

Regular Meeting of the Board of Trustees - April 14

April 14, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7:00 PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes from March 10, 2020 and March 16, 2020**
- 5. Presentations**
 - a. Presentation: COVID-19 Update
 - b. Presentation: Financial Impacts of COVID-19 Pandemic
 - c. Crime Analyst Update
 - d. Presentation: Fire Department Needs Assessment & Financial Outlook
- 6. Public Hearings**
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

Public Safety

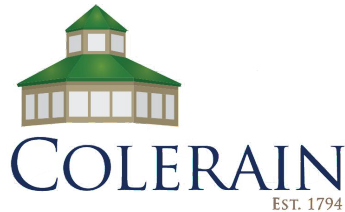
Public Services

- a. Motion to Approve Contract for Commons Circle Headwall Repair
- b. Motion to Purchase Capital Equipment
- c. Motion to Approve Public Service's Vehicles and Equipment for Auction.

Planning & Zoning

- a. Motion to Award A Tactical Urbanism Grant For An Amount Not To Exceed \$500.00 To Construct A Community Garden.
- b. Motion To Authorize The Township Administrator To Execute A Contract For Nuisance Abatement
- c. Motion Authorizing And Directing Staff To Reimburse The Owner Of 6384 Conifer Lane For A Special Assessment

Administration



- a. Resolution to Remove Hamilton County Parcel Number 510-0103-0251 from Kroger TIF Site
- b. Resolution to Amend Organizational Chart and Roster
- c. Resolution Authorizing the Adoption of an Alternative Method of Apportioning the Local Government Fund
- d. Motion Authorizing the Township Administrator to Enter into a Contract with Waycross for Communication Services
- e. Resolution Extending the Emergency Declaration in Colerain Township
- f. Discussion of Establishing Business Support Programs
- g. Discussion of Establishing Local Social Service Support Programs

11. Old Business

- a. Policy Book Discussion

12. Consent Items

- a. Contract with Cincinnati State for Partnership Agreement for Paramedic Program
- b. Motion to Accept Donation
- c. Contract with Integrated Engineering - Safety Grant Application Preparation
- d. Contract with Protegis for Fire Suppression System Repair
- e. Contract with Buckeye Power Systems for Generator Maintenance
- f. Contract with Winelco Environmental Contractors for Sewage Treatment System Maintenance
- g. Contract with Greg Flammers for Sidewalk Inspection Services
- h. Part-Time Hires - Public Services - Parks' Laborer
- i. MOU with AFSCME Local 3553 Waiving Grievance Time Limits Until April 30, 2020
- j. New Hire - Administration - Receptionist
- k. Motion to Authorize the Hiring a Full-Time Firefighter

13. Fiscal Office Report

14. Adjournment

15. Executive Session – if needed

PRESENTATIONS

Department: Administration

Department Head: Frank Cook, Fire Chief

Presentation: COVID-19 Update

Chief Cook, Chief Conn and Captain Packer will deliver an update to the board on our preparation and response to the Covid-19 Pandemic.

Rationale:

PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

Presentation: Financial Impacts of COVID-19 Pandemic

Township Administrator, Geoff Milz, will give an update on the current outlook for the impacts to revenues and expenses as a result of the COVID-19 pandemic.

Rationale:

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Crime Analyst Update

Brandon Kyle

Rationale:

PRESENTATIONS

Department: Administration

Department Head: Frank Cook, Fire Chief

Presentation: Fire Department Needs Assessment & Financial Outlook

Fire Chief Frank Cook will present on the financial forecast for the Department of Fire and EMS and the future capital and operational needs of the department.

Rationale:

PUBLIC SERVICES

Department: Public Services

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

Motion to Approve Contract for Commons Circle Headwall Repair

Recommend adoption of a motion to approve the Common Circle Headwall Repair contract for \$53,317 with Masters Group and to authorize the Township Administrator to execute all related documents.

Rationale:

Bids were opened on March 18, and bidders and bids were as follows:

- Masters Group - \$53,317
- John P Tumlin - \$60,014
- Fred Nemann - \$62,415
- Rack and Ballauer - \$71,430
- Ford Development - \$75,515

This item was included in the 2020 Budget.

**SPECIFICATIONS & CONTRACT
DOCUMENTS**

FOR

**Commons Circle Storm Water
Headwall Repair**

**Colerain Township
Hamilton County, Ohio**

February, 2020

**JMA CONSULTANTS, INC.
ENGINEERS-SURVEYORS
4357 HARRISON AVENUE
CINCINNATI, OHIO 45211**

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Prevailing Wage Decision

LEGAL NOTICE

Sealed proposals will be received at the Colerain Township Community Center, 4200, Springdale Road, Colerain Township, Ohio 45251 **until 11:00 a.m. local time on Thursday, February 27, 2020** and will be publicly opened and read aloud immediately thereafter for furnishing all labor, materials and equipment necessary to complete the project known as **COMMONS CIRCLE STORM WATER HEADWALL REPAIR**.

Copies of the Plans, Specifications and Contract Documents may be obtained at JMA Consultants, Inc., 4357 Harrison Avenue, Cincinnati, Ohio 45211 for a non-refundable fee of \$100.00 for each set of documents.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security in Bond form shall be issued by a surety company or corporation licensed in the State of Ohio in the full amount of one hundred percent (100%) of the bid amount.

Each bid must be submitted in a sealed envelope plainly marked COMMONS CIRCLE STORM WATER HEADWALL REPAIR on the outside of the envelope. Each bid must contain the full name of every person(s) or company interested in the same.

The successful bidder, upon receipt of acceptance of their proposal, must furnish 100% Performance Bond and 100% Labor and Material Payment Bond to the Owner.

All bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and the Colerain Township as determined by the Ohio Department of Commerce, Bureau of Wage & Hour Administration.

Colerain Township reserves the right to waive irregularities and to reject any or all bids.

**GENERAL CONDITIONS
INFORMATION AND INSTRUCTIONS TO BIDDERS**

FOR

**COMMONS CIRCLE STORM WATER HEADWALL REPAIR
COLERAIN TOWNSHIP**

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2019 (and the City of Cincinnati Supplement thereto), with amendments, deletions and additions as specifically set forth herein and adopted and made a part of these Contract Documents.

All references to the Director of Highways, the First Assistant Director and Chief Engineer, the Deputy Director of Design and Construction, the Deputy Director of Operations, the Engineer of Construction, the Engineer of Maintenance, the Engineer of Bridges, the Engineer of Tests, shall be considered to read Colerain Township.

All references to the State, the State of Ohio, the Department, the Department of Highways, or the Highway Department shall be considered to read Colerain Township.

ADDENDA

Notify the Engineer promptly of any discrepancies in, or omissions from the Contract Documents. The Engineer will issue a clarifying addendum to each person on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than seven (7) days prior to bid date cannot be answered. Any addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

DEFINITIONS AND TERMS

Colerain Township, when used, shall mean the party of the first part or its properly authorized agents acting severally within the scope of the particular duties and responsibilities entrusted to them and hereinafter referred to as "OWNER".

Engineer, when used, shall mean JMA Consultants, Inc., or any other person duly authorized by the Owner to act in its behalf on the Project.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS & SITE OF WORK

The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans, specifications, contract forms, general conditions, addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by boring or test pits, permits by which will be issued by the Engineer. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.

COMPETENCY OF BIDDERS

The Owner requires that the Bidder shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents.

In order that the Owner may award the project to the "lowest and best bidder", the Bidder is advised that the Owner may conduct such investigations (written or oral, confidential or nonconfidential) as it may at its sole option to undertake, which investigation will help establish the responsibility, including qualifications, experience on similar projects, financial condition, conduct and performance on previous contracts, proposed subcontractors, suppliers and/or other party proposed to perform or furnish work or materials in accordance with the Contract Documents, facilities and equipment, management skills, and ability to execute the contract properly.

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigations of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.

INTERPRETATION OF QUANTITIES

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Form by examination of the site and a review of the drawings and specifications including Addenda.

After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done. Upon discovering errors, inconsistencies or ambiguities in the construction documents, Bidders shall report this at once to the Engineer.

The Owner reserves the right to make, at any time during the process of the work, such increases or decreases in the amount of work as may be found to be necessary or desirable. The quantities appearing on the bid form are approximate only and are prepared for comparison of bids. Payment will be made only for the actual quantities of work performed and completed. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated estimated quantities.

The estimate of quantities of work, if included in the Proposal, is approximate only, and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the Owner in calculating the total amount of the Proposal for comparison of bids, not for the purpose of limiting competition.

WITHDRAWAL OF PROPOSAL

Bidder may withdraw his Bid, in person only, at any time prior to the scheduled time for closing the receipt of Bids. Withdrawals after the scheduled time for closing the receipt of Bids will not be permitted for a period of sixty (60) days.

CONSIDERATION OF PROPOSAL

In the event of a discrepancy between unit bid prices and extensions thereof, the unit price bid shall govern.

The Owner may waive any informalities or minor defects or reject any and all bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. The Owner shall declare a bid non-responsive as indicated in Section 102.14.

In the event that a Bidder's bid is substantially lower than the other bids for the same work and the bidder wishes to withdraw his bid, and the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical error as opposed to a judgment error & was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor or materials made directly in the compilation of the bid, the Bidder shall have in the Owner's hands, within two business days (48 business day hours) after the time of bid opening stated in the bidding documents, a written request for consideration of withdrawal of his bid.

After due consideration of the bidding error, the Owner may, at his discretion, permit withdrawal of the bid.

The Owner reserves the right to reject any and all unit prices in the event that such prices are considered excessive or unreasonable.

If any person contemplating the submission of a bid for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, he shall submit a written request for an interpretation thereof to the Engineer. The person making the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued to each person receiving a set of such Documents. Neither the Owner nor his authorized representative will be responsible for explanation or interpretations of proposed Documents except as issued in accordance herewith.

Should there be any reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

AWARD OF CONTRACT

The Contractor shall, within ten (10) days from the date of the "Notice of Award", furnish to the Owner, four (4) copies of the required "Contract Bonds" and proof of Insurance Coverage, and shall sign the "Form of Contract".

The Contracts shall be considered as awarded only after (1) the Owner is satisfied as to the Surety or Sureties offered by the Contractor on the contract bonds guaranteeing his performance of the Contract; (2) the proof of insurance coverage is satisfactory; and (3) the authorized representative(s) of the Owner has/have affixed his/their signature(s) thereto.

Award will be made to the lowest and best Bidder as determined solely at the discretion of the Owner.

FORFEITURE OF CONTRACT

If the party to whom the "Notice of Award" has been mailed, has not executed the "Form of Contract", the "Contract Bonds" and provided Proof of Insurance within ten (10) days as specified in the section entitled "Final Award", he shall be considered in default thereof, and the Owner, in addition to any other remedies at law or equity available to Owner, may retain the deposit accompanying his proposal as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work and to indemnify said Owner for any loss which he may sustain.

The Project may then be re-bid or let to another bidder, as the Owner may determine.

PROPOSAL

Bid security of all except the three (3) lowest bidders will be returned within ten (10) days after the opening of bids. Bid security of the three (3) lowest bidders will be returned within ten (10) days after the Contract has been executed with the successful Bidder and the required bonds have been finally approved by the Owner.

If the required Contract and Contract Bonds have been executed within sixty (60) days after the time specified in the "Information for Bidders" for the Owner to evaluate bids, the bid security of any bidder will be returned upon his request, provided he has not been given "Notice of Award" prior to the date of such request.

Any Bidder may withdraw his Proposal, providing his written request is received by the Owner prior to the specified time of opening the bids, or he may change or modify the Proposal in the same manner in which it was originally submitted, but no bidder may withdraw his Proposal after the specified time of the opening of bids.

Proposals received after the specified time of the bid opening will be returned to the bidder unopened.

Telegraphic bids will not be considered but modifications by telegraph of bids already submitted will be considered if the telegram in writing is received by the Owner prior to the specified time of the opening of bids.

PREPARATION AND SUBMISSION OF BID

Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside with the name of the Bidder, his address, and the name of the Project for which the Bid is submitted. If forwarded by mail, the Bid must be transmitted in a separate mailing envelope.

One copy of the Bid Form is required. All blank spaces for Bid Prices must be filled in ink or typewritten.

All bids must be submitted on the original bid forms furnished by the Owner. They shall be signed in ink by an authorized representative of the bidder. Interlineations, alterations or changes in a bid must be explained or noted over the signature of the bidder.

Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner, however, the Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as he may deem best for his interest.

Whenever in any of the Contract Documents, an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency and not for the purpose of limiting competition.

COMPLETION DATE

It is in the Owner's interest to minimize disturbance to its residents. The Contractor shall state in his proposal the number of calendar days he will require after signing the Contract to complete the work as specified.

The calendar days established for completion of the work in the Proposal shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided.

However, neither the Contractor nor any Subcontractor shall commence any work on the Project under this Contract until the "Notice to Proceed" has been issued and all insurance requirements are met and approved.

The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time for completion of work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor fails to complete the work within the Contract time, then the Contractor will pay to the Owner, the amount for liquidated damages as specified herein for such calendar days that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess when the delays in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Engineer.

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, fires, floods epidemic, quarantine, restrictions, strike, freight embargoes, and abnormal and unforeseeable weather.

EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned together with the Contract Bond and other Contract Documents within ten (10) days after the Bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the Owner to consider another bidder. No proposal shall be considered binding upon the Owner until the execution of the Contract.

If the Contract is not executed by the Owner within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his bid without prejudice.

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of a resolution of the Directors of the corporation, authorizing him to sign the Contract.

CONTRACTOR'S INSURANCE

Before starting work, the Contractor shall furnish to the Owner, certificates from the Contractor's insurance company, including Ohio Industrial Commission, acceptable to the Owner, that insurance has been issued to the Contractor providing for insurance as listed below. Such certificates shall state that the insurance companies will give the Owner not less than 30 days notice prior to any cancellation or material change in such policies.

1. The Contractor and all Subcontractors shall furnish an unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Worker's Compensation Act. He may elect to keep one copy permanently on file with the Owner, in which event it will be necessary to furnish two copies with his first Contract and one copy each and every time further premiums are paid. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the Owner.
2. The Contractor shall furnish one copy of a Commercial General Liability (CGL) policy covering against bodily injury liability and property damage for not less than a combined single limit of \$500,000 per occurrence and a \$2,000,000 aggregate limit covering the exposures of (a) premises and operations, (b) the explosion, collapse and underground hazards, (c) broad form property damage liability, (d) products/completed operations liability hazards, (e) contingent liability and (f) contractual liability, as assumed by the Contractor hereunder. In addition, the Owner shall be named additional insured. Contractors Protective Liability for Subcontractors actions shall be the same limits as required for Commercial General Liability (CGL).
3. Umbrella Liability Insurance shall be carried for not less than a \$2,000,000 limit for bodily injury and property damage.
4. The Contractor shall furnish proof of an Automobile Liability policy covering against bodily injury and property damage liability for not less than a combined single limit of \$500,000 per accident covering the exposure of owned autos, non-owned autos and hired autos including coverage for uninsured motorists, with the Owner to be listed as an additional insured.
5. The Contractor waives all claims against the Owner and Engineer for any loss, damage, or loss of use to Contractor's equipment and tools used in the performance of the work and agrees to obtain permission for waiver of subrogation from his insurer, if carried.

Contractor shall require Subcontractors to carry CGL, Auto, Workers' Compensation and Umbrella coverage for equivalent limits and certify same to Contractor.

All of the insurance referred to above shall be subject to the approval of the Owner and shall be kept in full force and effect, during the term of the project, and in respect to completed operations, coverage shall apply for two years after completion. The Engineer assumes no responsibility for the adequacy of insurance limits and coverages.

LIQUIDATED DAMAGES

Failure to complete the project within the agreed timeframe shall subject the Contractor to liquated damages. Said damages shall be assessed against the prime Contractor in accordance with Section 108.06 and 108.07 of the State of Ohio Department of Transportation Construction & Material Specifications. No exceptions will be made.

BUY OHIO PROVISIONS

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services and labor in the implementation of the project.

SCOPE OF WORK

The Contractor shall do all the work and furnish all materials, except as herein otherwise specified, necessary or proper for performing and completing the work of the Contract. The methods, materials and appliances used, therefore, must be such as will produce the quality of work specified and ensure safety to the public and property.

In the event the Contractor will be temporarily blocking the access to any property during some period of construction, he must notify all residential or business occupants at least 24 hours before said blockage to allow them time to move any vehicles in or out.

INTERFERENCE WITH EXISTING STRUCTURES

The Contractor shall notify, at least forty-eight (48) hours before breaking ground, the Owner and all public service corporations whose wires, pipes, conduits and other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department and Police Department of the temporary blocking of any street.

RIGHTS IN THE USE OF MATERIALS FOUND ON THE PROJECT SITE

Old materials not reserved by the Owner and not to be used in the work will become the property of and must be disposed of by the Contractor.

CLEAN-UP DURING CONSTRUCTION

The Contractor shall at all times, maintain the job site and working areas in an orderly condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails to maintain the job site and working area in a condition satisfactory to the Owner, the Owner shall have the right to employ others to do so at the Contractor's expense. The Contractor shall be responsible for clean up prior to the end of each working day.

FINAL CLEAN UP

As soon as portions of the work are ready for use, they shall be thoroughly cleaned by the Contractor of all dirt and rubbish, and cleared of all materials, forms, false work, temporary structures and equipment. The Contractor shall also clean out all sewer drains, inlets, manholes and other underground lines and structures built by him or affected by his work.

CONTROL OF WORK

DECISIONS

All the work under this Contract shall be done in accordance with the Plans and Specifications. The Engineer will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder and will decide all questions of fact, but not of law, which may arise as to the fulfillment of the contract on the part of the Contractor. The Engineer's determination and decision thereon shall be final and conclusive and such determination and decision, in case any questions of fact arise, shall be a condition precedent to the right of the Contractor to receive any monies hereunder.

PLANS, PROFILES AND SPECIFICATIONS

Any requirements appearing in any one of the Contract Documents or Drawings is as binding as though appearing in all. The Plans, Profiles and Specifications are intended to be explanatory of and supplementary to one another, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation or interpretations of the Engineer shall be final and binding on the Contractor. Correction of any error or omission in the Plans and Specifications may be made by the Engineer when such correction is necessary to clarify the intended meaning. In case of conflict, the Specifications shall take precedence over the Plans.

COPIES OF DRAWINGS AND SPECIFICATIONS

The Owner will furnish the successful Contractor three (3) additional copies of Drawings, Specifications and subsequent revisions free of charge. Additional copies may be purchased at the cost of reproduction.

BENCH MARK AND PROPERTY LINE MONUMENTS

Where benchmark and property line monuments are encountered in the work, they shall remain undisturbed except upon express direction of the Engineer.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer or his representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove and uncover such portions of the unfinished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specification. Should the work thus exposed or examined prove acceptable, the uncovering, removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or material used without inspection by an authorized representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered or obligate the Owner to final acceptance.

The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of operations requiring plant or field inspection. The Owner will pay the cost of all inspection unless specifically stated otherwise.

At the direction of the Engineer, the Owner will charge the Contractor with inspection costs when it incurs additional expense for such because of:

1. Reinspection due to rejection;
2. Use of inspected materials on other than the Owner's work;
3. When inspection is requested and cannot be performed;
4. For any other cause over which the Owner has no control.

These charges for unnecessary inspection or inspection costs due to causes within the Contractor's control will be deducted from amounts due the Contractor at the completion of the work.

SUBCONTRACTORS

The Contractor shall furnish the Engineer with the names of subcontractors proposed at the pre-construction meeting and shall not employ any subcontractor that the Engineer objects to as incompetent or unfit. Previous work on similar projects shall be a consideration. The Contractor shall be responsible to the Owner for his subcontractors.

SUBLETTING, ASSIGNING

Except for the supplying of materials, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without written consent of the Owner. Such consent shall not release or relieve the Contractor or his surety from any obligation or liability under the Contract. In no case will the Contractor be permitted to sublet more than **fifty percent (50%)** of the total Contract cost, as determined by the bid items and costs on the Bid Form. Unbalanced bids shall be rejected.

SANITARY PROVISIONS

The Contractor shall provide and maintain, in a clean and satisfactory condition, sanitary conveniences for the use of the persons engaged in the work.

BLASTING

No blasting of any kind will be permitted on this project.

RESPONSIBILITY FOR DAMAGE

The Contractor and Surety shall indemnify and save the Owner and all of its representatives harmless from and against all suits, actions or claims of any character brought on account of actual or alleged damages, accidents, injuries or losses sustained by any person or property resulting from any negligent act, error, or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same. As much of the money due or to become due the Contractor under the Contract, as may be considered necessary by the Owner, will be retained by the Owner to protect itself against loss until all suits or damage claims shall have been settled, and satisfactory evidence to that effect shall have been furnished to the Owner, provided however, that no money shall be so withheld except where the reasonable estimated amount of potential claims exceeds the applicable limits of the insurance requirements.

CONTRACTOR'S CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any alleged damage, make a written statement to the Engineer of the nature of the alleged damage. On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with claims an itemized statement of the details and amount of the damage.

Upon request of the Engineer, the Contractor shall give him access to all books or papers containing evidence relative to the amount of such damage.

Unless such statements shall be filed as thus required, the Contractor's claims for compensation shall be forfeited, and invalidated, and he shall not be entitled to payment on account of any such damage.

DELAY AND EXTENSION OF TIME

If the work is delayed by act or neglect of the Engineer or Owner, or by strikes, lockouts, fires or other causes beyond the Contractor's control, the time completion must be extended by the Owner an amount equal to the time unavoidably lost.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the work in accordance with the Plans and Specifications, or if the provisions for the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and his Surety, the Owner shall have the right to declare the Contractor in default on the Contract and, unless within ten days after service of said notice, the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed upon the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Owner will immediately notify the Contractor and his surety of such action, and will at once cause the work already done to be measured and computed.

The action of the Owner in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claims or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the work, provided, however, that the Surety shall notify the Owner in writing of its intent to do so within twenty (20) days after the notice of the default of the Contract.

Such completion of the work by the surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Owner shall cause the work to be completed under a second Contract. If the cost of work done under the second Contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

They shall also pay all cost and expense of reletting the work and all damages resulting from noncompletion of the work within the Contract time. If, when the work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the

work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten (10) days written notice to the Owner, if any public authority should stop the work for three months, or if the Engineer should fail to issue a certificate of payment, or if the Owner should fail in accordance with this agreement.

UTILITY NOTIFICATION

The Contractor shall notify at least two (2) working days but no more than ten (10) days prior to commencing work on all public and private service companies having underground utility facilities in the construction area that may be affected by the work including all facilities which are affected and not shown on the drawings.

Owners of underground utilities which are members of the Ohio Utilities Protection Service shall contact OUPS at 811 or 1-800-362-2764. Non-member underground utility owners shall be contacted directly.

LOCATION AND PROTECTION OF EXISTING UTILITY FACILITIES

The drawings depict all underground utility facilities known to exist from diligent field checks and from information provided by utility companies. The Engineer does not guarantee that all existing utility facilities are shown on the drawings and does not assume any liability for the location of utilities including individual service lines.

Utilities not underground, individual utility services outside of public right-of-way, private systems for single or double family dwellings utilized for only that dwelling and not connected to any other system, are not included on the plans.

Within ten (10) days of the award of the Contract, the Owner shall notify all utilities of the name, address and phone number of the Contractor. The Contractor shall notify the Registered Underground Utility Protection Service and non-member owners of the starting date at least two (2) working days prior to starting work. The utility shall mark, stake or otherwise designate the location of the underground facilities within 48 hours of receiving the Contractor's notice of a starting date. The marking or locating shall be coordinated to stay approximately two days ahead of the planned construction.

During construction, the Contractor shall report immediately to the owners of the underground facilities any break or leak in the facilities, or any dent, gouge, groove or other damage. The Contractor shall notify nearby occupants of any emergency situation that may arise.

Maintenance of and supporting and/or protecting existing utility facilities (underground and overhead) is incidental to construction and shall be included in the bid cost of the various contract items of work. All maintenance repair and/or replacement of utility facilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.

TESTING OF CONSTRUCTION MATERIALS

It is the responsibility of the Contractor to provide safe working conditions for the Owner's testing agent

Testing shall be as follows unless otherwise specified herein or on the contract drawings. In case of a conflict the more stringent interpretation shall apply.

Concrete: The Engineer reserves the right to have all concrete delivered to the job site, tested by an independent laboratory. A minimum of one sample shall be made each day that concrete work is performed, as authorized by the Engineer. Four specimens shall be molded and cured from each sample in accordance with ASTM C-172.

Cylinders shall then be tested in accordance with ASTM C-39. Two specimens shall then be tested at 28 days for acceptance and one shall be tested at 7 days for information. The acceptance test results shall be the average of the strengths of the two specimens tested at 28 days. The fourth cylinder shall be tested only when the 28-day cylinder tests do not meet specifications.

The testing agency shall determine the slump of the concrete for each strength test and whenever consistency of concrete appears to vary, using ASTM C-143, shall determine air content of the concrete samples for each strength in accordance with either ASTM C-231, ASTM C-173, or ASTM C-138.

The agency shall report all air and slump tests and inspection results to the Engineer, Contractor and concrete supplier immediately after the work is performed. Compressive Strength Test results shall be reported to the Engineer within 14 days after breaking. All test results shall include the exact location in the work at which the batch represented by a test was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.

All concrete for roadway paving, curbs, sidewalks, drive aprons, steps and headwall shall have a minimum of 3% entrained air, and a maximum of 8% entrained air. The averages of all sets of three consecutive strength test results shall equal or exceed 4000 psi and no individual strength test results shall fall below 1500 psi.

Asphalt: Items 301, 304, and 441 Asphalt Materials shall be plant inspected by an independent testing company and tickets shall be stamped with the inspector's seal, indicating that material shipped to the job site meets the requirements of the specifications.

TESTING OF COMPACTED MATERIALS

Compaction testing of embankment, granular backfill, granular subbase, and/or subgrade shall be done in locations specified by the Engineer with one copy of the test results sent directly to the Engineer. Testing shall be done in the presence of the Engineer and in accordance with ODOT Standards.

ACCEPTANCE, MEASUREMENT, PAYMENT

PARTIAL PAYMENTS

If satisfactory construction progress is being made, the Contractor will prepare once a month, a just and fair estimate which shall represent his opinion of the amount and value of the work done and materials incorporated in the work to be reviewed by the Engineer. Partial payments to the Contractor for work performed shall be made at 92% of the value of the work until the project is 50% complete. All work over 50% shall be paid for at 100% of the value. All materials delivered to the site and approved for the project shall be paid for at 92% of the value until the project is 50% complete. All material delivered to the site after the work is 50% complete shall be paid for at 100% of the value. Monthly payments will be approximate only and shall be subject to correction in the final estimate and final payment.

Partial payments may be reduced or withheld entirely if, in the opinion of the Engineer, construction is not proceeding according to the Contract, or if for any other violation of the Contract, or for failure of the Contractor to comply with orders of the Engineer, or pending settlement of claims or liens filed against the Contractor.

PRICES

The Owner will pay to the Contractor the prices herein stipulated as full compensation for everything furnished and work completed by the Contractor under the Contract, including all incidental work required but not specifically mentioned, and for any work arising from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified and for well and faithfully completing the work, together with remedying all defects developing during the guarantee period.

QUANTITIES

Quantities of material used shall agree with the field measurements by the Inspector on the project. In addition, quantities paid for under this Contract shall not exceed the specified application.

DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer is expedient not to have the Contractor correct work unsatisfactory or not in accordance with the Contract, an equitable deduction, based on the judgment of the Engineer, is to be made from the Contract price.

MODIFICATION OF CONTRACT

Items of work not included in the estimate of the original Contract and additional units of items included in the estimate of the original Contract in an amount in excess of \$10,000, shall be authorized only as the Modification of the Contract.

The Owner may, when necessary, by ordinance, authorize alterations or modifications in the Specifications and Plans for the work, or omit from the work covered by the Contract any portion thereof. Before any such alteration or modification shall be effective, the price to be paid for the work or the material, or both, under the altered or modified Contract, shall have been agreed upon in writing and signed by the Contractor and by the Contractual Agent or Agents of the Owner.

It is expressly agreed that such changes shall not, in any way, violate or annul the Contract, and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of these changes.

Whenever, during the progress of the work, any change or modification of the work is agreed upon, such change shall be considered and treated as though originally contracted for, and shall be subject to all provisions of the original Contract.

