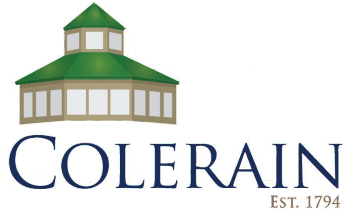


Regular Meeting of the Board of Trustees - March 10

March 10, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes from February 11, 2020 and March 6, 2020**
- 5. Presentations**
 - a. Proclamation Honoring Senior Planner Martin Kohler For His Service To The Region And Colerain Township.
 - b. Megaland Update
 - c. Presentation: Clear Caption - A Resource for Our Community's Hearing Impaired Community
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. New Business**
 - Public Safety**
 - a. Motion to Issue Noise Resolution Permit to Trio Lounge (Police)
 - b. Motion to Issue Noise Resolution Permit to St. John the Baptist School (Police)
 - c. Motion to Permit Administrator to Enter Into Agreement with Tow Company Vendors (Police)
 - d. Motion to Authorize Acceptance of Monetary Donation from Bernice Niehaus (Fire)
 - e. Motion to Authorize Acceptance of Monetary Donation from Mr. & Mrs. David Ropp (Fire)
 - f. Motion to Authorize Acceptance of Monetary Donation from Mr. George Clark (Fire)
 - Public Services**
 - a. Motion to Approve the 2020-1 Road Paving Contract
 - b. Motion to Purchase Capital Equipment



- c. Motion to Accept Donation from Frede & Juergen Slupek and on behalf of Officer Dale J. Woods (EOW 1/7/19) for the Megaland replacement project

Planning & Zoning

- a. Resolution Imposing a Moratorium on Businesses Associated with Vaping
- b. Motion to set Public Hearing on April 14, 2020 - Zoning Text Amendment (ZA2020-01)
- c. Motion to set Public Hearing on April 14, 2020 - Zoning Text Amendment (ZA2020-02)
- d. Motion to set Public Hearing on April 14, 2020 - Zoning Map Amendment (ZA2020-03)
- e. Motion to set Public Hearing on April 14, 2020 - Sidewalk Maintenance Project - Phase I
- f. Motion To Authorize An RFP And Process For Colerain Township Sidewalk Maintenance Program - Phase I

Administration

- a. Motion to Issue Request for Proposals for Communication & Media Consulting Services
- b. Resolution Adopting 2020 Permanent Appropriations

10. Old Business

11. Consent Items

- a. Energy Alliances - Letter of Authorization
- b. Contract with Duke Energy for Capstan Lighting District
- c. Project Change Order - OpenGov
- d. Motion to Authorize the Hiring of a Part-Time Department of Fire & EMS Employees
- e. Motion to Authorize the Hiring of a Seasonal Maintenance Worker

12. Fiscal Office Report

- a. Motion to Authorize the Advance of Funds

13. Adjournment

14. Executive Session – if needed

PRESENTATIONS

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Proclamation Honoring Senior Planner Martin Kohler For His Service To The Region And Colerain Township.

To approve a proclamation honoring Martin Kohler for his service to the Region and Colerain Township.

Rationale:

Martin Kohler will be retiring from service at the end of March. This proclamation is being presented to recognize and acknowledge him for his accomplishments and achievements during his time at Colerain Township as well as throughout his career in the Cincinnati Region.

**PROCLAMATION RECOGNIZING
COMMUNITY PLANNER, MARTIN KOHLER**

Hamilton

.....County, Ohio
Colerain

Be It Proclaimed by the Township Trustees ofTownship, that

WHEREAS, Martin Kohler has provided dedicated and outstanding service to the Greater Cincinnati Region for more than 35 years; and

WHEREAS, Martin Kohler, served as the Senior Planner with Colerain Township for over 4 years; and

WHEREAS, Martin Kohler has provided continuous Planning and Zoning services to Colerain Township, Park Forest, Illinois as well as the cities of Middletown, Ohio and Lebanon, Ohio where he served as the Director of Planning and Zoning; and

WHEREAS, Martin Kohler has assisted Colerain Township with major planning and zoning efforts in furtherance of creating positive community outcomes through community planning and development; and

WHEREAS, Martin Kohler will retire on March 31, 2020. We wish Mr. Kohler all the best and thank him for his tireless dedication to betterment of the community and region as a whole.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize
Community Planner, Martin Kohler for his years of outstanding dedication and
service to the residents of Colerain Township.

Adopted the 10thday of March 2020

Attest
Fiscal Officer

.....
.....
.....

Township Trustees

PRESENTATIONS

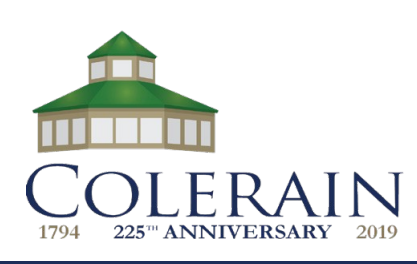
Department: Administration

Department Head: Jackie O'Connell, Director - Public Services

Megaland Update

Rationale:

Update on the status of the Megaland Playground Replacement Project.



Colerain Township

Megaland Playscape Master Plan



Preliminary Master Plan

Human Nature, Inc.

Kickoff Meeting

July 9, 2019

+

Children's Charrette

July 11, 2019



What We Learned:

- Potential Themes
- Desired Elements

Kickoff Meeting


Colerain Township Megaland Playground

HUMAN
NATURE

To help us design the Megaland Playground we need your help to learn more about the Township sense of place and your vision and expectations for the playground.

What makes Colerain Township unique and special (for example: history people, events, places and/or unique natural features)?

What about the original Megaland playground worked or didn't work, in your opinion?

One of the goals for the new play environment is for it to be a regional destination. What does that mean to you and for the community?

Giving a play environment a unique theme can help make it a special place. Are there any themes that you think would be fun and inspiring for children and other visitors?

(over)

Thank you for your input!

Children's Charrette



Megaland Playscape Master Plan

Desired Elements



The following elements are suggestions made by children attending the Children’s Charrette on July 11, 2019:

Play

- | | |
|--|---|
| <ul style="list-style-type: none"> ADA Accessible Play Equipment Balance beam Boulders Bowling Alley Bridges Building Foam Caves Chalk Board Climbing Tower Craft Area Exercise Equipment/Fitness Loop Fire Pole Games: Tic tac toe, Checkers, 4-square Glider Hammock Ladders Logs to Climb On Maze Monkey Bars Musical Instruments Nature Play Ninja Warrior/Obstacle Course Overlooks Parkour Course Pirate ship | <ul style="list-style-type: none"> Play house Pool Relaxation/Break Out Space Ring a Bell at End of Course Rock Wall Sand Pit Sit Spinner Skate Elements Slides: Tubes, Various Sizes/Age Ranges, Etc. Soccer Goals Sound Tubes Stream/Water Play Swings: Tire, Common, Group, ADA, Etc. Teeter Totter Themes: Animals, Carnival, Castle, Princess, Superheroes, Seaworld, Miniature City Towers Trampoline Treehouse Turf/Synthetic Turf Water Mistfers (trees sculpture, Etc.) Water Park Zipline |
|--|---|

Site Amenities + Furniture

- Donor Signage
- Fire Pit
- Furnishings: Seating, Drinking Fountain, Picnic Tables, Statues
- Shade Structures
- Speakers for Music, Etc.

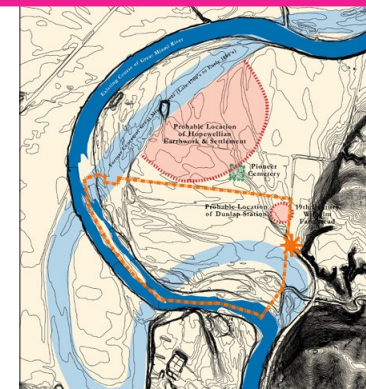
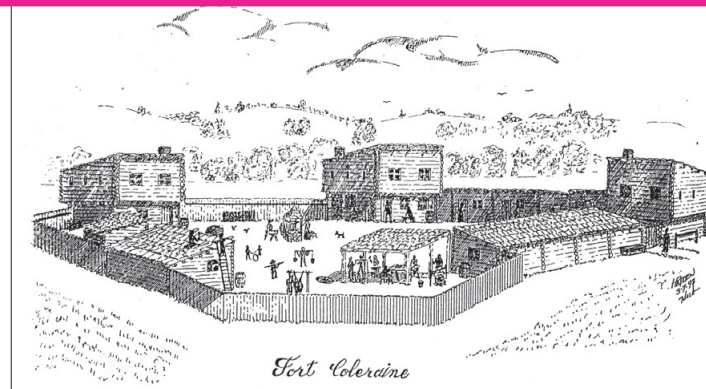
Planting

- Flowers
- Shade Trees

Themes

History

- Dunlap's Station (Fort Coleraine)
- Trails & Outposts (Fort Washington to Dunlap Station)
- Cultural & Natural History



Heroes

- Everyday/Local Heroes
- Superheroes (TV, Movies, & Books)
- Veterans



Art

- Big, Bold, & Unexpected
- Sculptural & Iconic
- Public Art as Play



Adventure

- Zipline(s), Climbing, Obstacles, Etc.
- Ninja Warrior Course
- Exploration
- Water Play

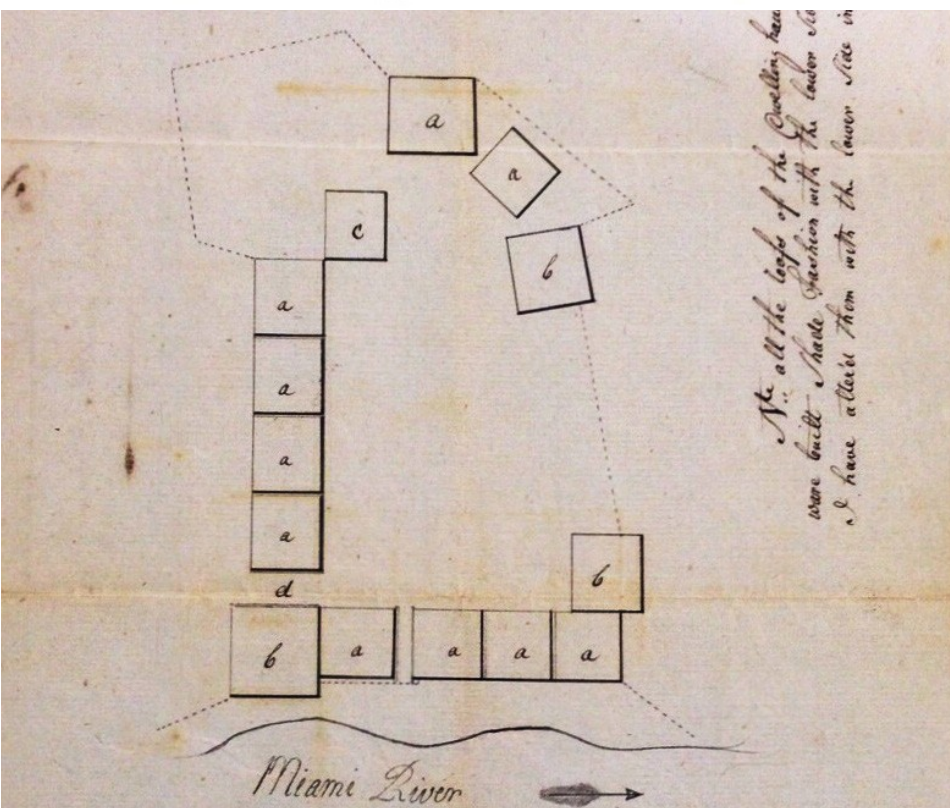
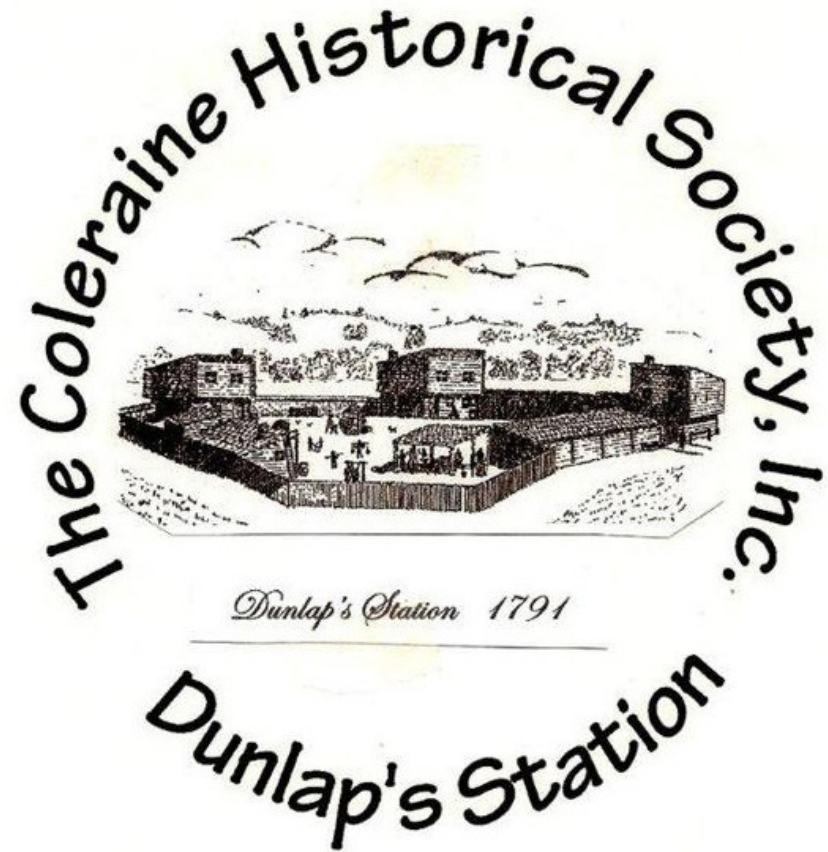


