broader community goals to avoid duplication and administrative inefficiency. Removing short-term rental provisions from the zoning resolution and consolidating oversight under the Police Department's rental registration program ensures that zoning regulations remain focused on land use, while rental property oversight is managed through an appropriate enforcement channel.

2. Preservation of Established Neighborhood Fabric

Community character and housing goals in the Comprehensive Plan highlight the importance of maintaining neighborhood stability and protecting residents from the negative effects of absentee landlords and poorly managed rental units. By shifting short-term rental oversight to the Police Department's rental registry, enforcement is streamlined to address these concerns directly, protecting the integrity of established neighborhoods.

3. Consolidation and Clarification of Zoning Language

The Plan calls for modernization and simplification of the zoning code to reduce ambiguity and improve usability. Removing short-term rental regulations from the zoning resolution eliminates duplicative provisions, reduces administrative confusion, and clarifies zoning as a tool for managing land use rather than rental business operations.

4. Improvement of Public Transparency in Zoning Administration

Clearer separation of zoning authority from rental registration supports transparency in governance. The Comprehensive Plan stresses the importance of public trust and clarity in code enforcement. This amendment makes roles clearer to the public by ensuring that zoning regulates land use while the Police Department enforces rental operation standards.

5. Advancement of Public Health and Safety

The Plan prioritizes investment in public health and safety, particularly through the continued support of police services. Assigning oversight of short-term rentals to the Police Department enhances accountability for health, safety, and nuisance concerns, ensuring that enforcement is consistent with the Township's public safety objectives.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style with a large initial "D" and "P".

David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Short-Term Rentals
Application Type: Text Amendment

Current Zoning Text

3.4.9 – Bed and Breakfast Establishments

- A. Owner occupancy requirement. Bed and breakfast establishments shall be within an owner-occupied unit, or the owner may live on an adjacent lot.
- B. Limit on the number of guest rooms. Bed and breakfast establishments shall be limited to a maximum of 4 guest rooms.
- C. Minimum vehicular parking spaces. Bed and breakfast establishments shall provide a minimum of 2 parking spaces for the owners of the property and an additional parking space for each guest room. On-street parking spaces may not count toward the required owner or guest parking.
- D. Signage allowance. In addition to other permitted signage, bed and breakfast establishments may install 1 ground-mounted sign with a maximum sign area of 4 square feet and a maximum height of 4 feet. Such signage may be illuminated from an external light source.

3.4.36 – Short-Term Rentals & Transient Vacation Rentals

- A. *Registration Requirements.* All prospective short-term rental owners must register their property with the township accordingly through the "Rental Registration" form under "Service Requests" on the Township website (www.Colerain.org). No property owner may execute the use of a short-term rental prior to registration with the Township. All the standards addressed within this section must be appropriately met and maintained for the rental registration to remain valid.
- B. *Short-Term Rental Registration.* The provisions of all short-term rentals shall be adequately addressed by the Township Administrator or a represented designee, including the enactment of a rental registration fee.
-

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Short-Term Rentals
Application Type: Text Amendment

Proposed Zoning Text

3.4.36 – Bed & Breakfast Establishments, Short-Term Rentals, & Transient Vacation Rentals

A. Regulation by Rental Registration Program. Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals are not regulated by the Colerain Township Zoning Resolution. Oversight of such uses is provided exclusively through the Township’s Rental Registration Program, administered by the Police Department in accordance with Township policy and procedures.

B. Registration Requirement. All property owners who intend to operate a Bed & Breakfast Establishment, short-term rental, or transient vacation rental must complete all required forms and comply with all fees and requirements of the Township’s Rental Registration Program. No property may be used for such purposes unless and until a valid registration has been obtained, and the property must remain in compliance with all registration requirements at all times in order for the registration to remain valid.

C. Administration. The Township Administrator, or a designated representative, shall be responsible for administering the Rental Registration Program for Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals, including establishing and collecting applicable fees and ensuring compliance with all program requirements.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Short-Term Rentals
Application Type: Text Amendment

Comparison Between Current & Proposed Text

- Short-term rentals and bed & breakfast establishments are no longer regulated through the Zoning Resolution and are now managed entirely under the Police Department's Rental Registration Program.
 - The requirement to use a specific online form has been removed, making the process flexible to accommodate any forms or procedures required under the Rental Registration Program.
 - Registration is clarified as an ongoing obligation, with rentals required to remain in compliance with all registration requirements at all times.
 - Residents seeking to operate short-term rentals will now work exclusively with the Police Department for registration and compliance, instead of zoning staff.
 - Zoning staff responsibilities related to short-term rentals are eliminated, reducing overlap and potential confusion in enforcement.
 - Enforcement authority is consolidated under a single program, providing clearer expectations for both staff and residents.
-

PUBLIC HEARINGS

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

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

Resolution to Approve/Deny Case CZC-25-13 - Zoning Resolution Text Amendment to Revise Standards Related to Short Term Rentals

Staff seeks direction on this issue.

Rationale:

The existing zoning resolution does not directly address short term rentals. This text amendment would provide regulations and clarification oversight of short term rentals in Colerain Township.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 10th day of February, 2026, 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 APPROVING ZONING COMMISSION CASE CZC-25-13,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTIONS 3.4.9, BED AND BREAKFAST ESTABLISHMENTS AND
3.4.36, SHORT TERM RENTALS & TRANSIENT VACATION RENTALS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-13 that proposed text amendments to Article 3, Land Use Standards, Sections 3.4.9, Bed and Breakfast Establishments and 3.4.36, Short Term Rentals & Transient Vacation Rentals, to transfer their regulation to the Township's Rental Registration Program administered by the Police Department; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-13 on February 10, 2026, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to approve the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; 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. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2026.

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 _____, 2026.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.4.9—Bed and Breakfast Establishments

A. Owner occupancy requirement. Bed and breakfast establishments shall be within an owner occupied unit, or the owner may live on an adjacent lot.

B. Limit on the number of guest rooms. Bed and breakfast establishments shall be limited to a maximum of 4 guest rooms.

C. Minimum vehicular parking spaces. Bed and breakfast establishments shall provide a minimum of 2 parking spaces for the owners of the property and an additional parking space for each guest room. On street parking spaces may not count toward the required owner or guest parking.

D. Signage allowance. In addition to other permitted signage, bed and breakfast establishments may install 1 ground-mounted sign with a maximum sign area of 4 square feet and a maximum height of 4 feet. Such signage may be illuminated from an external light source.

3.4.36—Short-Term Rentals & Transient Vacation Rentals

A. Registration Requirements. All prospective short-term rental owners must register their property with the township accordingly through the “Rental Registration” form under “Service Requests” on the Township website (www.Colerain.org). No property owner may execute the use of a short-term rental prior to registration with the Township. All the standards addressed within this section must be appropriately met and maintained for the rental registration to remain valid.

B. Short-Term Rental Registration. The provisions of all short-term rentals shall be adequately addressed by the Township Administrator or a represented designee, including the enactment of a rental registration fee.

3.4.36 – Bed & Breakfast Establishments, Short-Term Rentals, & Transient Vacation Rentals

A. Regulation by Rental Registration Program. *Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals are not regulated by the Colerain Township Zoning Resolution. Oversight of such uses is provided exclusively through the Township’s Rental Registration Program, administered by the Police Department in accordance with Township policy and procedures.*

B. Registration Requirement. *All property owners who intend to operate a Bed & Breakfast Establishment, short-term rental, or transient vacation rental must complete all required forms and comply with all fees and requirements of the Township’s Rental Registration Program. No*

property may be used for such purposes unless a valid registration has been obtained, and the property must remain in compliance with all registration requirements at all times in order for the registration to remain valid.

C. Administration. The Township Administrator, or a designated representative, shall be responsible for administering the Rental Registration Program for Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals, including establishing and collecting applicable fees and ensuring compliance with all program requirements.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 10th day of February, 2026, 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 DENYING ZONING COMMISSION CASE CZC-25-13,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTIONS 3.4.9, BED AND BREAKFAST ESTABLISHMENTS AND
3.4.36, SHORT TERM RENTALS & TRANSIENT VACATION RENTALS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-13 that proposed text amendments to Article 3, Land Use Standards, Sections 3.4.9, Bed and Breakfast Establishments and 3.4.36, Short Term Rentals & Transient Vacation Rentals, to transfer their regulation to the Township's Rental Registration Program administered by the Police Department; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-13 on February 10, 2026, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to deny the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2026.

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 _____, 2026.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.4.9—Bed and Breakfast Establishments

A. Owner occupancy requirement. ~~Bed and breakfast establishments shall be within an owner occupied unit, or the owner may live on an adjacent lot.~~

B. Limit on the number of guest rooms. ~~Bed and breakfast establishments shall be limited to a maximum of 4 guest rooms.~~

C. Minimum vehicular parking spaces. ~~Bed and breakfast establishments shall provide a minimum of 2 parking spaces for the owners of the property and an additional parking space for each guest room. On street parking spaces may not count toward the required owner or guest parking.~~

D. Signage allowance. ~~In addition to other permitted signage, bed and breakfast establishments may install 1 ground-mounted sign with a maximum sign area of 4 square feet and a maximum height of 4 feet. Such signage may be illuminated from an external light source.~~

3.4.36—Short-Term Rentals & Transient Vacation Rentals

A. Registration Requirements. ~~All prospective short-term rental owners must register their property with the township accordingly through the “Rental Registration” form under “Service Requests” on the Township website (www.Colerain.org). No property owner may execute the use of a short-term rental prior to registration with the Township. All the standards addressed within this section must be appropriately met and maintained for the rental registration to remain valid.~~

B. Short-Term Rental Registration. ~~The provisions of all short-term rentals shall be adequately addressed by the Township Administrator or a represented designee, including the enactment of a rental registration fee.~~

3.4.36 – Bed & Breakfast Establishments, Short-Term Rentals, & Transient Vacation Rentals

A. Regulation by Rental Registration Program. *Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals are not regulated by the Colerain Township Zoning Resolution. Oversight of such uses is provided exclusively through the Township’s Rental Registration Program, administered by the Police Department in accordance with Township policy and procedures.*

B. Registration Requirement. *All property owners who intend to operate a Bed & Breakfast Establishment, short-term rental, or transient vacation rental must complete all required forms and comply with all fees and requirements of the Township’s Rental Registration Program. No*

property may be used for such purposes unless a valid registration has been obtained, and the property must remain in compliance with all registration requirements at all times in order for the registration to remain valid.

C. Administration. The Township Administrator, or a designated representative, shall be responsible for administering the Rental Registration Program for Bed & Breakfast Establishments, short-term rentals, and transient vacation rentals, including establishing and collecting applicable fees and ensuring compliance with all program requirements.

PUBLIC HEARINGS

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

CZC-25-16: The applicant, the Colerain Township Zoning Commission, is requesting a Text Amendment to Revise Standards Related to Charitable Donation Containers

Rationale:

The Zoning Commission held a Public Hearing re: a Text Amendment to the Colerain Township Zoning Resolution to amend Section 3.4.12 — Charitable Donation Containers and sent the amendment to the Board of Trustees for consideration. A Public Hearing is required before voting on the amendment.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: December 16, 2025

Case Information

Case Title: Charitable Donation Containers
Application Type: Text Amendment

Application Summary

Consider adoption of a text amendment to Section 3.4.12 (B) of the Colerain Township Zoning Resolution to clarify the eligibility of charitable donation containers within residential zoning districts. The proposed amendment would update the allowed district standards to ensure consistent treatment of institutional properties, expand eligibility to include qualifying institutional uses beyond places of worship, and correct an unintended exclusion in the existing zoning text while maintaining appropriate zoning oversight and operational standards.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A:** *Current Zoning Text*
2. **Appendix B:** *Proposed Zoning Text*
3. **Appendix C:** *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: December 16, 2025

Case Information

Case Title: Charitable Donation Containers
Application Type: Text Amendment

Proposed Action

Consider adoption of a text amendment to Section 3.4.12 (B) of the Colerain Township Zoning Resolution to clarify the eligibility of charitable donation containers within residential zoning districts. The proposed amendment would update the allowed district standards to ensure consistent treatment of institutional properties, expand eligibility to include qualifying institutional uses beyond places of worship, and correct an unintended exclusion in the existing zoning text while maintaining appropriate zoning oversight and operational standards.

Case Summary & History

Section 3.4.12 of the Colerain Township Zoning Resolution regulates charitable donation containers as a temporary use subject to zoning certificate approval and specific operational standards. Under the current language, charitable donation containers are permitted in non-residential zoning districts and on residentially zoned lots only when associated with an approved conditional use permit for a religious place of worship.

Since adoption of the Zoning Resolution, staff has identified that this provision inadvertently limits the placement of charitable donation containers on certain institutional properties located within residential zoning districts, particularly schools and other long-standing institutional uses that function similarly to places of worship but may not have been subject to conditional use approval at the time zoning was adopted.

On November 18, 2025, the Colerain Township Zoning Commission voted to initiate a text amendment to Section 3.4.12 (B) to clarify eligible zoning districts and institutional use criteria for charitable donation containers. The intent of the initiation was to modernize and refine the regulation to ensure equitable treatment of institutional properties, correct an unintended omission in the current code, and maintain clear and enforceable standards for the placement and operation of charitable donation containers.

The proposed text amendment reflects the direction provided by the Zoning Commission at initiation and is intended to clarify eligibility without expanding the overall intensity or number of charitable donation containers permitted within the Township.

Proposed Section(s) to Amend

3.4.12 (B)

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A:** *Current Zoning Text* – The existing language prior to amendment.

2. **Appendix B: Proposed Zoning Text** – The revised language as proposed.
 3. **Appendix C: Comparison Document** – A side-by-side comparison highlighting additions (in bold), deletions (struck through), and descriptions of changes to tables or graphics.
-

Staff Findings

Consistency with the Comprehensive Plan

The proposed amendment is consistent with the Imagine Colerain Comprehensive Plan, which emphasizes equitable access to community-serving facilities and the importance of institutional uses (such as schools, places of worship, and similar civic entities) in supporting Township residents across all neighborhoods. By clarifying where charitable donation containers may be located, the amendment advances the Plan's overarching goal of fostering cohesive, well-served communities while maintaining appropriate regulatory oversight.