EXTRA WORK

Items of work not included in the estimate of the original Contract and additional units of items included in the estimate of the original Contract in an amount of \$10,000 or less, shall be authorized as Extra Work by the Engineer. Items of work in excess of the preceding stated amounts shall be considered as a modification of the Contract and shall be handled accordingly.

It shall be unlawful for items of work to be subdivided into separate components for the purpose of avoiding the Modification of Contract.

If the transaction involves the addition of items not included in the original Contract, it shall be paid for on the basis of actual prevailing wage cost of labor, materials, equipment and insurance in accordance with the requirements of ODOT Spec. 109.05.

PLANS AND ESTIMATE - MEASUREMENTS

The Plans and Estimate of Quantities prepared by the Engineer and approved by the Owner are intended to outline the work to be done by the Contractor. It is understood and agreed, however, that the Plan is subject to minor changes from time to time during the progress of the work, that the estimated quantities in the Proposal sheet are approximate only, that the Contractor has no claim for damages and is not entitled to extra pay above and beyond the agreed unit prices on account of increasing or decreasing the quantities, and that in measuring the work for payment to the Contractor, the Engineer shall consider only the number, length, area and solid contents of the various items of work incorporated in the improvement in accordance with the Plans or as ordered placed by the Engineer.

FINAL INSPECTION

When the work has been entirely completed and the final cleaning up has been performed, the Engineer will inspect the improvement. If items remain which must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Engineer. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the Owner.

ACCEPTANCE AND FINAL PAYMENT

After the final inspection has been made and the work has been approved by the Engineer, the final estimate and final statement of cost will be prepared. If any items were erroneously over estimated in any partial estimate, such errors will be corrected in any subsequent partial estimate or in the final estimate, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such corrections in the final estimate.

The Owner reserves the right to demand from the Contractor the affidavit required in the Ohio Mechanics Lien Law before payment of the final estimate.

After the final estimate and final statement of cost have been prepared and after the Contractor has fulfilled all of his obligations under the Contract, the Owner will pay the entire sum found to be due the Contractor after deducting all previous payments.

The date of acceptance of the work by the Owner shall be the date of approval of the final statement of cost.

If after physical completion of the work and acceptance of the Engineer's final measurements by the Contractor, the Engineer finds that the final statement of cost or final estimate or both may be unavoidably delayed, he may allow an estimate based on one-hundred percent (100%) of the final measurements, less such estimated amounts of money as the Engineer may deem necessary to withhold to take care of any contingencies which may arise.

Should the Contractor have any claim against the Owner because of a variance with the Engineer's final measurements, the Engineer may allow payment based on the Engineer's measurements pending adjustments of the disputed item or items. Acceptance of payment on such basis shall not stop the Contractor's claim or prevent its satisfactory adjustment.

TERMINATION OF OWNER'S LIABILITY

No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract, and no claim shall be made or held valid, and neither the Owner nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute a release to the Owner and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or any person related to or connected with the work.

GUARANTEE

The Contractor hereby guarantees that all workmanship and all materials furnished under the Contract comply fully with the requirements of the Plans and Specifications. If, at any time within one year after the date of the final inspection, any defect should appear, which, in the opinion of the Engineer is due to inferior materials or workmanship, the Contractor guarantees that he will do immediately, without cost to the Owner, whatever is necessary to remedy the defects.

The Owner will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor agrees to begin the repairs within ten days from the date of notice. If the Contractor fails to begin repairs within the ten days, the Owner may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or to his Surety.

If the terms and conditions as set forth in the preceding paragraph, acceptance and final payment are met to the satisfaction of the Owner and Contractor, the Owner may reduce the Performance Bond to ten percent (10%) of the total amount paid the Contractor in the performance of this Contract as a Guarantee Bond.

SPECIAL PROVISIONS

OPERATIONS SCHEDULE

The Contractor shall advise and coordinate all work with the Engineer. **A detailed schedule of operations shall be furnished by the Contractor to the Engineer at the pre-construction meeting and shall list the order of operations and the time frame for the completion of each item of work. The schedule of operations shall be approved by the Engineer and the Owner prior to the beginning of the work.** Changes to said schedule are to be issued in writing and approved by the Engineer and the Owner before operations are changed and rescheduled.

Substantial Completion shall be reached by June 1, 2020

It shall be the responsibility of the Contractor to uncover the existing conduits at his/her first order of work to determine their elevations, alignments, and materials of construction. Adjustment, if required, shall be determined by the Engineer.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved area which are attributable to the failure of the improved area, i.e., the tracking of material into unimproved areas.

COORDINATION OF ACTIVITIES

The Contractor shall note that work to be done under other contracts may be occurring at the same time as the work to be done under this Contract. Where applicable, the improvements made in these areas under this Contract shall meet the line and grade of the other work. The Contractor shall notify the Engineer of all coordination efforts and any conflicts that are created by the same.

PRECONSTRUCTION MEETING

Prior to the commencement of construction activities, the Engineer will arrange a meeting between the Contractor, the representatives of the Owner, and the representatives for each of the utility companies. The time, date and location of said meeting will be determined after the awarding of the Contract and the parties will be notified by the Engineer.

WEEKLY MEETINGS

If requested by the Owner, the Contractor shall schedule and hold weekly site meetings throughout the course of the project. Attendance by the Contractor's project manager and site superintendent is required.

CONSTRUCTION PROCEDURE

It shall be the Contractor's responsibility to work his equipment around poles, trees, or other obstructions which permit the passage of the bucket and boom but prevent passage of other portions of the equipment to excavate from both sides of the poles, trees, or other obstruction, and to remove by hand labor, tunneling or by other means, all at his own expense.

It is the intent of these Detailed Provisions to provide a procedure for keeping the restoration of sod areas and driveways current with the installation of the sewer pipe. This will be considered a part of the sewer installation and failure to keep restoration of these items completed reasonably close to the installation of sewer pipe shall be the cause to delay payment for sewer pipe installed until such restoration is completed to the satisfaction of the Engineer.

PERMITS

The Contractor shall insure that all required notices are given and all permits acquired before commencement of work, at no additional cost to the Owner. Cost for all permits shall be borne by the Contractor.

HOURS OF WORK

The hours of work shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday unless otherwise approved by the Owner.

RESPONSIBILITY

It shall be the responsibility of the Contractor to perform his work in such a manner as not to damage or destroy any existing feature, i.e., existing inlets, conduits, etc., which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, he shall replace the damaged portion at his expense.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs, or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some instances, the Contractor will be required to excavate under and around the existing utilities. Extreme care should be used not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction which have been properly identified.

SAFETY

The Contractor is solely responsible for providing a safe work site. The Contractor shall follow all applicable Federal, State, and Local regulations with respect to safety and ensure that all employees and subcontractors are in compliance.

MATERIAL AND SPECIFICATIONS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of premium quality, proper and sufficient for the purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to type and quality of materials and workmanship.

All items of equipment and/or material proposed by the Contractor for substitutions must be approved by the Engineer in writing and shall be equal or superior to the items specified in the Contract Documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the total expense of said revisions shall be paid by the Contractor.

Any items for labor and material required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the Contract, except as noted in the Plans and Specifications.

STORAGE OF CONSTRUCTION MATERIALS

Contractor shall obtain prior approval of the Owner and/or Engineer for the locations to be used for the temporary storage of construction materials, tools, and or machinery.

The Contractor shall maintain all stored materials in a manner as to prevent water or wind from removing the materials from the storage pile. Included in keeping all storage materials in neatly maintained piles, shall be the implementation, if necessary, of erosion control (silt fence, inlet protection, etc.) and the covering of materials not in use. If materials become washed or blown away from the storage area, the Contractor shall take immediate action to clean up the materials affected and restore any disturbed downstream or downwind areas to their condition prior to construction.

All such material, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and to vehicular and pedestrian traffic. Stored material shall be satisfactorily fenced off. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights at nighttime and weekends to alert traffic of such obstructions. The Engineer's approval will be, in part, based upon the length of storage, the use of the abutting property and the safety of the public.

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas. Where the Engineer and/or the Owner determine that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer and/or Owner.

The Contractor is responsible for recording video of the construction limits and adjacent areas to capture the existing conditions prior to the start of construction activities onsite.

No additional compensation will be due to the Contractor for any repair of the area subject to the approval of the Engineer and/or Owner. No additional compensation will be due to the Contractor for any repair of these areas.

DEBRIS REMOVAL

The Contractor will be responsible for removal from the site of all construction debris material. All debris material shall be disposed of in a proper manner and shall be as directed by any applicable local state or federal regulations.

Contractor shall protect the existing stream and shall conduct operations in a manner that will prevent debris from reaching the water during construction.

These costs are incidental to construction and shall be included in the applicable pay item.

REMOVALS

When a bid is to include the cost of removal of a classified or unclassified material, it shall be the responsibility of the Contractor to verify in the field the type of material and the thickness of the material to be removed prior to submitting his bid. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

MAINTENANCE OF STORM SEWER FLOWS

The Contractor shall conduct his operations so as to maintain at all times stormwater flows through existing facilities to remain in place and through existing facilities to be replaced until new facilities are completed and placed in use. This shall include areas affected by the headwall repair.

Bypass Pumping may be necessary to complete the headwall repairs.

The cost associated with maintaining storm water flow shall be incidental to the work and included in the appropriate bid item.

DUST CONTROL

The Contractor shall be required, when directed by the Engineer, to perform dust control operations to minimize or prevent dust nuisance originating within the projects limits which result from the Contractor's operations. Dust control shall not be a separate pay item, and shall be included in other contractual items.

STREAM WORK (USACE NATIONWIDE PERMIT 3 - MAINTENANCE)

The Contractor will be working in and around the stream immediately downstream from the headwall. This construction work is permitted under the US Army Corp of Engineers Nationwide Permit 3, as a maintenance activity. The Permit will be provided to the contractor and must remain onsite during construction.

A copy of the permit is available at the following web address:

<https://epa.ohio.gov/Portals/35/401/2017%20Nationwide%20Permits%20for%20Ohio.pdf>

The Contractor shall use available best management practices to limit the impact to water quality downstream from the construction site.

"OR APPROVED EQUAL" ITEMS

In the preparation of these documents and plans, several proprietary products have been specified. In all such cases, it is to be understood that the Contractor may offer a substitute for the specified product, as is indicated by the words "Or Approved Equal".

However, the Contractor must be aware that, before commencement of construction, he must provide information to the Engineer concerning the substituted product and that the Engineer must approve the offered product as being equal to the specified product.

Unless otherwise modified by the Engineer, proprietary products are to be installed and/or constructed in strict compliance with the pertinent manufacturer's specifications.

EXPLORATORY EXCAVATION

Any excavation or potholing of utilities shown on the plans for coordination of construction and verification of utility locations shall be considered incidental to the work. Surface restoration items may be paid by the applicable bid item if the area is outside of the planned construction footprint.

RESTORATION

All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped and graded to drain. Pavement restoration shall be in accordance with the Typical Restoration Section shown on the plans and conform to "Hamilton County Engineer's Rules and Regulations governing Driveway Regulations and Pavement and/or Right-of-Way Opening Provisions", plates 13 through 26 inclusive as directed by the Engineer.

The Contractor's responsibility for this item shall be under the terms of, and for the duration of, the guarantee defined in 109.11 of the supplement.

All disturbed areas shall be restored as nearly as practical to the condition it was prior to construction.

All restoration shall be completed in strict accordance with the appropriate items of the Specifications as directed by the Engineer.

INSPECTION

The Contractor is responsible for notification of any other governmental entity that may have inspection responsibility in association with the project. When not identified as a specific pay item, the cost for inspection by other governmental agencies shall be included in other items in the bid. The Contractor shall be required to contact the various governmental agencies involved to determine if any inspection fees will be charged on the project.

Supplements and Modifications to the Technical Specifications

The following are supplements to; and modifications of the ODOT Construction and Material Specifications (January 1, 2019) and the City of Cincinnati Supplement thereto. These provisions are additional requirements specific to this contract and only impact the Items included in this section.

ITEM 201 – CLEARING AND GRUBBING:

This work consists of providing all labor and materials for removing brush and existing down trees from the areas highlighted on the plans necessary to allow access to the site for construction activities. Contractor shall be careful to only remove the brush in the highlighted area and protect the existing trees and tree canopy.

ITEM 202 – CONCRETE APRON REMOVAL:

See the notes included on the drawing sheets for this Item.

ITEM 509 – EPOXY COATED REINFORCING STEEL:

See the notes included on the drawing sheets for this Item.

ITEM 510 – DOWEL HOLES WITH NONSHRINK, NONMETALIC GROUT:

See the notes included on the drawing sheets for this Item.

ITEM 511 – CLASS QC2 CONCRETE APRON:

See the notes included on the drawing sheets for this Item.

ITEM 601 – ROCK CHANNEL PROTECTION, TYPE B WITHOUT FILTER:

See the notes included on the drawing sheets for this Item.

ITEM 613 – LOW STRENGTH MORTAR BACKFILL:

See the notes included on the drawing sheets for this Item.

ITEM 614 – MAINTAINING TRAFFIC:

The Contractor shall maintain continuous local, school bus and emergency traffic through the use of barrels, flashing lights, portable gates and/or other devices approved by the Engineer, within the limits of the project area and those areas of the site which are temporarily closed to traffic. The Contractor must perform the required work with the maximum safety of and the least inconvenience of the traveling public.

It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic and public safety as set forth in ODOT Section 104.04 and 614 and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. He shall not be permitted to begin any phase of the work until the required standard barricades and warning signs are in the proper position. **NO EXCEPTIONS**

Payment for all work in this section shall be incidental to the project and included in the applicable bid items.

ITEM 615 – TEMPORARY ACCESS PATH:

The Contractor shall provide a stabilized means of access for construction activities within the limits of the area highlighted on the plan drawings. Heavy trucks or equipment may not access the site through other locations without Owner approval. This item shall include all labor and materials necessary to construct a temporary access path to allow construction equipment access to the headwall and access for material delivery. This item also includes the maintenance of this access during construction, and removal of the access after construction activities are completed.

Seeding and mulching, and Sod for restoration of impacted areas will be completed under Items 659 and 660, and clearing and grubbing ahead of temporary access path shall be completed under Item 201.

Payment for this item shall be provided at a lump sum for all labor and materials required to install, maintain and remove the temporary access.

ITEM 659 – SEEDING & WOOD FIBER MULCH

This item includes all labor, material and equipment necessary to perform seeding and mulching after completing work in the disturbed areas and obtaining final grade. **Seed and mulch material shall be applied by hydraulic method (i.e. hydroseed/hydro mulch) and to the satisfaction of the Owner.**

If directed by the Owner, water shall be applied to the prepared areas prior to hydroseeding, at no additional cost to the project. Commercial fertilizer (12-12-12) shall be included in the mix at an appropriate rate.

Water shall be applied as outlined in 659.17.

The Contractor shall restore unpaved areas by seeding and mulching (Item 659) unless otherwise noted herein. If commercial fertilizer is used, it shall have a chemical analysis of 12-12-12. The fertilizer shall be delivered to the project in manufacturer's containers, unopened. The container or an attached tag shall have printed upon it the manufacturer's name and chemical analysis of the contents.

Seed Species – State-certified seed of grass species as follows, with not less than 85 percent germination, not less than 90 percent pure seed, and not more than 0.5 percent weed seed:

Lawn Seeding Mixture:

1. Tall Fescue, 80 percent. Use one or more of the following cultivars: Apache II, Austin, Barlexas II, Bonanza, Chieftan II, Crossfire II, Finelawn 88, Finelawn Petite, Guardian, Jaguar II, Jaguar III, Masterpiece, Millenium, Pixie, Plantation, Rebel Jr., Rebel III, Rembrandt, Shenandoah, SR 8200, Tomahawk, Trailblazer II, Vegas.
2. Kentucky Bluegrass, 10 percent. Use one or more of the following cultivars: Abbey, Asset, A-34, Blackstone, BlueStar, Challenger, Chateau, Coventry, Fairfax, Glade, Julia, Livingston, Marquis, Midnight, Nuglade, Preakness, Quantum Leap, Unique.
3. Perennial Ryegrass, 10 percent. Use one or more of the following cultivars: APM, Brightstar II, Calypso II, Catalina, Citation III, Imagine, Omni, Pennant II, Prelude III, Riveria II, Saturn II, Secretariat, SR 4100, SR 4200.

The Contractor shall submit the following certification for approval prior to commencing:

Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture for turf grass, identifying sources, including name and telephone number of supplier.

Mulch shall be Wood Fiber Mulch per section 659.15

Payment will be paid at the unit price per square yard for Item 659 Seeding & Mulching.

ITEM 660 – SODDING

Sod shall be placed, as indicated on the plan drawings, in areas that were grass before the temporary construction access was installed.

Any disturbed grass outside of the area highlighted for construction access shall be replaced with sod at no additional cost to the owner.

ITEM SPL – STORM WATER PROTECTION AND TEMPORARY EROSION CONTROL:

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation at all points of the project. Temporary stabilization, straw bales, slope drains, etc., shall be installed as necessary or as directed by the Engineer.

This item shall include constructing temporary sediment and erosion control items as required to ensure continuous protection throughout the construction, including but not limited to silt fence, straw wattles, stabilized entrances, as well as any other activities necessary prevent sediment from reaching the existing stream, or inlets on the roadway.

Dewatering efforts necessary for construction will also be included with this item. The contractor shall limit the amount of sediment that is transferred downstream from the construction site by using wells for dewatering, sediment bags to capture sediment, or other means of sediment control.

CONSTRUCTION CONTINGENCY:

A placeholder cost has been included on the Bid Form. This includes all costs approved by the Engineer for unforeseen utility conflicts (that are specifically not the responsibility of the respective utility company or the contractor), unsuitable subgrade

material or other scope changes as determined and approved for additional payment by the Engineer. All costs must be agreed to and approved by the Engineer (109.05.B). Where a unit price is established in the bid, the unit price shall govern with respect to the additional work. When an agreement between the Engineer and Contractor cannot be reached with respect to price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy or be agreed to by the Engineer, force account (109.05.C) shall be used to determine payment.

PROPOSAL

DATE: _____

PROJECT: **Commons Circle Storm Water Headwall Repair**

LOCATION: **Colerain Township**

In compliance with your Invitation for Bids, the undersigned Bidder hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project in strict accordance with the Contract Documents and within the time set forth within and at the prices stated in this form.

Bidder hereby agrees to commence work under this Contract as outlined in the Notice to Proceed and to be substantially completed by **June 1, 2020**. Bidder further agrees to pay liquidated damages for each consecutive day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Name of Firm _____

Business Address _____

Signature of Responsible Official _____

Title _____

Phone _____

e-mail address _____

BID FORM
COMMONS CIRCLE STORM WATER HEADWALL REPAIR
COLERAIN TOWNSHIP

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	COST
201	Clearing and Grubbing	1	LS		
202	Concrete Apron Removal	1	LS		
509	Epoxy Coated Reinforcing Steel	373	LB		
510	Dowel Holes With Nonshrink, Nonmetallic Grout	19	EA		
511	Class QC2 Concrete Apron	4	CY		
601	Rock Channel Protection, Type B, Without Filter	85	CY		
613	Low Strength Mortar Backfill	13	CY		
615	Temporary Access Path	1	LS		
659	Seeding and Wood Fiber Mulch	2,200	SF		
660	SOD	500	SF		
SPL	Storm Water Protection and Temporary Erosion Control	1	LS		
SPL	Construction Contingency	1	LS	\$ 6,000.00	\$6,000.00**
	**Add to Total			TOTAL	

PERSONAL PROPERTY TAX AFFIDAVIT

Ohio Revised Code Section 5719.042 requires the bidder (or proposer) to submit a statement affirmed under oath that the bidder was or was not charged with delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio, at the time the bidder's bid (or proposal) was submitted. **THE FOLLOWING INFORMATION IS TO BE COMPLETED AND SUBMITTED WITH THE BIDDER'S BID/PROPOSAL:**

The undersigned being first duly sworn, hereby affirms under oath, pursuant to the above referenced Invitation for Bid, that at the time the Bidder's bid (proposal) was submitted, my company/organization (check or check and complete):

_____ **WAS NOT** charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio.

_____ **WAS** charged with delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio as follows:

\$ _____ is due and unpaid delinquent taxes

\$ _____ is due and unpaid penalties and interest thereon.

If the taxpayer was charged with any such taxes, a copy of this affidavit **MUST** be transmitted to the Hamilton County (Ohio) Treasurer within thirty (30) days of the date it is submitted.

NAME OF BIDDER/PROPOSER: _____

AUTHORIZED SIGNATURE: _____

TITLE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

State of _____

County of _____

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

Commission Expiration Date

CONTRACT

This Contract, made this _____ day of _____, 20_____, by and between **Colerain Township**, hereinafter called "Owner" and _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the improvement, repair and construction of:

Commons Circle Storm Water Headwall Repair

hereinafter called "Work" for the sum stated in the Proposal, and for all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract Documents, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said work in accordance with the conditions and prices stated in the Proposal, Information and Instructions to Bidders, the General Conditions, Construction Specifications, Plans, Drawings, Prints and Addendum therefore approved by the Owner, and all of which are a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract as outlined in the Notice to Proceed and to be substantially completed by **June 1, 2020** or be subject to liquidated damages.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof, as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed as original, in the year and day first above mentioned.

WITNESS:

OWNER: **Colerain Township**

By _____

Title _____

WITNESS:

CONTRACTOR:

By _____

Title _____

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

The undersigned, _____ for Colerain Township, gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is: **Commons Circle Storm Water Headwall Repair**
2. The public improvement is located in **Colerain Township, Hamilton County, Ohio**
3. The name and address of this public authority is as follows:

**Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251**

4. 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:

Surety:

5. Date of Notice of Commencement:

6. The name and address of the representative of the public authority for the purposes of serving the lien affidavit are as follows:

**Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251**

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

Notary Public

GUARANTEE

The undersigned _____, having heretofore entered into a Contract with Colerain Township dated _____ for the Improvement, Repair and Construction of:

Commons Circle Storm Water Headwall Repair

and in accordance with the terms of said Contract, do hereby guarantee that all labor and material furnished and work performed by us under said Contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said Contract is free from imperfect workmanship and materials and we agree the repair at our own cost and expense, all the work covered under said Contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair, at our sole cost, any work that may affect or disturb in making the repairs herein contemplated.

By: _____

Title: _____

Guarantee Period Begins: _____

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

Change # : LCN01-2018fbLoc126

Craft : Carpenter Effective Date : 06/13/2018 Last Posted : 06/13/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$29.87		\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$46.59	\$61.53
Pile Driver	\$29.34		\$6.63	\$6.95	\$0.40	\$0.00	\$1.97	\$0.10	\$0.00	\$0.00	\$45.39	\$60.06
Apprentice	Percent											
1st 6 Months	60.00	\$17.92	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$34.64	\$43.60
2nd 6 Months is 1st year	65.00	\$19.42	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$36.14	\$45.84
3rd 6 Months	70.00	\$20.91	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$37.63	\$48.08
4th 6 Months is 2 years	75.00	\$22.40	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$39.12	\$50.32
5th 6 Months	80.00	\$23.90	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$40.62	\$52.56
6th 6 Months is 3 years	85.00	\$25.39	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$42.11	\$54.80
7th 6 Months	90.00	\$26.88	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$43.60	\$57.04
8th 6 Months is 4 years	95.00	\$28.38	\$7.08	\$6.95	\$0.38	\$0.00	\$2.19	\$0.12	\$0.00	\$0.00	\$45.10	\$59.28

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants. When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2019fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2019 Last Posted : 05/29/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$29.34		\$9.25	\$6.41	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.45	\$60.12
Apprentice	Percent											
1st year	50.00	\$14.67	\$9.25	\$6.41	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.78	\$38.12
2nd year	70.00	\$20.54	\$9.25	\$6.41	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.65	\$46.92
3rd year	90.00	\$26.41	\$9.25	\$6.41	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.72

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
 6 Journeymen to 2 Apprentice
 9 Journeymen to 3 Apprentice
 12 Journeymen to 4 Apprentice
 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,

SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2019fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2019 Last Posted : 05/29/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$30.33	\$9.25	\$6.41	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.45	\$61.62
Apprentice	Percent										
1st year	50.00	\$15.16	\$9.25	\$6.41	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$31.28	\$38.87
2nd year	70.00	\$21.23	\$9.25	\$6.41	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$37.35	\$47.97
3rd year	90.00	\$27.30	\$9.25	\$6.41	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$43.42	\$57.07

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
 6 Journeymen to 2 Apprentice
 9 Journeymen to 2 Apprentice
 12 Journeymen to 4 Apprentice
 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY,

PIKE, PORTAGE, PREBLE, PUTNAM,
RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HewHwy Exhibit A District II

Change # : OCN01-2019fbCementHewHwy

Craft : Cement Mason Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$29.36		\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$47.22	\$61.90
Apprentice	Percent											
1st Year	70.00	\$20.55	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$38.41	\$48.69
2nd Year	80.00	\$23.49	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$41.35	\$53.09
3rd Year	90.00	\$26.42	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$44.28	\$57.50

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
COLUMBIANA, DEFIANCE, ERIE,
HAMILTON, HIGHLAND, HURON, LORAIN,
MAHONING, MEDINA, OTTAWA, PAULDING,
PORTAGE, SANDUSKY, SENECA, STARK,
SUMMIT, TRUMBULL, WARREN, WILLIAMS

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change # : OCN01-2019fbCementHevHwy

Craft : Cement Mason Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$30.23		\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$48.09	\$63.21
Apprentice	Percent											
1st Year	70.00	\$21.16	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$39.02	\$49.60
2nd Year	80.00	\$24.18	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$42.04	\$54.14
3rd Year	90.00	\$27.21	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$45.07	\$58.67

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
COLUMBIANA, DEFIANCE, ERIE,
HAMILTON, HIGHLAND, HURON, LORAIN,
MAHONING, MEDINA, OTTAWA, PAULDING,
PORTAGE, SANDUSKY, SENECA, STARK,
SUMMIT, TRUMBULL, WARREN, WILLIAMS

Special Jurisdictional Note : (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2019fbLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/23/2019 Last Posted : 05/23/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$31.62		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.87	\$58.68
Group 2	\$31.79		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.04	\$58.94
Group 3	\$32.12		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.37	\$59.43
Group 4	\$32.57		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.82	\$60.11
Watch Person	\$24.35		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.60	\$47.78
Apprentice	Percent											
0-1000 hrs	60.00	\$18.97	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.22	\$39.71
1001-2000 hrs	70.00	\$22.13	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.38	\$44.45
2001-3000 hrs	80.00	\$25.30	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.55	\$49.19
3001-4000 hrs	90.00	\$28.46	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.71	\$53.94
More than 4000 hrs	100.00	\$31.62	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.87	\$58.68

Special Calculation Note : Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COLUMBIANA,
COSHOCOTON, CRAWFORD, DARKE,
DEFIANCE, DELAWARE, FAIRFIELD,
FAYETTE, FRANKLIN, FULTON, GALLIA,
GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY,
HIGHLAND, HOCKING, HOLMES, JACKSON,

JEFFERSON, KNOX, LAWRENCE, LICKING,
 LOGAN, MADISON, MARION, MEIGS,
 MERCER, MIAMI, MONROE, MONTGOMERY,
 MORGAN, MORROW, MUSKINGUM, NOBLE,
 PAULDING, PERRY, PICKAWAY, PIKE,
 PREBLE, PUTNAM, RICHLAND, ROSS,
 SCIOTO, SENECA, SHELBY, TUSCARAWAS,
 UNION, VAN WERT, VINTON, WARREN,
 WASHINGTON, WAYNE, WILLIAMS,
 WYANDOT

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners,

Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2019fbLoc18hevhwyII

Craft : Operating Engineer Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$37.14		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.34	\$70.91
Class 2	\$37.02		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.22	\$70.73
Class 3	\$35.98		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.18	\$69.17
Class 4	\$34.80		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.00	\$67.40
Class 5	\$29.34		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.54	\$59.21
Class 6	\$37.39		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.59	\$71.28
Apprentice	Percent											
1st Year	50.00	\$18.57	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.48	\$48.63
3rd Year	70.00	\$26.00	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.91	\$59.77
Field Mech Trainee Class 2												
1st year	49.85	\$18.51	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.71	\$42.97
2nd year	59.79	\$22.21	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.41	\$48.51
3rd year	69.77	\$25.91	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.11	\$54.07
4th year	79.75	\$29.62	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.82	\$59.63

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK,

HARDIN, HARRISON, HENRY, HIGHLAND,
 HOCKING, HOLMES, HURON, JACKSON,
 JEFFERSON, KNOX, LAWRENCE, LICKING,
 LOGAN, LUCAS, MADISON, MARION,
 MEIGS, MERCER, MIAMI, MONROE,
 MONTGOMERY, MORGAN, MORROW,
 MUSKINGUM, NOBLE, OTTAWA, PAULDING,
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,
 RICHLAND, ROSS, SANDUSKY, SCIOTO,
 SENECA, SHELBY, STARK, TUSCARAWAS,
 UNION, VAN WERT, VINTON, WARREN,
 WASHINGTON, WAYNE, WILLIAMS, WOOD,
 WYANDOT

Special Jurisdictional Note :

Details :

****Apprentices** will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. **Mechanic Trainees** will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and

over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 123 & 238 Hvy Hwy

Change # : OCR01-2019fbLoc123

Craft : Painter Effective Date : 08/21/2019 Last Posted : 08/21/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Class 1	\$30.00	\$5.69	\$4.94	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.94	\$55.94
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$25.00	\$5.69	\$4.94	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.94	\$48.44
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person Class 3	\$25.00	\$5.69	\$4.94	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.94	\$48.44
Concrete Sealing, Concrete Blasting/Power Washing, Etc. Class 4	\$25.00	\$5.69	\$4.94	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.94	\$48.44
Quality Control/Quality Assurance, Traffic Safety, Competent Person Class 5	\$24.00	\$5.69	\$4.94	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.94	\$46.94
Apprentice	Percent										
1st year	55.00	\$16.50	\$5.69	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$24.80	\$33.05
2nd year	65.00	\$19.50	\$5.69	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$27.80	\$37.55
3rd year	75.00	\$22.50	\$5.69	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$30.80	\$42.05
4th year	80.00	\$24.00	\$5.69	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$32.30	\$44.30

Special Calculation Note : Apprentices shall be paid proper % of the classification above..