Megaland Playscape Master Plan

Previous Conceptual Alternatives

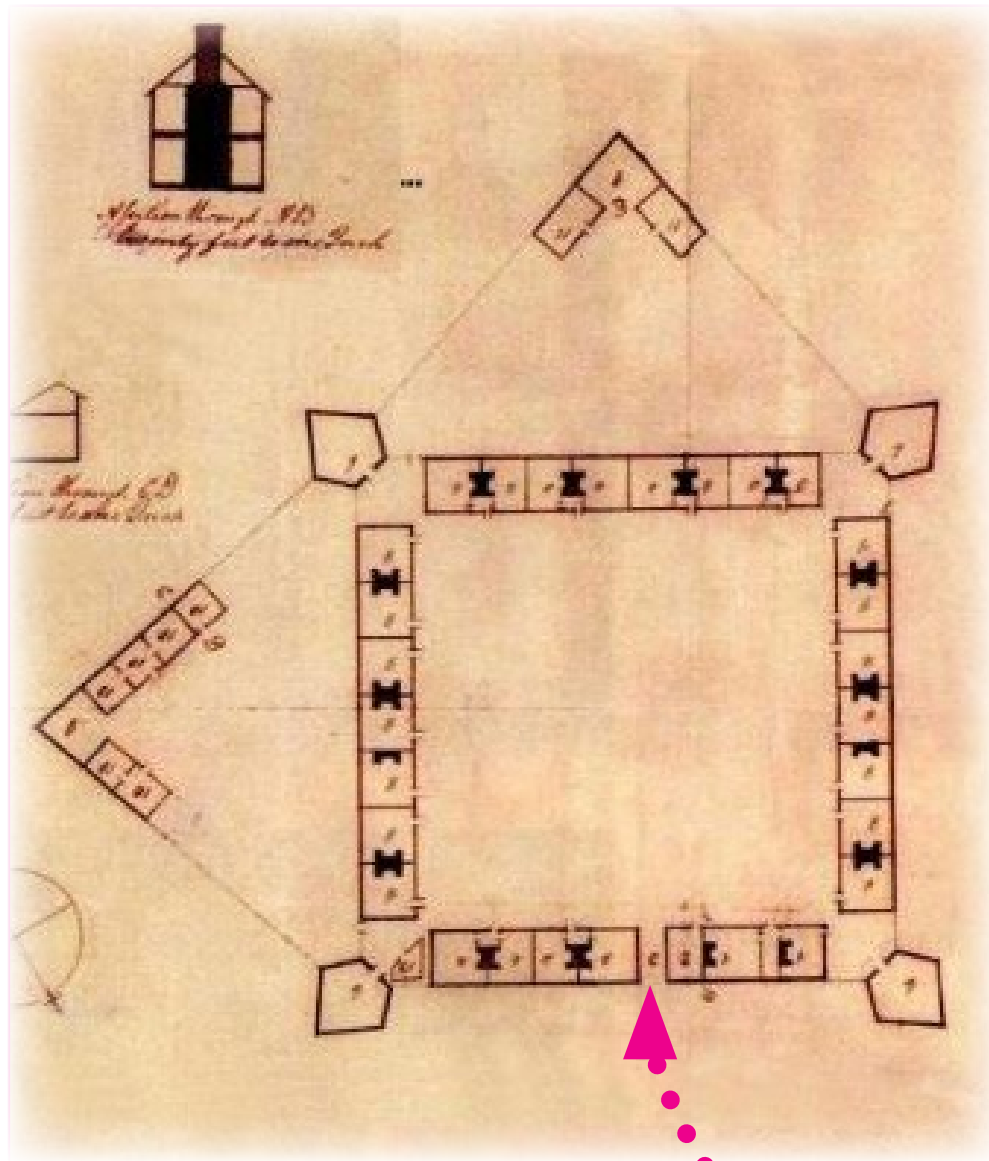


New Concept Inspiration



New Concept Theme and Framework

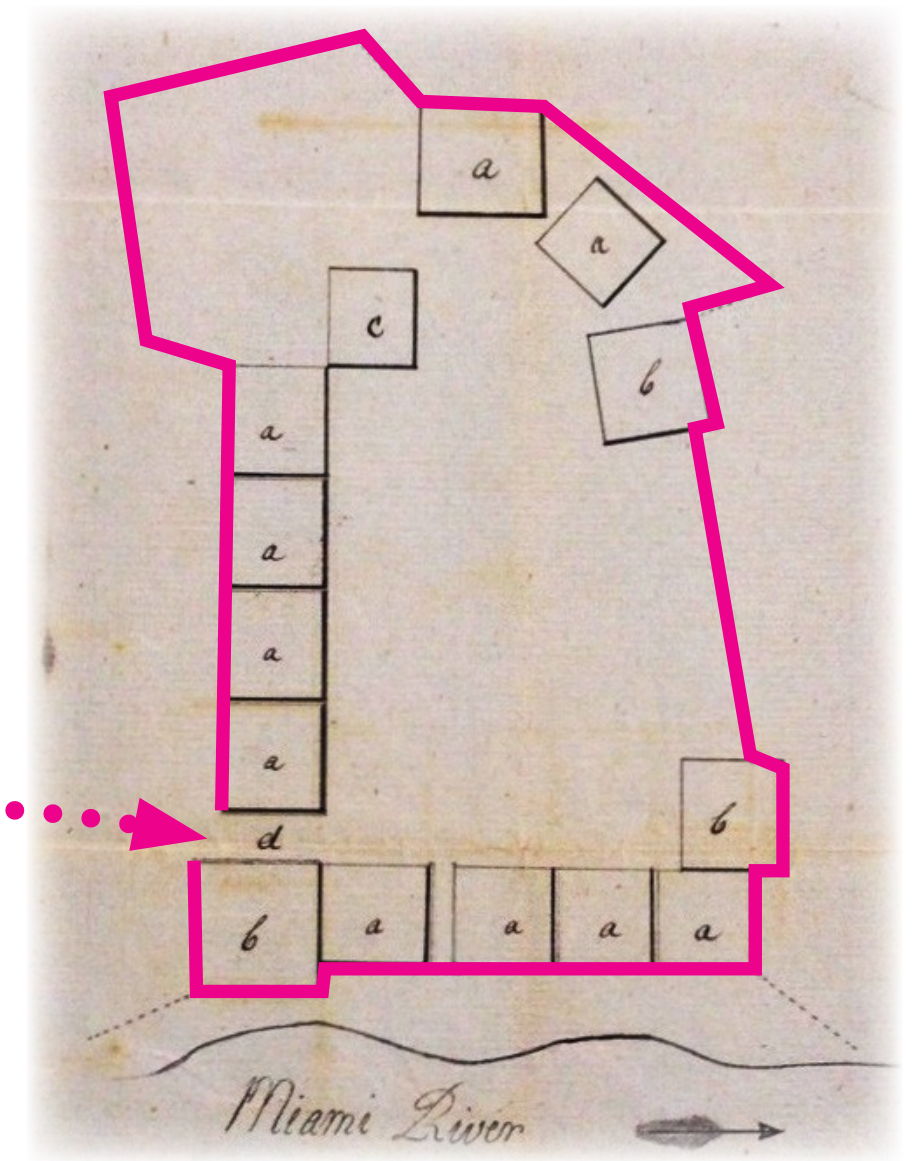
Fort Washington (Cincinnati)



Journey through the "Wilderness"



Fort Coleraine/Dunlap's Station



Preliminary Concept: Fort Coleraine/Dunlap's Station

Legend

- ① Enhanced Entrance at Parking Lot
- Fort Colerain (Ages 5 - 12)**
- ② Fort Facade and Entry Tower
- ③ Zipline (2)
- ④ Disc Swing
- ⑤ Tower with Internal Play Elements
- ⑥ Elevated Walkway with Play Below
- ⑦ Climbing Wall
- ⑧ ADA Access Ramp
- ⑨ Log "Bridge"
- ⑩ Quiet Gathering Space
- ⑪ The "Wilderness" Discovery Garden with Musical Instruments
- ⑫ Path Connection to Existing Swings
- Fort Washington (Ages 2 - 5)**
- ⑬ Play Mound
- ⑭ Tot Swing
- ⑮ Composite Play Feature



Character and Play Experiences*

* Circled numbers correspond to the features and play opportunities shown on the Preliminary Concept Plan

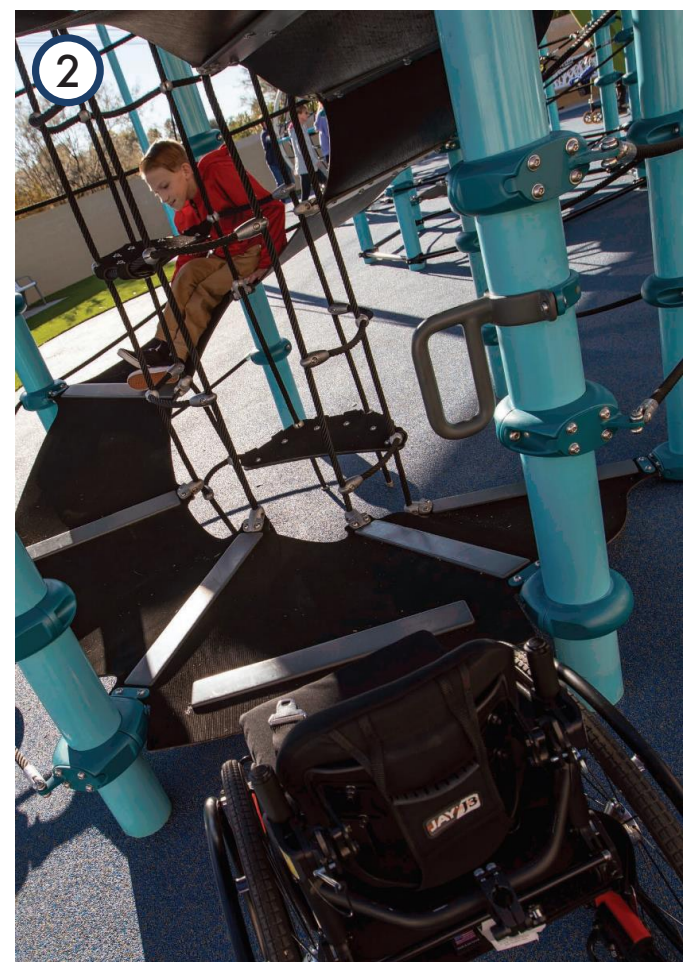


Rustic Play Character and Features

Megaland Playscape Master Plan

Character and Play Experiences*

* Circled numbers correspond to the features and play opportunities shown on the Preliminary Concept Plan



Character and Play Experiences*

* Circled numbers correspond to the features and play opportunities shown on the Preliminary Concept Plan



Character and Play Experiences*

* Circled numbers correspond to the features and play opportunities shown on the Preliminary Concept Plan



Nature Play Features



Nature Play Features

THE4KIDS.COM



PRESENTATIONS

Department: Board of Trustees

Department Head: Trustee Dan Unger

Presentation: Clear Caption - A Resource for Our Community's Hearing Impaired Community

Rationale:

Ms. Angela Mumphrey will give a presentation on Clear Caption.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Issue Noise Resolution Permit to Trio Lounge (Police)

Recommend adoption of a motion to issue a Noise Resolution Permit to Trio Lounge, 5744 Springdale Road for Saturday, March 14th from 3pm-midnight.

Rationale:

This is the first request for a permit in 2020 for this business. They cause no issues for the Police Department and work to correct any noise issues we bring to their attention.



Colerain Police Department • 4200 Springdale Road • Colerain Township, Ohio 45251
Mark C. Denney, Chief of Police
www.colerain.org
Phone (513) 321-COPS (2677) • Fax (513) 245-6603
Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Heather E. Harlow
Administrator: Geoff Milz

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: Club TRIO Lounge (Scott Doran)
Address where event will be held: 5744 Springdale R
Type of event: St. Patti's DAY BASH
Date and Time of Event: SAT. March 14th 3-Midnight
Contact number for permit holder: 513 602 6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 02/11/2020 @ 1200hrs

By: MARK Denney

Number of issued permits in calendar year: Residential _____ Business 0

To be placed on Trustee agenda for meeting: 3/16/201 (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Issue Noise Resolution Permit to St. John the Baptist School (Police)

Recommend adoption of a motion to issue a noise resolution permit to St. John the Baptist School for March 21, 2020 from 7pm to 11pm.

Rationale:

This is the first request for a permit in 2020 for this business.



Colerain Police Department • 4200 Springdale Road • Colerain Township, Ohio 45251
Mark C. Denney, Chief of Police
www.colerain.org
Phone (513) 321-COPS (2677) • Fax (513) 245-6603
Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Heather E. Harlow
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: St. John the Baptist School

Address where event will be held: 5361 Dry Ridge Rd Parish Center

Type of event: Fundraiser for School

Date and Time of Event: March 21, 7-11pm Blanket from May 1-October 1, 2026

Contact number for permit holder: 385-7970

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 2-25-20 / 1400

By: M. Denney

Number of issued permits in calendar year: Residential _____ Business 0

To be placed on Trustee agenda for meeting: 3/10/20/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Heather Harlow, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Permit Administrator to Enter Into Agreement with Tow Company Vendors (Police)

Recommend adoption of a motion to allow Township Administrator Geoff Milz to enter into a one-year agreement with the following tow companies to provide impound services to the Police Department: Engel's Towing, Bratfish Auto Body, Blust Towing, Bevis Towing LLC and Lambert Towing. The term of the agreement is from April 1, 2020 to March 31, 2021.

Rationale:

This agreement establishes the Colerain Police Department Rotation Wrecker List that is maintained by the Hamilton County Communications Center. This is a renewal of a previous 5-year agreement with the addition of Bevis Towing to the list of vendors. Each has received an extensive list of rules and requirements and has met all standards. The agreement states that any company failing to maintain acceptable standards will be removed from the list.

Agreement Addendum

The following provisions are agreed upon for the term commencing April 1, 2020 through March 31, 2021.

*The established rates for towing are:

Tow: \$150.00
Recovery: \$80.00 per hour/\$20.00 per 15 minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15 minute interval
Dollies: \$60.00
Mileage: \$3.00 per mile (outside normal operating area)
Outside Storage: \$25.00
Inside Storage: \$40.00
Extended Stay (after 5 days): \$75.00
Environmental Fee: \$10.00
Weather Protection: \$5.00

Colerain Police Administrative Fee: \$30.00
Colerain Police Credit Card Fee: 3%

During the life of this agreement, Colerain Township agrees to not add any additional wrecker companies to the rotation. The Township reserves the right to select any replacement company should the number of tow companies on the list drop below the current number.

Any "standard release" vehicle involved in a collision will be towed to the tow company's lot. The tow company shall pay the Township ½ of any storage costs incurred from that impound on claimed vehicles.

Claimed shall mean that the owner, or person authorized by the owner, removes the vehicle from the tow company lot. This would require all fees and charges being paid to the Township by the owner.

The tow company will also pay the Township ½ of any income generated from selling unclaimed standard release vehicles for scrap, after removing any tow and storage fees. This does not apply to vehicles involved in crashes that have no "holder" from the Colerain Police Department. On those vehicles, the tow companies will not pay any fees or costs to the Township.

A "holder" is defined as an impound slip prepared by a Colerain Police Officer as a result of a police related incident. There will be no holder prepared on crashes involving vehicles not subject to police action.

For purposes of this agreement, "standard release" means any vehicle legally subject to police impound (first offense OVI, non-FRA suspension, driver with a warrant.ect) where there is no immobilization or forfeiture associated. This does not include any vehicle being held for evidentiary purposes. These vehicles will have a police holder prepared prior to impound.

Collision shall mean any crash where the responding officer prepares an OH-1 Ohio Uniform Crash Report.

During the life of this agreement, the Township agrees that all "overflow" vehicles will be stored at the towing company's lot. **The tow company shall pay the Township ½ of all storage fees on claimed vehicles. The tow company will pay the Township ½ of any income generated from selling unclaimed overflow vehicles for scrap, after removing any tow and storage fees.**

For purposes of this agreement, "overflow" shall mean that there are no accessible spots in the Colerain Police Impound lot for vehicle storage, and there are no immobilization, seizure or evidentiary responsibilities attached to the vehicle.

Accessible shall mean that while there may be "available spots" in the Colerain Police Impound Lot, those spaces require a vehicle that is "movable". Towed vehicles that cannot occupy available spots due to damage or lack of keys shall be stored at the tow company lot. This applies to overflow vehicles only.

On any unclaimed vehicle, the tow company has the right to restore those vehicles. The tow company will be required to pay the Township ½ of the scrap value as determined by curb weight multiplied by the current cost price of "scrap".

The tow company agrees to tow/recover (inside Colerain Township) and transport any Colerain Police cruiser at no charge to the Township. Transportation shall be within the Township borders only.

The Township shall be presented with an invoice each month from each tow company. **On any invoice meeting or exceeding \$750.00 for that month, the tow company will reduce the total due by 20%.**

As a participating member agency of the Colerain Police Department "Rotation" wrecker service, I agree to the above rules, regulations and terms. I understand that if I or my designee fails to adhere to the established rules, my company is subject to removal from the rotation service.

Geoff Milz, Town Ship Administrator

Date_____

Tow Company Representative

Date_____

COLERAIN POLICE DEPARTMENT
WRECKER / TOWING RULES AND REGULATIONS



NOTICE

EVERY PERSON, FIRM, OR CORPORATION REGISTERED WITH THE COLERAIN POLICE DEPARTMENT, AS PART OF THE DEPARTMENT'S ROTATION WRECKER SYSTEM, WILL BE GOVERNED BY THE FOLLOWING RULES AND REGULATIONS AND BY ANY AMENDMENTS THAT MAY BE ISSUED TO MODIFY THE RULES, REGULATIONS AND/OR RATES ESTABLISHED WITHIN THIS POLICY IN ADDITION TO ALL RELATED FEDERAL, STATE OR LOCAL LAWS THAT ARE APPLICABLE TO THE OPERATION OF THE WRECKER OR ITS EQUIPMENT. THE RULES, REGULATIONS AND RATES WILL APPLY TO ALL VEHICLES REMOVED BY ORDER OF COLERAIN POLICE PERSONNEL. THE TERM WRECKER OPERATORS, WRECKER SERVICE COMPANIES, WRECKER SERVICE, TOWING OPERATOR, TOWING SERVICE OWNER, FIRM, CORPORATION, REGISTERED WRECKER OWNER FOR THE PURPOSE OF THIS DOCUMENT SHALL BE INTERPRETED AS BEING ONE IN THE SAME.

1. Requirements of Towing Service Operators/Owners.

- A. All wrecker operators making application for Colerain Police Department's (CPD) Rotation Wrecker System will be furnished with a copy of the CPD's Wrecker and Towing Rules and Regulations at the time of application. Within fifteen days from the date the application is approved and notification is made that an opening is possibly becoming available on the CPD's Rotation Wrecker System; the Towing Service Owner shall sufficiently prepare their equipment and operation(s) as to be prepared for investigation/inspection as it relates to their conformance with the minimum requirements set forth herein.
- B. Every person, firm or corporation registered as a wrecker or towing operator under the CPD's Rotation Wrecker System, will submit to the CPD's Traffic Unit Supervisor the name and home address of the registered wrecker owner(s) and the business name, location and telephone numbers where the wrecker(s) will be maintained. Also a description of the type of equipment and type of service the wrecker is equipped to render, and the size and character of the storage facilities to be provided by said towing service for the storage of vehicle(s) which come into his possession by virtue of his towing operation under the provisions of this policy.
- C. Each wrecker service on the rotation list shall be operated by a separate owner. Owner(s) may possess more than one wrecker service, but only one service per owner will be permitted on the rotation list.
- D. The registered wrecker owner(s) will submit to the CPD's Traffic Unit Supervisor, the name, address, date of birth, and criminal and traffic record check information of all persons employed in the towing and storage operation, and any additional information as required by the CPD's Patrol in their investigation of the applicant and his proposed operation, or in any subsequent investigation required.
 - 1) No person(s) who has a juvenile or adult felony conviction in any State may participate in rotation wrecker services unless specifically exempted, in writing, from the Support Operations Commander.
 - 2) Rotation wrecker service companies shall not utilize a driver to tow a vehicle under the color of the CPD's Rotation System who has been convicted of a felony offense. Review of this regulation may be requested and will be considered on a case by case basis and hardship approval through review by the Support Operations Commander may be granted. All wrecker drivers must be fingerprinted and background checked by CPD.
 - a) This restriction does not apply to owner requested wrecker calls.
 - 3) All operators of rotation wreckers shall have a valid operator's license or commercial driver's license for that particular towing equipment being utilized. All wreckers will be properly registered and display valid license plates as required by Ohio law.

- E. All registered wreckers must provide service 24 hours a day, seven days a week, and will maintain on file at the Hamilton County Communications Center one telephone number for dispatch availability during normal business hours and not more than one telephone number for non-business hours. At no time will more than two numbers be called to dispatch a CPD's rotation wrecker. The above required telephone numbers may be changed through notification to the CPD's Traffic Unit Supervisor. It is recommended that one telephone number be available for all hours, if possible, as this minimizes the time required to dispatch a wrecker.
- F. Annually, every registered wrecker owner, and/or insurance carrier for that owner, shall provide the CPD's Traffic Unit Supervisor with a current certificate of insurance stating the amounts of coverage on the equipment, premises and any other form of liability which could arise in this type of operation.
 - 1) The CPD's Traffic Unit Supervisor will be advised by the registered wrecker owner, and/or insurance carrier of any change or termination of said coverage. Notice is to be made ten (10) days prior to the effective date of the change or termination.
- G. Notice, in writing, to the CPD's Traffic Unit Supervisor, must be made of any material change(s) made by the towing service that is governed by this policy.
 - 1) This provision applies to the acquisition, transfer or disposal of wreckers used for rotation wrecker service. CPD's inspection stickers are to be removed from any wrecker no longer used in the CPD's Rotation Wrecker System.
- H. All information solicited in Section 1, will be investigated, cataloged and filed in the office of the CPD's Traffic Unit, in an attempt to provide the best possible service in the use of wrecker and towing equipment.