Consolidation and Clarification of Zoning Language

A recurring theme of the Comprehensive Plan is the modernization and refinement of regulatory language to improve clarity and consistency. The proposed amendment advances this objective by refining Section 3.4.12 (B) to better align permitted locations for charitable donation containers with the Township's institutional land use framework, reducing confusion and improving the internal coherence of the Zoning Resolution.

Reinforcement of Property Maintenance and Aesthetics

The Comprehensive Plan places strong emphasis on maintaining community appearance, reducing nuisance conditions, and supporting well-managed sites. The charitable donation container regulations, as clarified by this amendment, continue to rely on zoning certificate approval, operational standards, and enforcement provisions that promote proper maintenance, minimize visual impacts, and protect the character of surrounding neighborhoods while allowing appropriate charitable activities.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style with a large initial "D" and a stylized "P".

David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: December 16, 2025

Case Information

Case Title: Charitable Donation Containers
Application Type: Text Amendment

Current Zoning Text

3.4.12 – Charitable Donation Containers

A. Regulated as temporary use. Charitable donation containers shall be regulated as a temporary use and shall be subject to the provisions of Section 3.3 – Temporary Buildings and Uses and the provisions of this Subsection 3.4.11, in addition to other applicable provisions of this Resolution.

B. Allowed districts. Charitable donation containers may be allowed in any non-residential zoning districts. Charitable donation containers may be allowed in any residential zoning district on lots that have an approved conditional use permit for a religious places of worship use.

C. Zoning certificate standards. The following standards apply to the issuance of a Zoning Certificate for charitable donation containers:

(1) A Zoning Certificate for a charitable donation container shall be valid from the date of issuance through December 31st of the same year unless a shorter timeframe is specified in the approved Zoning Certificate.

(2) A Zoning Certificate may be renewed for re-issuance the following year. Prior to the expiration of a Zoning Certificate, any owner or operator who intends to continue to maintain a charitable donation container shall obtain a valid Zoning Certificate for the next 12-month period to start on January 1st. A grace period of 30 calendar days from the expiration date of a Zoning Certificate for a charitable donation container may be granted by the Zoning Administrator.

(3) The Zoning Administrator shall not issue a Zoning Certificate to any owner, operator, or applicant of a charitable donation container, or to a property owner for a charitable donation container, which does not operate and maintain a tax-exempt organization under Title 26 of U.S.C. §501(c)(3).

(4) Fees for the renewal of a Zoning Certificate for a charitable donation container may be waived if the Zoning Administrator determines there have been no violations of this Resolution upon the property. D. Setbacks required. Charitable donation containers shall be subject to all applicable setback requirements of the zoning district within which it is located.

E. Quantity restricted. Generally, no more than 2 charitable donation containers shall be permitted at one time on a given lot, combined lot, development site, complex, or planned district. If the lot, combined lots, development site, complex, or planned district site exceeds 10 acres in size, then an additional charitable donation container may be added per each additional 5 acres of lot size, up to a total maximum of 4 charitable donation containers. At no point shall more than 4 charitable donation containers be located upon any lot, combined lot, development site, complex, or planned district.

F. Dimensional standards. A charitable donation container shall not exceed 78 inches in height – as measured from grade level, 60 inches in width, or 60 inches in depth.

G. Required labeling. Charitable donation containers shall have the following information affixed to the exterior of the container in a conspicuous and easily readable location. The following information shall be maintained in a legible fashion

and shall remain updated in the event such information changes:

- (1) The name, address, and contact telephone number of the organization or company accepting donated items;
- (2) The name, address, and contact telephone number of the company or organization operating, servicing, or maintaining the charitable donation container;
- (3) The name, address, and contact telephone number of the property owner, or registered agent of the property owner, granting permission to the placement of the charitable donation container upon their property, if different from above; and
- (4) The current zoning certificate number issued by Colerain Township Planning and Zoning. H. Signage. Any signage, displays, images, or graphics on a charitable donation container shall maintain compliance with Section 4.8 – Signage.

I. Vacant lots and buildings prohibited. Charitable donation containers shall not be permitted on a vacant lot, on a lot that contains a vacant primary building, or on a lot that contains a primary building of which a majority of the building is vacant.

J. Exterior collection prohibited. The collection, accumulation, or storage of other materials, including but not limited to appliances, mattresses, or furniture, which is not contained completely within the charitable donation container is prohibited.

K. Regular maintenance required. Charitable donation containers shall be emptied regularly and within 48 hours of notice by Colerain Township Planning and Zoning, Code Enforcement, or Public Services to the primary contact affixed on the container. Failure to comply with any such notification from Colerain Township shall constitute a violation and shall be grounds for immediate revocation of the Zoning Certificate and required removal of the charitable donation container or other remedies specified in Section 6.6 – Enforcement, Penalties, and Remedies.

L. Cause for revocation of approval. In addition to other provisions specified above, if any owner, operator, or applicant of a charitable donation container, or a property owner for a charitable donation container is found to be in violation of any provision of this Resolution 2 3 or more times within a 12-month period, Colerain Township Planning and Zoning may revoke the Zoning Certificate for the charitable donation container.

M. Property owner responsibility. The property owner(s) of the lot upon which a charitable donation container is approved for placement shall be responsible for complying with the above conditions. In the event of violations, such parties will be responsible for the required penalties provided in Section 6.6 – Enforcement, Penalties, and Remedies.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: December 16, 2025

Case Information

Case Title: Charitable Donation Containers
Application Type: Text Amendment

Proposed Zoning Text

3.4.12 – Charitable Donation Containers

A. Regulated as temporary use. Charitable donation containers shall be regulated as a temporary use and shall be subject to the provisions of Section 3.3 – Temporary Buildings and Uses and the provisions of this Subsection 3.4.11, in addition to other applicable provisions of this Resolution.

B. Allowed districts. Charitable donation containers may be allowed in any non-residential zoning districts. Charitable donation containers may be allowed in any residential zoning district on lots that contain a principal institutional use that is permitted or conditionally permitted by this Resolution.

C. Zoning certificate standards. The following standards apply to the issuance of a Zoning Certificate for charitable donation containers:

(1) A Zoning Certificate for a charitable donation container shall be valid from the date of issuance through December 31st of the same year unless a shorter timeframe is specified in the approved Zoning Certificate.

(2) A Zoning Certificate may be renewed for re-issuance the following year. Prior to the expiration of a Zoning Certificate, any owner or operator who intends to continue to maintain a charitable donation container shall obtain a valid Zoning Certificate for the next 12-month period to start on January 1st. A grace period of 30 calendar days from the expiration date of a Zoning Certificate for a charitable donation container may be granted by the Zoning Administrator.

(3) Fees for the renewal of a Zoning Certificate for a charitable donation container may be waived if the Zoning Administrator determines there have been no violations of this Resolution upon the property.

D. Setbacks required. Charitable donation containers shall be subject to all applicable setback requirements of the zoning district within which it is located.

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- (3) The name, address, and contact telephone number of the property owner, or registered agent of the property owner, granting permission to the placement of the charitable donation container upon their property, if different from above; and
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Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: December 16, 2025

Case Information

Case Title: Charitable Donation Containers
Application Type: Text Amendment

Comparison Between Current & Proposed Text

3.4.12 – Charitable Donation Containers

A. Regulated as temporary use. Charitable donation containers shall be regulated as a temporary use and shall be subject to the provisions of Section 3.3 – Temporary Buildings and Uses and the provisions of this Subsection 3.4.11, in addition to other applicable provisions of this Resolution.

B. Allowed districts. Charitable donation containers may be allowed in any non-residential zoning districts. Charitable donation containers may be allowed in any residential zoning district on lots that ~~have an approved conditional use permit for a religious places of worship use~~ **contain a principal institutional use that is permitted or conditionally permitted by this Resolution.**

C. Zoning certificate standards. The following standards apply to the issuance of a Zoning Certificate for charitable donation containers:

(1) A Zoning Certificate for a charitable donation container shall be valid from the date of issuance through December 31st of the same year unless a shorter timeframe is specified in the approved Zoning Certificate.

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~~(3) The Zoning Administrator shall not issue a Zoning Certificate to any owner, operator, or applicant of a charitable donation container, or to a property owner for a charitable donation container, which does not operate and maintain a tax-exempt organization under Title 26 of U.S.C. §501(c)(3).~~

(4) Fees for the renewal of a Zoning Certificate for a charitable donation container may be waived if the Zoning Administrator determines there have been no violations of this Resolution upon the property.

D. Setbacks required. Charitable donation containers shall be subject to all applicable setback requirements of the zoning district within which it is located.

E. Quantity restricted. Generally, no more than 2 charitable donation containers shall be permitted at one time on a given lot, combined lot, development site, complex, or planned district. If the lot, combined lots, development site, complex, or planned district site exceeds 10 acres in size, then an additional charitable donation container may be added per each additional 5 acres of lot size, up to a total maximum of 4 charitable donation containers. At no point shall more than 4 charitable donation containers be located upon any lot, combined lot, development site, complex, or planned district.

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- (1) The name, address, and contact telephone number of the organization or company accepting donated items;
- (2) The name, address, and contact telephone number of the company or organization operating, servicing, or maintaining the charitable donation container;
- (3) The name, address, and contact telephone number of the property owner, or registered agent of the property owner, granting permission to the placement of the charitable donation container upon their property, if different from above; and
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J. Exterior collection prohibited. The collection, accumulation, or storage of other materials, including but not limited to appliances, mattresses, or furniture, which is not contained completely within the charitable donation container is prohibited.

K. Regular maintenance required. Charitable donation containers shall be emptied regularly and within 48 hours of notice by Colerain Township Planning and Zoning, Code Enforcement, or Public Services to the primary contact affixed on the container. Failure to comply with any such notification from Colerain Township shall constitute a violation and shall be grounds for immediate revocation of the Zoning Certificate and required removal of the charitable donation container or other remedies specified in Section 6.6 – Enforcement, Penalties, and Remedies.

L. Cause for revocation of approval. In addition to other provisions specified above, if any owner, operator, or applicant of a charitable donation container, or a property owner for a charitable donation container is found to be in violation of any provision of this Resolution 2 3 or more times within a 12-month period, Colerain Township Planning and Zoning may revoke the Zoning Certificate for the charitable donation container.

M. Property owner responsibility. The property owner(s) of the lot upon which a charitable donation container is approved for placement shall be responsible for complying with the above conditions. In the event of violations, such parties will be responsible for the required penalties provided in Section 6.6 – Enforcement, Penalties, and Remedies.

PUBLIC HEARINGS

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

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

Resolution to Approve/Deny Case CZC-25-16 - Zoning Resolution Text Amendment to Revise Standards Related to Charitable Donation Containers

Recommend ADOPTION of the Resolution.

Rationale:

The amendment appropriately clarifies the eligibility of charitable donation containers within residential zoning districts by updating the allowed district standards to ensure consistent treatment of institutional properties, expand eligibility to include qualifying institutional uses beyond places of worship, and correcting an unintended exclusion in the existing zoning text while maintaining appropriate zoning oversight and operational standards. The Colerain Township Zoning Commission voted 5-0 to recommend passage of the amendment by the Board of Trustees.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 10th day of February, 2026, 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 APPROVING ZONING COMMISSION CASE CZC-25-16,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTION 3.4.12, CHARITABLE DONATION CONTAINERS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on December 16, 2025 for Case Number CZC-25-16 that proposed text amendments to Article 3, Land Use Standards, Section 3.4.12, Charitable Donation Containers, to update the allowed district standards to ensure consistent treatment of institutional properties; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-16 on February 10, 2026, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to approve the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in

compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; 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. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2026.

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 _____, 2026.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.4.12 – Charitable Donation Containers

A. Regulated as temporary use. Charitable donation containers shall be regulated as a temporary use and shall be subject to the provisions of Section 3.3 – Temporary Buildings and Uses and the provisions of this Subsection, in addition to other applicable provisions of this Resolution.

B. Allowed districts. Charitable donation containers may be allowed in any non-residential zoning districts. Charitable donation containers may be allowed in any residential zoning district on lots that ~~have an approved conditional use permit for a religious places of worship use~~ *contain a principal institutional use that is permitted or conditionally permitted by this Resolution.*

C. Zoning certificate standards. The following standards apply to the issuance of a Zoning Certificate for charitable donation containers:

(1) A Zoning Certificate for a charitable donation container shall be valid from the date of issuance through December 31st of the same year unless a shorter timeframe is specified in the approved Zoning Certificate.

(2) A Zoning Certificate may be renewed for re-issuance the following year. Prior to the expiration of a Zoning Certificate, any owner or operator who intends to continue to maintain a charitable donation container shall obtain a valid Zoning Certificate for the next 12-month period to start on January 1st. A grace period of 30 calendar days from the expiration date of a Zoning Certificate for a charitable donation container may be granted by the Zoning Administrator.

~~(3) The Zoning Administrator shall not issue a Zoning Certificate to any owner, operator, or applicant of a charitable donation container, or to a property owner for a charitable donation container, which does not operate and maintain a tax-exempt organization under Title 26 of U.S.C. §501(c)(3).~~

(4) Fees for the renewal of a Zoning Certificate for a charitable donation container may be waived if the Zoning Administrator determines there have been no violations of this Resolution upon the property.

D. Setbacks required. Charitable donation containers shall be subject to all applicable setback requirements of the zoning district within which it is located.

E. Quantity restricted. Generally, no more than 2 charitable donation containers shall be permitted at one time on a given lot, combined lot, development site, complex, or planned district. If the lot, combined lots, development site, complex, or planned district site exceeds 10 acres in size, then an additional charitable donation container may be added per each additional 5 acres of lot size, up to a total maximum of 4 charitable donation containers. At no point shall more than 4 charitable donation containers be located upon any lot, combined lot, development site, complex, or planned district.

F. Dimensional standards. A charitable donation container shall not exceed 78 inches in height – as measured from grade level, 60 inches in width, or 60 inches in depth.

G. Required labeling. Charitable donation containers shall have the following information affixed to the exterior of the container in a conspicuous and easily readable location. The following information shall be maintained in a legible fashion and shall remain updated in the event such information changes:

- (1) The name, address, and contact telephone number of the organization or company accepting donated items;
- (2) The name, address, and contact telephone number of the company or organization operating, servicing, or maintaining the charitable donation container;
- (3) The name, address, and contact telephone number of the property owner, or registered agent of the property owner, granting permission to the placement of the charitable donation container upon their property, if different from above; and
- (4) The current zoning certificate number issued by Colerain Township Planning and Zoning.