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

1 Journeyman to 1 Apprentice per job

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Class 1 – Abrasive blasting of any kind.

Class 2 – Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/ spot blasting.

Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks.

Class 4 – All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc.

Class 5 – Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : OCRO1-2019fbBldgHevHwy

Craft : Truck Driver Effective Date : 09/11/2019 Last Posted : 09/11/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	\$28.04		\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16
Apprentice	Percent											
First 6 months	80.00	\$22.43	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.53	\$48.75
7-12 months	85.00	\$23.83	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.93	\$50.85
13-18 months	90.00	\$25.24	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.34	\$52.95
19-24 months	95.00	\$26.64	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.74	\$55.06
25-30 months	100.00	\$28.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD,

FAYETTE, FRANKLIN, FULTON, GALLIA,
GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY,
HIGHLAND, HOCKING, HOLMES, HURON,
JACKSON, JEFFERSON, KNOX, LAWRENCE,
LICKING, LOGAN, LORAIN, LUCAS,
MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE,
PREBLE, PUTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY,
STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :**Details :**

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCRO1-2019-fbBldgHevHwy

Craft : Truck Driver Effective Date : 10/16/2019 Last Posted : 10/16/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79
Apprentice	Percent										
First 6 months	80.00	\$22.77	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$37.87	\$49.25
7-12 months	85.00	\$24.19	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$39.29	\$51.39
13-18 months	90.00	\$25.61	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.71	\$53.52
19-24 months	95.00	\$27.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$55.66
25-30 months	100.00	\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA,
ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COLUMBIANA,
COSHOCKTON, CRAWFORD, DARKE,
DEFIANCE, DELAWARE, ERIE, FAIRFIELD,

FAYETTE, FRANKLIN, FULTON, GALLIA,
GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY,
HIGHLAND, HOCKING, HOLMES, HURON,
JACKSON, JEFFERSON, KNOX, LAWRENCE,
LICKING, LOGAN, LORAIN, LUCAS,
MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE,
PREBLE, PUTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY,
STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :**Details :**

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

PUBLIC SERVICES

Department: Public Services

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

Motion to Purchase Capital Equipment

Recommend adoption of a motion to purchase a Zero Turn Mower for the Parks Division at a price not to exceed \$11,839.

Rationale:

This purchase was evaluated as part of the 2020 Budget process and has been included in the 2020 final appropriations. The pricing associated with this item is from the state bid.

A detailed memorandum from 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: April 3, 2020
Re: Proposal – Replacement of Unit #4-M6

This is a proposal and recommendation for the replacement of Unit #4-M6 a 2006 Exmark with a 72" mowing deck, Model#LXS35BU725 zero turn mower.

I am proposing to purchase a 2020 Exmark Lazer X Series zero turn mower with a Kawasaki Engine and 72 inch mowing deck to replace a 2006 Exmark zero turn mower that is 14 year old and has over 3000 hours.

I am recommending to purchase this unit through Bud Herbert Motors Inc. for the following reasons:

- Pricing through the State of Ohio Procurement
- Local Dealer for Exmark

The total for this unit is \$11,839.00 through Bud Herbert Motors Inc.

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 Approve Public Service's Vehicles and Equipment for Auction.

Recommend the Approval of a Resolution Authorizing the Disposal of Surplus Items Valued at \$2,500 or Less.

Rationale:

There are six vehicles and pieces of equipment that the Public Services department would like to dispose of via Govdeals public auction site. The items have no trade-in value, so we would like to auction in hopes of creating a bit of revenue. A memo listing the items is attached.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 14th day of April, 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 FOR DISPOSAL BY SALE OF VEHICLES WHICH ARE OBSOLETE, UNFIT, OR UNNEEDED FOR PUBLIC USE (O.R.C. Sec 505.10)

WHEREAS, Ohio Revised Code Sec. 505.10 authorizes the Board of Trustees to dispose of personal property, including motor vehicles, road machinery, equipment, and tools, which the Board finds by resolution are not needed for public use, or are obsolete, or are unfit; and

WHEREAS, Ohio Revised Code Sec. 505.10 (A)(2)(a) authorizes the Board of Trustees to sell by private sale, without advertisement or public notification, if the property to be sold is, in the opinion of the Board, \$2,500.00 or less.

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

A. The Board of Trustees finds that, in the opinion of the Board, the following vehicles are not needed for public use, or are obsolete, or are unfit, and that, in the opinion of the Board, each vehicle has a fair market value of \$2,500.00 or less:

1. 2003 F-350 / 412 VIN#1FDWF36P94ED83438
2. 2006 Exmark / M5 VIN#622125 Model #LXS35BV725
3. 2006 Exmark / M6 VIN#636784 Model #LXS35BV725
4. 2000 John Deere VIN#TCGS30X031431 Model #GS30 36"
5. 1990 Case IH Rear Mower Deck
6. 2007 Ford E-450 Bus VIN#1FD4E45P48DA35432

B. Pursuant to O.R.C. Sec. 505.10 (A)(1), the Board directs that the method of public sale of the vehicles listed above shall be by auction conducted by the GovDeals, and, accordingly, that said vehicles be delivered to that company, and that the sale occur after the notice and publication requirements of O.R.C. Sec. 505.10 (A)(1) are met.

C. 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, that all deliberations of this Board and any committees that resulted in those formal sessions were in

meetings open to the public, in compliance with all legal requirements, and the Board has met all other statutory requirements for participation in a joint-self-insurance program.

D. This Resolution shall be in full force and effect from and after the earliest period 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 14th day of April, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of April, 2020.

Jeff Baker
Colerain Township Fiscal Officer

Memo



To: Jackie O'Connell, Director of Public Services
From: Mike Adler, Fleet Manager
Date: April, 2 2020
Re: Proposal – Disposal of Township Vehicles and or Equipment

This is a proposal and recommendation to dispose of the following township vehicles and or equipment using Govdeals auction website.

The following vehicles and or equipment have been taken out of service for either mechanical or other issues that would not allow the vehicles and or equipment to operate in a safe manner to do township business.

Following equipment are from the Parks Department

2003 F-350 / 412	VIN#1FDWF36P94ED83438
2006 Exmark / M5	VIN#622125 Model #LXS35BV725
2006 Exmark / M6	VIN#636784 Model #LXS35BV725
2000 John Deere	VIN#TCGS30X031431 Model #GS30 36"
1990 Case IH	Rear Mower Deck

Following vehicle is from the Senior Center

2007 Ford E-450 Bus VIN#1FD4E45P48DA35432

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

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to Award A Tactical Urbanism Grant For An Amount Not To Exceed \$500.00 To Construct A Community Garden.

Recommend Adoption Of A Motion To Award A Tactical Urbanism Grant For An Amount Not To Exceed 500.00 Dollars.

Rationale:

Tactical urbanism means making small-scale, temporary improvements to the built environment. Tactical urbanism projects are low-cost, temporary and demonstrative, meaning that they show how an improvement or solution would function. The goal of the Colerain Township Tactical Urbanism Mini Grant Program is to give Township residents and businesses a creative opportunity to take initiative with planning of their community. The creativity is ultimately up to the applicants!

The applicant is seeking to set-up a temporary community garden with the intention that it becomes a permanent asset within the Northbrook Community. The garden will be located on a vacant lot on Amarillo Court. The five-hundred dollar allotment will go toward buying seeds, plants, and supplies for the garden. The application states that there are many residents who are interested in contributing to the project. Ultimately the project will transform an existing vacant lot into a place that builds community and vibrancy. All activities on the site will be conducted in accordance with policies and procedures allocated by the Department of Public Services.

Staff will monitor and record the progress of the grant including expenditures, site improvements, and results yielded.



Print**Tactical Urbanism Mini Grant - Application - Submission #745****Date Submitted: 3/1/2020**

This application is for applicants and/or organizations that are interested in creating a project in conjunction with the ideas of Tactical Urbanism. Before applying, please read through our Tactical Urbanism Mini-Grant Guide Booklet to make sure your project meets the guidelines. For more information, please feel free to call (513) 385-7505 or email jurbancsik@colerain.org.

Applicant Information**Name***

chad ballard

Email Address*

chadballard77@yahoo.com

Address

9960 Capstan Dr.

City

cincinnati

State

ohio

Zip Code

45251

Phone Number*

5132123509

Organization**Applicant Type***

Choose all that apply.

- ☒ Resident
- ☐ Business
- ☐ HOA
- ☐ Nonprofit
- ☐ School or University
- ☐ Other

Location

Are you or your organization located within the boundaries of Colerain Township?

- ☒ Yes
- ☐ No

Emergency Contact Information

Name	Email Address
ashley yost	ashleyyost88@gmail.com

Address

9960 capstan dr

City	State	Zip Code
cincinnati	oh	45251

Phone Number	Organization
5132123510	

Project Location(s)

Address*

Amarillo ct

Please tell us where your project is going to be located!

City	Zip Code*	Intersection of
cincinnati	45251	

Intersection of _____ and _____ (if applicable).

Project Timeline

Installation Date(s)	Project Duration
5/2/2020 —	5/2/2020
5/3/2020	8:00 AM —
	10/3/2020
	8:00 AM

Type of Project*

- ☐ Traffic calming
- ☐ Pop-up retail
- ☐ Intersection Improvements
- ☐ Crosswalks
- ☐ Signage
- ☐ Bike Lanes
- ☐ Streetscaping/Landscaping
- ☐ Public Event Space
- ☐ Public Art or Murals
- ☐ Street Furniture
- ☒ Other

Please check which option matches closely with the type of installation you are proposing.

If your option was Other, please describe.**Project Description ***

A temporary Community Garden. With the hopes of it being a more permanent thing. Lots of residents have shown interest. Hope to bring others together and get the children involved. Teach them how to grow. And enjoy the fruits of their hardwork. The garden would be on one of the township owned lots on Amarillo ct.

Please give a brief description (<500 words) of the kind of project or installation you had in mind. Please describe the reasoning behind the installation and what problem(s) you are trying to solve. Also address how you plan to measure the impact or effectiveness of your project, if applicable.

Budget/Process*

With the 500.00 mini grant, i can till the land. Buy seeds and plants etc. The hopes is to start a temporary garden. Where others will help and contribute plants, supplies etc. very little if any other funds would be needed.

Please list or give a brief description (<200 words) of the budget for the project and the materials you expect to use for this project. Be as specific as possible regarding quantities, colors and brands.

Project Criteria *

- ☒ Does your site avoid federal and state highways?
- ☒ Is your site in a ROW with speeds of 25mph or less?
- ☒ Will your project allow normal operations for delivery trucks, trash and recycling?
- ☒ Will your project preserve vehicle access within 25 ft of a fire hydrant?
- ☒ Does your project provide normal access to utilities, including manholes and powerlines?
- ☒ Does your project preserve access to driveways?
- ☒ Will your project preserve access for emergency vehicles?
- ☒ As far as you are aware, is your project ADA compliant?

Please check a box for each item on this list that applies to your project.

Amount*

500

How much is your budget?

Submittals*

cg.jpg

Please submit all the documents that you would like to for this application. This may include a letter of intent, site plan(s), proof of ownership or consent, photographs, drawings and other details.

Approval

I certify that the information contained in or submitted with this application is true and accurate. I certify that I have the consent of any and all affected property owners for this installation, if I am not the property owner myself or if it is in a Township right-of-way. I agree that my installation will not exceed the parameters outlined in this application and any attached documents.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.**Electronic Signature**

chad e ballard

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion To Authorize The Township Administrator To Execute A Contract For Nuisance Abatement

Recommend adoption of a motion to allow the Township Administrator to execute a contract with DW's Lawn and Landscape for nuisance abatement services.

Rationale:

One of the key components of Code Enforcement is the ability to abate tall grass and weeds violations through an abatement process. The abatement process allows the Township brings a property in violation into compliance through the use of an outside contractor. The cost of bringing the violation in to compliance, both staff time and the cost of the vendor to complete the project, are assessed as a lump sum on the tax bill of the property owner.

The proposed contract will allow staff to hire a reputable contractor, DW's Lawn and Landscape, to serve as the vendor to complete the abatement process. DW's Lawn and Landscape has been contracted previously by the Township for grass and weed abatements and has produced exceptional results with exceptional service. The contract would lock in a price of 80 dollars per abatement through the year 2022.



QUOTE

DW's Lawn & Landscape LLC

PROP - 3/30/2020

Drew Wiesman
6020 Jenkins Rd, Okeana Ohio 45053
(513)504-8798
wiesdr@gmail.com

TO Colerain Township
Department of Planning, Zoning & Code Enforcement
(Chris Cavallaro)
4200 Springdale Road
Cincinnati Ohio 45251

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
D.W	Multi-year Lawn Abatement Contract: 2020, 2021, 2022	30 Days or as Stated per Contract	N/A - Billed Monthly

QTY	DESCRIPTION	UNIT PRICE
	Lawn Mowing of Abated Property - Includes mowing of lawn, trimming around concrete/paved surfaces and obstacles, and clean-up of grass clippings from all concrete/paved surfaces.	\$80.00
	*If abated property will require more than 2-man hours to service, additional labor will be charged at \$40.00 per man hour upon approval from the Director of Planning & Zoning. This has been a rare occurrence in previous years of servicing abated properties for Colerain Township.	

THANK YOU FOR YOUR BUSINESS OPPORTUNITY!

CONTRACT FOR ABATEMENT SERVICES IN 2020

This Contract is entered into by and between the Colerain Township, Hamilton County, Ohio (hereinafter “the Township”) and Drew Wiesman (hereinafter “Contractor”) whose statutory agent is Wiesman Services, LLC located at 8290 Wuest Road, Cincinnati, OH 45247.

WHEREAS, pursuant to Ohio Revised Code Section 505.87, the Township desires to provide for the abatement, control or removal of any vegetation, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to retain Contractor to provide abatement services including, but not limited to, grass-cutting services necessary to abate properties and control or remove any vegetation, weeds, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to abate nuisances in the Township and retain Contractor to provide abatement services and has the power to contract as a function of local self-government provided by Article XVIII, Section 3 of the Ohio Constitution and Chapter 504 of the Ohio Revised Code; and

NOW THEREFORE in consideration of the mutual covenants and consideration contained herein and consideration to be paid for the services as detailed in this Contract, the parties agree as follows:

TERM

1.01 This Contract shall commence on the 15th day of April, 2020 and shall terminate on December 31, 2022, or as otherwise provided in this Contract.

RELATIONSHIP BETWEEN PARTIES

2.01 The relationship between the parties shall be limited to the performance of services as set forth in this Contract and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Contract except upon written consent of the other.

COMPENSATION

3.01 The Township shall compensate the Contractor as set forth in this Contract:

- Contractor will only be paid for those properties specifically directed to be cut by a member of the Planning & Zoning Department; the Township Director of Planning & Zoning; Township Assistant Administrator; or the Township Administrator.

- Contractor will be required to pick up cut-list identifying nuisance properties from Township administration office the day after the Township has passed and approved resolutions declaring nuisances and abatements and complete the abatement of all identified nuisance properties within 3 days (weather dependent). The Township will provide anticipated resolution approval dates shortly after the execution of this Contract.
- Contractor will be required to pick up camera from Township administration and shall take “before” and “after” pictures of each and every abatement performed pursuant to this Contract in addition to documenting the start and completions times (hour and minute) as well as the number of employees who work on each abatement job.
- The Township will pay Contractor \$80.00 per yard for the performance of its services.
- If a nuisance property will require more compensation than the agreed-upon \$80.00, the Contractor will seek written approval of the Director of Planning and Zoning prior to rendering abatement services on said property. These additional services would be billed at \$40.00 per man hour with a one-hour minimum.
- The Township will compensate the Contractor only after an invoice, required pictures, and required documentation has been provided by the Contractor to the Township. Traveling time will **not** be compensated.
- The Township will process invoices within thirty (30) days of receipt from Contractor.

3.02 The Contractor shall furnish all equipment for and perform all services in connection with the abatement of properties declared nuisances as directed by the Township. The scope of work will outline the type and quantity of work to be performed in addition to the specifications for performing the work. Any work performed outside of this scope of work or amendments thereto by the Contractor shall not be compensated unless prior approval is received from Colerain Township in writing.

3.03 Contractor agrees to provide all labor, equipment, and materials necessary to perform the work in accordance with the terms and conditions of this Contract and the scope of work, specifications, and costs for each abatement performed pursuant to this Contract.

WARRANTY

4.01 The Contractor agrees to hold the Township harmless from any liability from the actions of the Contractor or his agents and employees, incident to the performance of his obligations hereunder in the abatement services provided and will carry combined single limit bodily injury and property damage liability insurance of at least \$1,000,000 to protect the interests of the Township. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than \$500,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

4.02 The Contractor agrees to perform all work in accordance with all applicable laws and regulations.

4.03 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

INDEMNIFICATION

5.01 The Contractor agrees to indemnify and utilize its insurance in the event that any Township equipment is damaged or if any Township full-time or part-time employee or independent contractor is injured in the course and scope of their Township duties while providing services related to and as detailed in this Contract. The Contractor shall indemnify and hold harmless the Township from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of the Township, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this Contract.

TERMINATION

6.01 Either party may terminate this Contract at any time by providing thirty (30) days written notice. In the event of such termination, Contractor will be paid an equitable amount in proportion to the amount of work completed under this Contract for which payment has not been made.

MISCELLANEOUS

7.01 This Contract shall be construed and enforced under Ohio Law.

7.02. Neither party may assign this Contract.

7.03 This Contract can be amended in writing signed by the Contractor and the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

7.04 This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7.05 If any provision of this Contract is found to be invalid or unenforceable, such provision shall be stricken from the Contract, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract with the intent to be legally bound thereby.

COLERAIN TOWNSHIP
4200 Springdale Rd.
Cincinnati, OH 45251
(513) 923-5012

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Lawrence E. Barbieri,
Colerain Township Law Director

PLANNING & ZONING

Department: Administration

Department Head: Mike Ionna, Director - Planning and Zoning

Motion Authorizing And Directing Staff To Reimburse The Owner Of 6384 Conifer Lane For A Special Assessment

Staff Recommends Denial Of A Motion Authorizing and Directing Staff to Reimburse the Owner of 6384 Conifer Lane for a Special Assessment.

Rationale:

The grass and weeds abatement process is a process whereby the Township brings a property with tall grass and weeds into compliance through the use of an outside contractor. The cost of bringing the violation in to compliance, both staff time and the cost of the vendor to complete the project, are assessed as a lump sum on the tax bill of the property owner.

After a thorough review of all procedures and multiple correspondence with the property owner, staff finds that there was no error in the procedures taken to abate the grass on the property. As such staff finds that the site in question was abated in accordance with the procedures set forth within the grass abatement process and firmly believes that the special tax assessment should be upheld. Additionally, staff also has concerns that authorizing reimbursement for a site where staff correctly followed procedures and protocol could create a precedent for other property owners in the future to be entitled to a reimbursement.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution to Remove Hamilton County Parcel Number 510-0103-0251 from Kroger TIF Site

Recommend adoption of a resolution removing the specified parcel from the Kroger TIF District.

Rationale:

The DTE form filed by Kroger with the Hamilton County Auditor contained an incorrect parcel number. This resolution removes the parcel from the TIF District.

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

Raj Rajagopal, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-20

**RESOLUTION TO REMOVE HAMILTON COUNTY
PARCEL NUMBER 510-0103-0251 FROM KROGER TIF SITE**

WHEREAS, on February 24, 2015, Colerain Township adopted Resolution No. 10-15
creating a limited area pursuant to Ohio Revised Code 5709.73(B), after determining to grant a
property tax exemption for the parcels comprising the area known as the “Kroger TIF Site”;

WHEREAS, in a Final Determination received from the Ohio Department of Taxation on
March 29, 2019, DTE No.: AE 3091, Auditor’s No.: 18-183, the Tax Commissioner found that
certain parcels were to be exempt from taxation pursuant to Ohio Revised Code 5709.73(B);

WHEREAS, the application and exemption included Hamilton County Parcel Number
510-0103-0251;

WHEREAS, Hamilton County Parcel Number 510-0103-0251 is commonly known as the
Chick-Fil-A restaurant located on Colerain Avenue, Colerain Township;

WHEREAS, Hamilton County Parcel Number 510-0103-0251 is not located within the
“Kroger TIF Site” and was inadvertently named on the application and subsequent final
determination.

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

1. The Board specifically requests the Hamilton County Auditor remove Hamilton
County Parcel Number 510-0103-0251 from the tax-exempt status as it is not located within the
“Kroger TIF Site.”

2. Instructs the staff/administration to file a certified copy of this Resolution with the
Hamilton County Auditor as soon as feasibly possible; and

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

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

5. 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. Rajagopal_____, Mr. Unger_____, Mr. Wahlert

ADOPTED this _____ day of April, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeffrey Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution to Amend Organizational Chart and Roster

Recommend adoption of a resolution amending the Township Organizational Chart and Position Roster.

Rationale:

The Colerain Township Board of Trustees maintains a formally adopted organizational chart and position roster for all roles employed by the Township. The existing organizational chart and position roster contains several roles in the Planning & Zoning Department, including a Seasonal Code Enforcement Officer and Code Enforcement Specialist.

The attached memo outlines several benefits to transitioning the existing Seasonal Code Enforcement Officer to a Code Enforcement Specialist.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 14th day of April, 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. _____

RESOLUTION ADOPTING ORGANIZATIONAL CHART MODIFICATION

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

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, the attached organizational chart and roster has been modified to change the Seasonal Code Enforcement Officer to a Code Enforcement Specialist position; and;

WHEREAS, this position will enhance the overall operational effectiveness of the Township; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

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

1. The attached Organizational Chart and Roster be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That 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 14th day of April, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of April, 2020.

Jeffrey Baker
Colerain Township Fiscal Officer

ORGANIZATION CHART

TRUSTEES



Raj Rajagopal



Daniel Unger



Matt Wahler

Jeff Baker

FISCAL OFFICER



Geoff Milz

ADMINISTRATOR



Jeff Weckbach

ASSISTANT
ADMINISTRATOR



Mike Ionna

PLANNING &
ZONING
DIRECTOR



**Jacqueline
O'Connell**

PUBLIC SERVICES
DIRECTOR



Jeff McElravy

FINANCE
DIRECTOR



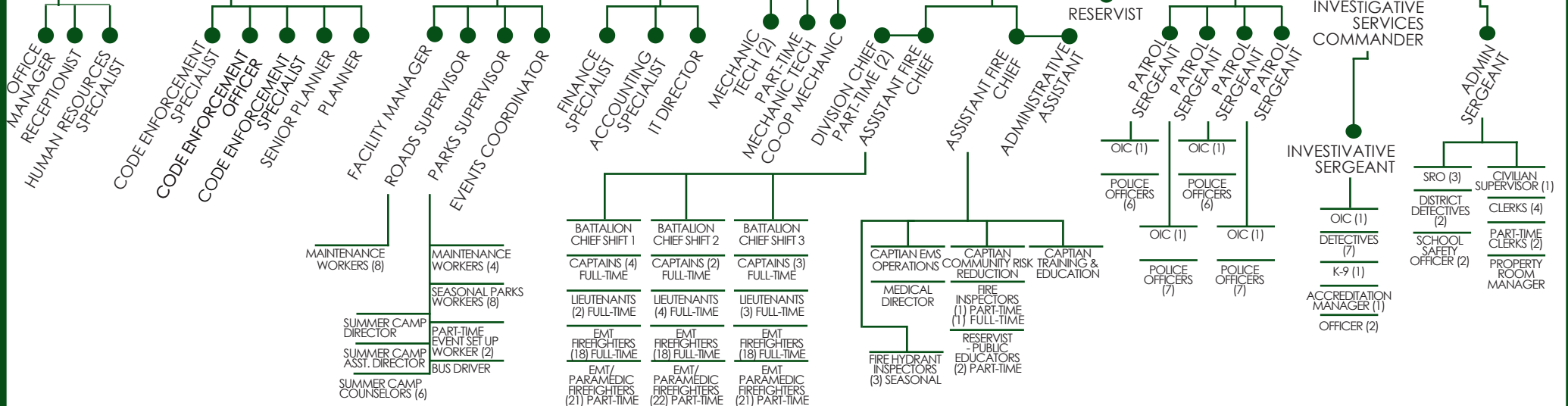
Frank Cook

FIRE CHIEF



Mark Denney

POLICE CHIEF



Department	Position	Job ID #
Administration	Township Administrator	100
Administration	Assistant Township Administrator	101
Administration	Director of Finance	102
Administration	IT Director	103
Administration	Finance Specialist	104
Administration	Accounting Specialist	105
Administration	Human Resources Specialist	106
Administration	Office Manager	107
Administration	Receptionist	169
Fire & EMS	Fire Chief	108
Fire & EMS	Assistant Fire Chief of Operations	109
Fire & EMS	Assistant Fire Chief of Administration	110
Fire & EMS	Administrative Assistant	111
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Reservist	113
Fire & EMS	Part Time Fire Safety Inspector	114
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Vehicle Fleet Manager	117
Fire & EMS	Fleet Mechanic Technician	118
Fire & EMS	Fleet Mechanic Technician	118
Fire & EMS	Part Time Fleet Mechanic Technician	119
Fire & EMS	Co-Op Fleet Mechanic Technician	120
Fire & EMS	Medical Director	121
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Captain - Emergency Medical Services	123
Fire & EMS	Captain - Community Risk Reduction	124
Fire & EMS	Captain - Training & Education	125
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Lieutenant	127
Fire & EMS	Fire Lieutenant	127

Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
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Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Planning & Zoning	Director of Planning & Zoning	131
Planning & Zoning	Senior Planner	132
Planning & Zoning	Code Enforcement Officer	133
Planning & Zoning	Planner	134
Planning & Zoning	Code Enforcement Specialist	135
Planning & Zoning	Code Enforcement Specialist	167
Police	Police Chief	136
Police	Support Services Commander	137
Police	Patrol Commander	138
Police	Investigative Commander	139
Police	Administrative Sergeant	140
Police	Investigative Sergeant	141
Police	Patrol Sergeant	142
Police	Patrol Sergeant	142
Police	Patrol Sergeant	142

Police	Public Safety Administrative Assistant	148
Police	Civilian Supervisor	149
Police	Accreditation Manager	150
Police	Property Room Manager	151
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	School Safety Officer	153
Police	School Safety Officer	153
Police	Police Clerk (PT)	154
Police	Police Clerk (PT)	154
Police	Chaplain	155
Public Services	Director of Public Services	156
Public Services	Event Coordinator	157
Public Services	Facility Manager	158
Public Services	Supervisor Foreman	159
Public Services	Supervisor Foreman	159
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Bus Driver	161
Public Services	Event Setup Worker	162
Public Services	Event Setup Worker	162
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Director - Summer Camp	164
Public Services	Assistant Director - Summer Camp	165
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166

Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166



MEMORANDUM

To: Geoff Milz, Township Administrator
Colerain Township Board of Trustees

CC: Jeff Weckbach, Assistant Township Administrator

From: Mike Ionna, Director of Planning & Zoning

Subject: Code Enforcement Staffing and Proposal

Date: March 6, 2020

BACKGROUND

Code enforcement has a tremendous impact on neighborhoods, home values, and crime. Colerain Township desires to continue to evaluate all existing roles to determine the best method of deployment of resources related to code enforcement activities. Given the successes of the newly created Code Enforcement Specialist, staff sought to explore the potential of transitioning the Seasonal Code Enforcement Officer to a Code Enforcement Specialist role.