2. Storage Facility Requirements.

- A. The wrecker service storage facility shall be of such size to allow for secure storage of all vehicles towed at the request of the CPD's personnel. The storage area shall be enclosed by solid fence or chain link at least 6 feet in height and be paved with a solid paving material or a layer of crushed rock, and lighted in such a manner to maximize safety and security of stored vehicle(s).
- B. The wrecker service storage facility shall be located within Colerain Township. All vehicles towed via the rotation list will be stored within Colerain Township, Ohio. Wrecker storage facilities must be owned by the wrecker service.

3. Wrecker and equipment minimum requirements.

A. Every wrecker and wrecker operator must meet the following minimum requirements and shall meet or exceed all other legal requirements not listed within this policy. Each wrecker and its equipment will be of sufficient capacity to safely handle all vehicles towed. The manufacturer's rated capacity of vehicle and equipment shall not be exceeded while towing vehicles.

1) Minimum requirements for wreckers are:

a) Regular Duty Wrecker:

1. Minimum manufacturer rated capacity . . . 10,000 lbs. GVW*
2. Minimum capacity of winch line . . . 8,000 lbs**

b) Extra Heavy Duty Wrecker:

1. Minimum manufacturer rated capacity . . . 30,000 lbs. GVW*
2. Minimum capacity of winch line** and boom (power), 30,000 lbs. crane.
3. Minimum cable size – 5/8 or larger.
4. Air supply equipped in order to tow vehicles with air brakes.

NOTE: * GVW - Gross Vehicle Weight

**Winch, single line capacity, steel cable

- B. Wreckers shall not be loaded beyond the capacity of the manufacturer of the vehicle and equipment. Use of a wrecker or its equipment beyond its safe, legal or manufacturer's capacity, will be considered grounds for revocation of rotation towing privileges.
- C. Lifting and towing devices shall be designed and used to permit vehicles to be handled without inflicting additional damage. Skill in the use of equipment must be developed and maintained.
- D. Opening of locked vehicles shall be accomplished with all precaution taken to insure minimal or no damage to vehicles.
- E. Each wrecker shall be equipped with class "A" turn signals, meeting all legal requirements, and mounted so as to be visible from behind the vehicle being towed.
- F. Each wrecker shall be equipped with an amber warning light or warning lights, permissible under State statute, which when lighted, are visible at a distance of 500 feet from all sides of the vehicle. (No red lights are permitted to be facing forward.)

- G. Each wrecker shall be equipped with brakes of sufficient capacity, and maintained in excellent condition, capable of exceeding legal requirements as set forth in ORC 4513.20. Brakes shall be capable of stopping the loaded wrecker in thirty feet or less from speed of twenty miles per hour.
- H. Each wrecker shall present a clean, well-painted appearance at all times. Towing operators shall keep and maintain towing equipment which is adequate to perform such towing service in an efficient and professional manner.
- I. Each wrecker shall display in some manner, on the exterior, in plain view, the registered name (D.B.A.) under which the wrecker is listed and operating under the color of the CPD's Rotation System.
- J. Each wrecker shall be equipped or carry as standard equipment the following items:
 - 1) Mirrors – should have not less than 45 square inches of usable unobstructed area located or positioned for the driver's use.
 - 2) Fire extinguisher - should be at least one quart in capacity of carbon dioxide (CO-2), dry powder, or other approved contents for all grade fires.
 - 3) Flares - at least six, thirty minute flares stored in a protective case.
 - 4) Push board - at least twelve inches wide and the width of the equipment. Push board shall be so constructed as not to inflict any damage to the vehicle being pushed. (Optional for all wreckers.)
 - 5) Hitch - type of hitch used - sturdy bumper place, cradling - and shall be constructed so as not to inflict damage to the vehicle being towed.
 - 6) Crane - type, make, and capacity is dependent upon the wrecker size, but must be in good condition.
 - 7) Winch - type, make and capacity is dependent upon the wrecker size, but must be in good condition.
 - 8) Safety chains - shall be available, and shall be attached to the vehicle being towed in the event the wrecker or towing equipment's cable should break or should the hitch break.
 - 9) Tow bar - shall be a device that will hold a vehicle a firm distance behind the wrecker.
 - 10) Shovel - carried so it can be used for picking up debris at the response scene or in cases where moving earth may be necessary.
 - 11) Axe - single blade, long handle.
 - 12) Broom - long handle heavy duty push or standard room size that can be used to clean up debris.

- 13) Wrecking bars - any type sturdy wrecking bar, at least thirty-six inches in length.
- 14) Blocks - at least 6 blocks not less than 4 x 4 x 12 inches.
- 15) Tie rope - at least twenty-five feet of heavy duty clothes line or sash cord, or its equivalent.
- 16) Hand tools - standard mechanic's hand tools, consisting of wrenches, pliers, screwdrivers, hammer, etc. that can be specifically used to remove vehicle registration plates but not limited to that function.
- 17) Skid chains - size (optional) in good condition.
- 18) Lockout tools - any type of special tools designed to efficiently enter a modern passenger vehicle without inflicting damage.
- 19) Stop lights - at least two stop lights, one at regular height and one sufficiently high so as to be seen over towed vehicles.
- 20) Turn signals - no less than three sets of Class "A" turn signals, two in front, two in the rear and two on the highest point of the vehicle.
- 21) Flashers - shall be capable of flashing all turn signals simultaneously. All other flashing equipment as indicated in Section 3.F. must be in working condition.
- 22) Flood or spot lights - capable of being aimed so as to be of the most assistance to the operator when working in the rear of the wrecker at night and so aimed as not to be a hazard to other motorists.
- 23) Snatch blocks - at least one.
- 24) Dollies

K. All wrecker services shall have an office, staffed Monday – Friday from 0800hrs until 1700hrs.

L. All wreckers are subject to annual inspection by an inspector of CPD's choosing.

4. Towing Service Operator responsible for post tow loss.

- A. Wrecker operators must display a high proficiency in the operation of their tools and equipment. Vehicle(s) shall be towed without inflicting any damage.
- B. Lifting and towing devices shall be designed and used to permit vehicles to be handled without inflicting additional damage. Skill in the use of equipment must be developed and maintained.
- C. Opening of locked vehicles shall be accomplished with all precaution taken to insure minimal or no damage to the vehicle.

- D. The registered wrecker operator shall be responsible for all post accident damage, tow and post tow damage, missing, stolen, exchanged parts, accessories, or property damage that was caused by negligence or carelessness on the part of said wrecker service operator and/or his employees or agents.

- 1) This provision is applicable only on rotation or CPD's personnel requests covered under these Rules and Regulations or their amendments.

5. Inspections.

- A. Each wrecker service shall be made available for annual or random inspection, or re-inspection of their business premises, towing equipment, wrecker equipment and storage facilities at the request of the Traffic Unit Supervisor or his designee to ensure compliance with all provisions of this policy.

- 1) It shall be a violation of the CPD's Wrecker and Towing Rules and Regulations to use an unapproved wrecker on a rotation wrecker request.

- B. At the time of inspection or reinspection, all requirements mentioned within this policy will be inspected with specific attention to detail of the items listed within the "Wrecker and Equipment Minimum Requirements" Section.

6. Rotation Wrecker Dispatching.

- A. Registered CPD's Rotation Wreckers will be dispatched by CPD's personnel to any location in their assigned district in which the registered wrecker's business, equipment and storage facilities are situated, unless otherwise directed, such as owner's request or the situation requires the dispatching of an adjacent rotation district wrecker. The reason for the dispatching of registered wrecker and towing equipment is that of providing an emergency service, the scheduling of such dispatching will ideally equal distribution of the calls for such service among the registered wreckers in a common wrecker district.

- B. When no wrecker is specified, as per wrecker requested procedures, registered CPD's rotation wreckers will be employed to remove vehicle(s) involved in accidents under the wrecker rotation system.

- 1) No vehicle shall be moved from an accident scene by a CPD's rotation system wrecker unless authorized to do so by CPD's personnel on the scene.

- C. No person, firm, or corporation (or their agents or employees) under registration with the CPD's rotation wrecker system, shall respond to the scene of an accident unless dispatched, as herein provided, or engaged by a third person having a direct interest in the vehicle(s) involved and that third party request information has been relayed to CPD's personnel on the scene.

- D. When no wrecker is specified, registered CPD's rotation wrecker will be employed to remove vehicle(s) by order of CPD's personnel.

- E. Towing operators dispatched by CPD's personnel and then canceled, except as provided for in paragraph G of this Section, will not be registered with a call and the towing operator will retain the position enjoyed before the dispatch, provided the Communications Center is informed of the cancellation by the requesting officer.

- F. Any rotation wrecker service needing to be removed temporarily from the Rotation Wrecker Dispatch due to wrecker mechanical difficulties or any other reason, must contact the Traffic Unit Supervisor detailing the dates that the voluntary removal is to be in effect. The Traffic Unit Supervisor shall be notified when the towing service is again ready for immediate service and will be placed back into service at the Hamilton County Communications Center by the Traffic Unit Supervisor.
- G. A rotation wrecker dispatched at the request of CPD's Office personnel must be able to respond to the site of the requested tow within thirty (30) minutes from the time the wrecker service dispatcher, owner or driver is notified by the CPD's Office or the Hamilton County Communications Center.
 - 1) If the rotation wrecker is contacted to respond to a rotation wrecker request and is unable to respond immediately, notification to the communication officer making the telephone notification request will be informed that the detail is refused or request a waiver of the response time by the requesting authority. If a time waiver is approved the rotation wrecker operator should respond without additional delay.
 - 2) Rotation wreckers not arriving after thirty minutes and not granted a time waiver will be disregarded and alternate rotation wrecker service called regardless if the original wrecker service is able to contact the wrecker driver of that disregard notice. Wrecker services that fail to arrive within the thirty minute time frame and have been disregarded will forfeit that position within the rotation dispatch system and will not be "placed back on top".
 - a) Wrecker Services with a record of excessive late arrival (past the thirty minute time limit) will be subject to suspension and/or removal from the rotation wrecker list.
 - 3) Rotation wreckers will not excessively refuse to respond to rotation wrecker requests made by CPD's Office personnel. All refused wrecker requests will be documented by the Communications Center and will be monitored by the Traffic Unit. At the request of the Traffic Unit Supervisor, CPD's administration personnel or their designee, a rotation wrecker service must be able to provide a reason for the refused dispatch. Excessive refusal to respond to a dispatch request may result in suspension and/or removal from the rotation list.
- H. Rotation wrecker request will be made by the registered wrecker accepting the call. Under no circumstances will a non-registered wrecker be permitted to tow a vehicle from a scene or incident which is under the CPD's Office control or investigation. Exception to the above would be a situation permitted by an owner's request as opposed to a rotation requested dispatched service.
- I. If an additional wrecker is needed for a single vehicle tow, the wrecker service that was dispatched to the scene may request another wrecker from their fleet to respond to the scene to assist. If the wrecker service does not have the appropriate additional equipment, the additional equipment may be requested from another registered rotation wrecker service.

- J. The file or schedule of available registered CPD's Rotation Wreckers maintained at the Hamilton County Communications Center will be classified according to geographical location of said wreckers with relation to boundaries defining the various existing wrecker districts, and shall be under the control of the CPD's Traffic Unit Supervisor.

7. Location where rotation towed vehicles are to be taken.

- A. The vehicle will be towed to the location indicated by the CPD's personnel requesting the service. If not indicated, the vehicle will be removed to the registered wrecker's storage facilities.
 - 1) An exception to provision A. of this section would be permitted when the owner of the vehicle requests the vehicle be towed to a specific location and that location is agreeable with the wrecker operator, provided the vehicle is not being held on a CPD's vehicle holder. See the "Towing service rates/charges permitted" section for additional information.

8. Impounded vehicle motor/serial number to be furnished.

- A. When requested by CPD's personnel, wrecker operators will furnish the CPD's Office with motor and serial numbers of vehicles moved or towed by order of CPD's Office personnel.

9. Towing service rates/charges permitted. (See Section 11)

- A. Towing operators are reminded that the established rates in this regulation are the maximum charges permitted and should not be construed as the amount that must be collected. Charges of less than the maximum rate are in order in all cases where such tows are simple and not time consuming. Keep in mind that all charges must be fair and in keeping with the task involved.
- B. For the purpose of this regulation, the removal of any vehicle on the traveled portion or berm of a highway, capable of being removed by a single crane tow, shall be considered a straight tow.
- C. The rates for towing passenger cars and light trucks (up to 10,000 GVWR) per request of the CPD's unit, or by rotation assignment by use of the rotation system, shall be governed by the Colerain Township Board of Trustees. That fee list shall be reviewed annually.
 - a. No fuel surcharge shall be added without written consent from the CPD's Support Operations Commander.

10. Storage charges permitted. (See Section 11)

- A. Costs shall be governed by the Colerain Township Board of Trustees. That fee list shall be reviewed annually.

11. Charges not permitted.

- A. No charge will be made for delays created by awaiting arrival or action of utility companies where retrieval and removal are delayed by lines down, etc.

- B. No additional charge will be made for the use of a rollback (flatbed) type wrecker, nor will additional charges be made for preparing the vehicle to tow, such as but not limited to:
 - 1) Securing steering wheel, loading or attaching parts, removing drive shaft, changing wheels or tires – under tow, separating vehicles, pulling vehicles from poles or obstructions or any work required to safely tow the vehicle that is not specifically mentioned herein.
- C. No storage charge will be made from the time of the tow until 24 hours after the tow, or until that timeframe that would be available for the vehicle to be released. As an example, if a vehicle is towed on Friday night, and the vehicle is subject to release, but is not available to be released until Monday, then no storage fees may be collected during the timeframe the vehicle could not be retrieved.
- D. No fuel surcharge shall be collected unless approved in writing by the Support Operations Commander
- E. No access fees or “Gate Fees” are permitted.

12. Reporting of charges in excess of those permitted.

- A. All charges in excess of the rates described within this policy will be reported to the Traffic Supervisor within 24 hours of the tow, detailing all charges and reasons for the excess charge. The reason for the excess rate or charge shall be submitted in writing upon request.
 - 1) Overcharges or unjustified excess charges will be considered serious violations and will be dealt with accordingly.

13. Exception from established rates/charges.

- A. The fees provided in this regulation shall not apply when the owner or the operator of a vehicle makes a request for a specific towing service. Requests for a specific towing service may be relayed by CPD’s personnel.

14. Release and/or disposal of towed vehicles.

- A. Upon the payment of reasonable permissible charges, vehicles in your possession must be released promptly and willingly by any authorized person claiming same, unless the vehicle is otherwise controlled by a CPD’s holder. Any unnecessary delays, intimidation, threats or excessive charges, or any other means of denying authorized persons the prompt possession of their property will not be tolerated.
 - 1) This provision is applicable only on rotation or CPD’s towed vehicles covered under these Rules and Regulations.
- B. Any vehicle placed in the custody of a wrecker operator by means of a CPD’s holder, and/or routine rotation towing, shall remain on the storage premises and at no time shall it be moved or disposed of in any manner or placed into use by

said wrecker operator unless authorized by the CPD's Office or the vehicle's owner or agent, if there is not a CPD's holder in effect on said vehicle.

- C. Any wrecker operator who disposes of a vehicle which is being held pursuant to a CPD's holder, without the proper authorization, will be immediately removed from the wrecker rotation list.
- D. When an officer places a CPD's holder on a vehicle towed, the wrecker operator will assume custody of such vehicle if towed to his storage lot. He will not relinquish custody of said vehicle until compliance with the terms of the holder have been met and release of the vehicle has been approved by the CPD's Property Unit or a Patrol Division Supervisor.
 - 1) If the owner or an agent of the owner attempts to retrieve the vehicle by producing a court order, that person is to be directed to the CPD's Patrol Headquarters to have the proper release procedure followed. Under no circumstances is a vehicle on a CPD's vehicle holder to be released directly by the wrecker service.
- E. There will be a release form required on every vehicle held pursuant to a CPD's holder that is released. Process for release shall be made as follows: ownership of vehicle involved and payment of all charges due will be verified by a member of the CPD's Patrol, who will then accept responsibility for release of the vehicle.
 - 1) On occasion, a CPD's supervisor may authorize the release of a vehicle held pursuant to a CPD's holder on a Saturday, Sunday or holiday. This type of release will only be done under extenuating circumstances and is not expected to be a regular occurrence.
 - a) CPD's Office personnel will contact the wrecker service holding the vehicle between 8 A.M. and 4 P.M., to arrange the release of the vehicle.
 - b) The CPD's supervisor will be responsible for the circumstance of the release as well as verifying the insurance, license plates and registration validity, and other required documentation of the release.
 - c) The CPD's supervisor will also be responsible for notifying the owner or the owner's agent of the amount and method of payment required to retrieve the vehicle.
 - 1. Under certain circumstances, the CPD's supervisor may order the release of the vehicle without payment of the towing and/or storage fees. If this does occur, the wrecker service is to document the order to release on the bill, along with the supervisor's name, and forward same to the CPD's Support Services Commander within seventy-two (72) hours of the incident.
 - d) The CPD's supervisor will be responsible for making the proper notification to the CPD's Property Unit.