H. Signage. Any signage, displays, images, or graphics on a charitable donation container shall maintain compliance with Section 4.8 – Signage.

I. Vacant lots and buildings prohibited. Charitable donation containers shall not be permitted on a vacant lot, on a lot that contains a vacant primary building, or on a lot that contains a primary building of which a majority of the building is vacant.

J. Exterior collection prohibited. The collection, accumulation, or storage of other materials, including but not limited to appliances, mattresses, or furniture, which is not contained completely within the charitable donation container is prohibited.

K. Regular maintenance required. Charitable donation containers shall be emptied regularly and within 48 hours of notice by Colerain Township Planning and Zoning, Code Enforcement, or Public Services to the primary contact affixed on the container. Failure to comply with any such notification from Colerain Township shall constitute a violation and shall be grounds for immediate revocation of the Zoning Certificate and required removal of the charitable donation container or other remedies specified in Section 6.6 – Enforcement, Penalties, and Remedies.

L. Cause for revocation of approval. In addition to other provisions specified above, if any owner, operator, or applicant of a charitable donation container, or a property owner for a charitable donation container is found to be in violation of any provision of this Resolution 2 3 or more times within a 12-month period, Colerain Township Planning and Zoning may revoke the Zoning Certificate for the charitable donation container.

M. Property owner responsibility. The property owner(s) of the lot upon which a charitable donation container is approved for placement shall be responsible for complying with the above conditions. In the event of violations, such parties will be responsible for the required penalties provided in Section 6.6 – Enforcement, Penalties, and Remedies.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 10th day of February, 2026, 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 DENYING ZONING COMMISSION CASE CZC-25-16,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTION 3.4.12, CHARITABLE DONATION CONTAINERS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on December 16, 2025 for Case Number CZC-25-16 that proposed text amendments to Article 3, Land Use Standards, Section 3.4.12, Charitable Donation Containers, to update the allowed district standards to ensure consistent treatment of institutional properties; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-16 on February 10, 2026, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to deny the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in

compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this ____ day of _____, 2026.

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 _____, 2026.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.4.12 – Charitable Donation Containers

A. Regulated as temporary use. Charitable donation containers shall be regulated as a temporary use and shall be subject to the provisions of Section 3.3 – Temporary Buildings and Uses and the provisions of this Subsection, in addition to other applicable provisions of this Resolution.

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PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Presentation by Chief Walls: Introducing and Swearing-in Newly Promoted Employees

No action is requested of the Board.

Rationale:

Introduce and administer the Oath of Office to the department's newest Career Firefighters:

- Andrew Spinney
- Tyler Hughes
- Jacob Jahn
- Joseph Kabenji

PRESENTATIONS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Presentation on Automated License Plate Reader Update by Lt. Jon Middendorf
No action is requested of the Board.

Rationale:

Flock cameras were installed and have been operational for nearly six months. As such, staff is providing an update on the system for the Trustees.



Studio
Shodwa

ALPR Usage Report



Colerain Township Police Department

Number of Devices in Use

22



Colerain Township Police Department



Vehicle Volume in Colerain Township

Total Vehicle Volume

1/3/2026 to 1/31/2026

4,546,814

Daily Average

156,787



Colerain Township Police Department



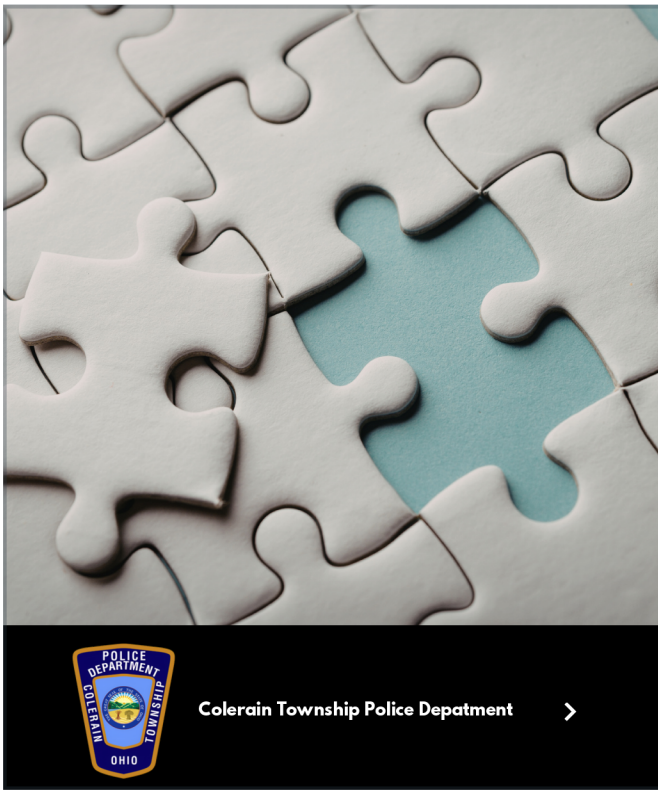
Number of Matches in Colerain Township



Colerain Township Police Department

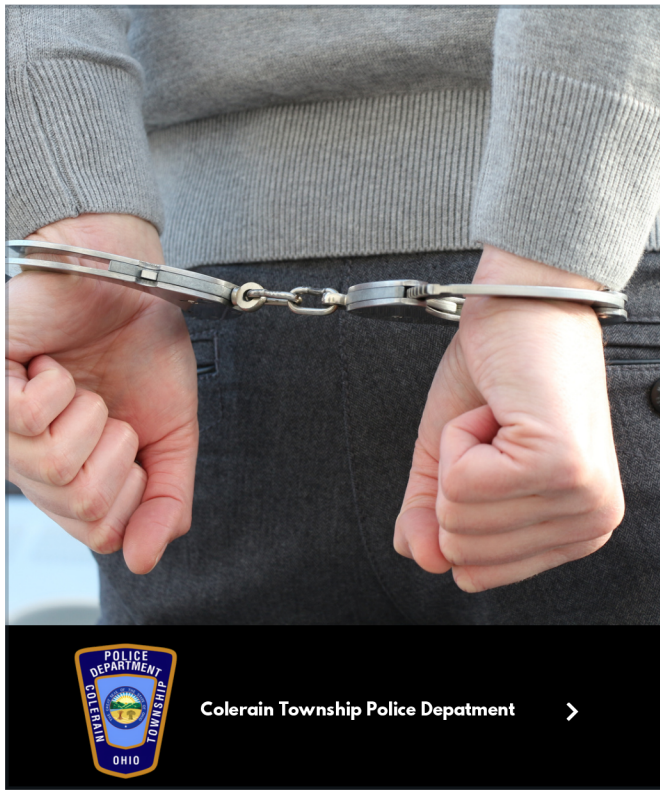


Topic	Alerts
Stolen Plate	3,901
Stolen Vehicle	1,562
Warrants (Felony or Violent Misdemeanor)	918
Missing Person	11

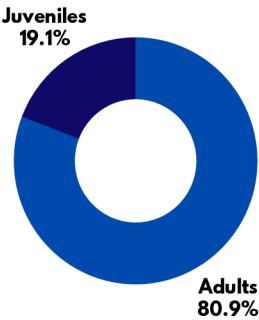


Successful Outcomes

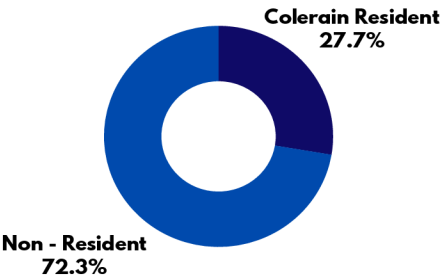
Topic	Total
Arrests	47
Stolen Vehicles Recovered	31
Cases w/ Lead Generated	17
Missing Persons Located	5



47 Arrests

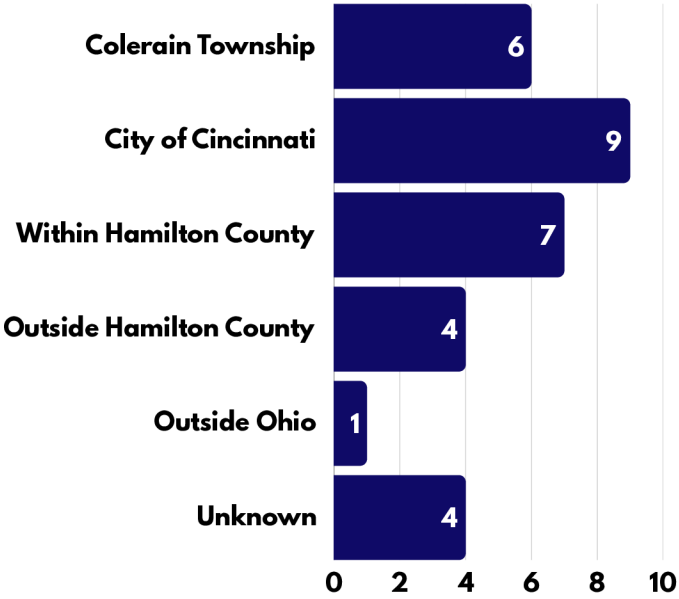


Arrestees w/ Warrants	18
Arrestees w/ Colerain Charges	36



Stolen Vehicles

Originating Agency



Colerain Township Police Department >

Charges Filed with Assistance of ALPR

Receiving Stolen Property

Failure to Comply

Fleeing and Eluding

Aggravated Burglary

Burglary

Obstructing Official Business

Theft

Possessing Criminal Tools

Criminal Damaging

Operating a Vehicle Under the Influence



Colerain Township Police Department



WANTED

Warrants Captured with Assistance of ALPR

Receiving Stolen Property

Domestic Violence

Breaking and Entering

Criminal Damaging

Failure to Register as Sex Offender

Robbery



Colerain Township Police Department



Missing Juveniles

Two teenage girls ran away using a family member's vehicle. Officer obtained the plate and conducted the search in Flock. The vehicle was located entering West Virginia via I-70. Investigators were able to gather additional info which led them to an address in Stafford , VA. The local Sheriff's office was contacted and responded to the address, locating the two juveniles and the vehicle.



Critical Missing Adult

A male made suicidal statements to family and fled in a vehicle. Subject was believed to be in possession of a firearm. He was entered into NCIC as a critical missing person. His license plate hit on a ALPR camera and was headed back towards Colerain. Officers were in the area and located the vehicle. A stop was conducted and driver was found to be intoxicated. He was subsequently arrested for OVI.



New York City Fugitive

Officer received a hit for a stolen vehicle on Colerain Avenue near Walmart (S). Officer located the vehicle in the parking lot of Walmart with a passenger inside. The passenger provided a description of the driver. Officers entered the store and locate the male driver. Further investigation revealed the driver was wanted for robbery by NYPD, and the stolen vehicle was reported stolen by NYPD. He was arrested and the vehicle was recovered.





Discussion

PRESENTATIONS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Presentation of Year End Finances Available for Supplemental Capital Appropriation

Staff seeks direction from the Trustees on the supplemental capital budget for permanent appropriations.

Rationale:

In 2024, the Board of Trustees provided direction for a new approach to capital that would allow departments to make progress on deferred maintenance. As part of this new process, a year end review of budgetary surplus from the prior year would be conducted and up to 75% of the surplus could be reallocated for capital needs.

In addition to a review for supplemental capital, the Trustees can consider if any of the surplus should be directed toward the capital reserve, which has a current balance of \$1,185,633.

Below is a summary of budgetary surplus by fund:

Fund Number	Fund Name	2025 Surplus	75% of Surplus	Requested Amount
1000	General Fund	279,437	209,578	\$0
2011, 2021, 2031, 2231	Road Funds	245,307	183,980	\$0
2081, 2261	Police Funds	641,422	481,066	\$0
2111, 2281	Fire & EMS Funds	1,065,585	799,189	\$0

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:

9651 Dunraven Dr	510-0041-0239-00
3192 Elkhorn Dr	510-0052-0447-00
3459 Hollyglen Ct	510-0111-0219-00
3095 Lapland Dr.	510-0070-0108-00
10961 Newmarket Dr	510-0034-0153-00
2733 Roosevelt Ave	510-0031-0763-00
2610 Sandhurst Dr	510-0074-0235-00
10214 Storm Dr	510-0113-0153-00

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>
9651 Dunraven Dr	510-0041-0239-00
3192 Elkhorn Dr	510-0052-0447-00
3459 Hollyglen Ct	510-0111-0219-00
3095 Lapland Dr.	510-0070-0108-00
10961 Newmarket Dr	510-0034-0153-00
2733 Roosevelt Ave	510-0031-0763-00
2610 Sandhurst Dr	510-0074-0235-00
10214 Storm Dr	510-0113-0153-00

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 - 2733 Roosevelt 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:

2733 Roosevelt Dr. Cincinnati, OH 45231

1. (OHIO) JSE2935, 2013, Grey, Chevrolet, Cruze

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 2733 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0763-00 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 **2733 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0763-00**

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 **2733 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0763-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) JSE2935, 2013, Grey, Chevrolet, Cruze**

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 Vehicles - 2984 Sheldon Ave. - 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:

2984 Sheldon Ave. Cincinnati, OH 45239

1. (OHIO) GWM6558, 2006, Green, Honda, Accord
2. (NO TAG) 2013, Grey, Chevrolet, Cruze

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 2984 Sheldon Ave. Cincinnati, OH 45239– Parcel ID 510-0071-0063-00
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 **2984 Sheldon Ave. Cincinnati, OH 45239– Parcel ID 510-0071-0063-00**

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 **2984 Sheldon Ave. Cincinnati, OH 45239– Parcel ID 510-0071-0063-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO) GWM6558, 2006, Green, Honda, Accord**
 - B. **(NO TAG) 2013, Grey, Chevrolet, Cruze**
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 - 8755 Planet 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:

8755 Planet Dr. Cincinnati, OH 45231

1. (OHIO) KJH8425, 2019, Black, Kia, Forte

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 8755 Planet Dr. Cincinnati, OH 45231– Parcel ID 510-0062-0094-00
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 **8755 Planet Dr. Cincinnati, OH 45231– Parcel ID 510-0062-0094-00**

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 **8755 Planet Dr. Cincinnati, OH 45231– Parcel ID 510-0062-0094-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) KJH8425, 2019, Black, Kia, Forte**

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 - 10018 Regency Ct. - 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:

10018 Regency Ct. Cincinnati, OH 45251

1. (OHIO) KMC8826, 2014, Blue, Dodge, Charger

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 10018 Regency Ct. Cincinnati, OH 45251– Parcel ID 510-0111-0197-00
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 **10018 Regency Ct. Cincinnati, OH 45251– Parcel ID 510-0111-0197-00**

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 **10018 Regency Ct. Cincinnati, OH 45251– Parcel ID 510-0111-0197-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) KMC8826, 2014, Blue, Dodge, Charger**

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 - 10961 Newmarket Dr. - 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:

10961 Newmarket Dr. Cincinnati, OH 45251

1. (OHIO) HOH1187, 2000, Grey, BMW, 328i

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 10961 Newmarket Dr.
Cincinnati, OH 45251– Parcel ID 510-0034-0153-00
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 **10961 Newmarket Dr. Cincinnati, OH 45251– Parcel ID 510-0034-0153-00**

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 **10961 Newmarket Dr. Cincinnati, OH 45251– Parcel ID 510-0034-0153-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) HOH1187, 2000, Grey, BMW, 328i

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 - 2725 John Gray Rd.