ANALYSIS

Current Roles

The Planning and Zoning Department has focused on internal roles and processes over the past four to six months. Throughout this review, the roles of the code enforcement team were evaluated. As a reminder, below is a summary of the positions:

- Code Enforcement Officer: Permanent, full-time position, handles all code enforcement activities as well as housing court.
- Seasonal Code Enforcement Officer: Temporary, part-time position that works throughout the summer months and focuses exclusively on tall grass and weeds.
- Code Enforcement Specialist: Permanent, part-time position that focuses on proactive identification of code enforcement violations.

These three roles were responsible for investigating and processing over 3,300 violations in 2019. More information and statistics related to code enforcement can be found through the Township's data transparency portal at the following link:

<https://coleraintownshiphamiltonoh.opengov.com/transparency#/27688/query=6989D8414BB619DEB44FF77FB3ED843C&embed=n>

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Matthew Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Pros/Cons of Current Staffing

The temporary, part-time model has historically been used by the Township to assist with the peak volume of code enforcement complaints that occur during the summer months. In 2019, the Board of Trustees made the decision to add an additional, permanent, part-time code enforcement role.

Strengths of the current mixture of Code Enforcement Roles

- Allows for dedicated review and enforcement of tall grass and weeds violations, which currently can be abated and is our largest violation volume annually (around 33% of our violation).

Weaknesses of the current mixture of Code Enforcement Roles

- Currently, if the Code Enforcement Specialist needs to take time off, there is not another staff member that would be able to pick up the vacated hours.
- It is difficult to fill the seasonal role on an annual basis. Feedback we received during the last interview process was that many individuals would have accepted the role if it was permanent.
- This process requires retraining on an annual basis, which affects the speed by which someone is ready to be out on their own. Employee continuity does not exist for the seasonal role.

Potential for Dedicated Beat Structure

Beat structure

Transitioning to a complement of two permanent, part-time employees and one full time employee would allow the Township to create a proactive beat system for code enforcement violations. All code enforcement staff will be assigned to a beat, per the attached maps. On a monthly basis, the code enforcement officer will be expected to drive every street in their beat at least once and will be responsible for the initial inspection of violations in their beat. Once the item is ready for Housing Court, the violation will transition to the Code Enforcement Officer.

This system would allow for proactive code enforcement in all areas of the Township. It would also create a new model, similar to the existing “Community Policing” found in most Police Departments. There are a number of benefits related to community policing, that would be replicated in this model. For example, each code enforcement staff member would gain a deeper understanding of their beats neighborhood issues, challenges, resources, and needs.

Below is a mock schedule of hours dedicated to each beat:

- 16 hours per week in Beat 1 – Code Enforcement Specialist
- 16 hours per week in Beat 2 – Code Enforcement Specialist
- 30 hours per week in Beat 3 – Code Enforcement Officer

Financial/Budgetary Analysis

CURRENT BUDGET			
Role	Annual Hours	Wage	Cost
Code Enforcement Specialist	832	14	\$11,648
Seasonal Code Enforcement Officer	760	15	\$11,400
TOTAL	1,592		\$23,048

RECOMMENDED BUDGET			
Role	Annual Hours	Wage	Cost
Code Enforcement Specialist	832	14	\$11,648
Code Enforcement Specialist	832	12	\$9,984
TOTAL	1,664		\$21,632

As an FYI, an additional 100 hours for the higher earning Code Enforcement Specialist would result in an increase of \$1,400 to the budget. This figure would create an expense neutral budget for the two roles and result in 172 more hours of code enforcement work.

RECOMMENDATION

Staff recommends changing the organizational chart to shift the Seasonal Code Enforcement Officer role to a permanent, part-time Code Enforcement Specialist role. Staff will manage the hours of the newly formed Code Enforcement Specialist to remain cost neutral.

Below is the expected work schedule for the two Code Enforcement Specialist roles to ensure that no additional cars or computers would need to be purchased:

Specialist #1: Monday, Wednesday, Thursday, and Friday from 8am to 12pm

Specialist #2: Monday, Wednesday, Thursday, and Friday from 12:15pm to 4:15pm

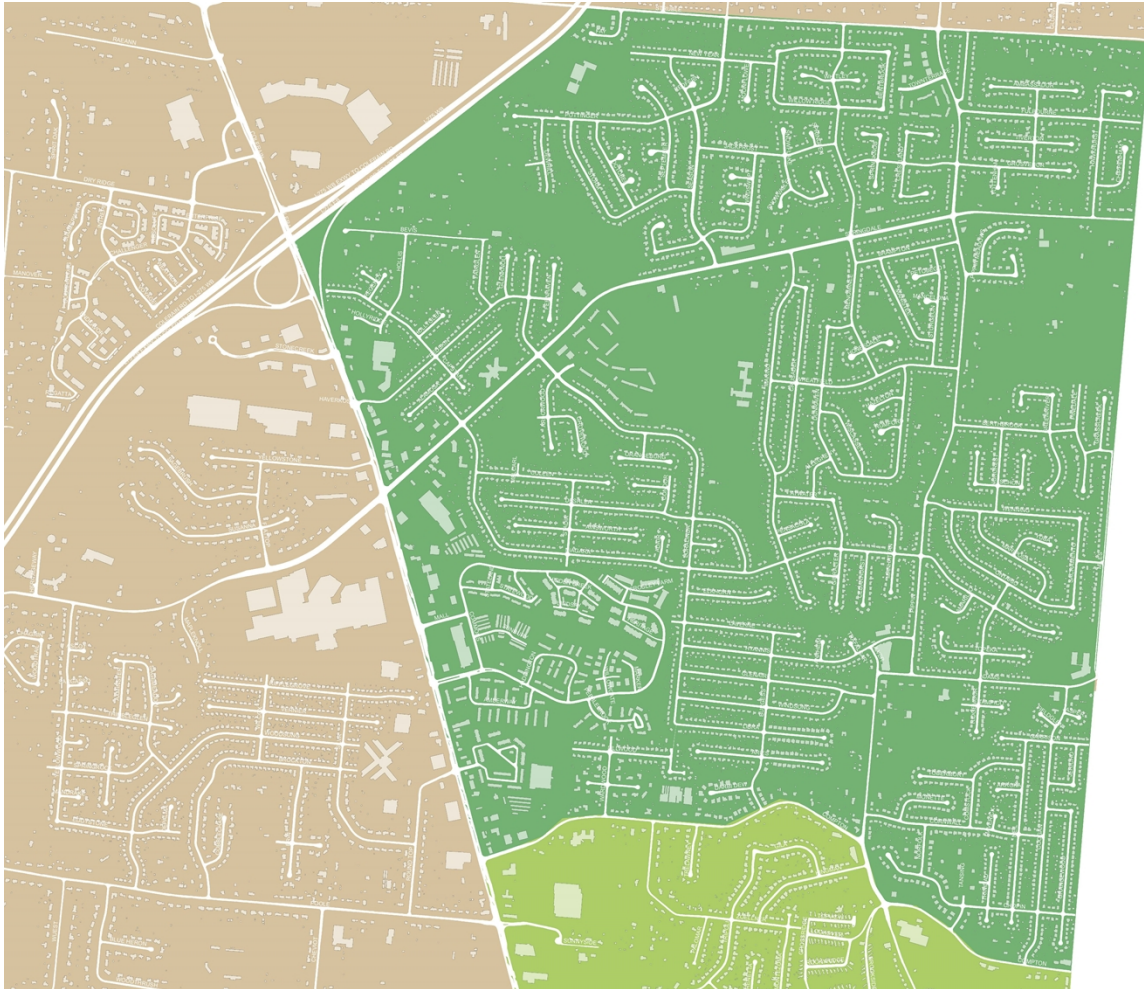
Under this model, there would be an opportunity to prioritize code enforcement activities as the year progresses to have a seasonal swing in responsibility and focus to follow the below model:

- January through March: Neighborhood Enhancement Programs, Sign Violations, and Sidewalk Maintenance
- April through October: Focus on enforcement and identification of Tall Grass and Weeds
 - Use of additional 100 hour bank will be considered based on overall volume
- November through December: Junk Vehicles, Boats/RVs, and Property Maintenance Violations

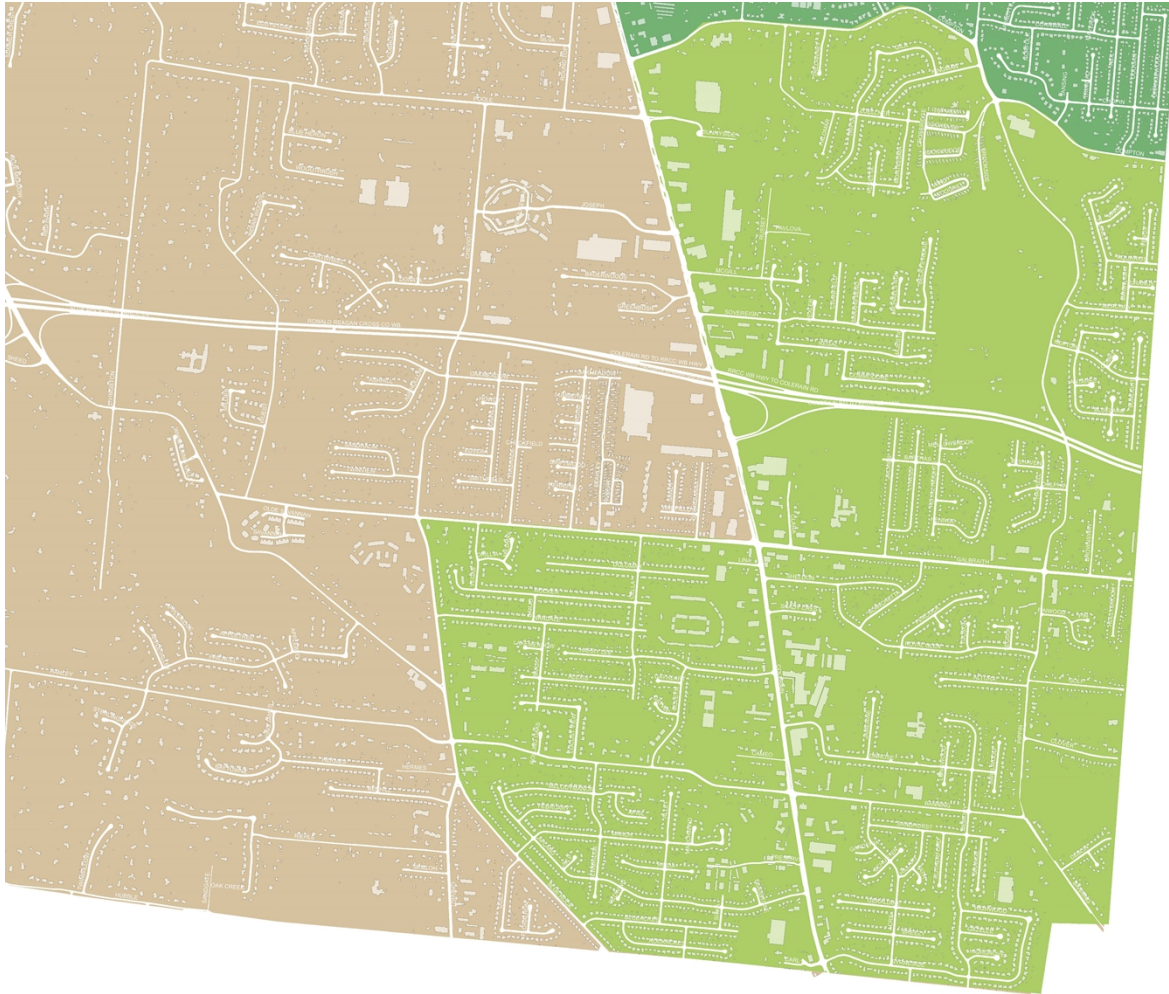
At all times, the Code Enforcement Officer will continue to be the primary point of contact and person responsible for all Housing Court items.

ATTACHED – Proposed Beat Maps

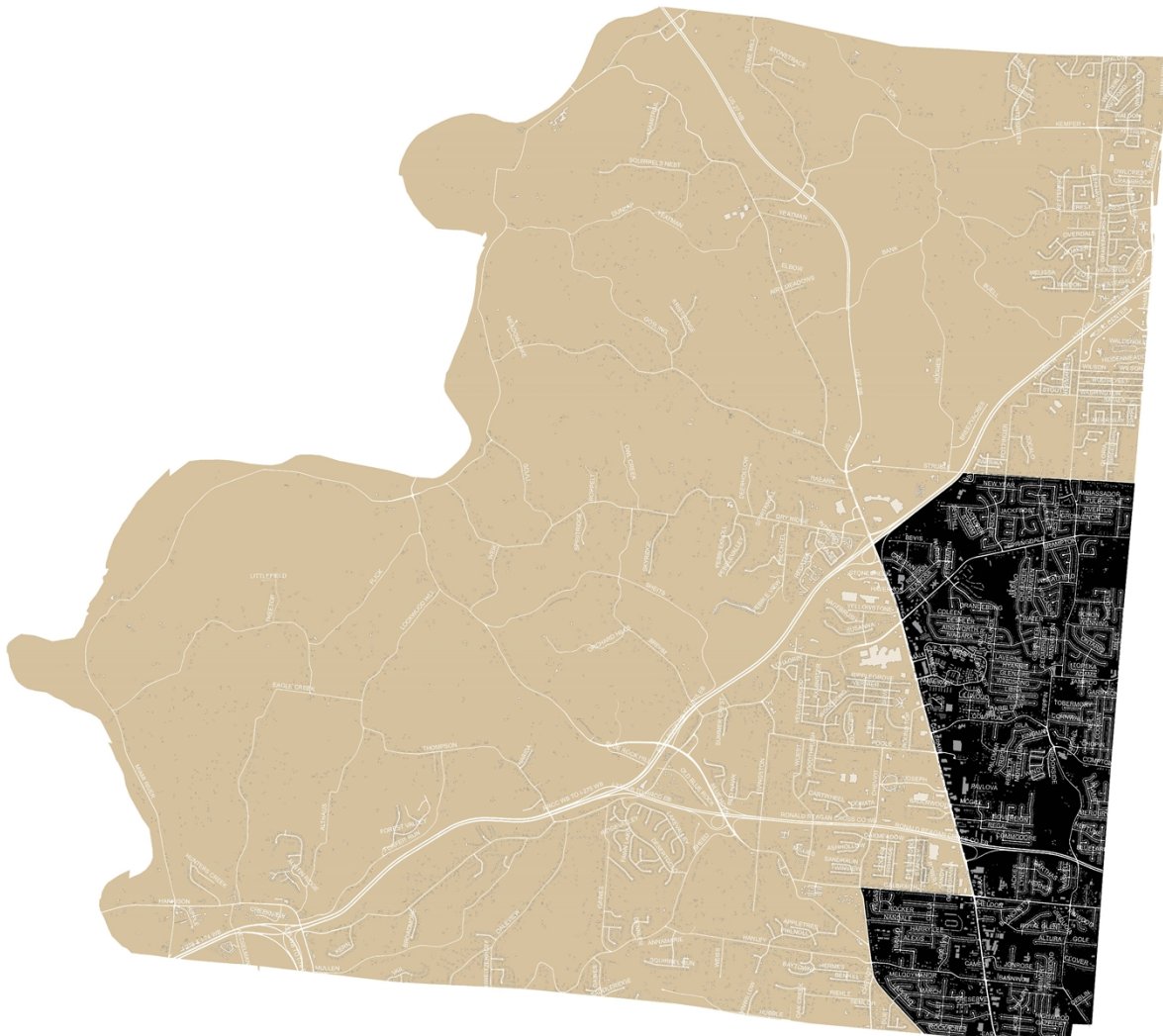
Northbrook Beat – Code Enforcement Specialist (16 hours per Week)



Groesbeck Beat – Code Enforcement Specialist (16 hours per Week)



Township At-Large Beat (Shown in Brown) – Code Enforcement Officer (30 hours per Week)



ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Authorizing the Adoption of an Alternative Method of Apportioning the Local Government Fund
Recommend approval of a Resolution Authorizing the Adoption of an Alternative Method of Apportioning the Local Government Fund.

Rationale:

According to the County Auditor, prior to 1989, the method for distributing the Local Government Fund led to repeated litigation and budgetary uncertainty among the local governments in the county. To address this chronic issue, the local governments agreed upon an alternative methodology, which is described in Exhibit A of the Resolution. This methodology was renewed by the parties in 1995, 2004 and 2012. It is up for renewal again this year and would be in effect through 2028.

In short, the methodology calls for a specific amount or percentage of the fund to be distributed to Hamilton County, the County Park District and the City of Cincinnati. An emergency fund is held by the County Budget Commission and the balance is distributed based on:

- A base amount of 75% of the allocations made to the local government in 2017, 2018 and 2019;
- An additional amount based on the jurisdiction's population, the assessed value of its real estate, and the number of lane miles maintained by the jurisdiction.

There is also a floor established in this allocation process. No jurisdiction is to receive less than 90% of its 2019 or 2020 allocation.

From 2017-2019, Colerain Township received between \$458,000-\$502,000 per year, the second-most of any township, only to Green Township.

The County Budget Commission is asking each jurisdiction to either approve the Resolution or provide a notification of non-approval by April 30, 2020. Staff will update the Board on the outcome of the process at its conclusion in July 2020.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 14th day of April, 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 AUTHORIZING THE ADOPTION OF AN ALTERNATE METHOD OF APPORTIONING THE LOCAL GOVERNMENT FUND

WHEREAS, Ohio Revised Code Section 5747.53 provides that in lieu of apportioning the undivided local government fund by the method prescribed by Revised Code Sections 5747.51 and 5747.52, that an alternative method of apportioning said fund may be approved by the Budget Commission upon approval of such alternative method by the Board of County Commissioners, the legislative authority of the city, located wholly or partially in the county, with the greatest population; and a majority of the boards of township trustees and legislative authorities of municipal corporations, located wholly or partially within the county, excluding the legislative authority of the city with the greatest population; and

WHEREAS, up until 1989, the Hamilton County Budget Commission had operated under the statutory formula provided by Revised Code Sections 5747.51 and 5747.52; and

WHEREAS, the statutory method of apportioning the Fund had resulted in repeated and continued litigation between and among the parties entitled to participate in the distribution of the Fund; and

WHEREAS, the alternative method of apportioning the Fund first adopted in 1988 and renewed in 1995, 2004, and again in 2012 has brought stability to the process by eliminating the uncertainties of litigation and providing for a more efficient and effective method of financial planning; and

WHEREAS, the alternative method of apportioning the Local Government Fund as described and outlined in the attached Exhibit "A" represents a fair and equitable method of apportioning the Local Government Fund which is in the best interests of Colerain Township, Ohio.

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

1. That the Board of Trustees hereby adopts the agreement attached hereto as Exhibit “A” and instructs the Township’s Fiscal Officer to sent a certified copy of this Resolution to the Office of the Hamilton County Budget Commission.

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, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

4. 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 April, 2020.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
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 April, 2020.

Jeff Baker,
Colerain Township Fiscal Officer

EXHIBIT "A"
AGREED METHOD FOR APPORTIONING THE
UNDIVIDED LOCAL GOVERNMENT FUND

Pursuant to the provisions of the Ohio Revised Code Section 5747.53 providing for an alternative method of apportioning the undivided local government fund, upon receipt of certified resolutions of the Board of County Commissioners, the legislative authority of the city, located wholly or partially in the county, with the greatest population; and a majority of the boards of township trustees and legislative authorities of municipal corporations, located wholly or partially within the county, excluding the legislative authority of the city with the greatest population, the Hamilton County Budget Commission may adopt the following method of apportioning the undivided local government fund:

- A. The Hamilton County Park District shall receive a total of \$300,000 or 1% of the entire amount of the fund to be allocated, whichever amount is less;
- B. Of the remaining amount to be allocated after the allocation in paragraph (A) above, Hamilton County will receive 40.75% of said remaining amount;
- C. Of the remaining amount to be allocated after the allocation in paragraph (A) above, the City of Cincinnati will receive 40.75% of said remaining amount;
- D. The remaining amount to be allocated after the allocation in paragraph (A) above and after the allocations made in paragraphs (B) and (C) above shall be made to the remaining villages, townships, and cities (exclusive of the City of Cincinnati) as follows.
 - 1. 100,000 shall be set aside as an emergency fund to be used at the discretion of the Budget Commission for fiscal emergencies that may occur in these political subdivisions. Any remaining funds at the end of the funding year shall be added to the next year's distribution.
 - 2. After the emergency fund is set aside, a base amount for each political subdivision shall be established. The base amount for each political subdivision shall be 75% of the average of the undivided local government fund allocations made to the subdivision in 2017, 2018, and 2019.
 - 3. After the total base amounts have been subtracted from the total amount available, the remainder shall be allocated as follows:
 - a. 1/3 on the basis of the percentage of each political subdivision's population to the total population of each political subdivision (population figures used will be the most current available from U.S. Census Bureau at the time of allocation; in the case of a township, only the population of the unincorporated area of that township will be considered);
 - b. 1/3 on the basis of the percentage of each political subdivision's assessed real estate tax valuation to the total assessed real estate tax valuations of each political subdivision; excepting therefrom in each case the public utility personal property values. Assessed real estate tax valuation figures used will be the most current available at the time of allocation;

- c. 1/3 on the basis of the percentage of each political subdivisions lane miles of dedicated streets fully maintained by the political subdivision to the total lane miles (lane miles will be determined by the political subdivisions consulting engineer and certified to the Hamilton County Budget Commission at the time of allocation).
4. Notwithstanding items 2, 3 a.b. and c. above, if after allocations have been determined, any political subdivision that has been allocated less than 90% of its 2019 or 2020 allocation, whichever is greater, (hereinafter "floor"), or its statutory minimum, that subdivision's allocation will be increased to bring it up to that amount which is the "floor" and all other political subdivisions allocations will be decreased proportionately.

It is hereby agreed that the above method of apportionment of the undivided local government fund shall be in effect for said fund available and, intended to be distributed in 2021, 2022, 2023, 2024, 2025, 2026, 2027, and 2028.

This agreed method of apportionment shall remain in effect for the above referenced years and shall not be revoked by any party or combination of parties before such time as it expires by its terms.

This alternative formula shall apply for the duration of this agreement as an alternative to the distribution of the county undivided local government fund under Sections 5747.51 and 5747.52 O.R.C.

Notwithstanding any provision of this agreement to the contrary, in the event that the statutory percentage share allocable to Hamilton County under provisions of 5747.53(C) should be reduced to thirty percent (this will occur in the event the percentage of population that resides within municipal corporations in the county is 81% or more, as reported in the reports on population in Ohio by the Department of Development as of the twentieth day of July of the year in which the tax budget is filed with the Budget Commission – the County's share of the distribution in that year shall not exceed 30% of the total estimate of the undivided local government for that year) then this agreement shall be null and void for that year and all ensuing years to which it otherwise would have applied, and the distribution of the local government fund by the Budget Commission shall be governed by the provisions of 5747.51 and 5747.52 O.R.C.

	2017 Actual Distribution		2018 Actual Distribution		2019 Actual Distribution
TOWNSHIPS	LGF		LGF		LGF
ANDERSON	380,529.10		394,402.50		418,389.74
COLERAIN	458,181.89		472,476.00		501,972.97
COLUMBIA	43,405.57		44,678.01		47,508.14
CROSBY	15,988.41		16,813.49		17,809.86
DELHI	252,946.38		259,081.08		275,841.40
GREEN	495,556.90		508,865.01		541,395.83
HARRISON	25,499.09		26,499.21		28,095.12
MIAMI	67,893.66		70,811.68		74,906.47
SPRINGFIELD	335,275.57		343,699.48		365,880.60
SYCAMORE	202,156.51		208,569.36		221,585.10
SYMME	150,648.57		156,230.72		165,761.43
WHITEWATER	33,332.39		34,759.63		36,778.85
TOTAL TOWNSHIPS	2,461,414.04		2,536,886.17		2,695,925.51
CITIES					
BLUE ASH	293,422.38		299,453.49		319,335.04
CHEVIOT	85,371.26		87,434.29		93,103.95
CINCINNATI	11,793,767.29		12,361,698.68		12,894,926.65
DEER PARK	50,341.18		51,886.88		55,138.73
FOREST PARK	219,433.29		224,561.91		239,173.60
HARRISON	75,936.06		79,569.47		84,161.57
INDIAN HILL	160,905.73		168,088.83		177,737.94
LOVELAND	101,433.56		104,363.24		110,984.42
MADEIRA	87,463.38		90,645.78		96,270.13
MILFORD	579.39		643.09		667.47
MONTGOMERY	118,461.33		123,599.16		130,962.59
MT.HEALTHY	53,834.61		55,343.42		58,861.57
N.COLLEGE HILL	79,687.12		81,959.32		87,150.48
NORWOOD	276,018.13		280,283.15		299,398.82
READING	104,904.52		107,963.77		114,768.82
SHARONVILLE	143,135.24		148,435.23		157,415.79
SPRINGDALE	180,629.65		184,309.99		196,435.49
WYOMING	88,210.36		91,497.97		97,014.89
TOTAL CITIES	13,913,534.48		14,541,737.67		15,213,507.95
VILLAGES					
ADDYSTON	10,748.17		10,974.09		11,693.90
AMBERLEY	58,886.87		60,758.61		64,575.04
ARLINGTON HEIGHTS	11,950.32		12,207.30		13,006.85
CLEVES	21,504.38		22,389.98		23,695.14
ELMWOOD PLACE	21,444.96		21,854.93		23,306.96
EVENDALE	55,554.56		57,612.20		61,118.31
FAIRFAX	23,658.63		24,363.27		25,908.88
GLENDALE	31,729.95		32,654.90		34,707.59
GOLF MANOR	35,874.03		36,588.19		39,011.16
GREENHILLS	40,877.55		41,811.66		44,537.83
LINCOLN HEIGHTS	120,831.36		125,234.28		127,112.33
LOCKLAND	39,394.84		40,397.29		42,986.15
MARIEMONT	46,880.33		48,481.68		51,511.22
NEWTOWN	22,028.64		22,944.31		24,305.10
NORTH BEND	12,094.93		12,363.86		13,173.55
ST. BERNARD	103,570.66		104,580.19		111,872.86
SILVERTON	45,696.38		46,973.99		49,964.31
TERRACE PARK	32,074.27		33,385.66		35,362.16
WOODLAWN	38,830.98		40,335.91		42,756.75
TOTAL VILLAGES	773,631.81		795,912.30		840,606.09
PARK DISTRICTS					
GREAT PARKS	292,341.00		294,424.95		300,000.00
COUNTY					
HAMILTON COUNTY	11,793,767.29		12,361,698.68		12,894,926.65
GRAND TOTAL:	29,234,688.62		30,530,659.77		31,944,966.20

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion Authorizing the Township Administrator to Enter into a Contract with Waycross for Communication Services

Staff seeks trustee guidance on a motion authorizing the Township Administrator to execute a contract with Waycross Community Media for Communications Services in an amount not to exceed \$20,000.

Rationale:

The Colerain Township Trustees have adopted a Strategic Plan and Budget for 2020 which has, at its core, one major theme: creating connections. As part of this plan, the Township has a Strategic Initiative known as the Communications Contract initiative. At the March 10, 2020 meeting, the Board adopted a motion to permit staff to issue an RFP for Communications & Media Consulting Services.

The Township received one response to the RFP process from Waycross in the amount of \$20,000 for social media services. The full response to the RFP is attached to this agenda item.

As a reminder, Township staff followed a similar purchasing process one year ago and also received one respondent.

COMMUNITY PROGRAMMING BOARD
REGIONAL COUNCIL OF GOVERNMENTS
dba - WAYCROSS COMMUNITY MEDIA

March 30, 2020

Colerain Township
Geoff Milz, Administrator
Re: Communications & Media Consulting Services RFP
4200 Springdale Road
Cincinnati, Ohio 45251

Dear Mr. Milz:

Please find attached our response to the Communications & Media Consulting Services RFP.

Our staff has the experience and capacity available to support the Township's communications and transparency functions. Specifically, we can help with social media and additional video/audio production services.