- F. Any vehicle impounded and left unclaimed at the wrecker lot for (7) days or more after being eligible to be released (NON-EVIDENTIARY), shall be processed according to ORC 4513.60(A-1) and 4513.60(E) as an "ABANDONED VEHICLE" on private property in the following manner:
- 1) The CPD's Property Office shall send a certified and regular letter to the owner's last known address and/or the lien-holder.
 - 2) If there is no response to the card within five (5) days, the Property Officer shall cause a search to be made of the records of the Bureau of Motor Vehicles (B.M.V.) to ascertain the owner and any lien holder of the abandoned vehicle.
 - 3) Upon return of the owner/lien holder information from the B.M.V., but no sooner than thirty (30) days after the initial request for owner/lien holder information from the B.M.V., the Property Officer shall cause a registered letter (receipt requested) be sent to the last known address of the registered owner and/or lien holder that the vehicle will be declared a nuisance and disposed of if not claimed within ten (10) days of the date of mailing of the notice.
 - a) If the owner/lien holder makes no claim to the motor vehicle within ten (10) days, the Property Officer will dispose of the vehicle as described in ORC 4513.61 and 4513.62.
 - 4) All Colerain Police's Office Rotation Wreckers System operator/owners are considered to be an **"OTHER FACILITY . . . FOR THE DISPOSAL OF SUCH MOTOR VEHICLES"**, and shall receive the Unclaimed and Abandoned Junk Motor Vehicle Affidavit (**BMV 4204-E**) to said vehicle upon completion of the requirements stated in ORC 4513.61.

15. Towing of CPD's Vehicles

- A. Registered CPD's Rotation Wreckers dispatched by CPD's personnel for the purpose of towing a disabled CPD's vehicle shall be governed by the Rules and Regulations set forth in this document.
- B. All CPD's vehicle will be towed at no cost.
- C. The towing wrecker service will be placed back on top of the Rotation Wrecker List.

16. Violations of the Rules and Regulations.

- A. Investigation and/or evidence indicating illegal or unprofessional action by registered rotation wrecker operators, and/or their employees, shall be grounds for immediate suspension from the CPD's Rotation Wrecker System, pending the final results or disposition of the alleged misconduct.
- B. All alleged violations of the Rules and Regulations or applicable law will be investigated. Where practical, the wrecker service will be informed of the alleged violation and given a specific method and time when a response to the alleged violation must be provided. Failure to respond to the alleged violation

will be considered as an admission to the alleged violation for purposes of suspension or removal from the system.

- C. All wreckers registered on the CPD's Rotation Wrecker System will be maintained and/or operated as required by the Rules and Regulations set forth in this document. Any infractions of the stated Rules and Regulations will subject the wrecker operator/owner to suspension or removal from the system.

17. Revisions or changes to the Rules and Regulations.

- A. Additions or deletions to any portion of the Rules and Regulations can and will be made as required. Notice of said additions or deletions will be made to all registered wrecker owners, and shall become effective upon the date so indicated in the notice.

CONCLUSION

The purpose of the Wrecker and Towing Rules and Regulations is to establish guidelines for effective coordination between the CPD's Office, Towing Service Operators and the citizens who use the services of the Rotation Wrecker System. They also establish a standardized system of towing, storing, releasing and disposing of vehicles towed at the request of CPD's personnel.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Acceptance of Monetary Donation from Bernice Niehaus (Fire)

Request authorization to accept a \$25.00 donation.

Rationale:

The request to accept a monetary donation (personal check) is from: Ms. Bernice Niehaus, 3452 Nandale Drive, Cincinnati, OH 45239 in memory of Mr. David Spiess for emergency medical services provided by the Department of Fire & EMS.

Bernice Z Niehaus
Joanna M Leidenbor
3452 Nandale Drive
Cincinnati, OH 45239

1068
13-55/420

1-28-2020
DATE

PAY TO THE ORDER OF Colerain Fire Dept.

\$ 25.00

Twenty five + 00/100

DOLLARS

 Security features included. Details on back.

North Side Bank
AND TRUST COMPANY
www.northsidebankandtrust.com

49 Gold Account

FOR David Spiess, Sr.

Bernice Z. Niehaus MP

Main Street Traditional Gold

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Acceptance of Monetary Donation from Mr. & Mrs. David Ropp (Fire)

Request authorization to accept a \$100.00 donation.

Rationale:

The request to accept a monetary donation (personal check) is from: Mr. & Mrs. David Ropp, 9000 Indian Ridge Lane, Cincinnati, OH 45243 in memory of Mr. David Spiess for emergency medical services provided by the Department of Fire & EMS.

DAVID J ROPP
CELESTE V ROPP
(513)936-9553
9000 INDIAN RIDGE LN
CINCINNATI, OH 45243

Fidelity Account®

5087

80-568/1012

February 17, 2020

Date

CHECK ARMOR
COPY PROTECTION

Pay to the
Order of

Colerain Township Fire Dept
One Hundred and 00/100

\$100.00

Dollars



Photo
Safe
Deposit®
Details on back



Fidelity

UMB Bank, N.A.,
Kansas City, MO

David Spiess Memorial

David Ropp

Marked 2010

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Acceptance of Monetary Donation from Mr. George Clark (Fire)

Request authorization to accept a \$1,000.00 donation.

Rationale:

The request to accept a monetary donation (personal check) is from: Mr. George Clark, 3991 Blue Heron Lane, Cincinnati, OH 45251 for emergency medical services provided by the Department of Fire & EMS.

Z29Z1930

GEORGE CLARK
VIRGINIA CLARK
3991 BLUE HERON LN.
CINCINNATI, OH 45251
513-385-6016

LCNB

5858

56-570/422

2/18/2020

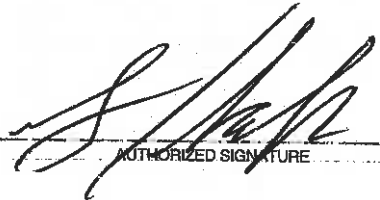
PAY TO THE
ORDER OF

COLEBURN TOWNSHIP FIRE DEPT

\$ 1000.-

ONE THOUSAND ——— & 00/100 ———

DOLLARS


AUTHORIZED SIGNATURE

PUBLIC SERVICES

Department: Public Services

Department Head: Jackie O'Connell, Director - Public Services

Motion to Approve the 2020-1 Road Paving Contract

Recommend adoption of a motion to approve the 2020-1 Road Paving Project contract for \$1,118,602.70 with RA Miller and to authorize the Township Administrator to execute all related documents.

Rationale:

Colerain Township received four responses to the Request for Proposals for the 2020 Road Repaving Program, listed below:

RA Miller \$1,118,602.70

Adleta \$1,157,294.75

Barrett \$1,156,833.40

Prus \$1,264,606.70

Of all of the responses, RA Miller, is lowest bid, meets all of the requirements set forth in the construction plans and specifications, and has previously successfully performed road paving contracts for the Township. This money has been appropriated in the temporary appropriations.

**Colerain Township
Road Improvments
20-1**

2/13/20

ITEM NO.	ITEM DESCRIPTION	QTY	QTY	UNIT	R. A Miller		ADLETA		Barrett		PRUS		Average
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
202	WEARING COURSE	21,465	21,465	S.Y	\$4.00	\$85,860.00	\$4.00	\$85,860.00	\$5.00	\$107,325.00	\$4.00	\$85,860.00	\$4.25
448	ASPHALT SUFACE COURSE	984	984	C.Y	\$170.00	\$167,280.00	\$170.00	\$167,280.00	\$175.25	\$172,446.00	\$168.00	\$165,312.00	\$170.81
448	ASPHALT INTERMEDIATE COURSE	984	984	C.Y	\$155.00	\$152,520.00	\$170.00	\$167,280.00	\$158.00	\$155,472.00	\$151.00	\$148,584.00	\$158.50
604	STORM MANHOLE SHIM RING	0	0	EACH	\$0.00	\$0.00	\$500.00	\$0.00	\$250.00	\$0.00	\$350.00	\$0.00	\$275.00
604	STORM MANHOLE BRICK AND MORTAR	12	12	EACH	\$858.00	\$10,296.00	\$800.00	\$9,600.00	\$850.00	\$10,200.00	\$750.00	\$9,000.00	\$814.50
604	SANITARY MANHOLE SHIM RING	10	10	EACH	\$252.00	\$2,520.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$238.00
604	SANITARY MANHOLE PRE CAST RING	16	16	EACH	\$858.00	\$13,728.00	\$800.00	\$12,800.00	\$850.00	\$13,600.00	\$750.00	\$12,000.00	\$814.50
604	WATER VALVE SHIM RING	1	1	EACH	\$225.00	\$225.00	\$300.00	\$300.00	\$225.00	\$225.00	\$400.00	\$400.00	\$287.50
603	PVC PIPE 12"	0	0	L.F	\$0.00	\$0.00	\$90.00	\$0.00	\$100.00	\$0.00	\$400.00	\$0.00	\$147.50
608	SIDEWALK RAMPS 5"	1,066	1,066	S.F	\$9.70	\$10,340.20	\$21.00	\$22,386.00	\$9.75	\$10,393.50	\$13.00	\$13,858.00	\$13.36
608	SIDEWALK 5"	0	0	S.F	\$0.00	\$0.00	\$12.00	\$0.00	\$15.00	\$0.00	\$10.00	\$0.00	\$9.25
608	DRIVEWAY APRRONS 7"	461	461	S.Y	\$10.00	\$4,610.00	\$8.00	\$3,688.00	\$10.00	\$4,610.00	\$10.50	\$4,840.50	\$9.63
609	TYPE 3 CURB REPLACEMENT	13,883	13,883	L.F	\$26.50	\$367,899.50	\$27.25	\$378,311.75	\$26.50	\$367,899.50	\$35.00	\$485,905.00	\$28.81
609	TYPE 3 PARTIAL CURB REPLACEMENT	0	0	L.F	\$0.00	\$0.00	\$48.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00	\$37.00
SPL	SINGLE CATCH BASIN RECONSTRUCT	15	15	EACH	\$2,050.00	\$30,750.00	\$2,000.00	\$30,000.00	\$2,050.00	\$30,750.00	\$2,500.00	\$37,500.00	\$2,150.00
SPL	SINGLE CATCH BASIN REHABILITATE	10	10	EACH	\$1,250.00	\$12,500.00	\$1,300.00	\$13,000.00	\$1,250.00	\$12,500.00	\$2,200.00	\$22,000.00	\$1,500.00
SPL	SINGLE CATCH BASIN ADJUSTMENT	0	0	EACH	\$0.00	\$0.00	\$1,300.00	\$0.00	\$1,150.00	\$0.00	\$1,000.00	\$0.00	\$862.50
SPL	DOUBLE CATCH BASIN RECONSTRUCT	18	18	EACH	\$2,400.00	\$43,200.00	\$2,570.00	\$46,260.00	\$2,400.00	\$43,200.00	\$3,400.00	\$61,200.00	\$2,692.50
SPL	DOUBLE CATCH BASIN REHABILITATE	0	0	EACH	\$0.00	\$0.00	\$1,600.00	\$0.00	\$1,500.00	\$0.00	\$3,000.00	\$0.00	\$1,525.00
SPL	DOUBLE CATCH BASIN ADJUSTMENT	0	0	EACH	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,300.00	\$0.00	\$1,000.00	\$0.00	\$925.00
SPL	FULL DEPTH ASPHALT REPAIR	125	125	S.Y	\$185.00	\$23,125.00	\$110.00	\$13,750.00	\$190.00	\$23,750.00	\$100.00	\$12,500.00	\$146.25
SPL	CONCRETE JOINT REPAIR	4,212	4,212	S.F	\$10.00	\$42,120.00	\$12.50	\$52,650.00	\$11.95	\$50,333.40	\$12.35	\$52,018.20	\$11.70
SPL	UNDERCUT (PER DETAIL IF NEEDED)		0	S.Y	\$0.00	\$0.00	\$60.00	\$0.00	\$25.00	\$0.00	\$50.00	\$0.00	\$33.75
SPL	CONTINGENCY 15%				\$151,629.00	\$151,629.00	\$151,629.00	\$151,629.00	\$1,515,629.00	\$151,629.00	\$1,515,629.00	\$151,629.00	

Opion of Probable Construction Cost

\$1,118,602.70	\$1,157,294.75	\$1,156,833.40	\$1,264,606.70
----------------	----------------	----------------	----------------

Lowest Bidder

**NOTICE OF COMMENCEMENT
PUBLIC IMPROVEMENT SECTION 1311.252 ORC**

The undersigned, Geoff Milz, Administrator, Colerain Township, first being sworn, gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is the 20-1 Road Improvements
2. The public improvement is located in Colerain Township, Hamilton County, Ohio.
3. The project number for the public improvement is #20-1
4. The name and address of this public authority is as follows.

Colerain Township Administration
4200 Springdale Road
Colerain Township, Ohio 45251

5. The name and address of all principal Contractors working on the public improvement, the trade of each principal Contractor, and the name and address of the surety for each principal Contractor are as follows.

R.A. Miller Construction Co., Inc.
4148 Augspurger Rd
Hamilton, OH 45011
513-771-0820

Trade: Heavy Highway

Surety
The Guarantee Company of North America USA
One Town Square, Suite 1470
Southfield, MI 48076

6. Date of Notice of Commencement: March 10th, 2020
7. The name and address of the representative of the public authority for the purposes of serving the lien affidavit are as follows.

Geoff Milz
Colerain Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251

(Signature of Affiant)

County of Hamilton
State of Ohio

Sworn to before me, a Notary Public, this _____ day of _____, 2020
by _____, _____, of _____, on
behalf of the public authority.

Notary Public

PART IV Section A CONTRACT 20-1 ROAD IMPROVEMENTS

CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

I hereby certify that in accordance with Section 5625.33 O.R.C., that the amount required to meet the payment of the contract price of the attached contract has been lawfully appropriated for said purpose and is in the Treasury of this Township to the credit of the fund from which it is to be drawn, free from any encumbrances.

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

I hereby certify that I have examined the contract and bond attached between the Colerain Township Board of Trustees of Hamilton County, Ohio and_____. Contractor, and find same to be in accordance with the provisions of law and approve said contract and bond as to form.

Attorney, Colerain Township
Hamilton County, OH

CONTRACT 20-1 ROAD IMPROVEMENTS

THIS AGREEMENT, made and entered into this 10th day of March, in the year **Two Thousand Twenty** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and **R.A. Miller Construction Company** herein after designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these present does agree with the Owner for the consideration herein below mentioned, to furnish at the Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in full, firm and substantial manner the - Road Improvements which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, storm sewer pipe replacement, curb repair, curb ramps, catch basin rebuild, grade adjustment and resurfacing. All of which shall be done and performed in accordance with the general conditions, drawings, surveys, plats, cross-sections, profiles, plans and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and by reference hereby become part of this contract. Streets and limits are listed on attachment "A".

The provision contained in the "Legal Notice", in "Information for Bidders", in the "Engineer's Estimate", in the "Proposal", and in the "Specifications", as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the Colerain Township Board of Trustees, are hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and their Surety agree to indemnify the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor as a condition of permitting the beginning or continuance of work a certificate of compliance with this paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately **\$ 1,118,602.70**

IN WITNESS WHEREOF, the said Township of Hamilton County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Colerain Township Board of Trustees and the Contractor, the day and year aforesaid.

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY, OHIO

Contractor R.A Miller Construction

Administrator: Geoff Milz

Signature _____

Signature: _____



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Colerain Township

Exact location of job/project 20-1 Road Improvements

Name of job/project as it appears
on contract documentation 20-1 Road Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☒	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☐	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☐	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	☐	A computer data center entitled to exemption under R.C. 122.175;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	A house of public worship or religious education;		
☐	The original construction of a sports facility under R.C. section 307.696;	☐	A hospital facility entitled to exemption under R.C. section 140.08;
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name Colerain Township
Signed by _____
Title Administrator
Street address 4200 Sprigndale rd
City, state, ZIP code Cincinnati, Oh 45251
Date _____

Political Subdivision

Name Colerain Township
Signed by _____
Title Fiscal Officer
Street address 4200 Springdale rd
City, state, ZIP code Cincinnati, Oh 45251
Date _____

PUBLIC SERVICES

Department: Public Services

Department Head: Jackie O'Connell, Director - Public Services

Motion to Purchase Capital Equipment

Recommend adoption of a motion to allow the purchase of the following items at a price not to exceed the below amounts:

- \$63,000 - Light Duty Dumptruck for the Parks Division
- \$120,000 - Replacement Sign Truck for the Roads Division

Rationale:

The total cost of all of these purchases will not exceed \$183,000. Both of these items were evaluated as part of the 2020 Budget process and have been included in the 2020 final appropriations. The pricing associated with these items is aligned with or below State bid.

A detailed memorandum for each item, provided by the Township Fleet Maintenance Division of the Fire Department is attached.

Memo



To: Jackie O'Connell, Director of Public Service
From: Mike Adler, Fleet Manager
Date: February 27, 2020
Re: Proposal – Replacement of Unit #4-412

This is a proposal and recommendation for the replacement Unit #4-412 a 2003 Ford F-350 Dump Truck. VIN #1FDWF36P94ED83438.

I am proposing to purchase a 2020 Ford F-350 4x4 regular cab, Cab and Chassis through Fuller Ford. The Dump Body with a Liftgate and a Buyer I Toolbox through K E Rose Company. This vehicle will be replacing Unit #4-412 a 2003 Ford F-350 4x2 Dump Truck with over 70,000 miles and has extensive rust throughout the dump body and the cab and chassis that will far well exceeds the value of the vehicle. The replacement vehicle is needed within the Parks department for hauling of equipment and material within the Township's Parks.

I am recommending to purchase the Cab and Chassis through Fuller Ford for the following reasons:

- Pricing through the State of Ohio Procurement

I am recommending to purchase the Air Flow PCS 9 4 Yard 9ft Stainless Steel Dump Body with Liftgate and Buyer I Toolbox through K E Rose Company for the following reasons:

- Pricing meets the State of Ohio Procurement

The total for this Cab and Chassis is \$39,500.00 through Fuller Ford. The Air Flow PCS 9 4 Yard 9ft Stainless Steel Dump Body with Liftgate and Buyer I Toolbox through K E Rose Company is \$23,500.00

The total for the Cab and Chassis and the Air Flow PCS 9 4 Yard 9ft Stainless Steel Dump Body with liftgate and Buyer I Toolbox is \$63,000.00

Should you have any questions regarding this matter please do not hesitate to contact me.