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:

2725 John Gray Rd, CINCINNATI, OH 45231

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ 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.: _____-26

RESOLUTION DECLARING PROPERTY LOCATED AT 2725 John Gray Rd,
CINCINNATI, OH 45231, PARCEL ID# 510-0011-0205-00,
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 2725 John Gray Rd, Cincinnati, Hamilton County, Ohio 45231, Parcel ID# 510-0011-0205-00.

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 2725 John Gray Rd, Cincinnati, Hamilton County, Ohio 45231, Parcel ID# 510-0011-0205-00 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 #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Cellebrite Inc. for Digital Forensics Software

Recommend ADOPTION of the Motion.

Rationale:

This renewal contract with Cellebrite Inc will allow for the Police Department's Criminal Investigative Unit to utilize digital forensics software to lawfully extract, decrypt, and analyze data from mobile phones, computers, and cloud storage. As with all software, the need for a search warrant still exists.

1 year agreement: \$10,715.00

PUBLIC SAFETY

Department: Administration

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services

First Reading - Resolution Adopting Policy for Redaction Fee for Law Enforcement Cameras

No action is requested of the Board.

Rationale:

In 2024, the General Assembly of Ohio modified the public records law to allow public agencies to charge or the time spent retrieving, redacting, and producing body camera or dash camera footage, up to a maximum of \$750 per request. Under this policy, these fees are designed to cover labor costs, and payment will be required upfront. The policy is drafted to comply with existing law and victims (and their families) will not be charged for production of the footage.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the ____ day of _____, 2026, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

**RESOLUTION ADOPTING LAW ENFORCEMENT VIDEO RECORDS REQUEST
POLICY**

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

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

WHEREAS, the policy will govern the application of fees related to redaction of video
for public records requests, as permitted under ORC 149.43.

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

1. The attached Law Enforcement Video Records Request Policy be formally adopted by the
Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution
be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby
authorizes the adoption of the Resolution upon its first reading.

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

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

ADOPTED this _____ day of _____, 2026.

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 _____, 2026.

Jeff Baker
Colerain Township Fiscal Officer

3.14 COLERAIN TOWNSHIP REQUESTS FOR LAW ENFORCEMENT VIDEO RECORDS

POLICY

Colerain Township and its Police Department records and maintains law enforcement video records in the administration and furtherance of legitimate law enforcement activities within the Township. This includes, but is not limited to, body worn camera footage, cruiser dash camera footage, mobile or stationary video surveillance footage, or other similar video footage that is recorded and maintained by the Township or its Police Department.

1. Consistent with the Public Records Act and notwithstanding other provisions of the Ohio Revised Code, the Township shall charge an individual or entity that requests law enforcement video records for the actual costs associated with the Township's preparation of a law enforcement video record for inspection or production.
 - a. The actual costs to the Township of preparing each law enforcement video record for inspection or production shall include reviewing, blurring or otherwise obscuring, redacting, uploading, and producing the law enforcement video records, and also includes the storage medium on which the record is produced, Township staff time, and other relevant overhead costs necessary to comply with the request.
 - b. The statutory term "video record" for the purposes of this policy, means a video from one source for one start and stop recording (essentially the beginning and end of a distinct incident). For example, three officers responding to an incident will each have a "video record" of that incident from each of their respective body cameras. This will result in an actual charge for each video record – in this example, three video records.
 - c. The actual cost to the Township of preparing each law enforcement video record for inspection or production will not exceed the maximum amount set by state law, which at the time of the adoption of this policy is \$75 per hour.
 - d. This actual cost shall be assessed to the requestor for each hour taken to prepare each law enforcement video record for inspection or production, not to exceed the maximum set by state law, which at the time of the adoption of this policy is \$750 in total per video.
 - e. This requester shall pay the estimated actual cost by check, cash, or money order to the Police Department.

- f. The Township shall not be obligated to prepare a law enforcement video record for inspection or production until the estimated actual cost is paid in full by the requester.
- g. If the actual cost to prepare the requested law enforcement video records for inspection or production exceeds the estimated costs provided to the requester, the Township shall charge the requester for the difference between the estimated cost and the actual costs, subject to the following conditions:
 - i. The Township advised the requester, in writing, that the actual costs exceed the estimated costs prior to fulfilling the request; and
 - ii. The actual costs charged to the requester cannot exceed 20% more than the estimated cost provided to the requester.
- h. Unless required by state law, the Chief of Police, or their designee, may choose to waive the actual cost-payment at their discretion, subject to the following conditions:
 - i. The general public interest in the law enforcement video record;
 - ii. The request being made by a victim, or a victim's immediate family member, of a crime where a police report was filed;
 - iii. An attorney representing a victim of a crime, where documentation is provided evidencing an established attorney-client relationship and where a police report was filed;
 - iv. A person having durable or limited Power of Attorney (POA) on behalf of a victim of a crime where a police report has been filed and provided that proper documentation can be furnished evidencing the same;
 - v. A person requesting the law enforcement video record on behalf of any state, federal, or local government agency or any state, federal, or local law enforcement agency, for any lawful government purpose, including the administration of any lawful administrative or law enforcement activities;
 - vi. A person requesting the law enforcement video record on behalf of any public school or private school or institution recognized, operating, and licensed as such in the State of Ohio;
 - vii. A victim, or an attorney representing a victim who submits a signed retention agreement, who suffered loss and could seek remedy through a tort action as defined by R.C. 2307.11, who reasonably asserts that the video recording relates to the action or omission that caused the victim's harm or loss, so long as the victim or the victim's attorney submits an affidavit identifying that the use of

the video is to investigate harm or damages that may have been captured on the video.

The Township's Police Department shall be authorized to seek communications, documentation, or other records from requesting parties in the event that an actual cost exemption is sought, evidencing that a requester is eligible for an exemption from law enforcement video record costs, as detailed herein.

2. When the Township receives a request for a law enforcement video record, the Township's Police Department shall provide the requester with the estimated actual costs of fulfilling the request for law enforcement video records, in writing, within five (5) business days or receipt of the public-records request.
 - a. The Township's written response may be sent via email or regular mail, depending on the manner in which the original request was received.
 - b. If the original request was not received via email or regular mail, the Township shall contact the requester in another way (phone, in-person, etc.) to advise them of the estimated actual cost.

PUBLIC SERVICES

Department: Administration
Department Director: Tiphany Mays, Assistant Administrator

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

Motion Accepting 2025 Road Mileage Certification

Recommend ADOPTION of the Motion.

Rationale:

The signed mileage certification form is submitted to ODOT per Ohio Revised Code, Section 4501.04. The form is prepared by the County Engineer and reflects all changes to the total mileage for Colerain Township. At the end of 2025 the total miles certified for the Township is 116.396 miles.



Ohio Department of Transportation

Office of Technical Services

2025 Township Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than March 1, 2026
or county mileage will be certified by default based on the best information available.**

The total certified mileage at the end of Calendar Year 2024 for COLERAIN Township
in HAMILTON County was 116.033 miles

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

Consider all mileage changes that occurred in CY 2025 and determine the net increase or decrease in mileage.
Add the net change to the 2024 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2025

the township was responsible for maintaining 116.396 miles of public roads.

Signature of Chairman of Board of Township Trustees

Date

Trustee Signature

Date

Trustee Signature

Date

County Engineer Signature

Date

Comments:

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

Ohio Department of Transportation

Office of Technical Services

Mail Stop #3210

1980 West Broad St. 2nd Floor

Columbus, Ohio 43223

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

Summary of 2025 ODOT Changes
for Roads in HAMILTON County,
Township 02 , COLERAIN

Certified Mileage for 2024 : 116.033 Miles

TWP	02	Route:	T 00512	Route Name:	CROSLEY MEADOW	Change:	0.150
Reason For Change		TR512 CROSLEY MEADOWS ACCEPTED FOR TOWNSHIP MAINTENANCE FROM CUL DE SAC EAST TO JUNCTION WITH CR68 BANNING RD. PART OF CROSLEY MEADOWS SUBDIVISION.					

TWP	02	Route:	T 00513	Route Name:	AVA LANE	Change:	0.060
Reason For Change		TR513 AVA LANE ACCEPTED FOR TOWNSHIP MAINTENANCE FROM INTERSECTION WITH TR514 AMELIA COURT NORTH TO INTERSECTION WITH TR512 CROSLEY MEADOW. PART OF CROSLEY MEADOWS SUBDIVISION.					

TWP	02	Route:	T 00514	Route Name:	AMELIA CT	Change:	0.153
Reason For Change		TR514 AMELIA CT ACCEPTED FOR TOWNSHIP MAINTENANCE FROM CUL DE SAC EAST TO CUL DE SAC. PART OF CROSLEY MEADOWS SUBDIVISION.					

Total Changes: 0.363

Certified Mileage For: 2025 : 116.396 Miles

DEVELOPMENT

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

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

Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-17, Text Amendment to the Colerain Township Zoning Resolution Section 6.4.1, Legislative Review Procedures.
Recommend ADOPTION of the Motion.

Rationale:

The Zoning Commission held a Public Hearing on January 20, 2026 re: a Text Amendment to the Colerain Township Zoning Resolution to amend Section 6.4.1, Legislative Review Procedures and sent the amendment to the Board of Trustees for consideration. A Public Hearing is required before voting on the amendment.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-19, Text Amendment to the Colerain Township Zoning Resolution Section 4.8, Signage.
Recommend ADOPTION of the Motion.

Rationale:

The Zoning Commission held a Public Hearing on January 20, 2026 re: a Text Amendment to the Colerain Township Zoning Resolution to amend Section 4.8, Signage, and sent the amendment to the Board of Trustees for consideration. A Public Hearing is required before voting on the amendment.

DEVELOPMENT

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

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

Motion to set a Public Hearing for March 10, 2026 at 6:00 PM to consider Zoning Commission Case CZC-25-20, Text Amendment to the Colerain Township Zoning Resolution Article 3, Use-Specific Substandards.
Recommend ADOPTION of the Motion.

Rationale:

The Zoning Commission held a Public Hearing on January 20, 2026 re: a Text Amendment to the Colerain Township Zoning Resolution to amend Article 3 — Use-Specific Substandards and sent the amendment to the Board of Trustees for consideration. A Public Hearing is required before voting on the amendment.

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 9880 Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

An 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 former H&R Block at 9880 Colerain Avenue.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Motion to Issue a Request for Proposals (RFP) for Solid Waste and Recycling Services.
Recommend ADOPTION of the Motion.

Rationale:

The Township's current contract for Solid Waste and Recycling Services is scheduled to expire at the end of April and it is in the best interest of the Township to solicit competitive proposals to ensure the continued, efficient, and cost-effective provision of these services. The proposed RFP process will allow qualified vendors to submit proposals in accordance with Township specifications and applicable laws, with the invitation to bid commencing on February 11, 2026, and closing on March 2, 2026.

COLERAIN TOWNSHIP
4200 SPRINGDALE ROAD
COLERAIN TOWNSHIP, OH 45251

SPRINGFIELD TOWNSHIP
9150 WINTON ROAD
CINCINNATI, OH 45231

Contract Documents for Collection, Disposal & Processing Residential Solid Waste & Recycling May 1, 2026 – April 30, 2031

Proposal Submitted By:

Company Name: _____

This successful Bidder shall be responsible for implementing the specifications and requirements of the Contract Documents including the invitation to bidders, the bidding documents, including all responses, supporting and supplemental information submitted by the Bidder, the instructions to the bidders, the contract provisions, the contract agreement, and all addendums.

QUESTIONS MUST BE SUBMITTED VIA EMAIL to:

Rich Surace, Cost Management Alliances at rsurace@energyalliances.com

BID SUBMISSION:

Bidders should submit one original and two copies of the entire package in the order in which it is originally organized with the appropriate, completed information and signatures. The copies should include all the supplemental and supporting information provided with the original bid.

Bids Due: <TBD>

Bid Opening: <TBD>

LOCATION

Colerain Township Administration Building
4200 Springdale Road
Colerain Township, OH 45251

BIDDING DOCUMENTS

Invitation to Bidders

Notice is hereby given that the Board of Trustees of Colerain Township and Springfield Township Hamilton County, OH, will accept sealed bids for the following contract until 11:00 a.m. on <<TBD>>, at the Colerain Township Administration Building, 4200 Springdale Road, Colerain Township, Ohio 45251. Bids will be opened at 11:15 a.m. on that same day and at the same location.

Residential Solid Waste & Recycling Collection, Disposal & Processing

Provide Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings of four or less units located in Colerain Township and Springfield Township, as more clearly specified in the Contract Documents.

Proposals must be submitted upon forms provided by the Townships and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the Bid. Performance Bond will be set at fifty percent (50%) with Performance Bond and Certificate of Insurance furnished as specified in "Instructions to Bidders." Faxed bids or electronically submitted bids will not be accepted.

For general or technical information please contact Rich Surace, Cost Management Alliances, consultant to the Townships at rsurace@energyalliances.com at any time 7 days per week or call (513) 745-1424 Monday through Friday 8:00 a.m. - 5:00 p.m.

The Boards of Trustees reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Townships.