Thank you for taking the time to review this information.

Sincerely,



Chip Bergquist
Executive Director
chip@waycross.org

Community Programming Board Regional Council of Governments

Response to RFP for COMMUNICATION & MEDIA CONSULTING SERVICES dated 3/11/20
March 30, 2020

2. Experience with Public Sector

The Community Programming Board Regional Council of Governments (DBA Waycross Community Media (Waycross)) has provided services to the City of Forest Park, Village of Greenhills, Springfield Township and the Winton Woods City Schools since 1982; and to Colerain Township and Northwest Local Schools beginning in 2012. These services include:

- Coverage of all council and trustee meetings using three robotic cameras. LIVE cablecast/webcast of each meeting, as well as cable replay throughout the month plus online video on demand.
- Coverage of Public Hearings, zoning meetings and BZA meetings, with cable replay's throughout the month beginning the next day plus online video on demand.
- Coverage and cablecast/webcast of community events (community concerts, festivals, town hall meetings, ribbon cuttings, etc.)
- Creation of podcasts for Forest Park and Winton Woods City Schools
- Production of regular edited programs for each community containing interviews, profiles, program highlights, etc.
- Production of election forums highlighting local issues/races.
- Provision of a video message board between programs on all cable channels.
- Distribution of programming on Spectrum (Channels 4, 8, 979 in Colerain), Fioptics Channels 850-855 and online through pages specific to each community (in Colerain: www.waycross.tv/colerain).
- Provision of other state and federal programming as appropriate.
- Management of the Public and Educational channels (subject to user fees).

3. List of Key Staff

Chip Bergquist, Executive Director

Chip has been with Waycross since 1988. He holds a BA in Telecommunications from Indiana University, Bloomington. He started at Waycross in production. In addition to his current administrative, system design/installation/maintenance and IT duties, he continues to work productions as needed.

Dana Gagnon, Government Programming Coordinator

Prior to her current position as Government Access Coordinator at Waycross, Dana served as Community Outreach Coordinator at the Heritage Village Museum, which included marketing, public relations, social media, press releases, newsletters, and communication with museum members and volunteers. While there, she increased engagement on the museum's Facebook page as well as traffic to their website. Since taking the position at Waycross, Dana has increased the reach on the Waycross Facebook page (@WaycrossTV), Twitter account (@waycross), and YouTube views. Dana holds a BA in English from University of Massachusetts Lowell with an emphasis on Editing and Publishing. She has been a Waycross staff member since 2018.

Tony Suarez, Production Coordinator

Tony has been on staff at Waycross since 2002. He is responsible for our remote multi-camera productions using our 4 camera production truck, as well as many single camera productions. He has crewed or supervised well over 1600 productions while at Waycross. Tony also has worked as a freelance camera operator with several sports production companies. Tony attended the University of Cincinnati.

Dan Gautam

Dan joined the Waycross staff in 2020. Scheduled to graduate from Cincinnati State in May, Dan brings his editing skills to the Waycross staff. He also does single camera and government productions.

4. Written Communication

We are not bidding on this section.

5. Social Media Experience

A consistent social media presence is a crucial component to disseminating information to the residents of Colerain Township. While Colerain already has a fantastic website that is user-friendly and full of information, a website does not put itself in front of people on a regular basis - or let them know when there's new information posted. While e-mail campaigns help, social media keeps information in front of people in a place they visit every day.

We feel we can improve Colerain's social media approach by:

- A. Focusing attention on the social media platform that reaches the widest audience of Colerain Township residents: Facebook. The demographic on Facebook has shifted from high school and college students to businesses, adults, and families.
 - 1. We will assign a Social Media Coordinator (SMC) to oversee Township social media communications, working closely with the administration and department representatives. We will assign a second senior staff member to support the SMC as necessary.
 - 2. The SMC will post information on issues and upcoming events, which will include links to the specific part of the Colerain website that the residents need to access for more information - making it easier for residents to find the right section of the site they need quickly. The SMC will post information on other topics as needed.
 - 3. "Facebook Events" has a built-in reminder system that keeps events in front of people, even when they might forget to look at a calendar on a website. The SMC will make a Facebook event for every public event (meetings, concerts, etc.), which will keep the meetings in front of people, and make them easy for friends to share with neighbors and friends. The event description will include a link to the details on the Township website, to keep all the details in one place.

4. To make sure that all posts match the Township's image, tone and expected message, and to limit the number of people that have the ability to post to Township social media sites, all messaging can be coordinated through the SMC. Each week, different departments can submit topics they would like to see promoted on social media, and then appropriate posts can be scheduled.
 5. If an individual Township department is the main source for information (such as the Fire Department), posts should be shared on the main Township page as well so that residents can count on one go-to page for information.
- B. The SMC will use other social media platforms (such as Cerkl, Twitter, LinkedIn and Instagram) to further enhance the message with different types of posts. Each social media platform is best suited for different types of posts, so posts should be tailored for each platform and not simply copied across platforms.
 - C. The SMC will actively monitor all social media accounts for questions and posts, and quickly respond. When possible, responses would include links to the relevant section of the website to make sure that information shared always comes from the same source and has the same content.
 - D. The SMC will moderate a Facebook Live event (which allows for question and answer sessions) with a representative from different departments at a scheduled time weekly to allow the public to ask questions through the SMC who is following the comment feed. This would allow interaction with a wider variety of residents than can attend meetings, and allow for a more informal environment for residents to share concerns.
 - E. The SMC will also post pre-recorded short video packages to allow departments to answer questions when necessary.

6. Video/Audio Communication Experience

As noted previously, Waycross has been providing government communications services since 1982. Examples of our government programming can be found at www.waycross.tv/vodg.

Waycross maintains dedicated video on demand (VOD) pages for each community (such as www.waycross.tv/colerain). These pages also display the LIVE meetings on meeting days. Waycross can also provide code to embed the VOD pages directly on the Colerain website.

The Waycross Facebook page can be viewed at facebook.com/WaycrossTV

Waycross currently provides a number of communications services to Colerain Township, as detailed in Section 2.

Additional Services

A. Waycross will produce regular video/audio podcasts for the township, as requested by Township Staff. Two examples of video/audio podcasts we currently produce are "Off the Cuff" (Forest Park) <https://www.youtube.com/watch?v=eqE9cf5Sb1w> and "Warrior Supercast" (Winton Woods City Schools) <https://www.youtube.com/watch?v=0R1CaeaRv-0>

B. Waycross will produce video and audio content for use in presentations, video boards, etc. as needed

7. Advisory Communication Experience

We are not bidding on this section.

8. Conflicts of Interest

None

9. Legal Disclosure

The Community Programming Board Regional Council of Governments is a not-for-profit government agency. The board is audited bi-annually by the State of Ohio Auditor's office. The board currently carries no debt, has a year of operating funds in reserve, and has no pending legal actions.

10. Cost Proposal/Fee Structure

Social Media Coordination \$20,000/yr (billed semi-annually)

This includes the services described in Section 5 of this document.

Audio/Video Services No Additional Fee - included in our current MOU.

This includes regular video/audio podcasts and creation of video content for in-house presentations as described in section 6 above.

11. Availability

We anticipate dedicating a minimum of 20 hours per week of staff time to handle the Township social media experience, with someone on staff available as needed.

12. Sample Contract

Please see Attachment B.

13. Other Information

Government transparency is extremely important in today's environment. The social media plan we have outlined, combined with the video production service we have provided for several years, will continue to enhance and improve the transparency of Colerain Township government.

ATTACHMENT A: SERVICES

Vendor Name: Community Programming Board Regional Council of Governments (Waycross)

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.

Memorandum of Understanding

This memorandum of understanding between the Community Programming Board Regional Council of Governments (CPB) and Colerain Township describes the services to be provided by Waycross Community Media (Waycross) to Colerain Township for the period April 15, 2020 to April 14, 2022.

During the term of this agreement, Waycross will:

- **Assign** a Social Media Coordinator (SMC) to oversee Township social media communications, working closely with the administration and department representatives. We will assign a second senior staff member to support the SMC as necessary.
- **Post** information on issues and upcoming events, which will include links to the specific part of the Colerain website that the residents need to access for more information - making it easier for residents to find the right section of the site they need quickly. The SMC will regularly post information on other topics as needed.
- **Create** a Facebook event for every public event (meetings, concerts, etc.), which will keep the event in front of people, and make them easy for friends to share with neighbors and friends. The event description will include a link to the details on the Township website, to keep all the details in one place.
- **Coordinate** topics and information submitted by each department to make sure that all posts match the Township's image, tone and expected message.
- **Include** information shared via social media on the main Township page so that residents can count on one go-to page for information.
- **Make** use of other social media platforms (such as Cerkl, Twitter, LinkedIn and Instagram) to further enhance the message with different types of posts.
- **Actively** monitor all social media accounts for questions and posts, and quickly respond. Responses would include links to the relevant section of the website to make sure that information shared always comes from the same source and has the same content.
- **Moderate** Facebook Live events with a representative from different departments at a scheduled time weekly to allow the public to ask questions through a monitored comment feed.
- **Post** pre-recorded short video packages as necessary.

ATTACHMENT B

Term:

This agreement shall cover the period April 15, 2020 through April 14, 2022.

Services Cost:

\$20,000 per year, payable in bi-annual installments due on May 1 and November 1 of each year.

Chip Bergquist, Executive Director
Waycross Community Media
chip@waycross.org, 513-825-2429

Geoff Milz, Township Administrator
Colerain Township

Date: _____

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Extending the Emergency Declaration in Colerain Township

Recommend adoption of a resolution extending the emergency declaration in Colerain Township.

Rationale:

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in emergency session at _____ p.m., on the 14th day of April, 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. _____

RESOLUTION DECLARING A STATE OF EMERGENCY DUE TO COVID-19

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a respiratory disease that can
result in serious illness or death, which is caused by the SARS-CoV-2 virus that is a new strain
of coronavirus that had not been previously identified in humans and can easily spread from
person to person; and

WHEREAS, due to the discovery of, and increases in, confirmed COVID-19 cases
existing within the State of Ohio, Colerain Township, Hamilton County, Ohio, is being affected
by the COVID-19 in a manner which could endanger the health, safety, and welfare of persons
within the border of Hamilton County, Ohio; and

WHEREAS, on January 31, 2020, Health and Human Services Secretary Alex M. Azar
II declared a public health emergency for the United States to aid the nation's healthcare
community in responding to COVID-19; and

WHEREAS, Ohio Governor DeWine issued Executive Order # 2020-01D on March 9,
2020, designed to protect the well-being of Ohioans from the dangerous effects of COVID-19
which declared a state of emergency in Ohio due to the COVID-19 pandemic; and

WHEREAS, the State of Ohio announced its first case of community acquired COVID-
19 on March 11, 2020; and

WHEREAS, the health risks created by those exposed to COVID-19 along the need to
limit large gatherings of persons per state and local guidance have created a number of issues,
problems, and difficulties for the Township Administration in being able to properly complete its
duties in an effective, efficient, and timely manner to address this global pandemic within the
Township; and

WHEREAS, the event may exceed all locally available public and private resources
available to alleviate the effects of this emergency; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the
Township to take the necessary actions to prevent COVID-19 from spreading and to protect the
health, welfare, and safety of the citizens of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Colerain Township, Hamilton County, Ohio Board of Trustees declares a state of emergency exists in Colerain Township related to the COVID-19 pandemic and hereby invokes and declares under authority provided by the Ohio Constitution and Ohio Revised Code including, but not limited to, RC. Chapter 5502, that the following actions have been determined to be taken in order to protect the health, safety, and welfare of the residents of Colerain Township, Hamilton County, Ohio.

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

1. Pursuant to ORC 5705.41(D)(1) and the Colerain Township Purchasing Policy, given this emergency situation the Board of Township Trustees authorizes the use of then-and-now certificates when necessary to purchase supplies, materials and other goods and services so as not to impede an expedited response to the Public Health Emergency; and
2. The Township rescinds Section 2 of Resolution 12-20 which modified Paid Time Off Policy #1.9. Colerain Township will comply with and hereby adopts the Covid-19 Paid Sick Leave Policy and the Covid-19 Expanded Family and Medical Leave Policy which are attached hereto and incorporated herein by reference.
3. All non-essential employee travel is to be discontinued until further notice.
4. In the event that the Township Administrator is incapacitated, the Assistant Township Administrator shall assume the responsibilities and is duly authorized to act as the interim Township Administrator. In the event that both the Township Administrator and the Assistant Township Administrator are incapacitated, the Chief of Police shall assume the responsibilities and shall be duly authorized to act as the interim Township Administrator.
5. The Colerain Township Senior Center shall be closed until further notice.
6. All hall rentals in the Community Center expecting more than 50 people are encouraged to reschedule, in accordance with Governor DeWine's Guidance.
7. Social distancing shall be encouraged at public meetings by increasing the distance between seats in the audience.
8. As long as the state of emergency is in place, Colerain Township will follow all orders from the State of Ohio and Hamilton County.
9. All Zoning Commission and Board of Zoning Appeals meetings will be suspended throughout the duration of this resolution.

BE IT FURTHER RESOLVED that the State of Emergency shall end on April 30th unless renewed by a majority vote of this Board.

BE IT FURTHER RESOLVED 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

BE IT FURTHER RESOLVED 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.

BE IT FURTHER RESOLVED 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 14th day of April, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township 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 April, 2020.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Matt Wahlert

Discussion of Establishing Business Support Programs

Trustee Wahlert would like to discuss ways in which we can support our business community.

Rationale:

ADMINISTRATION

Department: Board of Trustees

Department Head: Trustee Raj Rajagopal

Discussion of Establishing Local Social Service Support Programs

Trustee Rajagopal would like to discuss the establishment of Local Social Service Support Programs.

Rationale:

OLD BUSINESS

Department: Board of Trustees

Department Head: Jeff Weckbach, Assistant Township Administrator

Policy Book Discussion

Recommended adoption of a motion to set a meeting for an additional work session on the Policy Book.

Rationale:

At the March 10, 2020 Special Meeting of the Board of Trustees - Work Session, the Trustees started a conversation on potential policy changes that the Trustees would like to see. Several drafted policies are attached.

There are an additional set of policies that require Board of Trustee direction before compilation into a newly adopted Policy Book. This likely to be a lengthy discussion that would be best served in a separate work session.

Please note, newly drafted policy language for consideration is attached to this item in front of the Policy Memo from 2-17-2020. A new memo, detailing other organizational policies on sick and vacation time is also attached.



MEMORANDUM

To: Board of Trustees
CC: Jeff Weckbach, Assistant Township Administrator
From: Geoff Milz, Township Administrator
Subject: Policy Changes Analysis – Center for Local Government
Date: April 3, 2020

BACKGROUND

Colerain Township is a member of the Center for Local Government, which is a non-profit based in the Greater Cincinnati region that provides information exchange, collaboration, and other services for all members. As of April 2020 there are 57 number of member local governments.

POLICY COMPARISONS

As a member of the Center for Local Government, Colerain Township has access to any spot survey conducted by the Center from 2016 to 2020. At the March 10, 2020 the Board spent the majority of the meeting discussing Policy Colerain Township Policy 1.9 - Paid Time Off. Below is information from spot surveys from 2016 to present that may help in the review and modification of this policy.

- Survey: 2020 Sick Leave
 - o 5 respondents (plus Colerain Township)
 - o Delhi Township has a sick leave donation bank where sick time is eligible for donation
- Survey: 2020 Vacation Leave
 - o 5 respondents (plus Colerain Township)
 - o # that accrue on pay date: 1.5
 - o # that dump vacation hours annually: 3.5
 - o # that require one year delay before use: 3.5
 - o # that require 6 month delay before use: 1
 - o No delay in use: 0.5
- Survey: 2018 Sick Leave Donation
 - o 11 respondents (plus Colerain Township)
 - o 6 allow donation of sick time
 - o 1 allows donation of vacation time only
 - o 4 do not allow for any donation of sick time or vacation time

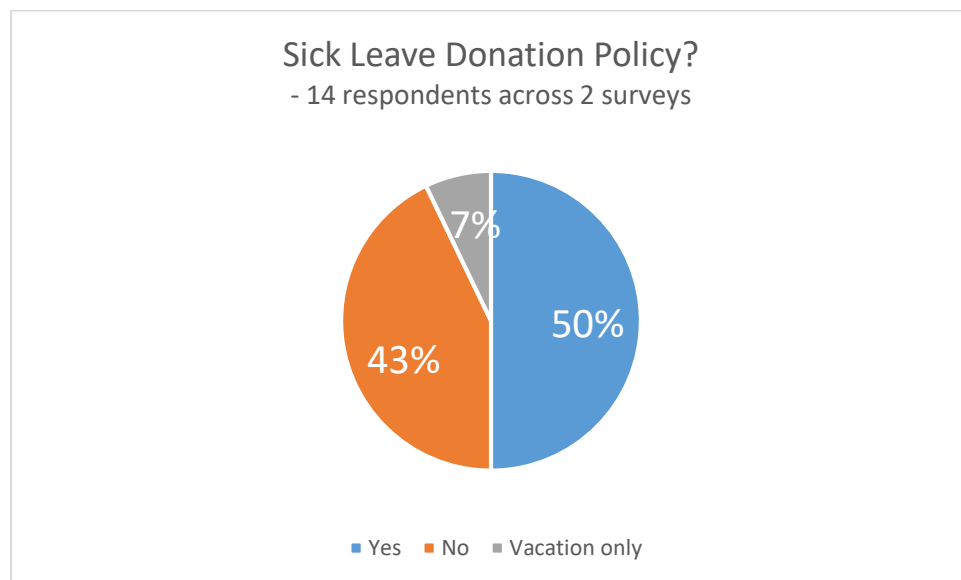
Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Matthew Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

- Survey: 2018 Vacation Leave
 - o 14 respondents (plus Colerain Township)
 - o 9.5 receive deposit of vacation hours once per year
 - o 3.5 accrue either monthly or with each payroll
 - o 6 allow their employees to use vacation time immediately on hire
 - o 3 do not allow their employees to use vacation time until 1 year anniversary
 - o 5 decide if they will allow an employee to use vacation time within the first year on a case by case basis
- Survey: 2017 Paid Time Off
 - o 16 respondents (Colerain Township did not respond)
 - o 2 offer paid time off and do not delineate between sick time and vacation time
 - Anderson Township
 - City of Hamilton

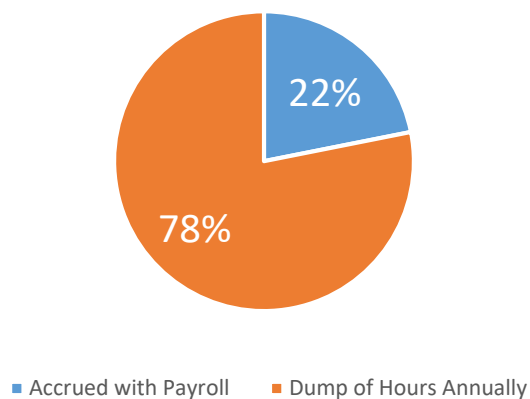
SUMMARY

Vacation and sick time are treated differently in a number of departments and organizations. Each organization appears to differ in its approach to use of vacation time, accrual of vacation time, and sick time donation banks. There is no true best practice that is employed by the entire region or all governments in this area. Below of summary graphical snapshots of the data from the surveys:



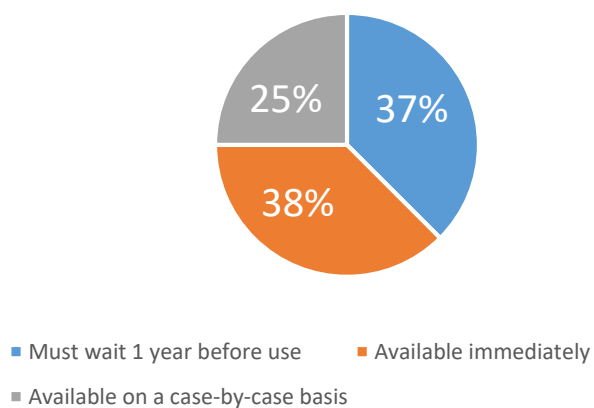
Vacation Accrual?

- 16 respondents across 2 surveys



Vacation Use Immediately?

- 16 respondents across 2 surveys



RECOMMENDATION

Staff seeks direction from the Board of Trustees on these policy matters. Regardless of the policy decision of the Trustees, there will likely be implementation issues that will need to be addressed by the Trustees as well.

ATTACHMENTS

Center for Local Government Survey Responses

Leave (Vacation / Leaves with Pay)

Colerain Twp:

XI. LEAVES WITH PAY (VACATION LEAVE)

A. Vacation Accrual Rate

- * 1 - 8 years of continuous service 80,6 hrs, or 10 days
- * 9 - 15 years of continuous service 119,6 hrs or 15 days
- * 16 - 25 years of continuous service 16L21HS, or 20 days
- * 25 years of continuous service or more 2002 hrs, or 25 days

B. Vacation (Post January 1, 1987 hires,)

1. Vacation period for each employee will begin on their anniversary date of hiring Employee must complete one full year of service before taking said vacation unless otherwise approved by the Board of Trustees..

2. Full-time employees must take a minimum of 80 hours vacation each year after one year of employment vacation accrual.

3. A full time employee may carry over accumulated vacation leave of a maximum of ten work days (80 hours) forward into the next year. Unless otherwise stated in the Collective Bargaining Agreement Accrued vacation leave in excess of ten work days (80 hours) is dropped and lost on the anniversary date of said employee having accumulated the excess,

(EXAMPLES: Employee A is hired February 1, 1990. On February 1, 1991 the employee has accrued 80 hours vacation time and has earned the right for said vacation; however, employee A does not take any of his accrued vacation during the year of 1991. Consequently, he has carried forward eighty (80) hours vacation and has 160 hours accrued, This employee must take at least eighty (80) hours vacation prior to February 1, 1993 or he will lose the accrued hours over 80 on this anniversary.

Employee B was hired on February 1, 1981 He has taken all accrued vacation through the first eight years, He is now entitled to one hundred twenty (120) hours vacation for his ninth year of service beginning February 1 , 1990, Employee B must take at least forty (40) hours of vacation by February 1, 1991 or he will lose that amount while carrying forward the eighty (80) hours allowed in the policy)

C. Vacation (Pre 12/31/86 Hires)

1. Employees who have vacation time accrued in excess of the maximum allowed by the policy that is accrued prior to December 31, 1986, may carry over such pre-1987 balances indefinitely, subject to the following conditions:

- a. Employees may elect to take "pre-1987" accrued vacation time at any future date during their employment with the Township except at retirement
- b. Employees may be paid for "pre-1987" accrued vacation at a rate of pay not to exceed their highest rate of pay during their employment year 1986, upon their retirement, or separation in employment with the Township. Vacation taken in conjunction with retirement may be taken from the post 1/1/87 accrued balance only.

D. Vacation Usage

1. Vacation time shall not be granted for less than 1 hr, up to a maximum of six (6) half days per year.

2. Vacation requests must be in writing to the employee's Department Manager in sufficient time to allow for proper scheduling, It shall be the responsibility of the Department Manager to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate

Collective Bargaining Agreements, Department Managers must give written request for vacation to the Township Administrator.

E. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency,

F. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.

G. Payment at employee's retirement or termination of employment shall be made for any vacation pay earned but not taken, subject to any and all sections of this policy.

Columbia Twp:

7.3 Vacation Leave

In order to use vacation time, an employee must have completed one year of service with the Township. The vacation accrual schedule is as follows:

One Year of Continuous Service:	40 hours or 5 days
Two Years of Continuous Service:	80 hours or 10 days
Five Years of Continuous Service:	120 hours or 15 days
Fifteen (15) years of continuous service:	200 hours or 25 days

Full time and part-time, regular employees are eligible for paid vacation time in accordance with the above schedule. Part-time, regular employees will receive vacation pay in proportion to the number of hours they normally would be scheduled to work.

Requests for vacation should be submitted in writing at least two weeks in advance to your supervisor. When possible, vacation periods will be assigned in accordance with employee requests, taking operating requirements into account. Generally speaking, length of employment determines priority when scheduling vacation times.

Employees will be paid for any earned but unused vacation upon termination

Delhi Twp:

Section 5.06 Paid Vacation

The vacation benefit provides eligible full-time employees, not covered by a collective bargaining agreement, with paid personal leave from work. Part-time and temporary employees are not eligible for paid vacation leave. Based upon length of service, full-time employees are eligible for the following amounts of vacation:

<u>Length of Service</u>	<u>Number of Days Vacation</u>
one (1) year, but less than five (5) years	10 days
five (5) years, but less than thirteen (13) years	15 days
thirteen (13) years, but less than twenty-four (24) years	20 days
twenty-four (24) or more years service	25 days

All vacations will be based on the calendar year concept. Solely for vacation computation purposes, an employee will be deemed to have reached his/her "one year" anniversary status on the January 1st following his/her hiring date regardless of when he/she was hired. If, however, an employee reaches six (6) calendar months of employment prior to his/her one year anniversary status, the employee will be eligible for one week vacation leave.

Example of Length of Service Status for Vacation Computation: If an employee is hired in August, he/she shall reach the one year status on the following January 1st. The anniversary date solely for vacation calculation shall become the January 1st prior to hiring (except in the case of previous state service as defined in the next paragraph). The amount of vacation due each employee, according to the above formula, shall be granted to each employee on January 1 of each year.

Prior State Service Computed in Vacation Time: Solely for vacation leave computation purposes, certain employees who currently are eligible to be granted vacation leave may be entitled to receive credit for their prior public service with an agency of the State of Ohio. Determination of the amount of that prior service credit, if any, is addressed in accordance with Ohio Revised Code Section 9.44, as amended. Employees with prior full time public service with a township in the State of Ohio should notify Township Administration.

Employees shall not carry over unused vacation time from one year to the next. Any unused vacation time will be forfeited. The sole exception may occur when an individual's work schedule does not permit him/her to take scheduled time off. In such a limited circumstance, and with prior written approval from the Township Administrator, he/she may then carryover vacation time up to a maximum of forty (40) hours. Employees may not 1) receive a cash equivalent for accumulated but unused vacation; 2) transfer vacation time to other staff; 3) exchange paid sick days for vacation time.

An employee may be required to split his/her vacation days and/or to schedule them at a time other than peak business periods.

Vacation pay for an hourly employee will be paid at the employee's regular rate of compensation for the regular number of hours an employee would be scheduled on a regular work day. Vacation pay for one week for a salaried employee is included in his/her salary for the week. Pay for vacation of less than one week shall be proportional to these amounts.

Consideration will be given to the employee's scheduling preference whenever possible. It is important to note that Delhi Township's primary responsibility is to maintain a sufficient level of staffing to maintain its services. Accordingly, employees must complete a vacation request form when applying for vacation time off. The employee's supervisor will review the form and subsequently issue an approval or denial of the request. The method used to schedule vacations shall be determined by the department head.

An employee who resigns or is terminated will receive vacation pay for all vacation accumulated but unused as of the separation date.

Fairfax:

5.3 Vacations

All regular full-time employees are entitled to vacation leave. Employees are entitled to vacation according to the following schedule:

- After one year of continuous service: 2 weeks vacation each year
- After seven years of continuous service: 3 weeks of vacation each year
- After fifteen years of continuous service: 4 weeks of vacation each year

Vacation time shall not be accumulated from one service anniversary year to another. Any unused vacation time is forfeited at the end of the calendar year, and no employee shall be entitled to compensation for the same.

Every effort will be made to grant your vacation at the time you desire. However, vacations cannot interfere with your department's operation and therefore must be approved by your manager within his/her discretion. One (1) monthly advance notice is required for planned vacations longer than 3 days. Otherwise, advance notice shall be given as soon as is practicable. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority.

Fairfield:

VI. Employee Benefits

b. Leave of Absence

Vacation

Full-time employees with at least one (1) year of continuous service are eligible for the following vacation benefits:

<u>Length of Service</u>	<u>Vacation Benefit</u>
1 year	2 weeks
7 years and over	3 weeks
14 years and over	4 weeks
24 years and over	5 weeks

Each five (5) years after 24 years will add one (1) additional week or 40 hours of vacation. In some cases, labor agreements and varied working schedules have modified this vacation leave schedule.

Any full-time employee of the City of Fairfield who has previously worked full-time for the State of Ohio or any political subdivision of the State of Ohio shall be allowed to transfer the full-time seniority from his/her previous employer for the purposes of determining eligible vacation time with the City of Fairfield.