Memo



To: Jackie O'Connell, Director of Public Service
From: Mike Adler, Fleet Manager
Date: March 3, 2020
Re: Proposal – Replacement of Unit #3-24

This is a proposal and recommendation for the replacement Unit #3-24 a 1992 International 4600 Cab and Chassis with a Sign Truck Body. VIN # 1HTSBZPH7NH394269

I am proposing to purchase a 2020 Ford F-450 4x4 regular cab, Cab and Chassis through Fuller Ford. The Utility/Service Sign Body through K E Rose Company. The Sign Body will come with a VanAir Air N Arc I-300 all in one power unit to supply Air, Generator, Hydraulics, Welder and Battery Charger. Will also have a Lifemoore model number 3200REE-15 a 10,000ft-lbs electric Crane. Colerain Fleet Services will install all emergency lighting and cab equipment.

I am recommending to purchase the Cab and Chassis through Fuller Ford for the following reasons:

- Pricing through the State of Ohio Procurement

I am recommending to purchase the Utility/Service Sign Body through K E Rose Company for the following reasons:

- Pricing meets the State of Ohio Procurement

The total for this Cab and Chassis through Fuller Ford. \$38,500.00

The total for this Utility/Service Sign Body through K E Rose Company. \$75,000.00

The total for emergency lighting and cab equipment. \$6,500.00

The total for the Cab and Chassis and the Utility/Service Sign Body will not exceed \$120,000.00

Should you have any questions regarding this matter please do not hesitate to contact me.

PUBLIC SERVICES

Department: Public Services

Department Head: Jackie O'Connell, Director - Public Services

Motion to Accept Donation from Frede & Juergen Slupek and on behalf of Officer Dale J. Woods (EOW 1/7/19) for the Megaland replacement project

Recommend adoption of a motion to accept \$2,050 in donations for the new playground at Colerain Park.

Rationale:

Donations were received for the new playground at Colerain Park on behalf of Officer Dale J. Woods (EOW 1/7/19) (online) \$300 and from Frede & Juergen Slupek \$1,750.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution Imposing a Moratorium on Businesses Associated with Vaping

Recommend approval of a Resolution Imposing a One Year Moratorium on New Establishments that Primarily Sell or Distribute Electronic Smoking Devices and/or Vapor Products within Colerain.

Rationale:

There has been an increase in the number of vaping shops that have opened in Colerain Township. The proposal is to place a moratorium on any new vaping establishments as well as additions to existing vaping shops for one year. The moratorium will provide time to allow the Township and Board of Trustees to review pertinent state and federal legal codes pertaining to vaping sales establishments as well as to enact reasonable regulations as to size, number, and location of said businesses in Colerain Township.

This resolution will impose a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 10th day of March, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Raj Rajagopal, Matthew Wahlert

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

RESOLUTION NO. _____-20

**RESOLUTION IMPOSING A ONE YEAR MORATORIUM ON NEW
ESTABLISHMENTS THAT PRIMARILY SELL OR DISTRIBUTE
ELECTRONIC SMOKING DEVICES AND/OR VAPOR PRODUCTS
WITHIN COLERAIN TOWNSHIP, OHIO**

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, Colerain Township has the power to enact planning and zoning laws that are intended to protect the health, welfare, and safety of the citizens of the Township; and

WHEREAS, House Bill 346, is a Bill introduced to the 133rd Ohio General Assembly and currently referred to the legislature's Health Committee which proposes amending R.C. Section 2927.02 to prohibit the sale of flavored electronic smoking devices and flavored vapor products and to establish a committee to study the health risks associated with such products in the State of Ohio; and

WHEREAS, for the purposes of this Resolution, the definitions of "electronic smoking device," "vapor product," "alternative nicotine product," "characterizing flavor," "flavored electronic smoking device," "flavored vapor product," and "distribute" are given the same definitions as those found in House Bill 346 as introduced to the 133rd Ohio General Assembly and/or those contained in R.C. Section 2927.02; and

WHEREAS, House Bill 346, introduced to the 133rd Ohio General Assembly on September 23, 2019, proposes prohibitions on the sale or distribution of certain tobacco products, specifically electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code; and

WHEREAS, there has been an increase in new establishments that primarily sell electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code; and

WHEREAS, this Board of Trustees desires to review House Bill 346 in order to be understand the impact on tobacco businesses operating within Colerain Township and to further enact reasonable regulations as to size, number, and location of tobacco businesses in the Township; and

WHEREAS, Township staff will require additional time to review and make recommendations on zoning, prohibition and/or limitations of electronic smoking devices and vapor products so that any necessary regulations conform to goals of the Colerain Township and help ensure the public peace, health, safety, and welfare of its citizens; and

WHEREAS, this Board of Trustees will have more time and be able to enact reasonable regulations to accomplish the Township's goals and protect the health, safety, welfare, peace, and comfort for the citizens of Colerain Township more effectively if a moratorium is in place.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, __ members elected thereto concurring:

1. The Board of Trustees hereby approves, imposes, and authorizes a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses in order so that Township staff may continue to study the new law, statutes, codes, resolutions, and the related issues and then determine whether to limit or entirely prohibit such businesses and/or sales within Colerain Township and to prepare any necessary, related regulations.

2. No certificates or permits of any kind shall be processed or issued to an applicant who intends to open, use any land or devote any floor area of a business for the purposes of distributing electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products for the period of time of this moratorium. No valid existing business within the Township may expand in any way for the duration of the moratorium.

3. The Board of Trustees seeks to limit the duration of the moratorium and to instruct the Township Administrator and Township staff to immediately undertake a review of the new law and related issues; Township staff will then recommend new regulations regarding the zoning, prohibition and/or limitations of the distributing of electronic smoking devices and vapor products.

4. The Board of Trustees hereby directs and orders that no permits for establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes shall be issued or processed by Colerain Township during this one (1) year moratorium.

5. 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

6. 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.

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

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

Vote Record: Mr. Unger _____, Mr. Rajagopal _____, Mr. Wahlert _____

ADOPTED this _____ day of March, 2020.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2020.

Heather E. Harlow,
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to set Public Hearing on April 14, 2020 - Zoning Text Amendment (ZA2020-01)

Recommend adoption of a motion to set a Public Hearing before the Colerain Township Board of Trustees for Zoning Case ZA2020-01 on April 14, 2020 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

Zoning Cases ZA 2020-01 pertains to a Text Amendment to the Colerain Township Zoning Resolution. The proposal is to add viticulture and wineries as as a Conditional Use, subject to restrictions, within the R-2, R-3, and R-4 Zoning Districts.

The Colerain Township Zoning Commission will review and is expected to make a recommendation at their meeting scheduled for March 17 at 6:00pm.

Setting the public hearing is appropriate in accordance with statutes pertaining to process and procedure for text amendments.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to set Public Hearing on April 14, 2020 - Zoning Text Amendment (ZA2020-02)

Recommend adoption of a motion to set a Public Hearing before the Colerain Township Board of Trustees for Zoning Case ZA2020-02 on April 14, 2020 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

Zoning Case ZA 2020-02 pertains to a Text Amendment to the Colerain Township Zoning Resolution. The proposal is to add mobile food service operations (food trucks), subject to restrictions, as a permitted use within all B-1 Zoning Districts.

The Colerain Township Zoning Commission will review and is expected to make a recommendation at their meeting scheduled for March 17 at 6:00pm.

Setting the public hearing is appropriate in accordance with statutes pertaining to process and procedure for text amendments.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to set Public Hearing on April 14, 2020 - Zoning Map Amendment (ZA2020-03)

Recommend adoption of a motion to set a Public Hearing before the Colerain Township Board of Trustees for Zoning Case ZA2020-03 on April 14, 2020 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

The submitted application pertains to a Map Amendment (Zone Change) to the Colerain Township Zoning Map. The proposal is to change the zoning on the site to a Planned Development District. The applicant is proposing to construct 139 market-rate multi-family apartment units.

The Colerain Township Zoning Commission will review and is expected to make a recommendation at their meeting scheduled for March 17 at 6:00 pm in the Trustee Chambers

Setting the public hearing is appropriate in accordance with statutes pertaining to process and procedure for map amendments.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to set Public Hearing on April 14, 2020 - Sidewalk Maintenance Project - Phase I

Recommend adoption of a motion to set a Public Hearing before the Colerain Township Board of Trustees for the Sidewalk Maintenance Program - Phase I on April 14, 2020 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

Colerain Township's Sidewalk Maintenance Program has been created to repair and maintain Colerain Township's neighborhood sidewalks.

Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or allow Colerain Township to perform the repair work and assess the owner's property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.

There are two (2) areas that the program focuses on. They are located in the Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Both areas were chosen due to their proximity to crucial Township assets, including schools, libraries, and commercial destinations.

The proposed public hearing is a requirement of ORC that must occur prior to execution of a contract for repair.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion To Authorize An RFP And Process For Colerain Township Sidewalk Maintenance Program - Phase 1

Staff is recommending adoption of a motion to authorize the proposed RFP and process for Colerain Township Sidewalk Maintenance Program.

Rationale:

Colerain Township's Sidewalk Maintenance Program has been created to repair and maintain Colerain Township's neighborhood sidewalks.

Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or allow Colerain Township to perform the repair work and assess the owner's property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.

There are two (2) areas that the program focuses on. They are located in the Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Both areas were chosen due to their proximity to crucial Township assets, including schools, libraries, and commercial destinations.

The intent is to have a contract for consideration at the April 14, 2020 Board of Trustee meeting.

Request for Proposals

“Sidewalk Maintenance Program – Phase 1”

Colerain Township, Ohio

Deadline for submission:
March 27, 2020 – 2pm

Inquires sent to:

“Sidewalk Maintenance Program – Phase 1”
ATTN: Chris Cavallaro
Colerain Township Planning, Zoning, and Code Enforcement
4200 Springdale Rd.
Cincinnati, OH 45251



TABLE OF CONTENTS

I. Invitation	3
II. Background	3
III. Project Schedule	4
IV. Inquires	5
V. Objective	5
VI. Scope	5
VII. Submission of Proposals	7
VIII. Specifications of the Project	11



March 5, 2020

**Request for Proposals
Colerain Township Sidewalk Maintenance Program - Phase I**

I. Invitation

Colerain Township, OH, is requesting responses to this Request for Proposal to enter into a contract with a sidewalk repair contractor to provide repair and replacement of sidewalks in Colerain Township.

Review the entirety of the Request for Proposal (RFP) for general rules, deadlines, and qualification requirements. All bids must be entirely completed for consideration.

All submitted proposals shall be completed with the qualifications of the contractor and shall have the ability to meet the needs of the Colerain Township Board of Trustees.

Please carefully review the enclosed Proposal Documentation of the project. Interested bidders are asked to deliver a sealed envelope to the Colerain Township Administration Building before 2:00 pm at 4200 Springdale Road, by March 27, 2020.

No bids will be accepted after the March 27, 2020 deadline.

II. Background

You are bidding on the opportunity to perform repair and maintenance on the first phase of the “**Colerain Township Maintenance Program – Phase 1.**”

Colerain Township’s Sidewalk Maintenance Program has been created to repair and maintain Colerain Township’s neighborhood sidewalks.

Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or Colerain Township is performing the repair work and assessing the property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.



There are two (2) areas that the program focuses on. They are located in the Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Maps of the two (2) locations are attached at the end of this Request for Proposal. Both areas were chosen due to their proximity to crucial Township assets, including schools, libraries, and commercial destinations.

In May of 2019, Colerain Township conducted a sidewalk survey in the two project areas. During this inventory, all sidewalks blocks, including driveway aprons that were in a state of disrepair, were marked with **WHITE** paint, which will be visible during the repair to be completed by the selected contractor. The total area of the sidewalk to be repaired is identified below. A list of all the properties contained within the survey is attached at the end of this RFP.

Northbrook Neighborhood

- Total estimated area of repair
 - Sidewalk repair - ~4,674 sqft.
 - Driveway apron repair - ~2,004 sqft.

Groesbeck (Memory) Neighborhood

- Total estimated square footage
 - Sidewalk repair - ~2,639 sqft.
 - Driveway apron repair - ~740 sqft.

Please note that all property owners have the ability to opt-out of the program and complete their repairs by 4/30/2020. The window for property owners to opt-out closed on 1/31/20. As such, at the time this RFP has been sent, zero property owners have opted out of the program resulting in a potential deduction of zero areas. Please note that maintenance not performed by opt-out property owners shall be completed within the contract.

III. Project Schedule

Project Schedule (Please note critical dates – all dates are end of business day):

- | | |
|--|------------|
| • Notification Letters Mailed to Property Owners | 11/26/2019 |
| • Opt-in / Opt-out Deadline | 2/1/2020 |
| • Board of Trustees Public Meeting | 3/10/2020 |
| ○ BOT approve RFP | 3/10/2020 |



- | | |
|---|-----------|
| • RFP Announcement Release | 3/11/2020 |
| ○ This is performed twice (3/18, 3/25) | |
| • RFP Response Deadline (2pm) | 3/27/2020 |
| • RFP Unsealing (3pm) | 3/27/2020 |
| • Contract Approval | 4/14/2020 |
| • Initiate repair work | 4/15/2020 |
| • Property Owner Opt-Out Completion Date | 5/1/2020 |
| • Estimated Project Completion & Final Walk Through | 9/1/2020 |

IV. Inquiries

To inquire about questions of this Request for Proposal, please email or visit the office at;

Colerain Township Dept. of Planning, Zoning, and Enforcement
4200 Springdale Road
Cincinnati, OH 45220

Chris Cavallaro
ccavallaro@colerain.org

V. Objective

Repair or replace sidewalk block sections that have been damaged throughout the life of the existing sidewalk. This includes identifying the most cost-efficient solutions for each of the locations identified in the Scope of work (**Section VI**).

Colerain Township is utilizing Community Development Block Grant (CDBG) Funds to assist with the initial cost of this construction project. Qualifications in addition to those set forth herein may be necessary as per the specifications required by the Hamilton County Community Development in coordination with the use of those aforementioned Community Development Block Grants.



VI. Scope

For ease of submitting the proposal, the staff has prepared a one-page document that shall be completed and submitted with your proposal (**Section VI – Bid Document for “Sidewalk Maintenance RFP – Phase 1”**).

The scope of the submittal should the following:

1. Proposals of probable cost estimates.
2. Provide estimate cost per square feet of total sidewalk repair.
3. Provide estimate cost per square feet of driveway apron repair.
4. Provide the total overall cost of the project.
5. Provide a timeline to complete all the specifications of the project. The project shall begin on May 18, 2020.
6. All sidewalk and driveway aprons repair/construction shall meet requirements and standards set forth by the Hamilton County Engineering Corp.



VII. Submission of Proposals

DEADLINE:

2:00 pm
March 27, 2020
4200 Springdale Road
Cincinnati, OH 45251

All proposals shall be delivered in a sealed envelope addressed as follows:

Sidewalk Maintenance – Phase 1 – Proposal Document
ATTN: Chris Cavallaro
Colerain Township Planning, Zoning, and Code Enforcement
4200 Springdale Road
Cincinnati, OH 45251

**** NO ELECTRONIC SUBMISSIONS ACCEPTED****



Response Format

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

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Proposals.
2. Experience with Public Sector – A listing of three comparable projects with a description of services rendered (including any required subcontracting). Please include the contact information.
3. List of Key Staff – A complete list of key personnel who will be involved with this project, including their experience and qualifications. Also, any key sub-contractors and their staff should be identified, if applicable.
4. Timeline – The estimated timeline for completion of the project.
5. Warranty Information – A listing of all applicable warranties for repair work conducted.
6. Cost Proposal/Fee Structure – Please provide a simple description or explanation of your firm's billing structure and how you would prefer to be paid for the work completed throughout the life of the project.
7. Legal Disclosure – Please disclose your firm's current legal and financial situation, including any bankruptcies filed; and, any material (over \$50,000) claims, judgments, arbitrations, or pending investigations or lawsuits.
8. Insurance Coverage – The contractor shall furnish certificates of insurance in the following accounts. Comprehensive General Liability including premises/operations, contractual independent contractors, broad form property damage and personal injury. Limits of liability shall be combined bodily injury and property damage. Auto liability, including owned, non-owned and hired – limits of liability shall be combined bodily injury and property damage: \$1,000,000. Each occurrence: \$1,000,000 Aggregate. Excess Liability – Umbrella Form: \$1,000,000. Workers' Compensation Insurance – Limit of liability shall be the



statutory limits. State whether the sole proprietor and/or partners have elected to be included. The contractor shall have a certificate issued showing the Town of Chaplin as an additional named insured for the duration of the contract. Certificates shall be filed with the town's agent before work is started and contain a thirty (30) day written notice of cancellation clause. All personnel on site shall follow ANSI and OSHA standards for personal protective equipment. Contractor shall be responsible for damages incurred to town or personal property within the work zone.

9. Conflicts of Interest – Responses must disclose any conflicts of interest to the accepting of an award of this contract by Colerain Township. If a conflict of interest exists, please detail how said conflict of interest would be rectified if said contract is awarded to your company.
10. Sample Contract – A copy of a sample agreement/contract. This will allow the Township to expedite the review/award process. Please include any proposed performance measures that will allow the Township to gauge the effectiveness of the contract in this document.
11. Other Information – A statement of any additional pertinent information that should be known to evaluate the proposal effectively.



General Bid Document for “Sidewalk Maintenance RFP – Phase 1”

Company Name:

Company Address:

Primary Contact Name:

Primary Email:

Primary Phone:

Total Square Feet of Sidewalk Block _____

Total Square Feet of Driveway _____

Total Square Feet of Project _____

Total Quotation for Sidewalk Maintenance Project – Phase 1 \$ _____



VIII. Specifications of Project

All Proposals must include a completed **“Section 3 Action Plan.”** Please review and complete all items and necessary forms contained in the “Section 3 Action Plan” at the end of this document.

Pre-Project Meeting

The contractor of the winning bid shall be required to attend a pre-project meeting with the Colerain Township Planning Department no later than ten (10) business days after the announcement of the winning bid.