JEFF WECKBACH, COLERAIN TOWNSHIP ADMINISTRATOR

CHRIS GILBERT, SPRINGFIELD TOWNSHIP ADMINISTRATOR

Bid Proposal

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Residential Solid Waste & Recycling Collection, Disposal & Processing

In strict accordance with the Contract Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to complete the contract on or before a date to be specified in the Notice to Proceed and to fully complete project within consecutive calendar days thereafter. The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES Bid quotation must be made both in figures and words. The basis of award of this Contract is a lump sum as calculated from the estimated quantities. The accepted contract amounts will be based on estimated quantities and services to be provided. Consideration for award of the Contract will be based on the FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES, 2026 – 2031.

Estimated units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements.

DETERMINATION OF THE LOW BIDDER

The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES will determine the lowest bidder. That cost will be calculated as follows.

Unit Cost x Number of Units = Total Cost Per Month x Number of Months in Period = Total Cost Per Period

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR:

- 1) Base Collection Rate for Unlimited Service
- 2) Optional Add-On Disposal Cart Rental Rate for Unlimited Service +
- 3) Discounted Base Collection Rate for Limited Service including a 96-gallon Cart+
- 4) Optional Add-On Backyard Service+

= FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES

OR

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR LIMITED SERVICE INCLUDING A 96-GALLON CART FOR ALL ACCOUNTS

The determination of the low bidder to whom a contract may be awarded will be based upon the lowest five year bid price.

The Townships reserves the right to select the lowest and best responsible bidder based on what is in the best interests of the Townships.

A non-collusion affidavit may be required once the winning bid is chosen.

<Remainder of page purposely left blank>

Bid SHEETS FOR RATES AND SERVICES --- Weekly Solid Waste and Recycling

Note: All units are estimates and provided solely for the purpose of bidding calculations

Name of Bidder: _____

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027		26,522		12	
Unlimited Base Collection Rate May 1, 2027- April 30, 2028		26,522		12	
Unlimited Base Collection Rate May 1, 2028- April 30, 2029		26,522		12	
Unlimited Base Collection Rate May 1, 2029- April 30, 2030		26,522		12	
Unlimited Base Collection Rate May 1, 2030- April 30, 2031		26,522		12	
Unlimited Base Collection Rate Total					

Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027		8,832		12	
Unlimited Base Collection Rate May 1, 2027- April 30, 2028		8,832		12	
Unlimited Base Collection Rate May 1, 2028- April 30, 2029		8,832		12	
Unlimited Base Collection Rate May 1, 2029- April 30, 2030		8,832		12	
Unlimited Base Collection Rate May 1, 2030- April 30, 2031		8,832		12	
Unlimited Base Collection Rate Total					

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Cart Base Collection Rate May 1, 2026- April 30, 2027		6,630		12	
Cart Base Collection Rate May 1, 2027- April 30, 2028		6,630		12	
Cart Base Collection Rate May 1, 2028- April 30, 2029		6,630		12	
Cart Base Collection Rate May 1, 2029- April 30, 2030		6,630		12	
Cart Base Collection Rate May 1, 2030- April 30, 2031		6,630		12	
Optional Cart Base Collection Rate Total					

Backyard Service is an optional add on to Base Collection	Unit Cost Per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Backyard Service May 1, 2026- April 30, 2027		120		12	
Backyard Service May 1, 2027- April 30, 2028		120		12	
Backyard Service May 1, 2028- April 30, 2029		120		12	
Backyard Service May 1, 2029- April 30, 2030		120		12	
Backyard Service May 1, 2030- April 30, 2031		120		12	
Backyard Service Total					

	Base Collection Rate Unlimited Service	Add-On Cart Rental Rate for Unlimited Service	Discounted Base Collection Rate for 96- gallon Cart & Limited Service	Add-On Backyard Service	Total
YEAR 1 - April 1, 2026- March 31, 2027					
YEAR 2 - April 1, 2027- March 31, 2028					
YEAR 3 -April 1, 2028- March 31, 2029					
YEAR 4 -April 1, 2029- March 31, 2030					
YEAR 5 -April 1, 2030- March 31, 2031					
FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES					

The Townships would also like to a combined price if all accounts included a 95-gallon solid waste cart and a 65-gallon recycling cart.

Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Limited Base Collection Rate May 1, 2026- April 30, 2027		33,272		12	
Limited Base Collection Rate May 1, 2027- April 30, 2028		33,272		12	
Limited Base Collection Rate May 1, 2028- April 30, 2029		33,272		12	
Limited Base Collection Rate May 1, 2029- April 30, 2030		33,272		12	
Limited Base Collection Rate May 1, 2030- April 30, 2031		33,272		12	
FIVE YEAR COMBINED TOTAL COST OF LIMITED SERVICES FOR ALL ACCOUNTS					

This Respectfully submitted: _____ (Printed)

By: _____ (L.S.)

Title: _____

Address: _____

Phone: _____

Date: _____ (Seal)

Attest: _____

BID BOND

BID BOND

Contract - Residential Solid Waste & Recycling Collection, Disposal & Processing

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as
Principal, and, _____,

as Surety, are hereby held and firmly bound unto Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251 and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231 in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, the _____ day of _____, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its 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 herein stated.

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 seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____(L.S.)

By _____ (Seal)

Surety _____

By _____(Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

Bid Form 1 - STATEMENT OF CONTRACTOR QUALIFICATIONS

Provide answers specific to the Division or Service Location that will perform Contract

- 1) How many years of experience does your organization's local division have in the collection and disposal of residential garbage and recyclables?

- 2) For your organization's local division: Identify current municipal government residential collection contracts in the last five years, which included semi or fully automated wheeled cart service for waste and recyclables as well as the delivery, collection, service and repair of wheeled carts (limit 5). Include a Contact for each jurisdiction, phone or email, length of contract and number of residents served.

Jurisdiction/Contact	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract

- 3) With respect to any contracts for the collection of residential garbage and recyclables referenced above, has your organization been terminated by a jurisdiction or failed to complete any contract awarded to you?

- 4) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?

- 5) Describe the parties, docket number, nature and present status of any proceeding described above.
- 6) Has your organization filed any lawsuits or requests for arbitration regarding any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
- 7) Has your organization been the subject of any lawsuit or request for arbitration filed by a jurisdiction regarding a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
- 8) Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids.

Acknowledge_____ (Initials)

<Remainder of page purposely left blank>

Bid Form 2 - EXPERIENCE OF PERSONNEL

- 1) Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the Townships.

List Key Personnel Below:

Name	Position / Title	Years with Company

- 2) The Townships expects to communicate directly with one individual designated for ultimate responsibility for the contract. The Townships will be notified immediately of any changes to this information. Provide the following information.

Name	
Mailing Address	
Direct Phone:	
Mobile Phone:	
Email:	

Personnel Policies

- 1) How does Contractor deal with replacing key personnel who leave?
- 2) Explain the current screening mechanisms used by the company for applicants and any ongoing programs for employees (i.e., drug and alcohol, etc.). Do these apply to subcontractors?
- 3) Describe in detail the Contractor's employee/driver training program. Use additional sheets or attachments, if necessary.

Bid Form 3 - FACILITIES

List the name, location and distance from Colerain Township and Springfield Township Administration Building for the facilities proposed for use in providing the services specified in the Contract.

Identification and location of the facility from which collection vehicles will originate service.

Hauler / Transporter Facility (ies)	Location:	Distance in Miles:

Identification and location of the processing and disposal companies.

Attach the documents required for each disposal/recycling facility by Section 130, Section 400, and Section 420.

Disposal Facility(ies)	Location:	Distance in Miles:
Recycling Facility(ies)	Location:	Distance in Miles:

Bid Form 4 - CERTIFICATION OF DISPOSAL FACILITY

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer of authorized representative of the disposal facility.

I acknowledge that, _____ (Name of Firm/Facility) shall be responsible to Colerain Township and Springfield Township for the full and faithful performance of disposing garbage, refuse, and/or municipal waste collected by, _____ the Contractor under the Township's Residential Garbage and Recycling Collection, Disposal and Processing Contract.

I understand and agree that recyclables collected in Colerain Township and Springfield Township may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that Colerain Township and Springfield Township shares no risk, expense, or profit for the disposal of the garbage, refuse, and/or municipal waste.

I certify that the disposal facility of, _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose of all materials collected each day, and each week under this Contract and acceptable under the facility's operating permit.

I understand and agree, _____ (Name of Firm/Facility) and the Contractor must have and provide to the Townships with the bid documents a contingency plan to avoid disruption of the garbage collection program through a temporary shutdown in operation.

I agree that at any time given reasonable notice, the Townships may visit and inspect _____ the Facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated
Include either: ☐ Social Security ☐ Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone _____ Fax: _____	
On this _____ day of _____, 202, before me, a Notary Public, undersigned representative/officer personally appeared _____, who (Representative/Officer's Name) acknowledged to be the _____ of _____ and (Job Title) (Name of Company) that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as _____. (Job Title)	
STATE OF _____	
COUNTY OF _____	IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
SEAL	_____ Notary Public
	My Commission Expires: _____

Bid Form 5 - CERTIFICATION OF RECYCLING FACILITY

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer of authorized representative of the recycling facility.

I acknowledge, _____ shall be responsible to Colerain Township and Springfield Township for the full and faithful performance of processing Recyclables collected by the Contractor under the Township's Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the Colerain Township and Springfield Township shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ is capable of accepting the following materials for single stream recycling: aluminum cans, plastic bottles and jugs, bi-metal/steel cans, cartons, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

I certify that the processing system of _____ has sufficient capacity to receive, process, and store all materials collected each day, and each week under this contract.

I understand and agree that, _____ and the Contractor must have and provide to the Townships with the bid documents a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing.

I agree that at any time given reasonable notice, the Townships may visit and inspect the facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

Include either: ☐ Social Security ☐ Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone _____ Fax: _____	
On this _____ day of _____, 202_, before me, a Notary Public, undersigned representative/officer personally appeared _____, who (Representative/Officer's Name)	
acknowledged to be the _____ of _____ and (Job Title) (Name of Company)	
that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as _____. (Job Title)	
STATE OF _____	
COUNTY OF _____	IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
SEAL	_____ Notary Public
	My Commission Expires: _____

BID FROM 6 - EQUIPMENT

DO NOT PROVIDE A COMPLETE INVENTORY OF THE COMPANY'S VEHICLES. Include Only Documentation of The Specific Vehicles Which Will Be Utilized in The Contract.

List the vehicle information for each service category. Indicate, for those vehicles to be used in this contract, the number of each model and make listed; if they are currently owned provide the license number & any company vehicle id. REQUIRED IF VEHICLE NOT CURRENTLY OWNED: Upon Notice of Award the Bidder must provide a commitment from manufacturer/dealer to deliver vehicles to contractor no later than one month prior to start date of the Contract. At that time the Bidder must provide Required Documentation for the vehicles proposed on this Form.

Primary Equipment								
Service Type	Chassis Make & Model	Year	Body Make & Model	Year	License #	VIN	Company Vehicle ID No	Anticipated Delivery Date Include Documentation
Number of								
Solid Waste								
Recycling								
Bulk Waste								

The Contractor is expected to provide Contingency Equipment to supplement the Primary Equipment during times when the Primary Equipment is non-functioning or otherwise unable to perform the job. Contingency Equipment should be capable of tipping municipal waste or recycling carts where applicable and although there is no requirement for it to be new, it must be of the same quality and standards expected of the Primary Equipment and in excellent operating condition.

Contingency Equipment								
Service Type Number of	Chassis Make & Model	Year	Body Make & Model	Year	License #	VIN	Company Vehicle ID No	Anticipated Delivery Date Include Documentation
Solid Waste								
Recycling								
Bulk Waste								

BID Form 7 - OPERATIONAL PLAN FOR CART DELIVERY

The Contractor will provide Recycling Carts for each Structure as described in the Contract. In addition, the Contractor will supply Garbage Carts to only those Structures that opt to use that service and to pay the appropriate fee. The Contractor must off load, assemble and deliver Carts commensurate with the service levels desired by each Structure.

Describe in detail below in the Contractor's plan for Cart delivery.

- Include the number of Carts that will be delivered per day.
- Specify the number of laborers that will be assigned to this task per day.
- Specify the hours during which Cart delivery is expected to occur each day.
- Specify the number of and days per week Cart delivery will be provided.
- Describe the method of organization and the type of equipment that will be used to deliver the Carts.
- Describe in detail the Contractor's record keeping procedures that will be utilized to assure accurate asset management and customer satisfaction during the Cart delivery process.

BID FORM 8 - EMERGENCY MANAGEMENT PLAN

Provide a detailed plan that includes the procedures to be implemented in the event of the incidents listed here. a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; other emergencies.

This plan will be required to be in the cab of every vehicle used to provide services in the Townships.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Townships; instructions on how to contain and mitigate the emergency.

Procedures should be specific to the type of incident.

<Remainder of page purposely left blank>

BID FORM 9 - ACKNOWLEDGEMENT OF COMPLIANCE WITH RECYCLING CART SPECIFICATIONS

Section 150 of the specifications herein describe the minimum acceptable features and performance requirements for the universal recycling carts to be purchased by the Contractor and subsequently retained by Colerain Township and Springfield Township. Bidders must thoroughly read and understand these specifications prior to submission of bids for residential and commercial collection for Colerain Township and Springfield Township. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, Colerain Township and Springfield Township will assume the Bidder cannot meet the specifications and may cause rejection of the proposal.

By checking any of the “NO” spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled “Exceptions”. If Colerain Township and Springfield Township determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, the successful bidder must only deliver the container or containers that are proposed with this bid submission. Failure to provide the exact container specified will disqualify said bidder.