Selection and scheduling of vacation dates is based on seniority in accordance with procedures specified by the employee's respective collective bargaining agreement. Non-bargaining unit employees' vacations will be scheduled with the approval of their supervisor. Employees on the Exempt Banded Pay Structure who have accrued at least 40 hours of vacation leave will be required to take a mandatory vacation consisting of at least five (5) consecutive works days (40 hours) each calendar year (the 5 consecutive days may be interrupted by weekends or holidays).

Unused vacation time may not be accrued beyond that accumulated by the employee over the most recent three (3) year period of his/her employment. Any accumulation over that amount will be lost and will not be credited to an employee for the purposes of compensation. For example, an employee with 17 years of service, who earns 4 weeks of vacation time per year, would only be allowed to accumulate a vacation time balance of 12 weeks.

Indian Hill

VIII. EMPLOYEE BENEFITS

A. PAID LEAVES OF ABSENCE

2. Vacation Benefits

Full-time employees are eligible for paid vacation benefits according to the following schedule.

Employees are eligible to earn paid vacation beginning on their first day of employment with the City.

1. Vacation Leave Applicable to Non-Uniformed Employees hired prior to January 1, 2003- Full-time employees covered by this ordinance who were hired prior to January 1, 2003 shall be entitled to two (2) calendar weeks (10 work days) of vacation with full pay after service of one (1) year, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to three (3) calendar weeks (15 work days) of vacation leave with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to four (4) calendar weeks (20 work days) of vacation leave with full pay.

Employees who do not use all of their annual vacation before the end of the current year may carry over up to one-half of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half of the employee's annual entitlement.

2. Vacation Leave Applicable to Non-Uniformed Employees hired after January 1, 2003- Full-time employees covered by this ordinance who begin employment after January 1, 2003 shall be entitled to accrue 3.077 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 4.615 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.154 hours of vacation per pay period, or four (4) calendar weeks (20 workdays) of vacation leave annually, with full pay.

3. Vacation Leave Applicable to Police Department Employees - Full-time employees of the Indian Hill Rangers covered by this ordinance shall be entitled to accrue 4.308 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.462 hours of vacation per pay period, or three (3) calendar weeks of vacation leave annually, with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 8.615 hours of vacation per pay period, or four (4) calendar weeks of vacation leave annually, with full pay.

Employees who do not use all of their accrued annual vacation before the end of the current year may carry over up to one-half of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half of the employee's annual entitlement.

Leave (Sick)

Colerain Twp:

XII. SICK LEAVE

A . All full time employees shall accrue sick leave credit at a rate of 4.6 hours for each eighty (80) pay period not to exceed 15 workdays or 120 hours per year Sick leave will not accrue during non-paid leave of absence, suspension, or times of lay-off.

B. Advanced use of sick leave shall not be granted.

C. The specified annual sick leave (15 workdays, 120 hrs per year) shall be accumulated without limit.

D. Notification. Employees who are unable to report for work who are not on previously approved sick leave shall be responsible for notifying their immediate supervisor that they are unable to report for work. The time requirement for such notification shall be established by each Department's Manager.

E. Employees who do not report for work due to sickness and who have exhausted all of their sick leave days may still be subject to disciplinary action for being absent without approved leave. Sick leave shall be granted to an employee only upon approval of the Department Manager, subject to the Trustees or their designated agent and only for the following reasons:

1. Illness, injury, or pregnancy related condition of the employee.

2. Examination of the employee including medical, dental, psychological, or optical examination provided by the appropriate licensed practitioner, when examinations cannot be scheduled during non-working hours

3. Employees are entitled to use up to five (5) work days / 40 hours whenever there is a death in the employee's immediate family.

4. Illness, Injury, or pregnancy related condition of a member of the employee's immediate family when being treated by an appropriate licensed practitioner and the employee's presence is necessary.

5. Immediate Family includes the following: Mother, Father, Grandfather, Grandmother, Stepchildren, Grandson, Granddaughter, Sister, Brother, Daughter, Son, Spouse, in-laws including: Son, Daughter, Father, or Mother-in-law; and any other legal guardian relationship in which a person stands in place of a parent

6. Nothing in this section shall be construed as to require the Board of Trustees or its designee to approve the use of sick leave. The Board of Trustees or its designated agent may investigate all usage of sick leave. If upon investigation, there is reason to believe sick leave has been improperly used, the Trustees or their designee may withhold approval until such time as a statement by a licensed practitioner is produced or it is otherwise established that the absence constituted a proper use of sick leave.

7. Evidence of Use- Employees may be required to furnish a satisfactory written and signed statement by an appropriate practitioner to justify use of sick leave

For extended sick leave exceeding three (3) consecutive work days it shall be mandatory that the employee provide a statement from a licensed practitioner specifying the reason for the employee's inability to report for work and the probable day of recovery and availability to perform normal work duties.

Any employee who has used in excess of eighty (80) hours of sick leave within any six month period shall provide a statement from a licensed practitioner specifying the employee's inability to report for work. Such statements shall be required beginning on the eighty-first (81) hour of sick leave. Failure to produce the required statement shall result in the employee being determined to be on leave without pay and will result in a deduction in payroll for any subsequent absentee's beyond the eighty (80) hour period without the required statement.

8. Sick leave, when approved shall be charged in increments of 1 hour or as specified in the Collective Bargaining agreement.

9. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

10. Full time employees with tenure of ten (10) years of public service and having not previously received payment for accumulated unused sick leave shall be paid cash for 1/4 of the value of the accrued sick leave to a maximum accumulation of 1,440 hours upon leaving the employment of Colerain Township or as stated in the appropriate Collective Bargaining Agreement (i.e., maximum payment will be up to 45 days).

11. Seasonal Employees and part time employees earn no sick leave benefits.

Columbia Twp:

7.2.4 Personal Leave/Sick Leave

Employees shall be entitled for each completed 80 hours of service to sick or personal leave of four and six tenths hours with pay. Employees may use sick or personal leave for absence due to) personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family or any other personal reason. Unused sick / personal leave shall be cumulative to a maximum of 150 days/1200 hours. When sick or personal leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Notice of absence will be given by employees with as much notice as possible.

Employees will be paid for any earned but unused personal day upon termination.

Delhi Twp:

Section 5.05 Employee Notice and Application for Time off from Work

Each employee seeking time off from work shall, as soon as is practicable, complete a Request for and Report of Time off from Work form and submit it to his/her immediate supervisor. The supervisor will, on that form, signify approval, modification, or denial of the employee's request. The employee will be provided with a copy of the completed form. If approved, the original will be submitted to the payroll officer, along with the employee's time sheet, for the corresponding pay period.

(a) Paid Sick Leave

Full-time employees are eligible for paid sick leave. Paid sick leave is not available to part-time or temporary employees. Paid sick leave will accrue at the rate designated by an employee's position. Paid sick leave will accrue at the following rate for an employee who works forty (40) hours per week:

<u>Full-time Employee Designation</u>	<u>Paid Sick Leave Accrual Rate</u>	<u>Maximum Annual Paid Sick Leave Accrual</u>
Hourly/Salary	4.615 hrs/per 80 hour pay period in "active pay status"*	120 hours = 15 days

* Solely for purposes of calculating paid sick leave hours, "active pay status" is defined as hours worked and any paid time off hours (vacation, paid sick leave, bereavement leave, holidays). It shall not include non-paid time off.

Approved paid sick leave for an hourly employee will be paid at the employee's regular rate of compensation. The number of hours compensated for a day of paid sick leave will vary according to an employee's job classification. Paid sick leave for a salaried/paid employee will be included in his/her salary for the week.

(b) Accumulation of Paid Sick Leave

Eligible full-time employees may accumulate unused paid sick leave up to a maximum of 300 days. Unused, accumulated paid sick leave may not be converted to cash, personal holidays or vacation. Unused, accumulated paid sick leave shall be forfeited upon termination of employment with three narrow exceptions: (1) upon the retirement of any full-time employee under the state retirement system who was in the service of the township for a period of at least ten (10) continuous years, he/she will be entitled to a payout of ten (10) percent of the value of the full-time employee's unused and accumulated paid sick leave credit up to the maximum 300 day limit, (2) upon the retirement of any full-time employee under the state retirement system who was in the service of the township for a period of at least twenty (20) continuous years, he/she will be entitled to a payout of twenty (20) percent of the value of the full-time employee's unused and accumulated paid sick leave credit up to the maximum 300 day limit; or (3) the same payout arrangement shall be made to the full-time employee's spouse or estate upon the death of an employee who was actively employed by the township.

An employee may only use paid sick leave up to the amount that has been accumulated at the time of need. If paid sick leave is exhausted, an employee may opt to use available and unused vacation or may apply for any applicable unpaid leaves of absence. Otherwise, any medically related and approved absence in excess of the number of paid sick leave days accumulated to his/her credit will be without pay.

(c) Use of Paid Sick Leave

Paid sick leave may be utilized with approval of the eligible full-time employee's immediate supervisor for any of the following reasons:

- inability to work due to a medically diagnosable condition or disability;
- unexpected immediate family (spouse, child, parent, same residence dependents) medical emergency where the employee's presence is unavoidably necessary;
- medical, dental, or optical examinations or treatments for the employee or a member of his/her immediate household (spouse, child, parent, same residence dependents) upon prior approval of his/her immediate supervisor;
- bereavement leave as set forth in this Summary.

(d) Notification

When an employee is unable to report to work due to any of the above-referenced medical reasons, and therefore intends to use paid sick leave, he/she must notify his/her immediate supervisor

directly within one (1) hour of his/her scheduled starting time on the first day of the absence. He/she must notify his/her immediate supervisor on each succeeding day of the absence unless the immediate supervisor authorizes the employee to report less frequently than daily. Failure to provide notice may result in forfeiture of the paid sick leave day(s). The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full paid sick leave day, the employee must notify his/her immediate supervisor of his/her arrival and/or departure times. An employee shall not take paid sick leave in less than one-half (1/2) hour increments.

(e) Documentation Required

Medical documentation may be required for any amount of paid sick leave taken.

(f) Sickness while on Vacation

If an employee becomes injured or ill while on scheduled vacation, and that injury or illness confines him/her to a hospital or a residence, the employee may opt to charge his/her time away to any unused, accumulated paid sick leave days. Proper documentation confirming the injury or illness must be submitted to his/her immediate supervisor before such a change can be made.

(g) Sick Leave Donation

Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave on or after June 1, 2000. The intent of the sick leave donation policy is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of sick leave due to the serious illness or injury of the employee or a member of the employee's immediate family.

1. An employee may receive donated sick leave up to the number of hours the employee is scheduled to work each pay period or as provided in Paragraph G.1(d), if the employee who is to receive donated leave:

- (a) Or a member of the employee's immediate family has a serious illness or;
- (b) Has no accrued leave;
- (c) Has not been approved to receive other paid benefits; and
- (d) Has applied for any paid leave, worker's compensation, or benefits program for which the employee is eligible. An employee who has applied for these benefits may use donated sick leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated sick leave may be used up to an amount equal to the benefit for which the employee applied (e.g., seventy percent for disability leave benefits) while the employee's application is pending approval.

2. Employees may donate sick leave if the donating employee:

- (a) Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned;
- (b) Donates a minimum of eight hours, subject to a maximum of ten percent (10%) of their sick leave hours; and
- (c) Retains a sick leave balance of at least eighty (80) hours.

3. The sick leave donation policy shall be administered on a pay period by pay period basis. Employees using donated sick leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Sick leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall be considered sick leave, but shall never be converted into a cash benefit.

Fairfax:

5.4 Sick Leave

As more specifically set forth by ordinance, all regular full-time employees are entitled to a certain amount of time off, some with pay and, where appropriate, some without pay, for your own illness or that of a family member. The circumstances under which you are entitled to time off are set forth by Village Ordinance. In general, you will receive fourteen sick days per calendar year, seven of which are designated to be used for short term illness and seven of which are designated to be used for long term illness. You may accumulate sick days from year to year, not to exceed a total of fourteen short term sick days and seventy six long term sick days. You may be asked to provide satisfactory proof of illness, and before taking time off for a family member's illness, your Department Head must certify that the department can spare your absence from work. Generally, you are entitled to three consecutive days off with pay, but may receive additional paid days off if your physician certifies that those days are necessary for you to take off work. You may appeal your Department Head's decision not to extend you additional days off with pay to the Mayor, in writing and within seven days of your return to work, and then to Council, in writing and within seven days of the Mayor's decision. Under no circumstances will you be entitled to compensation for any unused sick days which you have accumulated.

Fairfield:

VI. Employee Benefits

b. Leave of Absence

Sick Leave

Sick leave is accrued at a rate of twelve (12) days annually, unless otherwise modified by a labor agreement. Sick leave time may be accumulated, but balances generally may not exceed 120 total days. Generally, you must call your supervisor prior to the start of your workday or shift to request sick leave. Failure to notify your supervisor can result in disciplinary action.

See the City policy on sick leave, or consult your supervisor or the Human Resources Office for more details.

Indian Hill

VIII. EMPLOYEE BENEFITS

A. PAID LEAVES OF ABSENCE

4. Sick Leave Allotment

1. Non-uniformed employees- Each full time employee will be given a credit of 1.25 sick days for each month of service. This credit may accumulate up to 120 days. Sick leave credits can be only be used for illness or injury (not job related), absence due to childbirth or related medical procedure, absence caused by employee being quarantined and absence made necessary by serious illness of a spouse or child of the employee.

2. Police Department employees- Each full time employee shall be entitled for each completed month of service, to sick leave of ten (10) hours with pay. Unused sick leave shall be cumulative up to 960 hours, unless more than 960 hours are approved by the City Manager.

5. Sick Leave Procedures Applicable to All Employees

The act of requesting paid sick leave constitutes an agreement from the employee to furnish, upon request, all necessary information about the absence to the supervisor.

No sick leave will be paid unless the employee properly reports his/her absence to the appropriate supervisor. All sick leaves will be at straight time rate. Employees must report their absence no later than 15 minutes after the start of the scheduled duty hour.

Supervisors will in each case satisfy themselves of the legitimacy of each absence and take the necessary steps to insure that sick leave use is monitored and reasonably controlled. Employees absent for personal illness more than 4 times in a twelve month period will be required to explain to their department head what they are doing to improve their attendance and may be asked to furnish medical reports as to their fitness and ability to perform their work assignments satisfactorily. *(Transitional Work Program Policy and Procedure Manual may be utilized where appropriate)(See Addendum)*

It is further provided that, upon approval of the City manager, an employee who is unable to perform his or her regularly assigned duties (or duties which may have been especially assigned due to the nature of the incapacitation) may be absent from work for a period equal to his or her accumulated sick leave, up to a maximum of 90 days in any calendar year, but in no case longer than the period of disability. There will be no loss of time charged against his or her accumulated sick leave days if the incapacitation is the result of an injury suffered in the course of the performance of such employee's duties and a Workers Compensation claim has been approved for such injury.

Q1 What is your name and jurisdiction?

Answered: 15 Skipped: 0

#	RESPONSES	DATE
1	Scot Lahrmer Amberley Village	3/6/2018 10:01 PM
2	City of Middletown	3/6/2018 8:06 AM
3	Suzanne Parker, Anderson Township	3/2/2018 4:38 PM
4	Shannon O'Connell Colerain Township	3/2/2018 9:19 AM
5	Delhi Jack Cameron	3/1/2018 9:18 AM
6	City of Fairfield	2/28/2018 5:51 PM
7	Washington Township, Dawn Barnett	2/28/2018 4:30 PM
8	Larry Mullins - Springfield Township	2/28/2018 4:24 PM
9	Joan Tumblison West Chester Township	2/28/2018 3:09 PM
10	Lori Thompson	2/28/2018 3:04 PM
11	City of Forest Park	2/28/2018 2:49 PM
12	City of Springboro	2/28/2018 2:33 PM
13	Jessica Chaney - Village of Indian Hill	2/28/2018 2:18 PM
14	Moeller/Madeira	2/28/2018 1:49 PM
15	Claudia Carroll/Pierce Township	2/28/2018 1:30 PM

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Answered: 15 Skipped: 0

#	RESPONSES	DATE
1	annually	3/6/2018 10:01 PM
2	Annually	3/6/2018 8:06 AM
3	With each bi-weekly pay period.	3/2/2018 4:38 PM
4	Annually	3/2/2018 9:19 AM
5	Annually	3/1/2018 9:18 AM
6	Annually	2/28/2018 5:51 PM
7	Last pay of the month.	2/28/2018 4:30 PM
8	Annually	2/28/2018 4:24 PM
9	Annually	2/28/2018 3:09 PM
10	monthly	2/28/2018 3:04 PM
11	Annually. You must work here an entire year before receiving any vacation. So by the time you can use it, you technically accrued it all the prior year.	2/28/2018 2:49 PM
12	Annually	2/28/2018 2:33 PM

13	Employees hired prior to 01/01/2003 accrue vacation time annually. Employees hired after 01/01/2003 accrue vacation time per pay period.	2/28/2018 2:18 PM
14	Yes	2/28/2018 1:49 PM
15	Annually	2/28/2018 1:30 PM

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

Answered: 14 Skipped: 1

#	RESPONSES	DATE
1	As of 1/1/18 any new employee not covered under a bargaining agreement is given PTO hours instead of vacation and sick leave hours.	3/6/2018 8:06 AM
2	No	3/2/2018 4:38 PM
3	No	3/2/2018 9:19 AM
4	No	3/1/2018 9:18 AM
5	No	2/28/2018 5:51 PM
6	No	2/28/2018 4:30 PM
7	No	2/28/2018 4:24 PM
8	N/A	2/28/2018 3:09 PM
9	no	2/28/2018 3:04 PM
10	No	2/28/2018 2:49 PM
11	No, it has been annually for at least 15 years or longer.	2/28/2018 2:33 PM
12	See above.	2/28/2018 2:18 PM
13	Have not changed.	2/28/2018 1:49 PM
14	This year our Fire Department union contract moved the time accrued from anniversary date to calendar year.	2/28/2018 1:30 PM

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Answered: 15 Skipped: 0

#	RESPONSES	DATE
1	no	3/6/2018 10:01 PM
2	A new employee receives 20 PTO hours upon hire and then additional prorated hours are added after completion of 90 days. On January 1st of the year after hire, they will receive additional hours based upon their years of service. PTO hours may accumulate up to a maximum of 400 hours.	3/6/2018 8:06 AM
3	Yes.	3/2/2018 4:38 PM
4	Yes	3/2/2018 9:19 AM
5	Township time transfers and exceptions have been made for seasoned candidates and key positions based on local government experience not in a Township.	3/1/2018 9:18 AM
6	No	2/28/2018 5:51 PM

7	Yes	2/28/2018 4:30 PM
8	Yes	2/28/2018 4:24 PM
9	Only in certain instances for some management personnel	2/28/2018 3:09 PM
10	under certain conditions; will email policy	2/28/2018 3:04 PM
11	We allow them to bring their time served in other communities when calculating the amount of vacation they will receive, but they still must wait one year after hire to use the vacation.	2/28/2018 2:49 PM
12	Yes, we will typically post it when the are hired.	2/28/2018 2:33 PM
13	Yes, full-time employees who begin employment accrue a minimum of 3.077 hours of vacation per pay period.	2/28/2018 2:18 PM
14	Generally, no. But we have for department head level positions.	2/28/2018 1:49 PM
15	No	2/28/2018 1:30 PM

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Answered: 8 Skipped: 7

#	RESPONSES	DATE
1	Section 14 PAID TIME OFF (PTO) (A) Eligibility. Only full-time employees are eligible for PTO. Seasonal, temporary, emergency, and other part-time employees are not eligible, except as otherwise provided herein. (B) (1) At Hire. New employees may use up to twenty (20) hours of PTO upon hire and may use the remaining hours, in accordance with the schedule below, after they have been employed by the City for ninety (90) days. Scheduling of PTO during the year of hire will be at the discretion of the supervisor. An incumbent employee who is promoted to the position of department director or city manager shall receive PTO in accordance with Section 14(E) below, which shall be pro-rated based on the date of their appointment. Month of Hire Permanent Full-Time Department Director City Manager January 162 216 252 February 144 192 224 March 126 168 196 April 108 144 168 May 90 120 140 June 72 96 112 July 54 72 84 August 36 48 56 September 20 24 28 October 20 24 28 November 20 24 28 December 20 24 28 (C) First Full Year of Service. On January 1st of the first full calendar year of employment, employees will be deemed to have earned their PTO in accordance with this ordinance, in full, which may be scheduled at any time during such first full year of employment in accordance with department policy. 16 (D) Subsequent Years of Service. On January 1st of an eligible employee's second full year of service and in each year thereafter, employees shall receive PTO in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. PTO will be deemed to have been earned in the employee's prior year of service, except as otherwise provided herein. Upon termination or retirement, or in the case of leave without pay, PTO shall be pro-rated on the basis of monthly accrual. When calculating PTO earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire. Years of Service Permanent Full Time Department Directors City Manager 1 – 4 180 240 280 5 – 9 200 260 300 10 – 14 220 280 320 15 – 19 240 300 340 20 – 24 260 320 360 25+ 280 340 380 For purposes of this schedule, the Chiefs of the Divisions of Fire and Police shall be treated as Department Directors. (E) Part-time Employees. Part-time employees shall receive PTO based on the number of hours actually worked in the previous year as follows: Years of Service Less than 1040 hours 1040 Hours – 1559 Hours 1 – 4 0 40 hours 5 – 9 0 48 hours 10 or more 0 56 hours Years of service shall not include prior service as a full-time employee of the City. Paragraphs (B), (C), and (D) of this section do not apply to part-time employees. Part-time employees are not entitled to any terminal benefits as the result of this subsection. If a part-time employee becomes a full-time employee, they will receive PTO pursuant to Section 14(B), less any PTO hours already used during that year as a part-time employee. (G) Incremental Usage. PTO may be used in increments of two (2) hours. (H) Accrual and Terminal Payout. Employees may carry over PTO from year-to-year to the maximum accrual permitted, which is four hundred (400) hours. Upon termination, employees shall be paid for all accrued PTO. 17 (I) Policy and Procedures. The City Manager is authorized to develop policies and procedures regarding the accumulation, scheduling and use of PTO consistent with the terms of this Ordinance	3/6/2018 8:06 AM

2	Accrued on anniversary date based on years of service.	3/2/2018 9:19 AM
3	Paid Vacation Approved: 01/29/2014 Retroactive to: 01/01/2014 The vacation benefit provides eligible full-time employees, not covered by a collective bargaining agreement, with paid time off from work. Part-time and temporary employees are not eligible for paid vacation leave. Based upon length of service, full-time employees are eligible for the following amounts of vacation: Number of Hours Length of Service of Vacation After the completion of one year 80 hours After the completion of five years 120 hours After the completion of thirteen years 160 hours After the completion of twenty years 200 hours All vacations will be based on the calendar year concept. Solely for vacation computation purposes, an employee will be deemed to have reached his/her "one year" anniversary status on the January 1st following his/her hiring date regardless of when he/she was hired. If, however, an employee reaches six (6) calendar months of employment prior to his/her one year anniversary status, the employee will be eligible for 40 hours vacation leave. Example of Length of Service Status for Vacation Computation: If an employee is hired in August, he/she shall reach the one year status on the following January 1st. The anniversary date solely for vacation calculation shall become the January 1st prior to hiring (except in the case of prior full time service with a township within the State of Ohio as defined in the next paragraph). The amount of vacation due each employee, according to the above formula, shall be granted to each employee on January 1 of each year. Prior Service Computed in Vacation Time: Solely for vacation leave computation purposes, employees who are eligible for vacation leave may be entitled to receive credit for their prior full time public service with a township within the State of Ohio. Determination of the amount of that prior service credit, if any, is addressed in accordance with Ohio Revised Code Section 9.44, as amended. Employees with prior full time public service with a township in the State of Ohio must notify Township Administration at the time of hire and provide written documentation of such service to Township Administration within the first sixty days of their employment. It is the intent of the township that employees make use of all vacation time in the year that it is granted. An employee may carry over a maximum of 40 hours of vacation leave from one year to the next. At no time may an employee receive a cash equivalent for unused vacation time (except upon termination or retirement); transfer vacation time to other staff, or exchange paid sick days for vacation time. Consideration will be given to the employee's scheduling preference whenever possible. It is important to note that Delhi Township's primary responsibility is to maintain a sufficient level of staffing to maintain its services. Accordingly, employees must receive prior approval by the employee's supervisor or department head for all vacation requests. The method used to schedule vacations shall be determined by the department head. An employee who resigns or is terminated will receive full pay for all accumulated, but unused, vacation hours as of the separation date.	3/1/2018 9:18 AM
4	Full-time employees with at least one (1) year of continuous service are eligible for the following vacation benefits: Length of Service Vacation Benefit 1 year and over 2 weeks 7 years and over 3 weeks 14 years and over 4 weeks 24 years and over 5 weeks 29 years and over 6 weeks 34 years and over 7 weeks	2/28/2018 5:51 PM
5	If an employee begins employment on or after the 16th, the credit begins to accrue the following month. Employees shall be credited with vacation leave on a per month basis on the last pay of each month.	2/28/2018 4:30 PM
6	Will email it to Andy.	2/28/2018 4:24 PM
7	sending to Andy.	2/28/2018 3:04 PM

8

Full-time employees are eligible for paid vacation benefits according to the following schedule. Employees are eligible to earn paid vacation beginning on their first day of employment with the City. a. Vacation Leave Applicable to Employees hired prior to January 1, 2003. Full-time employees who were hired prior to January 1, 2003 shall be entitled to two (2) calendar weeks (10 work days) of vacation with full pay after service of one (1) year, including prior service with other governmental units in Ohio. Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to three (3) calendar weeks (15 work days) of vacation leave with full pay. Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to four (4) calendar weeks (20 work days) of vacation leave with full pay. Employees who do not use all of their annual vacation before the end of the current year may carry over up to one-half (1/2) of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half (1/2) of the employee's annual entitlement. b. Vacation Leave Applicable to Employees hired after January 1, 2003. Full-time employees who begin employment after January 1, 2003 shall be entitled to accrue 3.077 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio. Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 4.615 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay. Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.154 hours of vacation per pay period, or four (4) calendar weeks (20 workdays) of vacation leave annually, with full pay. c. Vacation Leave Applicable to Police Department Employees. Full-time employees of the Indian Hill Rangers covered by this ordinance shall be entitled to accrue 4.308 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio. Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.462 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay. Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 8.615 hours of vacation per pay period, or four (4) calendar weeks (20 work days) of vacation leave annually, with full pay. Employees who do not use all of their accrued annual vacation before the end of the current year may carry over up to one-half (1/2) of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half (1/2) of the employee's annual entitlement. Permanent, part-time employees, who were hired, or had service with the City prior to January 1, 2003, shall be entitled to vacation leave in proportion to hours worked and based on years of service, including service with other governmental units in Ohio.

2/28/2018 2:18 PM

#1

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 1:26:55 PM
Last Modified: Wednesday, February 28, 2018 1:30:19 PM
Time Spent: 00:03:24
First Name: Claudia
Last Name: Carroll
Email: ccarroll@piercetownship.org
Custom Data: Pierce Township
IP Address: 69.61.162.234

Page 1

Q1 What is your name and jurisdiction?

Claudia Carroll/Pierce Township

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

This year our Fire Department union contract moved the time accrued from anniversary date to calendar year.

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

No

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org. **Respondent skipped this question**

#2

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 1:47:36 PM
Last Modified: Wednesday, February 28, 2018 1:49:04 PM
Time Spent: 00:01:27
First Name: Tom
Last Name: Moeller
Email: tmoeller@madeiracity.com
IP Address: 76.190.87.50

Page 1**Q1** What is your name and jurisdiction?

Moeller/Madeira

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Yes

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

Have not changed.

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Generally, no. But we have for department head level positions.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org. **Respondent skipped this question**

#3

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Wednesday, February 28, 2018 2:09:07 PM
Last Modified:	Wednesday, February 28, 2018 2:17:46 PM
Time Spent:	00:08:38
First Name:	Jessica
Last Name:	Chaney
Email:	jchaney@ihill.org
IP Address:	216.196.229.222

Page 1**Q1** What is your name and jurisdiction?

Jessica Chaney - Village of Indian Hill

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Employees hired prior to 01/01/2003 accrue vacation time annually. Employees hired after 01/01/2003 accrue vacation time per pay period.

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

See above.

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes, full-time employees who begin employment accrue a minimum of 3.077 hours of vacation per pay period.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Full-time employees are eligible for paid vacation benefits according to the following schedule. Employees are eligible to earn paid vacation beginning on their first day of employment with the City.

a. Vacation Leave Applicable to Employees hired prior to January 1, 2003. Full-time employees who were hired prior to January 1, 2003 shall be entitled to two (2) calendar weeks (10 work days) of vacation with full pay after service of one (1) year, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to three (3) calendar weeks (15 work days) of vacation leave with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to four (4) calendar weeks (20 work days) of vacation leave with full pay.