Project Standards

All sidewalk repairs are required to meet the minimum standards set forth by the Hamilton County Corp. of Engineers. It is the responsibility of the contractor to obtain the Hamilton County Corp. of Engineers Performance Specifications. Please review Article III – Section 311 ‘Sidewalks’, of the “Rules and Regulations of the Office of the County Engineer.” The Performance Specifications and questions can be acquired through the Hamilton County Corp. of Engineers.

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

Post-Project Standards

At the completion of the repair work, the Contractor shall meet with the Colerain Township Planning Department to finalize the Sidewalk Maintenance Program – Phase 1 repair.



Timeline

All work shall fall within the **Timeline**, as noted in **Section II - Background**. Repair work is expected to begin on April 15, 2020, and finish with a final inspection performance no later than September 1, 2020.

The Contractor shall perform all work between the hours of 8:00 am and 6:00 pm, Monday through Friday.

Updates shall be required to be given from the Contractor to the Colerain Township Planning Department once every 14-days until the completion of the repair work.

General Requirements

Following the award of the contract and before starting any work, the contractor and the project manager shall meet with representatives from Colerain Township Planning and Zoning Department. The purpose of such a meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittals, changes, etc., as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time, and place of the meeting.

Site Conditions

Before Bidding, the contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all relevant information.

The contractor shall provide access to the property's driveway and any other street connections to the house located on the property. If the contractor is unable to provide such access, a 72-hour notice shall be given to the affected property owner with a time estimation of loss of access.



Terms and Conditions

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Proposals is entirely voluntary. The Request for Proposals does not commit Colerain Township to award a contract, to pay any costs incurred in the preparation of a proposal to this Request, or to procure or contract for services or supplies.

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

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

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

This Request for Proposals is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the proposed goods or services. If, during any stage of this Request for Proposals process, funds are not allocated and available for the proposed services, the Request for Proposals process will be canceled.

APPENDIX I

Section 3 Action Plan

SECTION 3 FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects.

WHAT ARE THE SECTION 3 GOALS?

1. Section 3 Businesses have a goal that 30% of the aggregate number of new hires shall be Section 3 Residents;
2. Hamilton County has a goal that 10% of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. Hamilton County has a goal that 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

WHAT IS A SECTION 3 RESIDENT?

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is considered to be a low to moderate income person. This means that they make up to 80% of the Area Median Income (AMI). Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

2019 Greater Cincinnati Metro Area Income Limits

Median Income		1	2	3	4	5	6	7	8
80%	Low	\$ 45,550	\$ 52,050	\$ 58,550	\$ 65,050	\$ 70,300	\$ 75,500	\$ 39,010	\$ 43,430

WHAT IS A SECTION 3 BUSINESS CONCERN?

In order to be certified as a Section 3 business, one of the following criteria must be met:

- 51% or more of the business is owned by Section 3 Residents; or
- 30% of the business's permanent, full-time employees are certified Section 3 Residents; or
- The business provides evidence that it will subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS

All contracts equal to or greater than \$50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38]. All recipients submitting bids must submit a Section 3 Action Plan. This must include, at a minimum, the Action Plan (page 3), the Certification of Intent to Comply (page 4), and Checklists of Efforts to Comply with Section 3 (pages 6 and 7). All forms are included herein. Section 3 Summary Reports, pages 11 and 12, are to be submitted at the completion of the contract.

**Please refer to Hamilton County Planning + Development Section 3 Policies and Procedures for complete compliance requirements and to access a database of certified Section 3 businesses and residents, forms, and detailed information. The information can be found at the following link: http://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3*

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method. For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the ranking below:

- a) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located
- b) Applicants selected to carry out DOL YouthBuild programs
- c) Other Section 3 business concerns in the Metropolitan Statistical Area
- d) The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>\$1,000 - \$49,999)

Written quotations must be obtained from an adequate number of qualified sources (typically three).

At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quote, if it is reasonable and no more than ten percent (10%) higher than the quote from the lowest responsive non-Section 3 qualified business concern. If no responsive quote by a qualified Section 3 business concern is within ten percent (10%) of the lowest quote from any qualified source, the award shall be made to the source with the lowest and best quote.

Competitive Sealed Bids (≥\$50,000 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost \$50,000 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest and best responsive bid if that bid:

- Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- Is not more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	"X" = lesser of:
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1.5% of the lowest responsive bid

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest and best responsive bid.

SECTION 3 ACTION PLAN

The Section 3 Action Plan is a requirement for contracting opportunities with Hamilton County Planning and Development and must be completed and submitted with your bid/proposal. **Failure to submit the Section 3 Action Plan will result in the bid/proposal being deemed non-responsive.**

NAME OF PROJECT: _____

DATE: _____

SUBMITTED BY:

Business Name: _____

Address: _____

Contact Information (phone/email): _____

PLEASE CHECK ONE OPTION BELOW:

- ☐ The business (listed above) is currently certified as a Section 3 Business Concern, they will submit:
 - Section 3 Action Plan (this page)
 - Evidence the business is certified
- ☐ The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
 - >25% subcontracting is Section 3, they will submit:
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Business Concern Contracting Strategies (page 7)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Subcontracting Plan (page 10)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 12)
 - >30% Section 3 Residents
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Resident Hiring/Training Strategies (page 6)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each resident, and a list of employees (page 9)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 11)
 - 51% or more owned by Section 3 individuals
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each owner (page 9)
 - List of owners
- ☐ The business (listed above) **IS NOT** certified and **IS NOT** seeking certification
 - Section 3 Action Plan (this page)
 - If awarded, at the end of the job, must submit applicable Section 3 Summary Report (page 11-12)

CONTACT INFORMATION:

David Spatholt
513-946-8215

David.Spatholt@hamilton-co.org

Boubacar Diallo
513-946-8214

Boubacar.Diallo@hamilton-co.org

Emily Carnahan
513-946-8232

Emily.carnahan@hamilton-co.org

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Hamilton County's Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with HCPD to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (on the next page) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over \$100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by HCPD. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

- a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: _____

Anticipated number of Section 3 new hires to complete project: _____

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

- b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,
c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.
d) The Subcontracting Plan must be filled out and submitted with bid/proposal.

Construction Contract total: \$ _____ 10% goal: \$ _____

Non-Construction Contract total: \$ _____ 3% goal: \$ _____

Section 3 business concerns certified under Category 3:

- e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan must be filled out and submitted with bid/proposal.

(f) Contract total: \$ _____ (g) Total amount to be: \$ _____ (h) 25% of (g): \$ _____
Subcontracted

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract.

Name / Title (Contractor): _____

Signature: _____ Date: _____

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low to moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:
 - Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
 - Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
 - Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations
- ☐ Request the assistance of resident and community organizations in:
 - Notifying residents of training and employment positions to be filled
 - Conducting job interviews and completing and collecting job applications
- ☐ Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project
- ☐ Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters
- ☐ Undertake job counseling, education and related programs in association with local institutions
- ☐ Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents
- ☐ Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident
- ☐ Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions
- ☐ Employ Section 3 residents directly on either a permanent or temporary basis
 - ☐ Utilize the database of previously certified Section 3 residents for future employment positions (database can be accessed at the following website: https://www.cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm)
- ☐ Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects
- ☐ Coordinate economic development plans with the plans for housing and community development

Name / Title: _____

Signature: _____ Date: _____

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns and Section 3 business concerns certified under category 3. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- ☐ Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
 - ☐ Informing business assistance agencies, minority contractors associations, resident organizations, and community organizations of opportunities
 - ☐ Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
 - ☐ Conducting pre-bid meeting with Section 3 business concerns
 - ☐ Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
 - ☐ Notifying agencies administering DOL YouthBuild programs of opportunities
- ☐ Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- ☐ Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- ☐ Carry out workshops on contracting procedures and specific contract opportunities
- ☐ Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- ☐ Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- ☐ Utilize the database of previously certified Section 3 business concerns – access database http://cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm
- ☐ Establish programs designed to assist PHA residents in creating and developing resident-owned businesses
- ☐ Link Section 3 business concerns to support services
- ☐ Actively support joint ventures with Section 3 business concerns
- ☐ Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: _____ Date: _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

I. BASIC INFORMATION

Name of Business/Company: _____

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship): _____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check- marked category below:

- _____ 1) is 51% or more owned by Section 3 residents; or
_____ 2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or
_____ 3) provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

2018 Greater Cincinnati Metro Area Income Limits

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$43,900	\$50,150	\$ 56,400	\$ 62,650	\$ 67,700	\$ 72,700	\$ 77,700	\$ 82,700

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but **MUST** be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, and developers working on Section 3 covered projects.

YES () NO ()

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SELF-CERTIFICATION FOR SECTION 3 RESIDENT

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

ELIGIBILITY FOR PREFERENCE

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Section 135.5.

The undersigned represents and says under penalty of law, as follows:

- 1) My current address is: _____
- 2) I am a resident of public housing. YES () NO ()
If yes, list name of development: _____
- 3) The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____
- 4) Last year, the annual income for my household size was less than the amount listed in the table below: YES () NO ()
- 5) I have skills, training, or experience in the following area(s): _____

2018 Greater Cincinnati Metro Area Income Limits

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$43,900	\$50,150	\$ 56,400	\$ 62,650	\$ 67,700	\$ 72,700	\$ 77,700	\$ 82,700

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County staff, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, developers, and subcontractors working on Section 3 covered projects. YES () NO ()

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by HCPD, CMHA, or the City of Cincinnati.

To access the database of currently certified Section 3 businesses please visit the following link:

<http://www.cincinnati-oh.gov/community-development/neighborhood-development/section-3-program/>

Date Completed: _____ Submitted By: _____

Name/Address of project: _____

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)

Estimated amount to be subcontracted: \$ _____

Estimated amount to be subcontracted to Section 3 businesses: \$ _____

% Section 3 subcontracts of total subcontracts: _____

SECTION 3 SUMMARY REPORT

SECTION 3 RESIDENTS

***To be submitted to Hamilton County Community Development, upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

PERSON HIRED	POSITION HIRED	SECTION 3 RESIDENT (Y / N)	DATE OF HIRE	FULL TIME / PART TIME

Outreach efforts taken for each person hired:

Total Number of Full-time (FT) persons hired: _____

Total Number of Full-time (FT) Section 3 Residents hired: _____

SECTION 3 SUMMARY REPORT
SECTION 3 BUSINESS CONCERNS

***To be submitted to Hamilton County Community Development upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

BUSINESS AWARDED CONTRACT	TYPE OF CONTRACT	SECTION 3 BUSINESS CONCERN (Y / N)	DATE OF AWARD	AMOUNT OF CONTRACT

Outreach efforts taken for each contract awarded:

Total **Construction** Dollars Contracted: _____

Total **Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Total **Non-Construction** Dollars Contracted: _____

Total **Non-Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

SUBCONTRACTOR APPROVAL REQUEST - Community Development Block Grant Program

Any substitution of subcontractors must be approved by Hamilton County Community Development.

REMINDER: If the contract is over \$25,000, the prime must make efforts to contract with MBE firms. If the contract is over \$50,000, the prime must make efforts to contract with MBE and Section 3 firms.



HAMILTON COUNTY

Planning +
Development

Project Name: _____

Subcontractor 1: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: _____

Subcontractor 2: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: _____

Subcontractor 3: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: _____

Please attach agreements with subcontractors.

If none of the above subcontractors are MBE firms, please describe the effort and outreach you made to attempt to subcontract with MBE firms:

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

I hereby acknowledge my understanding of the Minority Business Enterprise requirements for this project and certify that information provided is an accurate account of my firm's efforts to secure MBE participation for this project. I further understand that should my firm be the lowest and best bidder, we will be required to secure Minority Business Enterprise participation of 10% or more in the project or demonstrate a good faith effort by outreaching MBE's for subcontracts, materials and supplies. Failure to achieve 10% MBE participation or to document a good faith effort will result in the firm being ineligible for contract award.

Prime Contractor Signature: _____ Date: _____

APPENDIX II

Rules and Regulations of the Office of the County Engineer

Section 205

Section 311

wire anchor, nor shall a driveway be installed within ten feet (10') of the end of a stub street pavement.

- F.) Driveway grades shall conform to berm slopes as shown on typical sections or as required in the Hamilton County Engineer's Permit Manual.
- G.) For driveways and other items of work along existing County roads, the Hamilton County Road Typical Section shall apply. See Standard Drawing No. 11 and/or No. 12 for proper application.
- H.) The developer shall insure that in all cul-de-sac areas a "Clear Zone" with a minimum width of twelve feet (12') shall be provided behind the curb for snow storage purposes. This area shall be free of fire hydrants and drive approaches. The developer must insure that builders are aware of this requirement, which also must be included on the plans. See Standard Drawing No. 9.

Note: In A, B, C and D above, one half inch (1/2") preformed Expansion joint material, shall be installed, full depth, where Portland Cement Concrete driveway abut the back of the curb.



205 SIDEWALKS

One course Portland Cement Concrete Sidewalks, Class "C" Concrete, four feet (4') in width and four inches (4") in thickness shall be constructed where shown on the subdivision plans or typical sections. The thickness shall be five inches (5") for sidewalks constructed along commercial subdivision streets, for those portions of sidewalks within residential drive apron limits and for those constructed as part of a frontage subdivision along existing state, or county roads.

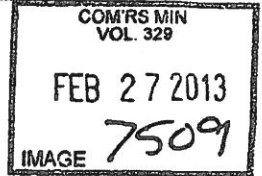
One half-inch (1/2") full depth expansion joints shall be installed at intervals not to exceed one hundred feet (100'). All sidewalks, including curb ramps, shall connect to the pavement or curb with one-half (1/2") full depth expansion joint material between the walk and curb.

Curb ramps shall be installed as part of the sidewalk construction at intersecting streets. Details shall be in accordance with current ODOT-Standard Drawings 7-12-02 pg. 1-3.

For subdivisions which include sidewalks and no sidewalk currently exist along the existing frontage road (county, state or township roads), care must be exercised by the designer and developer in the location and construction of sidewalk terminal points at the frontage road approaches. The sidewalks shall be designed and constructed to insure that there is a minimum distance between the near edge of the crosswalk and the curb ramps. Note: The position of stop signs is described in section 24-5 of the Ohio Manual of Uniform Traffic Control Devices.

At the point when certificates of occupancy have been issued for the eighty-five percent (85%) of the buildings on any street within the subdivision and there has been no construction activity for six (6) month period, not including the winter months of December through March all sidewalks and drive approaches within the public right of way not located along subdivision lot frontages for single lots, shall be installed, without gaps, on that street to provide safe and convenient passage/usage for pedestrians. This is the developer's responsibility and shall be noted on the plans.

Furthermore, all sidewalks and drive approaches within the public right of way along subdivision lot frontages for single lots shall be required to be constructed at the time of building construction. These sidewalks and drive approaches shall not be included in the required developer's subdivision bond, nor in anyway be viewed the responsibility of the developer. All inspections are to be handled at the time of the single lots receipt of a Certificate of Occupancy from the involved governing body.



206 DOWNSPOUTS

Building downspout pipe outlets should be installed in the following order of priority:

- 1.) By connection to a collector pipe installed parallel to the street curb. See Standard Drawings No. 4 and 8.
- 2.) To nearest storm sewer inlet or storm manhole.
- 3.) By approved connection to a storm sewer (one 6" connection per lot.).
- 4.) To rear of proposed lot.
- 5.) To nearest natural drainage course, i.e. natural swale or existing ditch.

Except for extremely unusual cases as determined by the Hamilton County Engineer, after written request by the developer, no downspouts shall be outletted through curb cuts.

In *NO* case shall downspout effluent be permitted to flow across sidewalks or drive approaches.

207 SUMP PUMP DISCHARGES

Sump pump effluent outlets and/or foundation drains shall be connected to downspout outlet pipes (if applicable) and shall be connected to the storm sewer system as described in Section 206 above. Storm sewer lateral connections shall be installed in such a manner that no obstruction to the storm sewer or lateral collection line occurs.

In *NO* case shall sump pump discharges be permitted to flow across sidewalks, drive approaches or through curb cuts.

208 UNDERDRAINS

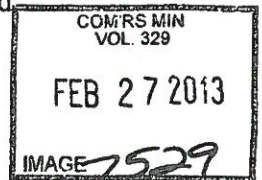
At sag points in the vertical street profile, an underdrain shall be installed on both sides of the street and extend thirty feet (30') in each direction from the sag point catch basins.

The underdrain shall consist of four inch (4") perforated plastic conduit (707.41 w/filter fabric sock). Installation shall be in accordance with details shown on Subdivision Standard Drawing No. 6.

209 UTILITIES

5. A two-inch (2") surface course of 448 Material shall be placed immediately upon completion of the (302 as modified)* Base.
6. A curb of the type used in the subdivision shall be constructed from the right-of-way line, around the radius to a point eight feet (8') from the edge of a non-curbed county or township roadway pavement. If the county or township roadway is curbed, the proposed curb shall be connected to the existing curb. A transition in height shall occur in the outer four feet (4') of the curb. Drainage of the roadway area must be maintained.

*NOTE: 302 as modified requires that all provisions of ODOT 302 shall apply except that the aggregate composition in 301 shall be substituted



310 DRIVEWAYS

Concrete driveway approaches within the public right-of-way shall be constructed in accordance with the minimum thickness described in sections 204A and 204B of these regulations and shall have one-half inch (1/2") minimum thickness preformed expansion joint material placed full depth at the back of the curb and for the full width of the drive approaches (at back of curb). When the sidewalk portion of the approach is placed in the same operation with the other portions, an impressed joint with a minimum depth of one inch (1") shall be installed along the front face line of the sidewalk to delineate the sidewalk area. Subgrade for the drive approaches shall consist of suitable soil and compacted with a mechanical compactor. Concrete for the approaches shall meet the requirements of section 308 of these regulations.

For drive approach details see Standard Drawing No. 10.
For driveway location refer to Section 204-E.