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
MANUFACTURING PROCESS		
PLASTIC MATERIAL: The Contractor must submit technical data sheet(s) from the resin producer.		
RESIN ADDITIVES: The Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.		
RECYCLE ABILITY: The Contractor must include with the bid any option from the Cart Manufacturer for the repurchase/recycling of containers at the end of their useful life.		
CONTAINER REQUIREMENTS		
ANSI CONFORMANCE		
INTERIOR CONSTRUCTION		
STABILITY For a 96-gallon container - 40 MPH		
LIFT SYSTEM:		
ABRASION PROTECTION		

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
RIM OF BODY		
LID		
HANDLES		
AXLE		
EASE OF ASSEMBLY AND DISASSEMBLY: The Contractor must supply a container assembly instruction sheet with their bid		
PARTS AVAILABILITY: The Contractors will supply with the bid a listing of replacement parts available for their model container.		
COLOR:		
Specific Containers		
LOAD RATING <i>STATE LOAD RATING OF</i> 96-gallon CONTAINER: _ pounds 65 GALLON CONTAINER: _ pounds		
MANEUVERABILITY: <i>STATE MAXIMUM AVERAGE FORCE OF</i> 96-gallon CONTAINER: _ pounds 65 GALLON CONTAINER: _ pounds		
30.22 RESIN WEIGHT: <i>STATE MINIMUM RESIN WEIGHT OF</i> 96-gallon CONTAINER: _ pounds 65 GALLON CONTAINER: _ pounds		
30.23 WALL THICKNESS: The quoted container must have a minimal wall thickness of .161 inches throughout the body of the container. <i>STATE BODY WALL THICKNESS</i> 96-gallon CONTAINER: inches STATE CRITICAL WEAR POINT THICKNESS: _ inches 65 GALLON CONTAINER: inches STATE CRITICAL WEAR POINT THICKNESS: _ inches		

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
CAPACITY:		
DIMENSIONS: The exterior dimensions of the completely assembled container are as follows: 96-gallon STATE WIDTH:_ inches STATE HEIGHT:_ inches STATE LENGTH:_ inches 65 Gallon STATE WIDTH:_ inches STATE HEIGHT:_ inches STATE LENGTH:_ inches		
WHEELS		
SERIAL NUMBER BAR CODES		
CONTAINER LOGO		
USER INSTRUCTION		
LOAD RATING		
WARRANTY		
Submission of Warranty		
Duration 10 Years		
Township covered under warranty		
Lid prevents entry of rainwater		
Damage to body		
Maintains shape		
Damage or cracking		
Mobility of wheels		
Conforms to specs.		
Parent company honors warranty		

NOTICE OF AWARD

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

The Townships have considered the Bid submitted by you on _____ for the above- described project in response to its Invitation to Bidders and the related Contract Documents.

You are hereby notified that your Bid or portions thereof and in accordance with this letter of award dated _____ have been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and if not previously provided, furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, the Townships will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, and Springfield Township 9150 Winton Road Cincinnati, OH 45231

Dated this _____ day of, _____, 2026

COLERAIN TOWNSHIP
HAMILTON COUNTY, OH

SPRINGFIELD TOWNSHIP
HAMILTON COUNTY, OH

By: _____
Jeff Weckbach, Administrator

By: _____
Chris Gilbert, Administrator

Acceptance of Award

Receipt of the above Notice of Award is hereby acknowledged _____, 202__

By: _____

Title: _____

Note: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

NOTICE OF PROCEED

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to provide Residential Solid Waste and Recycling Collection, Disposal and Processing for a five (5) year period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents. Contract is to begin on May 1, 2026, subject to pre-service requirements.

COLERAIN TOWNSHIP
HAMILTON COUNTY, OH

SPRINGFIELD TOWNSHIP
HAMILTON COUNTY, OH

By: _____
Jeff Weckbach, Administrator

By: _____
Chris Gilbert, Administrator

You are required to return an acknowledged copy of this Notice of Award to Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251 and Springfield Township, 9150 Winton Road Cincinnati, OH 45231.

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged _____, 2026

By: _____

Title: _____

Note: Failure to return an acknowledgment of this Notice to Proceed does not relieve the contractor of the conditions imposed by the agreement.

INSTRUCTIONS TO BIDDERS

1. General

The following instructions relate to the proper form and method for submitting bids; to the accompanying security; to provisions for the letting of the Contract and to such other matters. It is a condition to Colerain Township and Springfield Township evaluation of bids and possible award of the Contract that each bidder carefully examine all the Contract Documents, to completely satisfy themselves as to the nature and location of the work as well as all site conditions that may affect performance of the work.

Unless otherwise indicated in the Contract Documents, alternate bids will not be considered. Unless all bids are rejected, and except as otherwise provided by law, the award will be made to the lowest responsive and responsible bidder. In any discrepancy between words and figures, the words will take precedence.

2. Submission and Opening of Bids

Colerain and Springfield Townships, herein also referred to as the "Townships," will receive separate and sealed bids. Such bids shall be submitted on the blank Bid Form which is part of these Contract Documents; shall state the proposed price of the work, both in words and figures. Bids must be signed in ink. Bids that are not so priced and signed will be rejected.

The bid and Contract Documents must be submitted intact, sealed and addressed Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251. The Bidder's name and address shall be marked in the upper left-hand corner and the words "SEALED BID FOR SOLID WASTE, AND RECYCLING" shall be clearly marked in the lower left-hand corner of the sealed envelope or packet. Hand delivered bids shall be delivered to the Colerain Township Administration Building, Office of the Administrator, at this same address. It is the responsibility of each Bidder to make sure that its bid is received by the Townships prior to the date and time set for opening of the bids. Upon the Bidder's failure to comply with the foregoing, the Townships may treat the bid as "non-responsive" and return it to the Bidder unopened. No liability or responsibility shall be attached to any representative of the Townships for premature opening of any bid not properly addressed and identified.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected. The bid may also be rejected if the product or work offered by the Bidder is determined by the Townships not to be in substantial conformance with the Contract Documents including the technical specifications.

Bidders shall not remove and submit bid pages separately but shall submit their bids bound with the complete volume of Contract Documents including all pages correctly assembled. The bid should be properly executed; and be accompanied by all bonds, certificates, questionnaire forms and other supporting information and documents, as described in the Contract Documents.

If you are conducting business as an individual, you must insert your full name and resident address in the body of the bid. If you are conducting business as a partnership, the individual names and addresses

of all members of the partnership must appear in the body of the bid. If you are conducting business as a corporation, the name of the corporation, its principal officer, and state of incorporation must appear in the body of the bid and the bid must be executed by an authorized officer of the corporation. Unless otherwise so provided, failure to comply with any of the above provisions shall be cause for rejection of the bid, at the option of the Townships.

3. Award/Contract Execution and Notice to Proceed

The Townships may reject all bids for any reason whatsoever. The Townships may, solely at their own discretion, award the Contract to the lowest responsive and responsible Bidder within one hundred twenty days (120) calendar days from the date of bid opening. A time extension may be made by the written mutual consent of the Townships and the lowest responsible Bidder. Contract award may be made by letter mailed to Bidder and shall be effective the date of the mailing.

All bids will remain open for acceptance by the Townships for one hundred eighty (180) calendar days after the bid opening. In the event a Bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Townships, the Townships will have the right to reject its bid as non-responsive.

The Notice to Proceed will be made by letter mailed to the awarded Bidder and shall be effective the date of the mailing. The Townships will endeavor to issue the Notice to Proceed within one hundred twenty (120) calendar days of the bid opening and of award. Any delays caused by the awarded Bidder's failure to provide any required documents within the specified time may, at the Township's option, cause an equivalent number of days to be added to these time frames. The awarded Bidder will commence work immediately upon issuance of the Notice to Proceed. In conformance with the Notice to Proceed and the specifications, the awarded Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Awarded Bidders that do work or prepare to do work prior to receiving the Township's Notice to Proceed are proceeding at their own risk.

4. Contract Documents

Printed copies of the Contract Documents may be obtained at the Colerain Township Administration Building, 4200 Springdale Road, Colerain Township, OH 45251.

Submission of a bid constitutes a representation by the Bidder to the Townships that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its bid. This representation is a material inducement for the Township's consideration of the Bidder for this Contract.

5. Bidders to Investigate

Bidders are required to submit their bids upon the following express conditions which will apply to and be deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the service location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and

requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Townships for clarification prior to submitting a bid. Failure of the Bidder to recognize service location conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

6. Bid Security/Contract Execution

Bids shall be accompanied by a certified check or properly executed bid bond on the form included herein, with corporate surety approved to do business in the State of Ohio and satisfactory to counsel for the Townships and with valid power of attorney attached, in the amount of not less than ten (10%) percent of the bid not including option years, if applicable, payable to the Townships, as security that the Bidder, if awarded the Contract, shall enter into a written contract with the Townships, on the form included herein, and supply to the Townships all required bonds and other documents, materials or items required to be executed, delivered, or supplied by it. Upon failure on the part of such Bidder to enter into a written contract with the Townships (and return all required documents to the Townships, including performance and payment bonds and insurance certificates, after proper execution) within ten (10) calendar days (not including Sundays or legal holidays) after receipt of such Contract by the Bidder at the address given in its bid, such defaulting Bidder and its surety shall be liable to the Townships for the damages sustained by the Townships by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the bid security which accompanied its bid. If the bid security was a certified check, such check shall be cashed by the Townships and deposited forthwith to the Townships account. If the Township's actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable to the Townships on any bid security. The bid security of all Bidders whom the Townships believes have a chance of receiving the award may be retained by the Townships until the earlier of the tenth (10th) calendar day after the effective date of the Contract or the sixty-first (61st) calendar day after the bid opening.

7. Withdrawal or Modification of Bids

The attention of Bidders is directed to the fact that, in submitting their bids, each Bidder agrees that it will not withdraw it within one hundred twenty (120) calendar days after the actual date of opening of bids or for one hundred eighty (180) calendar days if so permitted by applicable law, or for such longer period as may be agreed to by the Bidder. Upon submission of a proper request to the Townships Administrator or designee, in writing, and identification of the one making the request, a bid may be withdrawn at any time prior to the designated time for the opening of bids. Certain bids may be

withdrawn after the bid opening if the Bidder delivers credible evidence to the Townships within two (2) working days after opening the bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

Unless a bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Townships or until the Townships manifests that it does not intend to accept the bid. Notice of Acceptance of any one bid shall not constitute rejection of any other bid or manifestation that the Townships does not intend to accept any other bid.

Any Bidder may modify its bid by telegraphic or email communication at any time prior to the scheduled closing time for receipt of bids, provided that such communication is received by the Townships prior to such closing time and, further, provided that written confirmation of the communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or email modifications shall not reveal the amount of the bid but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the total bid amount or terms of the bid, so that the final prices or terms will not be known to the Townships until the sealed bid is opened. If the required written confirmation is not received by the Townships within two (2) working days (excluding Sundays or legal holidays) prior to the closing time, the Townships may, at its option, refuse to consider or give legal effect to such telegraphic or email communication.

8. Alteration of Bids and Documents

Any alteration, erasure, addition or omission of required information, or any change of the Contract Documents is done at the risk of the Bidder. Any Bidder wishing to make any alteration, erasure, addition or other changes to the Contract Documents must notify the Township's consultant at least twelve (12) calendar days prior to the scheduled bid opening of all details concerning the alteration, erasure, addition or other changes and which must be agreed to in writing by the Townships to be binding against the Townships. In general, alterations, modifications and changes to the Contract Documents will not be entertained by the Townships. Upon receipt, the Townships will analyze the above and will notify the Bidder, in writing, if it is acceptable. Should any Bidder change the wording of the language employed in the Contract Documents, the Townships may, at its sole discretion, reject the bid. To be considered by the Townships, any alterations, erasures, additions or other changes must be initialed by the officer, partner or individual who signed the bid. The successful Bidder shall be legally bound to comply strictly with the provisions of the Contract Documents exactly as accepted by the Townships as described immediately above. In case of a discrepancy or omission or if the Bidder is in doubt as to the meaning of any part of the Contract Documents, it should immediately notify the Townships via their designated consultant.

9. Right to Reject or Accept Bids

The Townships reserves the right, which is understood and agreed to by all Bidders, reject any or all bids; to waive any informality, non-material change or clarification in any part or provision of the submitted Contract Documents; or to jointly and collectively accept any bid, should the Townships determine that it is in its best interest to do so. The Township's decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid and/or its decision to reject any or all bids or to accept any bids shall be final, binding and uncontestable as to all bidders. No Townships shall act alone, independently or in partnership with only one other Townships to accept or reject the Bid.

The Townships may consider the qualifications and experience of subcontractors, Contractors, and other persons and organizations proposed by the Bidder for portions of the work. The Townships may also consider the operating costs, maintenance requirements, performance data, guarantees and warranties, and such other factors as may be determined by the Townships as reasonable to describe or compare the relative merits of the various competing bids.

10. Qualifications and Experience of Bidders

Each Bidder, as an organization, must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to execute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

The experience of an employee of the Bidder is not a substitute for the required total years of experience in providing services as an organization.

11. Time of Completion

The Contractor shall begin work in conformance with the Notice to Proceed and contract service specifications and carry the work forward expeditiously to achieve substantial completion within the time stipulated in the Contract Documents.

The project shall be for a five-year period. The Townships may opt to extend the contract for a term and rates mutually agreed upon by the Contractor.

Summation of Information to Bidders

Owner: Colerain Township and Springfield Township, Hamilton County, Ohio

Project: Residential Solid Waste, & Recycling Collection, Disposal & Processing

Location of Work: Locations and frequencies, as stipulated in the Contract Documents.

Deadline for Bid Submissions: <<Time/Date>>.

Time of Bid Opening: <<Time/Date>>.

Place of Bid Submission and Bid Opening: Colerain Township Administration Building

Bid Security: 10% of bid

Qualifications of Bidders: As stipulated in Qualifications & Experiences of Bidders and Bid Forms

Performance Bond: 50% of the total annual cost of awarded service as stipulated in Section 900

Bids May be Held: 180 calendar days

Term: Five-year period with conditional options to extend.

Insurance Required: As stipulated in, Contract Provisions, Rights & Duties of Contractor, Insurance

Liquidated Damages: As stipulated in Section C.11, Contract Time, Time is of the Essence & Liquidated Damages

ARTICLE C - CONTRACT PROVISIONS

GENERAL

C.01 - Project Description Provide Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings with four or less units as more clearly defined in the Contract Documents. All single-family and multi-family dwellings with four or less units, located in the Townships have mandatory inclusion and shall be charged as described for services provided in the Contract.