Employees who do not use all of their annual vacation before the end of the current year may carry over up to one-half (1/2) of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half (1/2) of the employee's annual entitlement.

b. Vacation Leave Applicable to Employees hired after January 1, 2003. Full-time employees who begin employment after January 1, 2003 shall be entitled to accrue 3.077 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 4.615 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.154 hours of vacation per pay period, or four (4) calendar weeks (20 workdays) of vacation leave annually, with full pay.

c. Vacation Leave Applicable to Police Department Employees. Full-time employees of the Indian Hill Rangers covered by this ordinance shall be entitled to accrue 4.308 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.462 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 8.615 hours of vacation per pay period, or four (4) calendar weeks (20 work days) of vacation leave annually, with full pay.

Employees who do not use all of their accrued annual vacation before the end of the current year may carry over up to one-half (1/2) of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half (1/2) of the employee's annual entitlement.

Permanent, part-time employees, who were hired, or had service with the City prior to January 1, 2003, shall be entitled to vacation leave in proportion to hours worked and based on years of service, including service with other governmental units in Ohio.

#4

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 2:31:36 PM
Last Modified: Wednesday, February 28, 2018 2:32:41 PM
Time Spent: 00:01:05
First Name: Christopher J.
Last Name: Pozzuto
Email: pozzuto@cityofspringboro.com
Custom Data: Springboro
IP Address: 66.193.86.146

Page 1

Q1 What is your name and jurisdiction?

City of Springboro

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No, it has been annually for at least 15 years or longer.

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes, we will typically post it when the are hired.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org **Respondent skipped this question**

#5

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 2:42:41 PM
Last Modified: Wednesday, February 28, 2018 2:48:33 PM
Time Spent: 00:05:51
First Name: Ray
Last Name: Hodges
Email: rayh@forestpark.org
Custom Data: Forest Park
IP Address: 216.196.155.131

Page 1

Q1 What is your name and jurisdiction?

City of Forest Park

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually. You must work here an entire year before receiving any vacation. So by the time you can use it, you technically accrued it all the prior year.

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

We allow them to bring their time served in other communities when calculating the amount of vacation they will receive, but they still must wait one year after hire to use the vacation.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org. **Respondent skipped this question**

#6

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Wednesday, February 28, 2018 3:02:45 PM
Last Modified:	Wednesday, February 28, 2018 3:04:00 PM
Time Spent:	00:01:14
First Name:	Lori
Last Name:	Thompson
Email:	lthompson@madeiracity.com
IP Address:	76.190.87.50

Page 1

Q1 What is your name and jurisdiction?

Lori Thompson

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

monthly

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

no

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

under certain conditions; will email policy

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

sending to Andy.

#7

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Wednesday, February 28, 2018 3:07:44 PM
Last Modified:	Wednesday, February 28, 2018 3:09:20 PM
Time Spent:	00:01:36
First Name:	Patty
Last Name:	Tiffany
Email:	ptiffany@westchesteroh.org
Custom Data:	West Chester Twp
IP Address:	216.68.226.226

Page 1

Q1 What is your name and jurisdiction?

Joan Tumblison West Chester Township

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

N/A

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Only in certain instances for some management personnel

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org. Respondent skipped this question

#8

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 4:23:40 PM
Last Modified: Wednesday, February 28, 2018 4:24:23 PM
Time Spent: 00:00:43
First Name: Sandy
Last Name: Haner
Email: shaner@springfieldtwp.org
Custom Data: Springfield Twp
IP Address: 70.61.148.147

Page 1

Q1 What is your name and jurisdiction?

Larry Mullins - Springfield Township

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Will email it to Andy.

#9

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 4:27:03 PM
Last Modified: Wednesday, February 28, 2018 4:30:14 PM
Time Spent: 00:03:10
First Name: Jesse
Last Name: Lightle
Email: jlightle@washingtontwp.org
Custom Data: Washington Twp
IP Address: 66.195.67.210

Page 1

Q1 What is your name and jurisdiction?

Washington Township, Dawn Barnett

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Last pay of the month.

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

If an employee begins employment on or after the 16th, the credit begins to accrue the following month. Employees shall be credited with vacation leave on a per month basis on the last pay of each month.

#10

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, February 28, 2018 5:49:23 PM
Last Modified: Wednesday, February 28, 2018 5:51:07 PM
Time Spent: 00:01:43
First Name: Darlene
Last Name: Feldmann
Email: dfeldmann@fairfield-city.org
Custom Data: Fairfield
IP Address: 66.161.159.94

Page 1

Q1 What is your name and jurisdiction?

City of Fairfield

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

No

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Full-time employees with at least one (1) year of continuous service are eligible for the following vacation benefits:

Length of Service	Vacation Benefit
1 year and over	2 weeks
7 years and over	3 weeks
14 years and over	4 weeks
24 years and over	5 weeks
29 years and over	6 weeks
34 years and over	7 weeks

#11

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 9:13:36 AM
Last Modified: Thursday, March 01, 2018 9:18:00 AM
Time Spent: 00:04:24
First Name: Jack
Last Name: Cameron
Email: jcameron@delhi.oh.us
Custom Data: Delhi Township
IP Address: 66.161.250.150

Page 1

Q1 What is your name and jurisdiction?

Delhi Jack Cameron

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Township time transfers and exceptions have been made for seasoned candidates and key positions based on local government experience not in a Township.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Paid Vacation

Approved: 01/29/2014

Retroactive to: 01/01/2014

The vacation benefit provides eligible full-time employees, not covered by a collective bargaining agreement, with paid time off from work. Part-time and temporary employees are not eligible for paid vacation leave. Based upon length of service, full-time employees are eligible for the following amounts of vacation:

Number of Hours

Length of Service of Vacation

After the completion of one year 80 hours

After the completion of five years 120 hours

After the completion of thirteen years 160 hours

After the completion of twenty years 200 hours

All vacations will be based on the calendar year concept. Solely for vacation computation purposes, an employee will be deemed to have reached his/her "one year" anniversary status on the January 1st following his/her hiring date regardless of when he/she was hired. If, however, an employee reaches six (6) calendar months of employment prior to his/her one year anniversary status, the employee will be eligible for 40 hours vacation leave.

Example of Length of Service Status for Vacation Computation: If an employee is hired in August, he/she shall reach the one year status on the following January 1st. The anniversary date solely for vacation calculation shall become the January 1st prior to hiring (except in the case of prior full time service with a township within the State of Ohio as defined in the next paragraph). The amount of vacation due each employee, according to the above formula, shall be granted to each employee on January 1 of each year.

Prior Service Computed in Vacation Time: Solely for vacation leave computation purposes, employees who are eligible for vacation leave may be entitled to receive credit for their prior full time public service with a township within the State of Ohio. Determination of the amount of that prior service credit, if any, is addressed in accordance with Ohio Revised Code Section 9.44, as amended. Employees with prior full time public service with a township in the State of Ohio must notify Township Administration at the time of hire and provide written documentation of such service to Township Administration within the first sixty days of their employment.

It is the intent of the township that employees make use of all vacation time in the year that it is granted. An employee may carry over a maximum of 40 hours of vacation leave from one year to the next. At no time may an employee receive a cash equivalent for unused vacation time (except upon termination or retirement); transfer vacation time to other staff, or exchange paid sick days for vacation time. Consideration will be given to the employee's scheduling preference whenever possible. It is important to note that Delhi Township's primary responsibility is to maintain a sufficient level of staffing to maintain its services. Accordingly, employees must receive prior approval by the employee's supervisor or department head for all vacation requests. The method used to schedule vacations shall be determined by the department head.

An employee who resigns or is terminated will receive full pay for all accumulated, but unused, vacation hours as of the separation date.

#12

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Friday, March 02, 2018 9:17:31 AM
Last Modified:	Friday, March 02, 2018 9:18:46 AM
Time Spent:	00:01:15
First Name:	Geoff
Last Name:	Milz
Email:	gmilz@colerain.org
IP Address:	66.161.212.226

Page 1

Q1 What is your name and jurisdiction?

Shannon O'Connell Colerain Township

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Accrued on anniversary date based on years of service.

#13

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Friday, March 02, 2018 4:36:13 PM
Last Modified:	Friday, March 02, 2018 4:37:32 PM
Time Spent:	00:01:19
First Name:	Steve
Last Name:	Sievers
Email:	ssievers@andersontownship.org
Custom Data:	Anderson Twp
IP Address:	74.219.232.36

Page 1

Q1 What is your name and jurisdiction?

Suzanne Parker, Anderson Township

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

With each bi-weekly pay period.

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

No

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

Yes.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org. Respondent skipped this question

#14

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Tuesday, March 06, 2018 7:55:24 AM
Last Modified: Tuesday, March 06, 2018 8:06:04 AM
Time Spent: 00:10:39
First Name: Nadine
Last Name: Begley
Email: nadineb@cityofmiddletown.org
IP Address: 66.161.177.194

Page 1

Q1 What is your name and jurisdiction?

City of Middletown

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

Annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

As of 1/1/18 any new employee not covered under a bargaining agreement is given PTO hours instead of vacation and sick leave hours.

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

A new employee receives 20 PTO hours upon hire and then additional prorated hours are added after completion of 90 days. On January 1st of the year after hire, they will receive additional hours based upon their years of service. PTO hours may accumulate up to a maximum of 400 hours.

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Section 14

Section 14

PAID TIME OFF (PTO)

(A) Eligibility. Only full-time employees are eligible for PTO. Seasonal, temporary, emergency, and other part-time employees are not eligible, except as otherwise provided herein.

(B) (1) At Hire. New employees may use up to twenty (20) hours of PTO upon hire and may use the remaining hours, in accordance with the schedule below, after they have been employed by the City for ninety (90) days. Scheduling of PTO during the year of hire will be at the discretion of the supervisor. An incumbent employee who is promoted to the position of department director or city manager shall receive PTO in accordance with Section 14(E) below, which shall be pro-rated based on the date of their appointment.

Month of Hire

Permanent

Full-Time

Department

Director

City

Manager

January

162

216

252

February

144

192

224

March

126

168

196

April

108

144

168

May

90

120

140

June

72

96

112

July

54

72

84

August

36

48

56

September

20

24

28

October

October

20

24

28

November

20

24

28

December

20

24

28

(C) First Full Year of Service. On January 1st of the first full calendar year of employment, employees will be deemed to have earned their PTO in accordance with this ordinance, in full, which may be scheduled at any time during such first full year of employment in accordance with department policy.

16

(D) Subsequent Years of Service. On January 1st of an eligible employee's second full year of service and in each year thereafter, employees shall receive PTO in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. PTO will be deemed to have been earned in the employee's prior year of service, except as otherwise provided herein. Upon termination or retirement, or in the case of leave without pay, PTO shall be pro-rated on the basis of monthly accrual. When calculating PTO earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire.

Years of

Service

Permanent

Full Time

Department Directors

City

Manager

1 – 4

180

240

280

5 – 9

200

260

300

10 – 14

220

280

320

15 – 19

240

300

340

20 – 24

260

320

360

25+

280

340

380

For purposes of this schedule, the Chiefs of the Divisions of Fire and Police shall be treated as Department Directors.

(E) Part-time Employees. Part-time employees shall receive PTO based on the number of hours actually worked in the previous year as follows:

Years of Service

Less than

1040 hours

1040 Hours –

1559 Hours

1 – 4

0

40 hours

5 – 9

0

48 hours

10 or more

0

56 hours

Years of service shall not include prior service as a full-time employee of the City. Paragraphs (B), (C), and (D) of this section do not apply to part-time employees. Part-time employees are not entitled to any terminal benefits as the result of this subsection.

If a part-time employee becomes a full-time employee, they will receive PTO pursuant to Section 14(B), less any PTO hours already used during that year as a part-time employee.

(G) Incremental Usage. PTO may be used in increments of two (2) hours.

(H) Accrual and Terminal Payout. Employees may carry over PTO from year-to-year to the maximum accrual permitted, which is four hundred (400) hours. Upon termination, employees shall be paid for all accrued PTO.

17

(I) Policy and Procedures. The City Manager is authorized to develop policies and procedures regarding the accumulation, scheduling and use of PTO consistent with the terms of this Ordinance

#15

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Tuesday, March 06, 2018 10:00:09 PM
Last Modified:	Tuesday, March 06, 2018 10:00:59 PM
Time Spent:	00:00:49
First Name:	Scot
Last Name:	Lahrmer
Email:	slahrmer@amberleyvillage.org
Custom Data:	Amberley Village
IP Address:	69.61.243.170

Page 1

Q1 What is your name and jurisdiction?

Scot Lahrmer Amberley Village

Q2 How does your jurisdiction accrue vacation time? (i.e. with each payroll, annually, etc.)

annually

Q3 Has your jurisdiction moved from one accrual process to another? If so, how has it changed?

Respondent skipped this question

Q4 Does your jurisdiction offer accrued vacation time to new employees upon hire?

no

Q5 Please provide a copy of your accrual policy below or email to alansaer@c4lg.org.

Respondent skipped this question

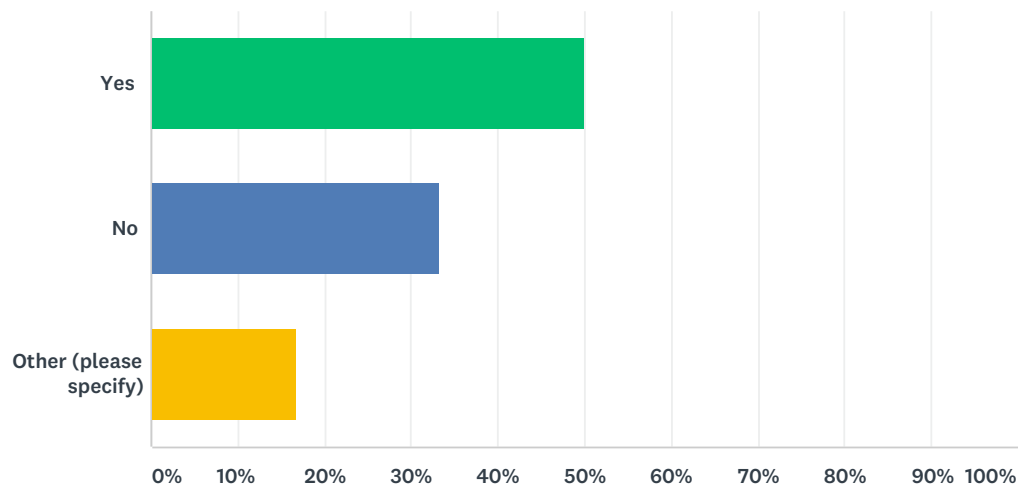
Q1 What is your name and jurisdiction?

Answered: 12 Skipped: 0

#	RESPONSES	DATE
1	Shannon O'Connell - Colerain Township	3/2/2018 10:03 AM
2	City of Mason	3/1/2018 5:13 PM
3	Larry Mullins - Springfield Township	3/1/2018 2:05 PM
4	City of Fairfield	3/1/2018 1:52 PM
5	City of Springboro	3/1/2018 1:13 PM
6	Sharonville, Noah Powers	3/1/2018 12:02 PM
7	Jesse Lightle, Washington Township	3/1/2018 11:48 AM
8	Joan Tumblison West Chester Township	3/1/2018 11:21 AM
9	Jessica Chaney - Village of Indian Hill	3/1/2018 10:43 AM
10	Claudia Carroll/Pierce Township	3/1/2018 10:28 AM
11	Moeller/Madeira	3/1/2018 9:57 AM
12	Tom Carroll, Silverton	3/1/2018 9:55 AM

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?

Answered: 12 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	50.00%	6
No	33.33%	4
Other (please specify)	16.67%	2
TOTAL		12

#	OTHER (PLEASE SPECIFY)	DATE
1	yes, to a general Sick Donation Bank. Not specific employee	3/1/2018 5:13 PM
2	We allow the donation of vacation for a sick employee who has exhausted his or her sick and vacation leave. Sick leave donations are not allowed.	3/1/2018 9:55 AM

Q3 If Yes, how long has this program been in place?

Answered: 9 Skipped: 3

#	RESPONSES	DATE
1	2012	3/2/2018 10:03 AM
2	3-4 years	3/1/2018 5:13 PM
3	N/A	3/1/2018 2:05 PM
4	5+ years	3/1/2018 1:52 PM
5	More than a decade.	3/1/2018 12:02 PM
6	Since 1997	3/1/2018 11:21 AM
7	Our Township Policy Manual was put in place in 2012 but it was prior to that the sick time donation policy was put in place.	3/1/2018 10:28 AM
8	Over ten years.	3/1/2018 9:57 AM
9	Not sure.	3/1/2018 9:55 AM

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Answered: 9 Skipped: 3

#	RESPONSES	DATE
1	Employee retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours	3/2/2018 10:03 AM
2	Yes, up to 24 hours per year	3/1/2018 5:13 PM
3	N/A	3/1/2018 2:05 PM
4	The recipient cannot receive more than 480 hours of donated time in any calendar year so the donor would be capped at 480, assuming one person wanted to donate that much.	3/1/2018 1:52 PM
5	Allowable up to FMLA limitations.	3/1/2018 12:02 PM
6	Shall not exceed 120 work days without approval of the Township Administrator	3/1/2018 11:21 AM
7	Employee that is donating the sick time must retain at least 100 hours.	3/1/2018 10:28 AM
8	See Policy	3/1/2018 9:57 AM
9	No, since the leave that is donated is vacation or comp time, we have never run into an issue.	3/1/2018 9:55 AM

Q5 Have you had any issues with administering a sick leave donation program?

Answered: 9 Skipped: 3

#	RESPONSES	DATE
1	administrative tracking	3/2/2018 10:03 AM
2	No	3/1/2018 5:13 PM
3	N/A	3/1/2018 2:05 PM
4	No	3/1/2018 1:52 PM
5	No.	3/1/2018 12:02 PM
6	I'm new so I have not been exposed to the program as of yet.	3/1/2018 11:21 AM
7	No	3/1/2018 10:28 AM
8	No	3/1/2018 9:57 AM
9	No.	3/1/2018 9:55 AM

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

Answered: 6 Skipped: 6

#	RESPONSES	DATE
1	DONATION OF SICK LEAVE A. This policy is not intended to address "typical" illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic. B. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial. C. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions: a. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records, b. Has no accrued but unused sick leave, and Page 21 of 89 c. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc. d. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time e. Employees may donate their accrued but unused sick leave if the donating employee: 1) Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM, which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation); 2) The donating employee will donate in increments of eight (8) hours; 3) Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours. f. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy. g. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.	3/2/2018 10:03 AM
2	N/A	3/1/2018 2:05 PM

3	SECTION 9. - DONATED SICK LEAVE TIME All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. A. When it comes to the attention of the department or division head that an employee's sick leave balance has been or is about to be exhausted, he/she shall investigate: 1. The character of the employee's present ailment; 2. The prognosis from the employee's physician. B. The department or division head shall execute a letter to the City Manager, setting forth: 1. The details of his/her investigation; 2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated sick leave time. C. If the City Manager approves a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated. D. In no case will donated time be employed to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board. E. An employee may be the recipient of no more than four hundred eighty (480) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor. F. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate.	3/1/2018 1:52 PM
4	will do	3/1/2018 11:21 AM
5	5.7.3 Sick Leave Donation Employees may voluntarily donate or receive sick time donations in accordance with the following conditions: 1. Donation recipients must: a. Have exhausted all accrued sick time, vacation time and any other applicable paid time off; and b. Not be approved to receive other state or township-paid benefits. • Donor must: a. Donate at least 8 hours; b. Retain a combined vacation and sick paid time leave balance of at least one hundred (100) hours after the donation; and c. Voluntarily elect to donate sick leave with an understanding that no donated time will be returned. (A) Donations shall be administered on a pay-period-by-pay-period basis using a Sick Leave Donation Form (see Appendix Form "G"). (B) A retiring employee may donate, without limitation, all or a portion of unused accumulated sick leave to any active employee, provided that both the donation recipient and the retiring employee meet the qualifications set forth at Sections (1) and (2), above, at the time of the retiring employee's retirement date. The retiring employee who wishes to donate unused sick leave to a specific active employee under this subsection must complete, execute and submit the Sick Leave Donation Form on or before his/her last day of active employment. In this event, the Fiscal Office will credit the donated sick leave to the donation recipient on a pay-period-by-pay-period basis until such time as either the employee is able to return to work or the supply of donated sick leave has been exhausted. The Fiscal Office is encouraged, in such cases, to notify the donation recipient on a periodic basis of the amount of donated sick leave remaining to his/her credit. (C) Employees using donated sick leave time shall be considered in active pay status and shall accrue all paid time off and be entitled to all benefits to which they would otherwise be entitled. (D) Donated sick leave shall not be converted into a cash benefit.	3/1/2018 10:28 AM

6

CITY OF MADEIRA PERSONNEL POLICY MANUAL ARTICLE IV. EMPLOYEE BENEFITS
SECTION S: DONATION OF SICK LEAVE EFFECTIVE DATE: NOVEMBER 13, 2006 PURPOSE:
To state the method of donating sick leave time to benefit another City employee who suffers a catastrophic illness or injury. POLICY: Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period (but no more than a total of 12 weeks to cover the FMLA period), if the employee who is to receive donated leave has a serious illness or injury: 1. Or a member of the employee's immediate family has a serious illness or injury; 2. Has no accrued but unused sick leave; and 3. Has exhausted or does not qualify for any other form of leave recognized under the City of Madeira Personnel Policy Manual. B. Employees may donate leave if the donating employee: 1. Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned; 2. Donates a minimum of eight hours; and 3. Retains a sick leave balance of at least 50% of their balance or a minimum of 160 hours. ARTICLE IV: Employee Benefits SECTION S: Donation of Sick Leave C. The sick leave donation program shall be administered on a pay period by pay period basis. Employees using donated sick leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period or an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall be considered sick leave, but shall never be converted into a cash benefit. D. Employees who wish to donate sick leave shall certify: 1. The name of the employee for whom the donated sick leave is intended; 2. The number of hours to be donated; 3. That the employee will have a minimum sick leave balance of 50% of their balance or 160 hours; and 4. That the sick leave is donated voluntarily and the employee understands that the donated sick leave will not be returned. E. The City shall ensure that no employees are forced to donate sick leave. The City shall respect an employee's right to privacy; however, the City may, with the permission of the employee who is in need of sick leave or a member of the employee's immediate family, inform employees of their co-workers critical need for sick leave. The City shall not directly solicit sick leave donations from employees. The donation of leave shall occur on a strictly volunteer basis.

3/1/2018 9:57 AM

#1

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 9:53:36 AM
Last Modified: Thursday, March 01, 2018 9:55:19 AM
Time Spent: 00:01:42
First Name: Tom
Last Name: Carroll
Email: t.carroll@silvertonohio.us
Custom Data: Silverton
IP Address: 66.42.138.50

Page 1

Q1 What is your name and jurisdiction?

Tom Carroll, Silverton

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?

Other (please specify):

We allow the donation of vacation for a sick employee who has exhausted his or her sick and vacation leave. Sick leave donations are not allowed.

Q3 If Yes, how long has this program been in place?

Not sure.

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

No, since the leave that is donated is vacation or comp time, we have never run into an issue.

Q5 Have you had any issues with administering a sick leave donation program?

No.

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org. Respondent skipped this question

#2

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 9:50:26 AM
Last Modified: Thursday, March 01, 2018 9:56:50 AM
Time Spent: 00:06:24
First Name: Tom
Last Name: Moeller
Email: tmoeller@madeiracity.com
IP Address: 76.190.87.50

Page 1

Q1 What is your name and jurisdiction?

Moeller/Madeira

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **Yes**

Q3 If Yes, how long has this program been in place?

Over ten years.

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

See Policy

Q5 Have you had any issues with administering a sick leave donation program?

No

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

CITY OF MADEIRA

PERSONNEL POLICY MANUAL

ARTICLE IV. EMPLOYEE BENEFITS

SECTION S: DONATION OF SICK LEAVE

EFFECTIVE DATE: NOVEMBER 13, 2006

PURPOSE:

To state the method of donating sick leave time to benefit another City employee who suffers a catastrophic illness or injury.

POLICY:

Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family.

A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period (but no more than a total of 12 weeks to cover the FMLA period), if the employee who is to receive donated leave has a serious illness or injury:

1. Or a member of the employee's immediate family has a serious illness or injury;
2. Has no accrued but unused sick leave; and
3. Has exhausted or does not qualify for any other form of leave recognized under the City of Madeira Personnel Policy Manual.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned;
2. Donates a minimum of eight hours; and
3. Retains a sick leave balance of at least 50% of their balance or a minimum of 160 hours.

ARTICLE IV: Employee Benefits

SECTION S: Donation of Sick Leave

C. The sick leave donation program shall be administered on a pay period by pay period basis. Employees using donated sick leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period or an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated sick leave is intended;
2. The number of hours to be donated;
3. That the employee will have a minimum sick leave balance of 50% of their balance or 160 hours; and
4. That the sick leave is donated voluntarily and the employee understands that the donated sick leave will not be returned.

E. The City shall ensure that no employees are forced to donate sick leave. The City shall respect an employee's right to privacy; however, the City may, with the permission of the employee who is in need of sick leave or a member of the employee's immediate family, inform employees of their co-workers critical need for sick leave. The City shall not directly solicit sick leave donations from employees. The donation of leave shall occur on a strictly volunteer basis.

#3

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 10:01:58 AM
Last Modified: Thursday, March 01, 2018 10:28:12 AM
Time Spent: 00:26:13
First Name: Claudia
Last Name: Carroll
Email: ccarroll@piercetownship.org
Custom Data: Pierce Township
IP Address: 69.61.162.234

Page 1

Q1 What is your name and jurisdiction?

Claudia Carroll/Pierce Township

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **Yes**

Q3 If Yes, how long has this program been in place?

Our Township Policy Manual was put in place in 2012 but it was prior to that the sick time donation policy was put in place.

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Employee that is donating the sick time must retain at least 100 hours.

Q5 Have you had any issues with administering a sick leave donation program?

No

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

5.7.3 Sick Leave Donation

Employees may voluntarily donate or receive sick time donations in accordance with the following conditions:

1. Donation recipients must:
 - a. Have exhausted all accrued sick time, vacation time and any other applicable paid time off; and
 - b. Not be approved to receive other state or township-paid benefits.
- Donor must:
 - a. Donate at least 8 hours;
 - b. Retain a combined vacation and sick paid time leave balance of at least one hundred (100) hours after the donation; and
 - c. Voluntarily elect to donate sick leave with an understanding that no donated time will be returned.

(A) Donations shall be administered on a pay-period-by-pay-period basis using a Sick Leave Donation Form (see Appendix Form "G").

(B) A retiring employee may donate, without limitation, all or a portion of unused accumulated sick leave to any active employee, provided that both the donation recipient and the retiring employee meet the qualifications set forth at Sections (1) and (2), above, at the time of the retiring employee's retirement date. The retiring employee who wishes to donate unused sick leave to a specific active employee under this subsection must complete, execute and submit the Sick Leave Donation Form on or before his/her last day of active employment.

In this event, the Fiscal Office will credit the donated sick leave to the donation recipient on a pay-period-by-pay-period basis until such time as either the employee is able to return to work or the supply of donated sick leave has been exhausted. The Fiscal Office is encouraged, in such cases, to notify the donation recipient on a periodic basis of the amount of donated sick leave remaining to his/her credit.

(C) Employees using donated sick leave time shall be considered in active pay status and shall accrue all paid time off and be entitled to all benefits to which they would otherwise be entitled.

(D) Donated sick leave shall not be converted into a cash benefit.

#4

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Thursday, March 01, 2018 10:42:40 AM
Last Modified:	Thursday, March 01, 2018 10:43:13 AM
Time Spent:	00:00:32
First Name:	Jessica
Last Name:	Chaney
Email:	jchaney@ihill.org
IP Address:	216.196.229.222

Q1 What is your name and jurisdiction?

Jessica Chaney - Village of Indian Hill

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?**No****Q3** If Yes, how long has this program been in place?**Respondent skipped this question****Q4** Is the amount of sick time that can be donated capped? If so, what is the amount?**Respondent skipped this question****Q5** Have you had any issues with administering a sick leave donation program?**Respondent skipped this question****Q6** Please provide your sick leave donation policy below or email to alanser@c4lg.org.**Respondent skipped this question**

#5

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 11:15:58 AM
Last Modified: Thursday, March 01, 2018 11:20:50 AM
Time Spent: 00:04:51
First Name: Patty
Last Name: Tiffany
Email: ptiffany@westchesteroh.org
Custom Data: West Chester Twp
IP Address: 216.68.226.226

Page 1

Q1 What is your name and jurisdiction?