311 SIDEWALKS

One-course concrete sidewalks, along interior residential subdivision streets, four feet (4') wide and four inches (4") thick, shall be constructed upon a mechanically compacted soil subgrade. Granular materials shall not be used for subgrade purposes. Full depth forms shall be used for all sidewalks. One half-inch (1/2") full depth expansion joints shall be installed where sidewalks abut curbs, drive approaches and driveways. A one-inch (1") deep-tooled joint shall be placed transversely at five foot (5') maximum intervals. Concrete shall meet the requirements of Section 308 of these Subdivision Rules and Regulations. (See Section 205 for thickness requirements for sidewalks along frontage subdivisions, commercial subdivisions and within drive approach limits).

APPENDIX III

Address List

GROESBECK (MEMORY) NEIGHBORHOOD



MEMORY NEIGHBORHOOD

ADDRESS	STREET	SIDEWALK SQFT	DRIVEWAY SQFT
7136	Memory	10	0
7156	Memory	40	0
7170	Memory	40	0
7184	Memory	0	20
7208	Memory	20	0
7224	Memory	80	0
7230	Memory	40	0
7238	Memory	44	0
7242	Memory	44	0
7264	Memory	40	0
7280	Memory	20	0
7294	Memory	28	0
7298	Memory	20	20
7299	Memory	20	0
7281	Memory	40	20
7273	Memory	60	0
7265	Memory	60	20
7253	Memory	44	0
7233	Memory	10	40
7227	Memory	30	0
7219	Memory	0	48
7211	Memory	40	0
7197	Memory	60	0
7165	Memory	16	0
7149	Memory	20	48
7133	Memory	24	0
7117	Memory	0	20
7100	Swirlwood	0	48
7148	Swirlwood	16	0
7180	Swirlwood	56	0
7200	Swirlwood	20	0
7212	Swirlwood	0	24
7278	Swirlwood	40	0
7265	Swirlwood	32	0
7239	Swirlwood	20	0
2600	Jonrose	8	0
2601	Jonrose	64	0
7141	Swirlwood	40	0
7125	Swirlwood	16	44
7113	Swirlwood	20	0
7170	Longwood	32	16
7188	Longwood	32	36
7220	Longwood	0	16
7230	Longwood	40	0
7201	Longwood	20	32

7165 Longwood	40	0
7177 Longwood	16	0
2832 Jonrose	20	20
7234 Jamerine	20	0
7250 Jamerine	0	20
7266 Jamerine	64	0
7274 Jamerine	32	0
7282 Jamerine	44	0
7289 Jamerine	12	0
7271 Jamerine	76	0
7261 Jamerine	32	0
7253 Jamerine	24	0
7245 Jamerine	32	0
7239 Jamerine	20	0
7231 Jamerine	16	0
7213 Jamerine	64	0
2844 Jonrose	20	0
2754 Jonrose	0	68
2808 Jonrose	40	0
7200 Memory	20	0
2650 Jonrose	20	0
2686 Jonrose	36	20
7201 Longwood	52	0
2722 Jonrose	20	0
2742 Jonrose	0	20
2754 Jonrose	20	0
2770 Jonrose	40	0
2778 Jonrose	60	0
2786 Jonrose	20	40
2856 Jonrose	30	0
2862 Jonrose	66	0
2868 Jonrose	20	0
2865 Jonrose	20	20
2859 Jonrose	20	0
2841 Jonrose	20	0
2833 Jonrose	40	20
2825 Jonrose	20	0
2819 Jonrose	20	0
2765 Jonrose	20	0
2741 Jonrose	60	0
2723 Jonrose	16	0
7165 Longwood	20	0
2685 Jonrose	60	0
2659 Jonrose	20	0
7198 Memory	20	0
	2,638.00	680.00

NORTHBROOK NEIGHBORHOOD



0 250 500 1000 1500 2000

ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
USDA, USGS, AeroGRID, IGN, and the GIS User Community

NORTHBROOK NEIGHBORHOOD

PARCEL	ADDRESS	STREET	SIDEWALK SQFT	DRIVEWAY SQFT
051001120206	9936	Loralinda	40	0
051001120204	9928	Loralinda	40	0
051001120203	9924	Loralinda	40	0
051001120202	9922	Loralinda	40	40
051001120199	9912	Loralinda	80	40
051001120198	9902	Loralinda	20	20
051001120196	9892	Loralinda	56	0
051001120194	9878	Loralinda	0	40
051001120191	9866	Loralinda	20	0
051001120190	9862	Loralinda	20	0
051001120188	9854	Loralinda	56	0
051001120187	9850	Loralinda	20	0
051001120207	9844	Loralinda	20	0
051000410019	9834	Loralinda	120	0
051000410021	9824	Loralinda	60	40
051000410024	9808	Loralinda	20	0
051000520424	9784	Loralinda	40	0
051000520426	9768	Loralinda	60	0
051000520427	9760	Loralinda	40	0
051000520429	3195	Deshler	20	0
051000520430	9728	Loralinda	0	44
051000520431	9710	Loralinda	24	40
051000520433	9670	Loralinda	20	0
051000520434	9658	Loralinda	116	0
051000520399	9646	Loralinda	60	0
051000520236	3198	Laverne	80	0
051000520239	9540	Loralinda	114	0
051000520252	9510	Loralinda	10	0
051000520259	9490	Loralinda	20	0
051000520493	3191	Deshler	20	0
051000520494	3183	Deshler	20	0
051000520495	3175	Deshler	0	40
051000520496	3163	Deshler	60	0
051000520497	3153	Deshler	20	0
051000520498	3139	Deshler	60	0
051000520499	3131	Deshler	20	0
051000520500	3119	Deshler	0	20
051000520502	3105	Deshler	20	0
051000520503	3095	Deshler	20	0
051000520442	3081	Deshler	40	0
051000520443	3082	Deshler	20	0
051000520479	3090	Deshler	20	44
051000520480	3098	Deshler	0	40
051000520481	3106	Deshler	20	0
051000520484	3128	Deshler	50	0

051000520485	3136	Deshler	90	40
051000520486	3142	Deshler	40	0
051000520487	3150	Deshler	40	0
051000520490	3172	Deshler	20	20
051000520491	3180	Deshler	20	0
051000520512	3185	Palmyra	40	0
051000520510	3167	Palmyra	48	0
051000520508	3150	Palmyra	32	0
051000520507	3160	Palmyra	16	40
051000520506	3168	Palmyra	0	44
051000520505	3178	Palmyra	20	20
051000520504	3186	Palmyra	80	0
051000520442	3081	Deshler	50	0
051000520401	9590	Loralinda	10	0
051000520478	3193	Elkhorn	30	0
051000520477	3187	Elkhorn	40	0
051000520473	3163	Elkhorn	40	0
051000520471	3151	Elkhorn	40	40
051000520469	3139	Elkhorn	20	0
051000520467	3129	Elkhorn	0	40
051000520464	3113	Elkhorn	40	0
051000520463	3105	Elkhorn	0	40
051000520456	3138	Elkhorn	76	40
051000520455	3144	Elkhorn	32	0
051000520453	3156	Elkhorn	24	0
051000520452	3162	Elkhorn	40	0
051000520451	3168	Elkhorn	0	40
051000520400	9620	Loralinda	20	0
051000520239	9540	Loralinda	60	0
051000520240	3187	Laverne	64	0
051000520241	3175	Laverne	10	0
051000520242	3163	Laverne	62	0
051000520243	3151	Laverne	56	16
051000520244	3137	Laverne	20	20
051000520245	3125	Laverne	20	0
051000520206	3101	Laverne	60	0
051000520207	3087	Laverne	44	0
051000520208	3075	Laverne	40	0
051000520209	3063	Laverne	20	20
051000520210	3051	Laverne	20	0
051000520211	3037	Laverne	0	40
051000520212	3025	Laverne	60	0
051000520164	2985	Laverne	20	60
051000520165	2975	Laverne	0	40
051000520168	2949	Laverne	0	40
051000520170	2958	Laverne	0	40
051000520171	2966	Laverne	0	40

051000520173	2982 Laverne	40	40
051000520174	2990 Laverne	20	40
051000520175	3000 Laverne	0	40
051000520197	3024 Laverne	60	40
051000520198	3036 Laverne	10	0
051000520199	3050 Laverne	30	0
051000520201	3074 Laverne	40	20
051000520202	3086 Laverne	20	20
051000520203	3100 Laverne	20	0
051000520204	3112 Laverne	20	0
051000520230	3124 Laverne	40	0
051000520234	3174 Laverne	20	0
051000520235	3186 Laverne	0	0
051000520236	3198 Laverne	72	0
051000520263	3151 Hyannis	0	20
051000520264	3137 Hyannis	40	0
051000520265	3125 Hyannis	0	20
051000520224	3075 Hyannis	20	0
051000520227	3037 Hyannis	40	0
051000520228	3025 Hyannis	20	40
051000520181	2979 Hyannis	20	0
051000520184	2947 Hyannis	116	40
051000520188	2905 Hyannis	20	0
051000520189	2895 Hyannis	40	40
051000520190	2885 Hyannis	20	0
051000520132	2851 Hyannis	64	40
051000520134	2831 Hyannis	0	20
051000520135	2821 Hyannis	20	40
051000520532	2704 Hyannis	0	72
051000520116	2740 Hyannis	40	40
051000520120	2798 Hyannis	60	0
051000520128	2856 Hyannis	40	40
051000520129	2868 Hyannis	108	0
051000520158	2934 Hyannis	0	40
051000520159	2944 Hyannis	60	40
051000520162	2988 Hyannis	80	0
051000520213	3024 Hyannis	20	40
051000520214	3036 Hyannis	40	0
051000520219	3100 Hyannis	80	0
051000520220	3112 Hyannis	16	0
051000520246	3124 Hyannis	0	40
051000520248	3150 Hyannis	20	40
051000520249	3162 Hyannis	60	40
051000520252	9510 Loralinda	40	0
		4,586	1,940

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Issue Request for Proposals for Communication & Media Consulting Services

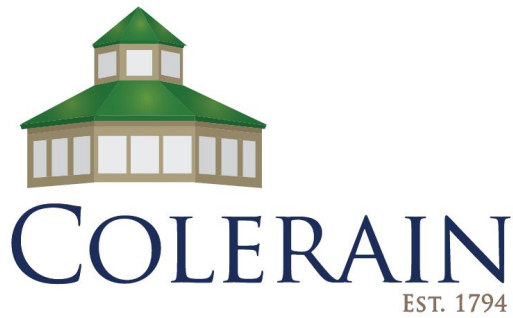
Recommend approval of a motion to issue a Request for Proposals for Communication & Media Consulting Services.

Rationale:

During a Board of Trustee discussion on adoption of the 2020 Strategic Plan and Budget Book, Trustee Unger requested that staff research the potential of having Waycross serve in the capacity of a communications consultant for the Township.

An initial quote from Waycross suggested that their cost to provide communication and media consulting services would be approximately \$40,000 per year. This figure is close to the purchasing policy threshold of \$50,000 for competitive bidding. For that reason, staff recommends issuing a request for proposals for communications and media consulting services, per the attached.

Alternatively, the Board could also direct staff to take this document and solicit three additional bids from qualified vendors, as opposed to a formal RFP process. In 2019, the Township conducted an RFQ for similar services and received only one response.



REQUEST FOR PROPOSALS (RFP)

COMMUNICATION & MEDIA CONSULTING SERVICES

for Colerain Township

Release Date: 03/11/2020

Response Deadline: 03/31/2020

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS (RFP) FOR COMMUNICATION & MEDIA CONSULTING
SERVICES**

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7500

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for communication and media consulting services until March 31, 2020.

All clarifying questions for this proposal should be direct to Geoff Milz, Township Administrator, via email at Gmilz@colerain.org. All questions should be submitted by March 21, 2020.

In order to properly submit a response, all responses should include a minimum of six hard copy, signed proposals. These should be submitted to the Township to the attention of Geoff Milz, Administrator, Re: Communications & Media Consulting Services RFP, at the address listed above not later than 4:00 p.m., March 31, 2020.

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

GENERAL INFORMATION

Colerain Township is a community of over 58,000 residents located over 43 square miles. The Township has one major regional retail corridor (Colerain Ave.), with several other retail centers dispersed throughout other areas of the Township. The largest employer in Colerain Township is Rumpke. Colerain Township is governed by three independently elected Trustees and one elected Fiscal Officer.

The Township has five main departments that are responsible for the delivery of basic services. These departments are: Administration, Fire & EMS, Planning & Zoning, Police, and Public Services. The Township is a full service Township staffed by approximately 260 employees.

Colerain Township currently operates several social media accounts and an electronic newsletter.

- [Colerain Township CERKL \(e-newsletter\)](#)
- [Colerain Township Facebook](#)
- [Colerain Fire Facebook](#)
- [Colerain Police Facebook](#)
- [Colerain Fire Twitter](#)

- [Colerain Police Twitter](#)

The Township does not currently have a dedicated communications person, and the Township's general communications are dispersed among the various departments. Therefore, most of the Township's communications are reactionary in nature. The Township is seeking a firm that will be able to proactively produce communications, in multiple mediums, to allow the Township to better tell its story in a way that reaches a wide variety of audiences.

PROJECT SCOPE

In an ideal world, Colerain Township would be able to locate a firm that is able to perform all of the following tasks. However, the Township understands that this is a robust list and different firms have different levels of experience, capacity, and expertise in particular media. Therefore, each company should elect, via Attachment A, which services they wish to provide Colerain Township. Contracts may be awarded in whole or in part depending on the quality of response and technical capability.

The list of services that the Township desires to contract for include:

- Serve as the external voice of the Township on all social media as the social media coordinator for the Township.
- Produce video, podcasts, and other audio content.
- Produce infographics, educational materials, newsletters, and press releases.
- Identify ways to expand on the Township's existing transparency initiatives and external facing platforms.
- Crisis communications.
- Transparency services, including the ability to enhance the Township's current focus on data transparency, data analysis, and program analysis.
- Provide strategic guidance and talking points to Township Officials in advance of public appearance or media covered events.
- Identify gaps in the current approach to communications efforts of the Township and make recommendations on how to enhance communications.

TIMELINES

- | | |
|-------------------------------------|--|
| 1. Township Trustees RFP Approval: | March 10, 2020 |
| 2. Proposal Deadline: | 4:00 p.m. (local time) on March 31, 2020 |
| 3. Internal Review Period: | March 31 – April 4, 2020 |
| 4. Interviews, if applicable: | April 6, 2020 |
| 5. Projected Township approval: | April 14, 2020 |
| 6. Projected Contract Commencement: | April 15, 2020 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on March 31, 2020.

EVALUATION CRITERIA

Proposals will be initially evaluated by internal Township staff, including the Township Administrator and Assistant Administrator. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision.

The Township understands that it is important to use a structured process that fairly compares different proposals based on a number of factors. The criteria for evaluating the proposals will be based upon a combination of the factors, including but not limited to the following:

1. Public Sector Experience
2. Written Communication
3. Social Media Experience
4. Video/Audio Communication
5. Advisory Communications
6. Public Sector References
7. Cost
8. Availability

Colerain Township Trustees must still approve a final contract and vendor selection before the process is completed.

RESPONSE FORMAT

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

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Qualifications.
2. Experience with Public Sector – A listing of three comparable projects with a description of services rendered (including any required subcontracting). Please include contact information.
3. List of Key Staff – A complete list of key personnel who will be involved with this project, including their experience and qualifications. In addition, any key sub-contractors and their staff should also be identified, if applicable.
4. Written Communication – Examples of press releases, educational materials, articles, creative design and infographics, and/or creative illustrations produced by the respondent.
5. Social Media Experience – Provide an overview of the overall approach to enhancing Colerain's approach to social media and ability to fulfill the approach. This could include the use of two-way communication; monitoring of social media; ability to

respond proactively; etc.

6. Video/Audio Communication Experience – Provide examples of prior experience in video production including editing, interviewing, short clips or informational videos.
7. Advisory Communication Experience – Provide the examples of prior experience in responding to emergencies, providing executive level guidance prior to media events, or other examples of advisory communications.
8. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
9. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
10. Cost Proposal/Fee Structure – Please provide a simple description or explanation of your firms billing structure. This can be either an hourly rate, set monthly fee, or other fee structure. If you are not selecting to provide all services listed, please indicate an estimated fee for each service type.
11. Availability – Please provide a description of the maximum and minimum hours available to the Township on a weekly basis.
12. Sample Contract – A copy of sample agreement/contract. This will allow the Township to expedite the review/award process. Please include any proposed performance measures that will allow the Township to gauge the effectiveness of the contract in this document.
13. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the proposal.

Terms and Conditions

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, to further negotiate proposals in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Proposals is entirely voluntary. The Request for Proposals does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Proposals in any respect. Responses which contain false or misleading statements, or

which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

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

ATTACHMENT A: SERVICES

Vendor Name: _____

Services to be provided:

- ☐ Social Media Coordinator
- ☐ Graphic Content Production, including video spotlights, podcasts, and other audio content.
- ☐ Written Content Production, including infographics, educational materials, newsletters, and press releases.
- ☐ Advisory Communications and Public Relations:
 - Transparency and Data
 - Crisis Communications
 - Provide strategic guidance and talking points to Township Officials in advance of public appearance or media covered events.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Adopting 2020 Permanent Appropriations

Recommend Approval of a Resolution Adopting the 2020 Permanent Appropriations in the amount of \$40,989,757.59.

Rationale:

The attached document contains the dollar by dollar change for each fund. A large portion of the increase in final appropriations is tied to additional road projects that are now planned for 2020 that include:

- \$300,000 for additional mill and fill in Mt. Healthy Heights also known as the "president streets"
- \$200,000 for a cape sealing project
- \$56,000 for storm water catch basin repairs
- \$50,000 for additional road paint, traffic indicators, and road lines

In addition to the above, there were also a number of purchase orders that were inadvertently closed at the end of 2019. For example, the purchase order tied to the authorized purchase of SCBAs for the Fire Department was closed and represented \$420,000 that needed to be reallocated in 2020.