C.02 - Definitions

Wherever the words defined in this Section, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given as follows:

1. ADDENDA, refers to written or graphic instructions issued by the Townships prior to the opening of Bids which clarify, correct or change any of the Contract Documents.
2. BID, also referred to herein as "Proposal" means the set of documents, including the Bid Forms, signature sheets, Bid Bond, Certificates and other forms to be completed or information to be supplied or submitted therewith, prepared and submitted by the Bidder for the Work.
3. BONDS, refer to bid, performance, payment and maintenance bonds, and other instruments of security, requested or required by the Contract Documents.
4. CHANGE ORDER, means a document which is approved by the Township's Board of Trustees and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Time, issued on or after the Effective Date of the Contract and which is more fully described in the Contract Provisions Section entitled "Change Orders."
5. CONTRACT, means the Contract Agreement entered by and between the Townships and the Contractor, covering the Work to be performed which incorporates all Contract Documents and sets forth the terms of the agreement between the Townships and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the Contract Documents.
6. CONTRACT DOCUMENTS, means the full and collective set of documents which form the Contract, including: Invitation to Bidders; Legal Notice; Bid Proposal; Bid Bond; Bidder's Experience and Equipment Questionnaire; Supplemental documents and information required by the specifications; Notice of Award; Notice to Proceed; Instructions to Bidders; Contract Provisions; Contract Agreement; Performance Bond, Labor and Material Payment Bond, and associated Certificates of Satisfaction and Statements of Surety; Specifications; Drawings; all Addenda issued by the Townships prior to the time of opening of Bids, if any; exceptions, changes, modifications and/or clarifications incorporated into or submitted by the Contractor along with its Bid, provided that each and every such exception, change, modification and/or clarification is specifically accepted by the Townships, in writing, as a part of the award of the Contract; and any duly executed changes, modifications and/or amendments to the Contract

made and approved by the Township's Board of Trustees prior to Contract completion and any other form or document described as part of this Contract.

7. CONTRACT PRICE, means the rates payable to the Contractor as stated in the Contract Documents.
8. CONTRACT TIME OR CONTRACT TERM, means the number of calendar days determined by the Townships for performance of the Work or the date stated in the Contract Documents for completion of the Work; Contract Time commences in conformance with the Notice to Proceed and contract service specifications.
9. CONTRACTOR means the person or persons, partnership or corporation designated as such in the Contract Agreement, acting directly or through their or its agents or employees. Where a covenant, representation, or warranty is made by the Contractor, it shall also extend to and cover any individual, agent, or employee acting for or on behalf of the Contractor.
10. DRAWINGS, means the maps which give guidance in illustrating the character and scope of the Work to be performed, and which have been prepared or approved by the Townships Administrator or designee and are referred to in the full Contract Documents.
11. EFFECTIVE DATE, means the date indicated in the Contract on which it becomes effective, but if no such date is indicated, the date on which the Contract is signed and delivered by the last party to so execute.
12. TOWNSHIP ADMINISTRATOR, where the word "Township Administrator or designee" appears in the text it shall mean the Township's Appointed Representative or designee acting within the scope of his/her duties and references the Townships.
13. SERVICE LOCATION, means within the boundaries of Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, where certain portions of the Work are to be performed or located, or any other location described in the Contract Documents.
14. MANUFACTURER, means the original equipment Manufacturer of each component to be provided under this Contract, differentiated herein by appropriate modifying terms when a particular component is involved. When the word "Manufacturer" appears herein without such modifying terms, it shall be interpreted in the general sense, unless the context clearly relates to a particular component.
15. NOTICE OF AWARD, refers to the written notice by the Townships to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and within the time specified therein, the Townships will jointly deliver the Contract to the successful bidder for execution.
16. NOTICE TO PROCEED, refers to a written notice given by the Townships to the Contractor fixing the date on which the Contract Time will commence and on which the Contractor shall commence performance of its obligations under the Contract Documents.
17. TOWNSHIPS, Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, the party of the first part, or any officer or agent duly authorized (in writing) to act for the said party of the first part, in the execution of the Work called for under this Contract, such officers or agents acting

within the scope of their duties as authorized in a writing signed by the Administrator. PROJECT, means the total Work to be provided under the Contract Documents.

18. PROJECT SCHEDULE, refers to the schedule proposed by the Contractor, and which indicates the sequence in which the Contractor shall carry out and complete its Work and the time required therefor.
19. SEVERE WEATHER, means extreme weather conditions, other than snow and ice referenced in Section 143, which cause the Service Location to be included in a governmental designated disaster area or an area of large scale governmental office and public school closings. Any claim for extension of time due to a delay attributed to Severe Weather must be mutually agreed upon by the Townships and the Contractor.
20. SPECIFICATIONS, or "Technical Specifications," refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain details thereof.
21. SUBCONTRACTOR, refers to an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include Contractors of the Contractor and Contractors of Subcontractors.
22. WORK, means, for the Contract, all the Work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the Contract Term as prescribed herein and according to the requirements of the Township Administrator.

Wherever the words Townships or Township's it shall be understood that the words shall have the same meaning as the appropriate singular or plural in the context of the sentence.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation, or prescription of the Administrator are intended. Similarly, the words "approved," "acceptable," "suitable," "satisfactory," or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Administrator in each case.

RIGHTS AND DUTIES OF CONTRACTOR

C.03 - Contract Responsibilities

The Contractor represents and warrants that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract nor be grounds for any claim based on unforeseen conditions.

DETAILED INSURANCE

C.04 - Insurance

Proof of workers compensation insurance shall be submitted prior to starting Work. It shall be the responsibility of the Contractor to make certain that its Subcontractors comply with any such insurance requirements relating to them.

All insurance required by the Contract Documents (including this section) to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Ohio for the issuance of insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents and provided below.

All coverage shall be without voluntary deductibles, and if the insurance contains deductibles, the Contractor shall pay all costs and expenses not covered because of such deductibles. All insurance shall be on an occurrence basis.

The Contractor shall provide to the Township Administrator (with copies to each additional insured identified in the Contract Documents), prior to commencing Work, Certificates of Insurance evidencing the required insurance (as well as any other evidence of insurance requested by the Townships or any other additional insured). Each certificate shall, in addition to the insurance coverage, contain the following:

- A. Inception and expiration dates of insurance policy (ies);
- B. Limits of liability;
- C. Nature of coverage(s) provided including special hazards, if required;
- D. Name(s) of insurance company (ies);
- E. Policy number(s)
- F. Notation of deductible and self-insurance retention applicable to any contract of insurance;
- G. Notation of policy endorsement that provides for thirty (30) calendar days prior written notice to the Townships in the event of change, canceling or renewal; and
- H. Underlying insurance requirements for excess liability contracts.

The Townships will accept no certificate which exculpates the issuer or reduces any right conferred on the Townships by the above certificates, nor will the Townships accept certificates unless the certificates bear the signature of a direct representative of the insurance company authorized to do business in Ohio.

The Contractor will furnish a certificate of renewal or extension of the policy for a policy that expires during the term of this contract thirty (30) calendar days prior to the expiration date of the policy.

Contractor's Liability Insurance

The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law.

- A. Claims under workers' compensation, disability benefits and other similar employee benefit acts pursuant to the amounts provided in B 2 below.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death (including wrongful death) of the Contractor's employees; Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employers' Liability:
 - 1. Bodily Injury by accident \$100,000 for each accident
 - 2. Bodily Injury by disease \$500,000 policy limit
 - 3. Bodily Injury by disease \$100,000 for each employee
- C. Claims for damages because of bodily injury, sickness or disease, or death (including wrongful death) of any person other than the Contractor's employees.
- D. Claims for damages insured by customary personal injury liability coverage which are sustained:
 - 1. By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - 2. By any other person for any other reason
- E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

The Contractor's liability insurance shall eliminate the exclusion with respect to property under the care, custody and control of the Contractor for not less than the following amounts:

- 1. General Aggregate
(except Products - Completed Operations): \$2,000,000
- 2. Personal and Advertising Injury
(per person/organization): \$1,000,000
- 3. Each Occurrence
(Bodily Injury & Property Damage): \$1,000,000

4. Property Damage, Liability Insurance will provide explosion, collapse, underground coverages where appropriate
5. Excess Liability
 - General Aggregate: \$1,000,000
 - Each occurrence: \$1,000,000
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
 1. Automobile Liability
 - Bodily Injury
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - Property Damage
 - Each Accident \$1,000,000
 2. Combined Single Limit
 - (Bodily Injury and Property Damage)
 - Each Accident \$1,000,000

The policies of liability insurance so required by above to be purchased and maintained shall:

- A. With respect to insurance required by paragraphs 3, 4, 5 and 6 include as additional insureds (subject to any customary exclusion in respect of professional liability) the Townships, and any other persons or entities identified by the Townships, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds
- B. Include completed operations insurance
- C. Include contractual liability insurance covering the Contractor's indemnity obligations with coverage of not less than
 1. General Aggregate \$1,000,000
 2. Each Occurrence
 - (Bodily Injury & Property Damage) \$1,000,000
- D. Remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Contract Documents

Waiver of Rights

The Townships and Contractor intend that all policies purchased related to the Work will protect the Townships, and all other persons or entities identified by the Townships to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

The Townships and the Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages cause by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and all other persons or entities identified by the Townships to be listed as insureds or additional insureds under such policies for losses and damages so

caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance otherwise payable under any policy so issued.

C.05 - Permission to Sublet or Assign

The Contract Agreement may not be assigned by the Contractor nor may any obligation of the Contractor under the Contract Documents be assumed by any other person or third party without the prior written consent of the Townships and concurrence by the surety(s). The Contractor shall be required to present a request for such an assignment to the Townships, in writing, for consideration and approval, and the assignment shall be consummated only upon receipt of the written approval of the Townships. In the case of the Township's approval, the Contractor shall file copies of all related legal documents with the Townships. The Contractor may execute portions of this Contract through any of its subsidiaries, affiliates, Subcontractors, or licensees, however, the Townships will administer this Contract solely through the Contractor and will not deal directly with any subsidiary, affiliate, Subcontractor or licensee.

C.06 - Concerning Subcontractors and Others

The Contractor shall not employ any Subcontractor, or other person or entity for the performance of the work, including those initially acceptable to the Townships as indicated in the next paragraph below, whether initially or as a substitute, against whom the Townships may have a reasonable objection. In the event the Contractor fails or refuses to replace, within a reasonable time, any Subcontractor, other person or entity working for the performance of the work, to which the Townships has taken reasonable objection, the Townships may stop the Contractor's performance until such time that a replacement is effectuated. The Contractor shall be liable for any and all damages related to any stoppage of the Contractor's performance under this Section. This Section shall not limit the Township's right to recover for breach of Contract or any other legally recognizable cause of action.

The Contractor shall establish the qualifications of all Subcontractors and will make sure that they comply with the insurance requirements according to Section C.04. In addition, the Contractor shall establish that Subcontractors providing any professional services have adequate professional liability insurance. The Township's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor or other person or organization working at the Townships may be revoked upon the Township's written objection, in which case the Contractor shall submit a substitute acceptable to the Townships. No acceptance by the Townships of any such Subcontractor or other person or organization shall constitute a waiver of any right of the Townships to reject defective Work.

The Contractor shall be fully responsible to the Townships for all acts and omissions of its Subcontractors and other persons and entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for its own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor or other person or entity any contractual relationship between the Townships and any such Subcontractor or other person or entity, nor shall it create any obligation on the part of the Townships to pay or to see to the payment of any monies due any such Subcontractor, or other person or entity.

All Work performed at the Townships for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the

Subcontractor to the terms, conditions, requirements and prohibitions of the Contract Documents for the benefit of the Townships. Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the Contractor's property insurance, the agreement between the Contractor and the Subcontractor will contain provisions whereby the Subcontractor waives all rights against the Townships, the Contractor and all other additional insureds for all losses and damages caused by arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or any other entity engaged to do the Work, the Contractor will obtain the same. With regard to any claim or dispute with respect to payment of a Subcontractor at any tier, the Contractor expressly agrees to defend, indemnify and hold the Townships harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, Subcontractors and material men. The Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction and shall keep the Townships advised as to all developments.

A list of all Subcontractors must be submitted at the time of bid opening with the bid proposal for Township's review and approval of Subcontractors.

Supervision – Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with the requirements of the Contract Documents.

The Field Route Supervisor will be the Contractor's representative at the service location and shall have authority to act on behalf of the Contractor.

RIGHTS AND DUTIES OF TOWNSHIPS

C.07 – Authority of the Townships

The Townships shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive and binding on all parties.

The Township Administrator or designee shall be the representatives of the Townships during the life of the Contract and will observe the Work in progress on behalf of the Townships. The Township Administrator shall have the authority:

- A. To act on behalf of the Townships to the extent expressly provided in the Contract or otherwise as approved, in writing, by the Township's Board of Trustees;
- B. To stop the Work whenever such stoppage may be necessary, in its sole discretion, to prevent improper execution of the Work, or otherwise to protect the Township's interests;
- C. To approve and direct the sequence of execution and general conduct of the Work and to direct that changes be made in such sequence when, in its sole discretion, public necessity or welfare, the interest of the Townships, or the progress of the Work will require: such approval or direction

will, however, in no way relieve or diminish the responsibility of the Contractor for or in the performance of the Work.

- D. To determine the amount, quality, acceptability and fitness of all Work, materials and equipment required by the Contract; and
- E. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.

It shall be the Contractor's obligation to immediately document in writing with the Township Administrator or designee's signature acknowledging agreement of any and all of the above. If the Contractor shall fail to immediately so document and so obtain the Township Administrator or designee's written agreement and signature, the purported exercise of the authority of the Township Administrator or designee cannot be used against the Townships, its employees, agents, or its Board members by any person or entity.

Any delay, failure or omission of the Townships to exercise any rights or powers shall not impair any such rights or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Townships alter or impair the rights of the Townships.

The Townships shall not supervise, direct or have control or authority over, nor be responsible for the Contractor's means, methods, techniques, sequences or procedures of performance of the Work or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Townships shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

C.08 – Access to Work

The Townships, and its officers, agents, servants and employees may, during any hours, Monday through Friday or other such times that the Work is being performed, enter upon the service location, including the Contractor's offices and/or disposal and recycling facilities for the purpose of inspection of the Work, and the Contractor shall at all times provide safe and proper facilities therefor.

This provision shall not be interpreted as limiting or restricting, to any degree, the Township's right to free and unrestricted access to its own property and facilities or any portion of the Work therein.

C.09 – RESERVED

C.10 – Right to Test or Inspect

The Townships reserves the right to conduct any test or inspection it may deem advisable to ensure supplies and services conform to the provisions of the Contract Documents including the Specifications.

PERFORMANCE OF CONTRACT

C.11 – Contract Time, Time Is Of the Essence and Liquidated Damages

A. CONTRACT TIME

The Contractor shall commence Work on this Project immediately upon receipt of the written Notice to Proceed. Upon receipt of such Notice, the Contractor shall begin performance of the Work and shall prosecute the Work diligently to completion within the number of calendar days specified in the written Notice to Proceed. Notwithstanding receipt of the written Notice to Proceed, no Work may be commenced before all documents, schedules, items and forms (including Certificates of Insurance as applicable) are fully executed and returned to the Townships. This shall not affect the obligation of the Contractor to complete the Work within the number of calendar days and by the completion date specified in the written Notice to Proceed following receipt of the written Notice to Proceed.

Length of Contract Period – Colerain Township and Springfield Township’s desires to enter into a Contract for a five (5) year period.

B. TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE IN COMPLETION OF THIS CONTRACT. The Contractor’s attention is directed to the fact that the successful and timely completion of the entire Work within the Contract Time, is a critical element of this Contract.

C. LIQUIDATED DAMAGES

The following sections will be considered SECTION C.11, ITEM C, as well as part of the Specifications. Please see ARTICLE SPECIFICATIONS, SECTIONS 143 – SERVICE DISRUPTIONS DUE TO WEATHER; 145 – SERVICE DISRUPTIONS NON-WEATHER RELATED; 148 – MISSED AND MAKE-UP COLLECTIONS WITHIN THE CONTRACTOR’S CONTROL and 960 – LIQUIDATED DAMAGES.

C.12 – Change Order Procedures

- A. Townships initiated Change Order proposal request: Proposed changes in the Work that will require adjustment to the Contract Price will be issued by the Township Administrator or designee with a detailed description of the proposed change.

An estimate of the cost necessary to execute the change will be provided by the Contractor within twenty (20) days of receipt of the proposal request.

1. Include a list of quantities to be purchased and unit costs along with the total amount.
2. Include a statement indicating the effect the proposed change in the Work will have on the Contract time.

- B. Contractor initiated Change Order proposal request: Where latest or other unforeseen conditions require modifications to the Contract, the Contractor may prepare changes by submitting a request for a change to the Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made, where requested provide survey data to substantial quantities.
 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- C. Upon the Township's approval of a Change Order request, the Township Administrator or designee will issue a Change Order for signatures of Townships and Contractor.

C.13 – Applications for Payment

The following sections will be considered Section C.13, as well as, Specifications, Section 720 – ADJUSTMENTS & PAYMENTS INDEXING, Section 721- PETITION FOR UNUSUAL OR UNANTICIPATED COSTS, Section 730 – CONTRACT DEPOSIT FUND.

C.14 - RESERVED

C.15 – Township-Furnished Materials and Equipment

The Contractor shall furnish all materials and equipment required to complete the Work, except those specified herein (if any) to be furnished by the Townships. Township-furnished materials and equipment shall be made available to the Contractor at the location specified herein.

All materials supplied by the Townships shall be the responsibility of the Contractor to pick up, deliver and unload at the work site. The Contractor shall be responsible for receiving, inspecting and unloading all materials and equipment delivered to the specified delivery location, and is responsible for determining whether such materials and equipment were delivered in good condition.

All costs of inspecting, handling, transportation from the specified location to the site of Work, storage, and integrating Township-furnished materials and equipment shall be borne by the Contractor.

After any Township-furnished material or equipment has been received by the Contractor, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Township-furnished materials and equipment. The Townships will deduct from any monies due or to become due to the Contractor any cost incurred by the Townships in making good such loss due to the Contractor's handling, storage, or use of Township-furnished materials and equipment. After any Township-furnished material or equipment has been received by the Contractor, it shall become part of the Work for purposes of this Contract.

C.16 – Inspection of the Work

All Work shall be subject to inspection by the Townships. The Townships shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

C.17 – C.19 RESERVED

C.20 – Acceptance of Final Payment Constitutes Release of Townships

Acceptance by the Contractor of final payment shall release the Townships and any representative of the Townships, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act, omission or neglect of the Townships and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under this Contract. Failure of the Townships or any of its agents or representatives during the progress of the Work to discover or reject Work not in accordance with the Contract Documents shall not be considered an acceptance or a waiver of defects therein, and payment to the Contractor by the Townships or residents shall not be considered an acceptance of the Work which are not strictly in accordance with the Contract Documents.

C.21 – Disputes and Claims

As an express condition precedent to the Contractor's right to file a claim pursuant to this Section, the Contractor shall provide to the Townships all materials utilized by the Contractor in preparation of its bid, including, but not limited to all worksheets, quotations, calculations, pricing data, estimates and correspondence relating thereto, and shall present in writing to the Townships evidence of any claim or dispute, including evidence regarding liability, causation and damages, sufficient to enable the Townships to develop an opinion with respect to such claim or dispute, and such evidence must be presented to the Townships within thirty (30) days of the earlier of (i) the Contractor's first knowledge of the beginning of the event giving rise to such claim or dispute, or (ii) when, by the exercise of reasonable diligence, the Contractor should have recognized the events giving rise to such claim or dispute.

Should any dispute or controversy whatsoever arise between the Townships and the Contractor, whether sounding in breach of Contract, tort, including negligence or strict liability, or otherwise, then the Contractor shall follow all of the provisions of the Contract Documents with respect to conditions precedent to the making of claims and shall give twenty (20) days written notice to the Townships of the Contractor's intent to resort to legal action; in which case the Townships, by mailing a notice within said twenty (20) day period, may elect to require the Contractor or parties to a contract with the Contractor to proceed pursuant to the American Arbitration Association's current Commercial Industry Rules, in which case the judgment and award rendered by the arbitrators may be entered in any court having jurisdiction thereof and to the extent so determined by the arbitrators, the fees, costs and expenses of the arbitration shall be borne by the party against whom the arbitration is determined; and should the Townships not elect to proceed through the American Arbitration Association rules, the Contractor and parties who contract with the Contractor shall then be limited to an action at law initiated in Butler County, Ohio.

The Townships may at any time demand that the Contractor be limited to the type of action to which the Townships is limited, whether legal or by arbitration, if the Townships avers that another party is liable to it for claims by the Contractor. The Townships may initiate an action against the Contractor in arbitration, law, or equity, at its option, and the Contractor agrees that the various courts located in Butler County, Ohio, shall have jurisdiction of both the person and matter and the Townships in writing. If the Contractor's proceeding with the Work, or any portion thereof, under protest, the Contractor must notify the Administrator, in writing, prior to commencing of such Work.

C.22 Bonds

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor _____

Address

a _____, hereinafter called Principal,

and

(Corporation, Partnership, or Individual)

Name of Surety _____

Address

hereinafter called the Surety, are held and firmly bound unto Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, hereinafter called the Owner, in the penal sum of:

dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered a certain contract with the Owner, dated the _____ day of _____,

20____, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall

reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed original, this the _____ day of _____, 20_____.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Surety: _____

Witness: _____

By _____

Title _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

REQUIREMENTS OF CONTRACT

C.23 – Compliance with Laws and Regulations

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Townships shall not be responsible for monitoring the Contractor's compliance with any laws or regulations.

If the Contractor performs any Work that is contrary to applicable laws and regulations, the Contractor shall bear all claims, costs, losses, and damages caused by, arising out of or resulting therefrom.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Township Administrator or designee.

The Contractor shall at all times itself observe and comply with and cause all its agents and employees to observe and comply with all such existing and future laws and regulations and shall protect and indemnify the Townships, their Board members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

C.24 – Working Hours

The Contractor shall make collections in accordance with Section 120 TIMES OF COLLECTION

C.25 RESERVED

C.26 – Buy American

It is the desire of the Townships that items supplied under the Contract shall be manufactured and assembled in the United States of America and utilize American materials to the maximum practical extent, consistent with the needs of this Contract and the availability of products and components of American manufacture. In this respect, all items supplied under this Contract shall comply with applicable State and Federal laws relating to utilizing products, materials and supplies of local or domestic origin.

C.27 – Workmen's Compensation

The Contractor agrees, in any contract involving construction or doing any work involving construction or doing any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactment, supplements or amendments thereto and shall insure its liability thereunder or file with the Townships a certificate of exemption of insurance from the Department of Labor and Industry of the State of Ohio.

C.28 Nondiscrimination/Sexual Harassment Clause

Each Contract entered into by a Governmental Agency shall contain the following provisions by which the Contractor agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Discriminate against any citizen of this State who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap.
- C. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. Contractors shall not discriminate by gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, against any Subcontractor or Contractor who is qualified to perform the work to which the Contract relates.
- E. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Townships and the Ohio Department of Administrative Services, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Ohio Department of Administrative Services.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Discussion regarding Energy Aggregation Program

Staff seeks direction on this issue.

Rationale:

Staff is seeking direction regarding the Energy Aggregation Program regarding the search for an energy broker. If the Trustees decide to change brokers, that decision will need to be made at the March 10, 2026 meeting, as electric aggregation rates need to be locked in for the June contract renewal in March/April of 2026.

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal:

Resolution Approving ODOT Project PID1208613 - Springdale Road Sidewalks
Recommend ADOPTION of the Resolution.

Rationale:

The Township received a grant from ODOT for the construction of sidewalks on Springdale Road from Poole Road to Yellowwood Drive. This piece of legislation is required by ODOT before submitting the plan package. The state is anticipating the plan package to be submitted by 8/31/2026 and will likely go out to bid in late 2026 or early 2027.

Agreement Number: 40983

PID Number: 120861

County-Route-Section: HAM CR 96 3.92-Sidewalk

SAM Unique Entity ID: [Click or tap here to enter text.](#)

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **Construction of sidewalk on both sides of Springdale Road from Poole Road to the elementary and middle schools just west of Yellowwood Drive** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT’s Manual for Administration of Contracts for Professional Services
- ODOT’s Specifications for Consulting Services – 2016 Edition
- ODOT’s Consultant Prequalification Requirements and Procedures
- ODOT’s Construction and Material Specifications Manual
- ODOT’s Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be **\$1,041,572.20**.

ODOT shall provide to the LPA **50 percent** of the eligible costs, utilizing Spending Authority Code (SAC) **4TC7 MPO AREA LOCAL GOVT PROJECTS - ENH (Assistance Listing Number: 20.205 Highway Planning and Construction,**) up to a maximum of **\$402,043.00** in Federal funds in the Construction Contract/Construction Inspection and Right-of-Way phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 15.1 of this Agreement.

3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.4 The LPA is administering the Federally funded Construction Contract/Construction Inspection and Right-Of-Way phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

3.5 The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.

- 3.6 Payment or reimbursement to the LPA shall be submitted to:

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation		X	Refer to Section 7.6 for additional details. [Change the responsibility for Utility Relocation to the LPA and revise Section 7.6 accordingly if the LPA will be responsible]
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.

Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1600.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.

- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
 - G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
 - H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
 - I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 16.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.
- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).
7. R/W/UTILITIES/RAILROAD COORDINATION
- 7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.
- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
8. ADVERTISING, SALE, AND AWARD
- 8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
9. CONSTRUCTION CONTRACT ADMINISTRATION
- 9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues
- 9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.
- 9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
10. CERTIFICATION AND RECAPTURE OF FUNDS
- 10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification

of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

- 10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

- 11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of

proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.
- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.
- 14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Ms. Tiphonie Mays	Doug Gruver, P.E., D8 DD
Colerain Township	ODOT D8
4200 Springdale Road	505 S SR741
Colerain Township, OH 45251	Lebanon, OH 45036

16. GENERAL PROVISIONS

- 16.1 *Financial Reporting and Audit Requirements:* If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$1,000,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 16.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

¹ Per 2 CFR §200.502

- 16.3 **Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 16.4 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 16.5 **Trade:** Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 16.6 **Lobbying:** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 16.7 **Debarment:** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 16.9 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 16.10 *Merger and Modification:* This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

Agreement Number: 40983

PID Number: 120861

County-Route-Section: HAM CR 96 3.92-Sidewalk

SAM Unique Entity ID: [Click or tap here to enter text.](#)

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of February 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 26

PRELIMINARY RESOLUTION FOR LPA-ODOT-LET PROJECT AGREEMENT
PID 120861: SPRINGDALE ROAD SIDEWALK CONSTRUCTION (HAM CR 96 3.92)

The following Final Resolution enacted by the Board of Township Trustees, Colerain Township, Hamilton County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, Colerain Township has determined the need for:

Construction of sidewalk on Springdale Road from Poole Road to Yellowwood Drive; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation; and

WHEREAS, In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - 00/100 Dollars, (\$0.00)**, therefore, the Township will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

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

1. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

2. The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.
3. The LPA agrees to participate in the cost of the project up to the federal required maximum contribution.
4. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.
5. The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.
6. The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.
7. The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
8. The LPA hereby authorizes the Township Administrator of Colerain Township to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.
9. Upon request of ODOT, the Township Administrator is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the LPA to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
10. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
11. The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
12. Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law,

including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

13. 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
14. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
15. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this _____ day of February 2026.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this
____ day of February, 2026.

Jeff Baker,
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS – Benjamin Kaake - \$24.38 per hour
Recommend approval of all consent items.

Rationale:

The position of Firefighter/Paramedic was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual:

- Benjamin Kaake

The wage for this job is \$24.38 per hour. Contingent upon Board approval, Benjamin Kaake would be eligible to begin work on February 17, 2026.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

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

New Hire - Police Officer - Police Department - Anthony J. Pope - \$38.10 per hour.

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Anthony J. Pope.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

New Hire - Police Officer - Police Department - Jacob D. Hornback - \$42.46 per hour.

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Jacob D. Hornback.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Reclassification - Police Officer - Police Department - Andrew P. Nogueira - \$45.72 per hour.

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Andrew P. Nogueira

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township
Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services

Contract - Plattenburg - Geothermal Tax Credit - \$1,150 - NO EXP
Recommend approval of all consent items.

Rationale:
The two new fire stations have geothermal power. To offset a portion of the cost of those installations, the Township must file a tax return with the IRS. Plattenburg will prepare the return on behalf of the Township.

PLATTENBURG

Certified Public Accountants

January 30, 2026

Jeff Weckbach
Township Administrator
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render tax consulting services to Colerain Township. Plattenburg will provide services to assist the Township with 990T/Geothermal work.

Plattenburg will work under the direction of Township Administrator with a fee of \$1,150 to complete the 990T.

Progress billings will be made monthly and will be payable upon presentation

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter.

Sincerely,

Plattenburg & Associates, Inc.

Plattenburg & Associates, Inc.

Signature

Printed Name

Title

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - From Cinfed Credit Union - \$500.00 (Check)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$500.00 donation from Cinfed Credit Union.