Final appropriations represent \$40,989,757.59. This represents a 2.78% increase from temporary appropriations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of March, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-20

**RESOLUTION AUTHORIZING THE ADOPTION OF PERMANENT
APPROPRIATIONS FOR THE YEAR 2020**

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

1. Authorize the Fiscal Officer to prepare and submit a schedule of Permanent Appropriations for the year ending December 31, 2020 to the Hamilton County Budget Commission, as follows;

Fund	Description	Permanent Appropriations
1000	General	7,287,191.27
2011	Motor Vehicle License Tax	61,299.46
2021	Gasoline Tax	1,286,785.01
2031	Road & Bridge	1,110,613.13
2081	Police District	9,056,495.10
2111	Fire District	14,169,131.74
2181	Zoning	509,524.76
2231	Permissive Motor Vehicle License Tax	515,356.52
2261	Law Enforcement Trust	361,963.00
2271	Enforcement & Education	1,500.00
2281	Ambulance & Emergency Medical Services	1,906,278.05
2401	Special Assessment Lighting District	155,151.51
2901	TIF - Kroger	238,125.00
2902	Recycling Incentive	87,055.68
2903	TIF - Colerain Towne Center	92,070.00
2907	TIF - Stone Creek	0
2908	CDBG	207,698.00
2910	TIF - Best Buy	0
2911	Parks & Services	2,385,369.31
2912	Community Center	617,150.06
3102	Bond Retirement Parks	308,200.00
3103	Bond Retirement PW Bldg.	216,200.00

3105	Bond Retirement - Streetscape	178,400.00
3301	Bond Retirement - Special Fire Assessment	238,200.00
4401	NSP	-
4409	OPWC	-

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

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

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of March, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)

Colerain Township Asst. Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2020.

Heather E. Harlow
Colerain Township Fiscal Officer

Fund	Description	Permanent Appropriations	Temporary Apporpriations	Variance	% Variance
1000	General	7,287,191.27	7,693,553.00	(406,361.73)	-5.28%
2011	Motor Vehicle License Tax	61,299.46	61,299.00	0.46	0.00%
2021	Gasoline Tax	1,286,785.01	703,310.00	583,475.01	82.96%
2031	Road & Bridge	1,110,613.13	981,913.00	128,700.13	13.11%
2081	Police District	9,056,495.10	9,027,197.00	29,298.10	0.32%
2111	Fire District	14,169,131.74	13,745,930.00	423,201.74	3.08%
2181	Zoning	509,524.76	621,401.00	(111,876.24)	-18.00%
2231	Permissive Motor Vehicle License Tax	515,356.52	315,357.00	199,999.52	63.42%
2261	Law Enforcement Trust	361,963.00	229,927.00	132,036.00	57.43%
2271	Enforcement & Education	1,500.00	1,500.00	-	0.00%
2281	Ambulance & Emergency Medical Services	1,906,278.05	1,913,497.00	(7,218.95)	-0.38%
2401	Special Assessment Lighting District	155,151.51	155,152.00	(0.49)	0.00%
2901	TIF - Kroger	238,125.00	238,125.00	-	0.00%
2902	Recycling Incentive	87,055.68	54,356.00	32,699.68	60.16%
2903	TIF - Colerain Towne Center	92,070.00	92,070.00	-	0.00%
2907	TIF - Stone Creek	-	-	-	0.00%
2908	CDBG	207,698.00	200,000.00	7,698.00	3.85%
2910	TIF - Best Buy	-	-	-	0.00%
2911	Parks & Services	2,385,369.31	2,361,694.00	23,675.31	1.00%
2912	Community Center	617,150.06	543,978.00	73,172.06	13.45%
3102	Bond Retirement Parks	308,200.00	308,200.00	-	0.00%
3103	Bond Retirement PW Bldg.	216,200.00	216,200.00	-	0.00%
3105	Bond Retirement - Streetscape	178,400.00	178,400.00	-	0.00%
3301	Bond Retirement - Special Fire Assessment	238,200.00	238,200.00	-	0.00%
4401	NSP	-	-	-	0.00%
4409	OPWC	-	-	-	0.00%
		40,989,757.59	39,881,259.00	1,108,498.59	2.78%

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Energy Alliances - Letter of Authorization

Recommend approval of all consent agenda items.

Rationale:

Colerain Township currently contracts with Energy Alliances, Inc. for electric and gas aggregation services. In order to effectively administer the aggregation program on behalf of Colerain Township, the Township needs to provide a letter of authorization for release of the eligible customer list from Duke Energy to Energy Alliances.

Letter of Authorization
For Release of a Governmental Eligible Customer List

Enter name of community below (hereinafter referred to as Community)

Community Name: Colerain Township, Hamilton County

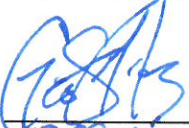
Enter Name of PUCO Certified Aggregator below (hereinafter referred to as Aggregator)

Aggregator Name: Energy Alliances, Inc. – 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236

This letter of authorization is to inform Duke Energy Ohio, Inc. that Community is working with Aggregator for a Governmental Aggregation Program. Community is authorizing Aggregator to request an Eligible Customer List and subsequent "Refresh Lists" from Duke Energy Ohio, Inc. Unless otherwise specified, Community will be responsible for the fees associated with Gas Eligible Customer Lists.

Community Authorization and Contact Information

I authorize the release of the Eligible Customer List mentioned above and subsequent "Refresh Lists" up to the Expiration Date specified below. I also understand there are fees associated with any Gas Eligible Customer Lists I authorize:

Signature: 

Name: Geoff Mitz

Title: Township Administrator

Date: 2.10.20

Phone Number: 513.8923.5000

Email: ~~gmilz@colrain.org~~ gmilz@colrain.org

Expiration Date: : May 31, 2023

Signed documents should be scanned and emailed to: CSBCreps@duke-energy.com

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Duke Energy for Capstan Lighting District

Recommend approval of all consent agenda items.

Rationale:

The final executed agreement associated with the established lighting district along Capstan Drive is attached.



2/12/2020

COLERAIN TOWNSHIP GENERAL STREETLIGHTING
4200 SPRINGDALE RD
CINCINNATI, OH 45251-1419

Subject: CAPSTAN DRIVE LIGHTING

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Andrew Manning
andrew.manning@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance	FRFOLCLM0000014149	2/12/2020
	Agreement Coverage	Agreement Number	Current Date
35002209	32519976 75025 S485	V462 FRFOL	UDES
Customer Account Number	Request Number Corp.	CP Center LOC	Work Code Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Ohio, 139 East Fourth Street, Cincinnati, OH 45202

Business Name		This Agreement has an Initial Term selected by Customer. The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Customer Name	COLERAIN TOWNSHIP GENERAL STREETLIGHTING	
Service Location or Subdivision	CAPSTAN DRIVE LIGHTING	
Service Address		
Service Address		Notes:
Service City, State, Zip code		
Mailing Name	COLERAIN TOWNSHIP GENERAL STREETLIGHTING	
Mailing Business Name		
Mailing Address	4200 SPRINGDALE RD	
Mailing Address		
Mailing City, State, Zip code	CINCINNATI OH 45251-1419	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 5/12/2020
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

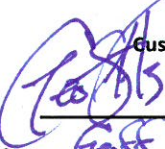
CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,966.56	\$10.22	\$0.57	5	\$10.79	\$2.16	\$2.16
Option B - 1 Year Agreement Initial Term	\$258.35	\$10.22	\$0.57	5	\$269.14	\$53.83	\$2.16
Option C - 3 Year Agreement Initial Term	\$89.57	\$10.22	\$0.57	5	\$100.36	\$20.07	\$2.16
Option D - 5 Year Agreement Initial Term	\$61.43	\$10.22	\$0.57	5	\$72.21	\$14.44	\$2.16
Option E - 7 Year Agreement Initial Term	\$49.67	\$10.22	\$0.57	5	\$60.45	\$12.09	\$2.16
Option F - 10 Year Agreement Initial Term	\$41.27	\$10.22	\$0.57	5	\$52.06	\$10.41	\$2.16

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ F ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature 		Signature 
Printed Name Andrew Manning		Printed Name Geoff Alz
Date 2/12/2020		Date 2.12.20

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 50W Gray (RAL7038) Type III	4,521	50	0.0500	208	\$2.04	\$0.11	5	\$10.79
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									10.79

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 1/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
6	Existing Pole	5

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
5	Side Mount Bracket - 18 IN - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature

Date

2.12.20

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B – AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Project Change Order - OpenGov

Recommend approval of all consent agenda items.

Rationale:

Colerain Township recently entered into an agreement with OpenGov for an integration between the OpenGov platform and the Township's accounting software (UAN). After several months of trying, OpenGov determined that they were unable to deliver on the integration due to challenges with the UAN system.

Colerain has agreed to swap this integration for the activation of an additional OpenGov module. This financial impact of this change order is \$0.

OPENGOV, INC. Amendment 1 TO OPENGOV, INC. SOFTWARE AGREEMENT

**Amendment 1 to the
OpenGov, Inc. Software Agreement
with
Township of Colerain, OH**

This Amendment 1 ("Amendment 1") dated February 10, 2020 ("Amendment 1 Effective Date"), to that **OpenGov, Inc. Software Agreement** between the parties dated June 13, 2019 ("Agreement") is made by and between OpenGov, Inc. a Delaware Corporation ("OpenGov") and Township of Colerain, OH ("Customer").

1. Definitions. The definitions of certain terms used in this Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

2. Software Services and Fees: Delete the following Software Services Table:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Financial Integration	6/13/2019	6/12/2023	4	\$2,200.00

And replace it with the following Software Services Table:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Financial Integration	6/13/2019	1/31/2020	Prorated	\$2,200.00*
Story Builder	2/1/2020	6/12/2020	Prorated	
Story Builder	6/13/2020	6/12/2023	3	\$2,200.00

*Customer has already paid \$2,200.00

3. Statement of Work: This Amendment includes and incorporates the OpenGov Statement of Work attached and incorporated herein.

4. Legal Effect. The modifications set forth in this Amendment 1 are effective as of the date first written above. This Amendment 1 shall expire unless signed by Customer by March 31, 2020. Except as expressly amended or modified by the terms of this Amendment 1, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 1 to be executed by their duly authorized representatives as of the date and year first written above.

Customer: Township of Colerain, OH

OpenGov, Inc.

Signature

Name

Title

Date

[Signature]
[Signature]
Township Administrator
2.10.20

Signature

Name

Title

Date

DocuSigned by:
Paul H. Denton
A7E3687D6FFE426...
Paul Denton
CFO
2/4/2020

Project Change Order

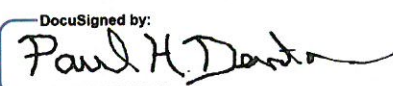
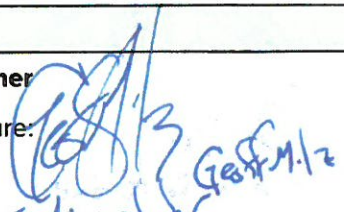
Customer: **Township of Colerain, OH**

Project: **OpenGov Cloud Implementation -
Stories Access and Deployment**

Date Requested: **01/21/20**

Requested by: **Meredith Behm**

Reason for Change	
Customer purchased an ERP integration to their UAN system in 2019. After several months of trying, OpenGov determined that we are unable to deliver on the integration due to challenges with the UAN system. Customer has agreed to swap their integration for access and training on Stories. This change order documents Customer's agreement to that change and defines the scope of the Stories access and deployment for Customer.	
Scope of Change	
Stories	● Deliverables and Activities ○ Up to 2 story conceptualizing sessions ○ Configure 1 OpenGov standard story ○ Configure up to 2 customized Stories templates ○ Administrator training
Project Impact (Schedule and Cost)	
OpenGov estimates Stories access and deployment to take up to 10 hours. OpenGov will not be charging any additional services costs to Customer.	

Approvals	
OpenGov DocuSigned by: Signature:  Name: Paul Denton Title: CFO Date: 2/4/2020	Customer Signature:  Name: Geoff M. / 2 Title: Twp Administrator Date: 1.22.20

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize the Hiring of a Part-Time Department of Fire & EMS Employees

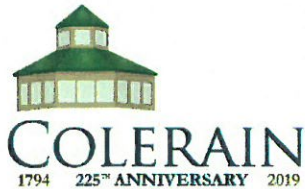
Recommend approval of all consent agenda items.

Rationale:

The recommended listed candidates are requested to fill several vacant part-time firefighter EMT positions. The candidate's hiring will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. Each candidate's start date will be effective as soon as possible after Sunday, March 22, 2020, following compliance of the aforementioned conditions with a one-year probationary period.

Authorization is requested to conditionally hire the following candidate as part-time fire department employee at the specified hourly pay rate:

- Austin Flannery – Firefighter Emergency Medical Technician – Basic (EMT-B): \$14.50 per hour,
- Joshua Houchens: Firefighter EMT-B: \$14.50 per hour,
- Jamie Hubbard: EMT-Paramedic: \$15.50 per hour,
- Tyler Humphries: Firefighter EMT-B: \$14.50 per hour,
- Collin Lawson: Firefighter EMT-B: \$14.50 per hour, and
- Tyler Marsan: Firefighter EMT-Paramedic: \$15.93 per hour.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 2407- PT Firefighter Paramedic/ EMT Position Number: 2407- PT Firefighter Paramedic/EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Tyler Marsan

Hourly rate: \$15.93 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-Paramedic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *[Signature]*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

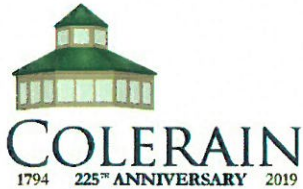
Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 130- PT Firefighter Paramedic/ EMT Position Number: 2420- PT Firefighter Paramedic/ EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Austin Flannery

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-Basic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *[Signature]*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

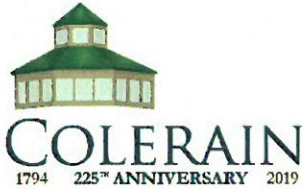
Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 130- PT Firefighter Paramedic/ EMT Position Number: 2422- PT Firefighter Paramedic/ EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Collin Lawson

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-Basic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *[Signature]*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

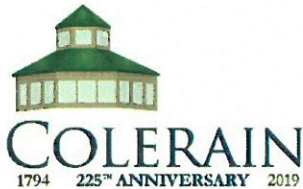
Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 130- PT Firefighter Paramedic/ EMT Position Number: 2433- PT Firefighter Paramedic/ EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Joshua Houchens

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-Basic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *[Signature]*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

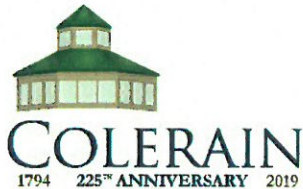
Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 130- PT Firefighter Paramedic/ EMT Position Number: 2443- PT Firefighter Paramedic/ EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jamie Hubbard

Hourly rate: \$15.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time EMT-Paramedic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *G. A. [Signature]*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

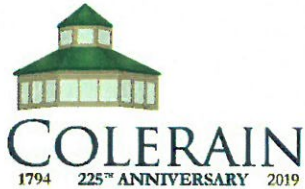
Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 130- PT Firefighter Paramedic/ EMT Position Number: 2453- PT Firefighter Paramedic/ EMT

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Tyler Humphries

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30 hrs. Per week max.

Proposed start date: Mar. 22, 2020 Eligibility Date: Mar. 22, 2020

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-Basic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: Feb. 28, 2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 22, 2020

Administrator Signature: *Frank Cook*

Date: *3.3.20*

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Rolling Process

Date posting closed: Rolling Process

Interview Committee: Shane Packer, Chris Hopkins, Bradley Miller

Interview dates: Feb. 19 – 21 & 24, 2020

Number of applications: 24

Number of candidates interviewed: 8

CONSENT ITEMS

Department: Public Services

Department Head:

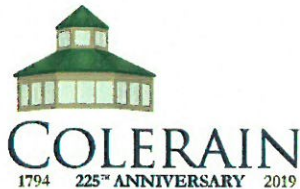
Motion to Authorize the Hiring of a Seasonal Maintenance Worker

Recommend approval of all consent agenda items.

Rationale:

Annually, Public Services hires seasonal employees to work a variety of positions.

The recommendation is to approve the hiring of Benjamin Engel as a part-time maintenance worker to work seasonally in the Parks Division of Public Services. Mr. Engel has previously worked with Colerain Township Public Services and the City of Forest Park. Starting rate is \$12.50/hour. Start date would be March 23, 2020.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163- Seasonal Maintenance Worker Position Number: 5118- Seasonal Maintenance Worker

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Benjamin Engel

Hourly rate: \$12.50 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hrs/wk

Proposed start date: March 23, 2020 Eligibility Date: March 23, 2020

Tentative schedule of hours:

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jackie O'Connell

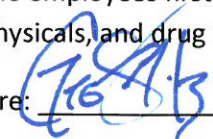
Signature: Jackie O'Connell

Date: 2/27/2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: March 23, 2020

Administrator Signature: 

Date: 3.3.20

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 2/12/2020

Date posting closed: Continuously open during summer

Interview Committee: Roger Krebs,

Interview dates: Click or tap here to enter text.

Number of applications: 5

Number of candidates interviewed: 1

FISCAL OFFICE REPORT

Department: Fiscal Office

Department Head: Heather Harlow, Fiscal Officer

Motion to Authorize the Advance of Funds

Recommend adoption of a motion authorizing inter-fund **advance** for the following:

From the General Fund:

\$998.00 to the CDBG fund 2908

Rationale:

In January 2020, Rock Solid Construction demolished 7600 Schuster Road. At its meeting on February 11, 2020 the Trustees approved the advance of \$6,700 to allow for a partial payment of the contracted amount. This advance will complete the payment for the demolition, consistent with the contract. Both advances will be reimbursed by Hamilton County Planning & Development using CDBG funds.