Joan Tumblison West Chester Township

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?**Yes**

Q3 If Yes, how long has this program been in place?

Since 1997

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Shall not exceed 120 work days without approval of the Township Administrator

Q5 Have you had any issues with administering a sick leave donation program?

I'm new so I have not been exposed to the program as of yet.

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

will do

#6

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 11:47:59 AM
Last Modified: Thursday, March 01, 2018 11:48:18 AM
Time Spent: 00:00:19
First Name: Jesse
Last Name: Lightle
Email: jlightle@washingtontwp.org
Custom Data: Washington Twp
IP Address: 66.195.67.210

Page 1

Q1 What is your name and jurisdiction?

Jesse Lightle, Washington Township

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **No**

Q3 If Yes, how long has this program been in place? **Respondent skipped this question**

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount? **Respondent skipped this question**

Q5 Have you had any issues with administering a sick leave donation program?

Respondent skipped this question

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

Respondent skipped this question

#7

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 12:00:43 PM
Last Modified: Thursday, March 01, 2018 12:02:02 PM
Time Spent: 00:01:18
First Name: Jim
Last Name: Lukas
Email: jlukas@cityofsharonville.com
Custom Data: Sharonville
IP Address: 70.62.243.130

Page 1

Q1 What is your name and jurisdiction?

Sharonville, Noah Powers

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?

Yes

Q3 If Yes, how long has this program been in place?

More than a decade.

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Allowable up to FMLA limitations.

Q5 Have you had any issues with administering a sick leave donation program?

No.

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

Respondent skipped this question

#8

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 1:12:30 PM
Last Modified: Thursday, March 01, 2018 1:13:07 PM
Time Spent: 00:00:36
First Name: Christopher J.
Last Name: Pozzuto
Email: pozzuto@cityofspringboro.com
Custom Data: Springboro
IP Address: 66.193.86.146

Page 1

Q1 What is your name and jurisdiction?

City of Springboro

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **No**

Q3 If Yes, how long has this program been in place? **Respondent skipped this question**

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount? **Respondent skipped this question**

Q5 Have you had any issues with administering a sick leave donation program? **Respondent skipped this question**

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org. **Respondent skipped this question**

#9

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, March 01, 2018 1:48:50 PM
Last Modified: Thursday, March 01, 2018 1:51:47 PM
Time Spent: 00:02:56
First Name: Darlene
Last Name: Feldmann
Email: dfeldmann@fairfield-city.org
Custom Data: Fairfield
IP Address: 66.161.159.94

Page 1

Q1 What is your name and jurisdiction?

City of Fairfield

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **Yes**

Q3 If Yes, how long has this program been in place?

5+ years

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

The recipient cannot receive more than 480 hours of donated time in any calendar year so the donor would be capped at 480, assuming one person wanted to donate that much.

Q5 Have you had any issues with administering a sick leave donation program?

No

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

SECTION 9. - DONATED SICK LEAVE TIME

All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness.

A. When it comes to the attention of the department or division head that an employee's sick leave balance has been or is about to be exhausted, he/she shall investigate:

1. The character of the employee's present ailment;
2. The prognosis from the employee's physician.

B. The department or division head shall execute a letter to the City Manager, setting forth:

1. The details of his/her investigation;
2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated sick leave time.

C. If the City Manager approves a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated.

D. In no case will donated time be employed to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board.

E. An employee may be the recipient of no more than four hundred eighty (480) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor.

F. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate.

#10

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Thursday, March 01, 2018 2:04:23 PM
Last Modified:	Thursday, March 01, 2018 2:05:04 PM
Time Spent:	00:00:40
First Name:	Sandy
Last Name:	Haner
Email:	shaner@springfieldtwp.org
Custom Data:	Springfield Twp
IP Address:	70.61.148.147

Q1 What is your name and jurisdiction?

Larry Mullins - Springfield Township

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees? **No**

Q3 If Yes, how long has this program been in place?

N/A

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

N/A

Q5 Have you had any issues with administering a sick leave donation program?

N/A

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

N/A

#11

COMPLETE

Collector:	Email Invitation 1 (Email)
Started:	Thursday, March 01, 2018 5:10:49 PM
Last Modified:	Thursday, March 01, 2018 5:12:31 PM
Time Spent:	00:01:42
First Name:	Jennifer
Last Name:	Heft
Email:	jheft@masonoh.org
Custom Data:	Mason
IP Address:	66.161.221.162

Page 1

Q1 What is your name and jurisdiction?

City of Mason

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?

Other (please specify):
yes, to a general Sick Donation Bank. Not specific employee

Q3 If Yes, how long has this program been in place?

3-4 years

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Yes, up to 24 hours per year

Q5 Have you had any issues with administering a sick leave donation program?

No

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.

Respondent skipped this question

#12

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Friday, March 02, 2018 9:59:01 AM
Last Modified: Friday, March 02, 2018 10:02:54 AM
Time Spent: 00:03:52
First Name: Geoff
Last Name: Milz
Email: gmlz@colerain.org
IP Address: 66.161.212.226

Page 1

Q1 What is your name and jurisdiction?

Shannon O'Connell - Colerain Township

Q2 Does your jurisdiction permit employees to donate their "sick time" (or any other type of leave time) to other employees?

Yes

Q3 If Yes, how long has this program been in place?

2012

Q4 Is the amount of sick time that can be donated capped? If so, what is the amount?

Employee retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours

Q5 Have you had any issues with administering a sick leave donation program?

administrative tracking

Q6 Please provide your sick leave donation policy below or email to alanser@c4lg.org.**DONATION OF SICK LEAVE**

A. This policy is not intended to address “typical” illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.

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

C. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:

- a. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
- b. Has no accrued but unused sick leave, and

Page 21 of 89

- c. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.

- d. The maximum number of donated sick leave hours is equivalent to one (1) year’s base work hours excluding extra-time/over-time

- e. Employees may donate their accrued but unused sick leave if the donating employee:

- 1) Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM, which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);

- 2) The donating employee will donate in increments of eight (8) hours;

- 3) Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.

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

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

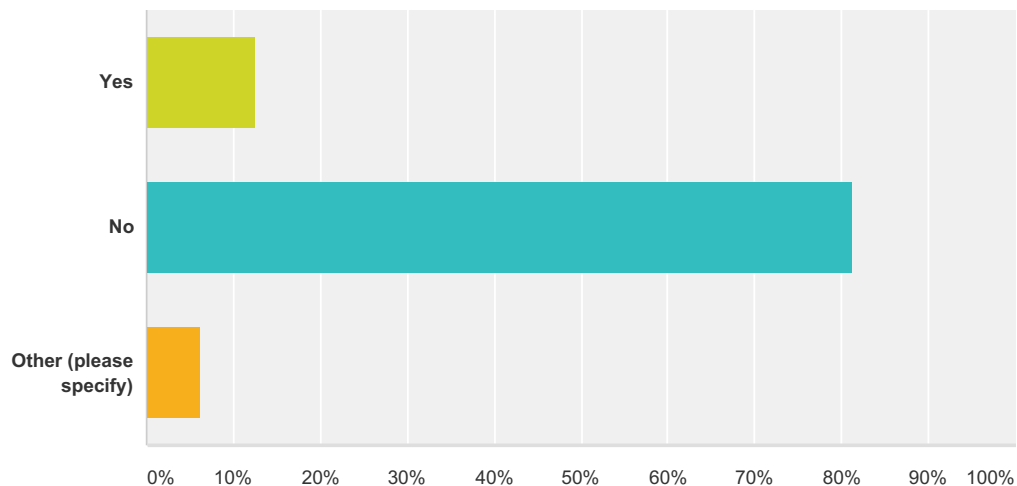
Q1 What is your name and jurisdiction?

Answered: 16 Skipped: 0

#	Responses	Date
1	Boyce Swift, City of Hamilton	2/24/2017 9:53 AM
2	Larry Mullins - Springfield Township	2/22/2017 1:19 PM
3	Darlene Feldmann, City of Fairfield	2/21/2017 9:47 AM
4	Jesse Lightle, Washington Township	2/20/2017 9:02 PM
5	Mark Schlagheck, City of Bellbrook	2/20/2017 8:52 PM
6	Derrick Parham, Springdale	2/17/2017 3:19 PM
7	Suzanne Parker - Anderson Township	2/17/2017 1:26 PM
8	Moeller/Madeira	2/17/2017 12:44 PM
9	Lois McKnight, Deerfield Township	2/17/2017 12:22 PM
10	james lukas -- sharonville	2/17/2017 12:01 PM
11	Melanie Hermes and Liberty Twp, Butler Co	2/17/2017 11:38 AM
12	Greg, sycamore	2/17/2017 9:51 AM
13	Claudia Carroll/Pierce Township	2/17/2017 9:41 AM
14	City of Monroe. Angela S. Wasson	2/17/2017 9:37 AM
15	Charlene - Fairfax	2/17/2017 9:32 AM
16	Scot Lahrmer Amberley Village	2/17/2017 9:27 AM

Q2 Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

Answered: 16 Skipped: 0



17:009 PTO (Springfield Twp)

Answer Choices	Responses
Yes	12.50% 2
No	81.25% 13
Other (please specify)	6.25% 1
Total	16

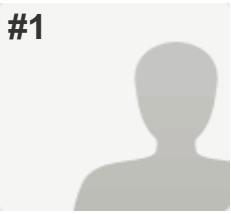
#	Other (please specify)	Date
1	No, but reviewing the possibility for our part-time employees	2/17/2017 12:01 PM

Q3 If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

Answered: 5 Skipped: 11

#	Responses	Date
1	Our PTO policy can be viewed here: http://www.hamilton-city.org/documentcenter/view/1644	2/24/2017 9:53 AM
2	N/A	2/22/2017 1:19 PM
3	Can't wait to hear your results!	2/20/2017 9:02 PM
4	NA	2/17/2017 12:44 PM
5	We have vacation, sick, and comp time.	2/17/2017 11:38 AM

#1

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 9:23:28 AM**Last Modified:** Friday, February 17, 2017 9:26:55 AM**Time Spent:** 00:03:26**First Name:** Scot**Last Name:** Lahrmer**Email:** slahrmer@amberleyvillage.org**Custom Data:** Amberley Village**IP Address:** 69.61.243.170

PAGE 1

Q1: What is your name and jurisdiction?

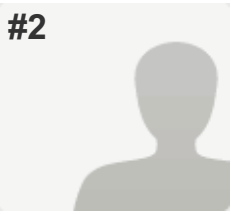
Scot Lahrmer Amberley Village

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#2

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 9:31:08 AM**Last Modified:** Friday, February 17, 2017 9:31:58 AM**Time Spent:** 00:00:50**First Name:** Charlene**Last Name:** Metzger**Email:** cmetzger@fairfaxoh.org**Custom Data:** Fairfax**IP Address:** 216.68.204.86

PAGE 1

Q1: What is your name and jurisdiction?

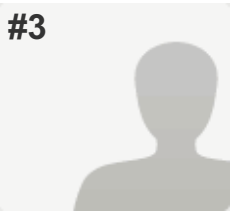
Charlene - Fairfax

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#3

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 9:36:25 AM**Last Modified:** Friday, February 17, 2017 9:36:49 AM**Time Spent:** 00:00:23**First Name:** Angela**Last Name:** Wasson**Email:** wassona@monroeohio.org**Custom Data:** Monroe**IP Address:** 216.196.183.170

PAGE 1

Q1: What is your name and jurisdiction?

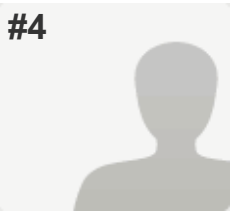
City of Monroe. Angela S. Wasson

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#4

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 9:40:13 AM**Last Modified:** Friday, February 17, 2017 9:40:45 AM**Time Spent:** 00:00:31**First Name:** Claudia**Last Name:** Carroll**Email:** ccarroll@piercetownship.org**Custom Data:** Pierce Township**IP Address:** 69.61.162.234

PAGE 1

Q1: What is your name and jurisdiction?

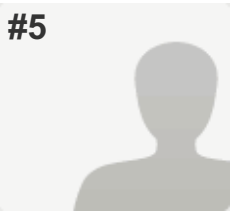
Claudia Carroll/Pierce Township

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#5

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 9:50:35 AM**Last Modified:** Friday, February 17, 2017 9:51:13 AM**Time Spent:** 00:00:38**First Name:** Greg**Last Name:** Bickford**Email:** gbickford@sycamoretownship.org**Custom Data:** Sycamore Twp**IP Address:** 50.5.141.115

PAGE 1

Q1: What is your name and jurisdiction?

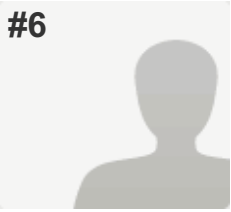
Greg, sycamore

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#6



COMPLETE

Collector: Email Invitation 1 (Email)

Started: Friday, February 17, 2017 11:37:06 AM

Last Modified: Friday, February 17, 2017 11:37:55 AM

Time Spent: 00:00:48

First Name: Melanie

Last Name: Brokaw

Email: mbrokaw@liberty-township.com

Custom Data: Liberty Twp

IP Address: 108.169.181.26

PAGE 1

Q1: What is your name and jurisdiction?

Melanie Hermes and Liberty Twp, Butler Co

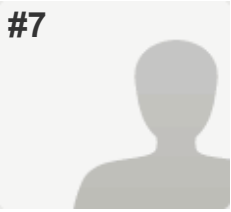
Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

We have vacation, sick, and comp time.

#7

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 11:58:58 AM**Last Modified:** Friday, February 17, 2017 12:00:46 PM**Time Spent:** 00:01:48**First Name:** Jim**Last Name:** Lukas**Email:** jlukas@cityofsharonville.com**Custom Data:** Sharonville**IP Address:** 70.62.243.130

PAGE 1

Q1: What is your name and jurisdiction?

james lukas -- sharonville

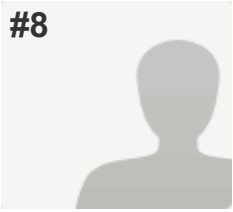
Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

Other (please specify)

No, but reviewing the possibility for our part-time employees

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#8

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 12:21:43 PM**Last Modified:** Friday, February 17, 2017 12:22:18 PM**Time Spent:** 00:00:34**First Name:** Lois**Last Name:** McKnight**Email:** lmckn@deerfieldtp.com**Custom Data:** Deerfield Twp**IP Address:** 66.161.178.218

PAGE 1

Q1: What is your name and jurisdiction?

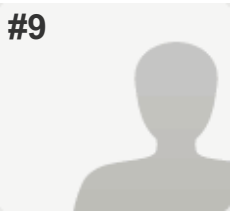
Lois McKnight, Deerfield Township

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#9

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 12:43:38 PM**Last Modified:** Friday, February 17, 2017 12:44:24 PM**Time Spent:** 00:00:45**First Name:** Tom**Last Name:** Moeller**Email:** twmoeller@hotmail.com**Custom Data:** Madeira**IP Address:** 173.197.137.2

PAGE 1

Q1: What is your name and jurisdiction?

Moeller/Madeira

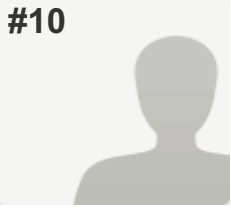
Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

NA

#10

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 1:22:09 PM**Last Modified:** Friday, February 17, 2017 1:26:22 PM**Time Spent:** 00:04:12**First Name:** Steve**Last Name:** Sievers**Email:** ssievers@andersontownship.org**Custom Data:** Anderson Twp**IP Address:** 74.219.232.36

PAGE 1

Q1: What is your name and jurisdiction?

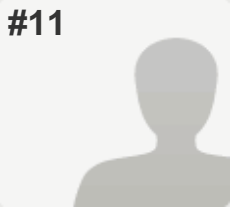
Suzanne Parker - Anderson Township

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

Yes

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#11

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Friday, February 17, 2017 3:17:54 PM**Last Modified:** Friday, February 17, 2017 3:18:47 PM**Time Spent:** 00:00:53**First Name:** Derrick**Last Name:** Parham**Email:** dparham@springdale.org**Custom Data:** Springdale**IP Address:** 24.123.205.90

PAGE 1

Q1: What is your name and jurisdiction?

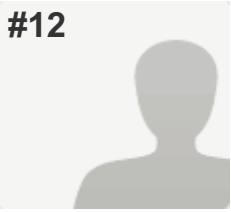
Derrick Parham, Springdale

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#12

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Monday, February 20, 2017 8:51:52 PM**Last Modified:** Monday, February 20, 2017 8:52:13 PM**Time Spent:** 00:00:20**First Name:** Mark**Last Name:** Schlagheck**Email:** m.schlagheck@cityofbellbrook.org**Custom Data:** Bellbrook**IP Address:** 98.29.12.229

PAGE 1

Q1: What is your name and jurisdiction?

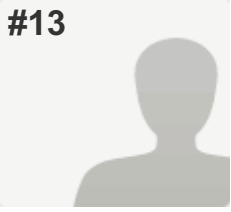
Mark Schlagheck, City of Bellbrook

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#13

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Monday, February 20, 2017 9:01:31 PM**Last Modified:** Monday, February 20, 2017 9:02:03 PM**Time Spent:** 00:00:32**First Name:** Jesse**Last Name:** Lightle**Email:** jlightle@washingtontp.org**Custom Data:** Washington Twp**IP Address:** 98.29.12.229

PAGE 1

Q1: What is your name and jurisdiction?

Jesse Lightle, Washington Township

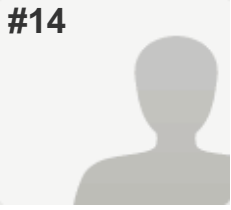
Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

Can't wait to hear your results!

#14

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Tuesday, February 21, 2017 9:45:23 AM**Last Modified:** Tuesday, February 21, 2017 9:47:16 AM**Time Spent:** 00:01:52**First Name:** Darlene**Last Name:** Feldmann**Email:** dfeldmann@fairfield-city.org**Custom Data:** Fairfield**IP Address:** 66.161.159.94

PAGE 1

Q1: What is your name and jurisdiction?

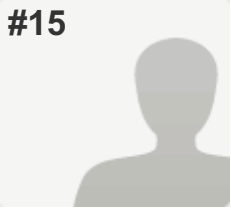
Darlene Feldmann, City of Fairfield

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.*Respondent skipped this question*

#15

**COMPLETE****Collector:** Email Invitation 1 (Email)**Started:** Wednesday, February 22, 2017 1:18:26 PM**Last Modified:** Wednesday, February 22, 2017 1:19:00 PM**Time Spent:** 00:00:33**First Name:** Sandy**Last Name:** Haner**Email:** shaner@springfieldtwp.org**Custom Data:** Springfield Twp**IP Address:** 70.61.148.147

PAGE 1

Q1: What is your name and jurisdiction?

Larry Mullins - Springfield Township

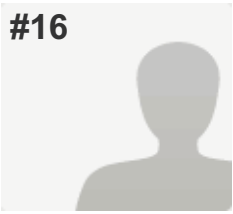
Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

No

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

N/A

#16



COMPLETE

Collector: Email Invitation 1 (Email)

Started: Friday, February 24, 2017 9:51:19 AM

Last Modified: Friday, February 24, 2017 9:52:59 AM

Time Spent: 00:01:39

First Name: Boyce

Last Name: Swift

Email: swiftb@ci.hamilton.oh.us

IP Address: 216.68.73.171

PAGE 1

Q1: What is your name and jurisdiction?

Boyce Swift, City of Hamilton

Q2: Does your jurisdiction offer PTO (single pot, paid time-off as opposed to vacation and sick time allotments) as the form of compensation for time-off to your employees?

Yes

Q3: If so, how is your PTO organized? For example does your jurisdiction offer tiered PTO based upon longevity? Please provide PTO policy below, or email to alanser@c4lg.org.

Our PTO policy can be viewed here: <http://www.hamilton-city.org/documentcenter/view/1644>

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

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

HOLIDAYS

1. Regular, full-time employees are eligible for 10 full Holidays and in each calendar year. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday. The ten full-day paid holidays to which eligible employees are entitled are:

Holiday	Date Usually Observed
a. New Year's Day	January 1
b. Martin Luther King Day	Third Monday in January
c. Presidents Day	Third Monday in February
d. Memorial Day	Last Monday in May
e. Independence Day	July 4
f. Labor Day	First Monday in September
g. Columbus Day	Second Monday in October
h. Veterans' Day	November 11
i. Thanksgiving Day	Fourth Thursday in November
j. Christmas Day	December 25

2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.

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

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service from governments and/or council of governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015.

Years of Continuous Service	Number of Vacation Days (per year)
a. 0 - 5 years	10 days
b. 6 - 10 years	15 days
c. 11-15 years	18 days
d. 16 - 25 years	22 days
e. 25 or more years	25 days

2. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.
3. Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall accumulate more than two year's vacation time.
4. Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost. If an employee separates prior to their one year anniversary of service with the Township, that employee shall not receive any vacation payout.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

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

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

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

5. Vacation Usage and Scheduling

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

PAID SICK LEAVE

1. Use of sick leave

- a. Sick leave shall be granted to an employee, only upon approval of the Department Head, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave may be used for the following reasons (except

illness or injury of the employee is not subject to the prior approval of the Department Head):

- i. Illness or injury of the employee.
- ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
- iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
- iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.

2. Amount of credit

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

3. Notification

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

4. Advancements and accumulation

- a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification

- a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.

- c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
- 6. Use and pay
 - a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
- 7. Pay for unused credit upon separation
 - a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
- 8. Seasonal and part-time employees earn no sick leave credits.
- 9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

DONATION OF SICK LEAVE

- 1. This policy is not intended to address "typical" illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.
- 2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
- 3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to

allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time
- b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.
- c. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

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

HOLIDAYS

1. Regular, full-time employees are eligible for 10 full Holidays and in each calendar year. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday. The ten full-day paid holidays to which eligible employees are entitled are:

Holiday	Date Usually Observed
a. New Year's Day	January 1
b. Martin Luther King Day	Third Monday in January
c. Presidents Day	Third Monday in February
d. Memorial Day	Last Monday in May
e. Independence Day	July 4
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g. Columbus Day	Second Monday in October
h. Veterans' Day	November 11
i. Thanksgiving Day	Fourth Thursday in November
j. Christmas Day	December 25

2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.

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

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- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus 40 hours of carryover. Hours in excess of the 40 hours shall not be paid and are considered lost.

PAID SICK LEAVE

1. Use of sick leave

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- i. Illness or injury of the employee.
- ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
- iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
- iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.

2. Amount of credit

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

3. Notification

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

4. Advancements and accumulation

- a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification

- a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.

- c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
- 6. Use and pay
 - a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
- 7. Pay for unused credit upon separation
 - a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
- 8. Seasonal and part-time employees earn no sick leave credits.
- 9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

DONATION OF SICK LEAVE

- 1. This policy is not intended to address "typical" illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.
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allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time
- b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.
- c. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

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

HOLIDAYS

1. Regular, full-time employees are eligible for 10 full Holidays and in each calendar year. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday. The ten full-day paid holidays to which eligible employees are entitled are:

Holiday	Date Usually Observed
a. New Year's Day	January 1
b. Martin Luther King Day	Third Monday in January
c. Presidents Day	Third Monday in February
d. Memorial Day	Last Monday in May
e. Independence Day	July 4
f. Labor Day	First Monday in September
g. Columbus Day	Second Monday in October
h. Veterans' Day	November 11
i. Thanksgiving Day	Fourth Thursday in November
j. Christmas Day	December 25

2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.

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

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service from governments and/or council of governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015.

Years of Continuous Service	Number of Vacation Days (per year)
a. 0 - 5 years	10 days
b. 6 - 10 years	15 days
c. 11-15 years	18 days
d. 16 - 25 years	22 days
e. 25 or more years	25 days

2. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.
3. Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall accumulate more than two year's vacation time.
4. Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

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

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

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

5. Vacation Usage and Scheduling

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

PAID SICK LEAVE

1. Use of sick leave

- a. Sick leave shall be granted to an employee, only upon approval of the Department Head, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave may be used for the following reasons (except

illness or injury of the employee is not subject to the prior approval of the Department Head):

- i. Illness or injury of the employee.
- ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
- iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
- iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.

2. Amount of credit

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

3. Notification

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

4. Advancements and accumulation

- a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification

- a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.

- c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
- 6. Use and pay
 - a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
- 7. Pay for unused credit upon separation
 - a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
- 8. Seasonal and part-time employees earn no sick leave credits.
- 9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

DONATION OF ~~SICK-VACATION~~ LEAVE

- 1. This policy is not intended to address "typical" illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic.
- 2. Each request for donated sick leave by an employee that has exhausted or will soon exhaust all sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
- 3. Employees shall be permitted to donate accrued but unused sick-vacation leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the ~~sick-leave~~

donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated ~~sick~~ leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated ~~sick~~ leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time
- b. Employees may donate their accrued but unused ~~sick-vacation~~ leave if the donating employee:
 - i. Voluntarily elects to donate ~~sick-vacation~~ leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated ~~sick~~ leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - c. ~~Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.~~
- c. The Township will charge the donated ~~sick-vacation~~ leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued ~~sick-vacation~~ leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as ~~vacation leave to the original employee~~ if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

COLERAIN TOWNSHIP DATA POLICY

PURPOSE

Colerain Township understands and values transparency and data sharing. The Township realizes that making data accessible to residents, businesses, and visitors can help to assist with operations and provide a better picture of the daily work conducted by Township staff. Open data helps to create a more transparent, effective, and accountable organization.

The Township is fully committed to data transparency and the proactive public disclosure of local government data and practices. It is in the best interest of the Township for Departments to make their data available online using open data standards found within this policy. The widespread availability of key operational and performance datasets streamlines intra-governmental and inter-governmental communication and interoperability, promotes efficient solutions for government, advances innovative strategies for social progress, and creates economic opportunities. The overall goal of this policy is to embed, deepen, and spread the use of strategic data within Colerain Township.

DATA STANDARDS

Each department, to the extent practicable will make key operational and performance datasets available online. These datasets will be displayed on a single web based portal that is maintained by Township Administration. To the extent possible, data will also be communicated through periodic data stories, community meetings, and during public meetings.

Colerain Township may publish any subset of data at the discretion of each Department Head. In general, Department Heads will report on, analyze, and communicate data in a manner that helps to continually improve the organization. The use of data will be considered as part of the strategic plan and employee evaluations, where possible. In general, the Department Heads, Township Administrator, and Assistant Township Administrator will be considered the Data Governance Team for Colerain Township. It is expected that Department Heads encourage the use of data throughout their Departments and provide adequate data training to staff.

Public data made available on the Township data portal is provided as a public service for informational purposes. While the Township will make its best efforts to ensure that all public data is accurate, the Township will make no warranty, representation or guaranty of any type as to the content, accuracy, timeliness, completeness or fitness for any particular purpose or use of any public data provided on such portal. Colerain Township is not liable for any errors, omissions or inaccuracies in the public data, any decision made or action taken or not taken by anyone using or relying upon such public data, or any virus or other damage to any computer that might occur during or as a result of accessing such portal or the public data provided therein.

Colerain Township reserves the right to discontinue availability of content on the data portal at any time and for any reason.

EVIDENCED BASED DECISION MAKING

Colerain Township encourages the use of rigorous evaluation methods for practices, programs, or policies in order to allow for evidence based decision making. The use of Key Performance Indicators (KPIs) helps to aid Township staff, Elected Officials, and the general public in gaging the effectiveness of a particular program, practice, or policy.

Programs should generally be evaluated on their quantitative and qualitative data. If data does not exist that will aid in the evaluation of a new program, policy, or practice, then staff should consider identifying and implementing a new KPI to aid in the evaluation. While it may be cumbersome, the development, maintenance, and utilization of data in evidence based decision making will help to justify the effectiveness of a program.

DATA ENHANCEMENTS

All datasets will be reviewed at least every two years. Metadata (which is data about data) will help to inform staff on the effectiveness of various datasets and provide input to allow for adjustments, additions, or eliminations of datasets. Staff will continually evaluate all datasets with an eye for continuous improvement.

Staff is encouraged to occasionally perform internal audits of various datasets to verify that all external and internal data is accurate. If data is found to be incorrect, the dataset should be corrected or removed as soon as feasibly possible. If the data had been used within the past year to inform a strategic decision or been featured in external communication, then staff will inform all appropriate parties of the data changes.

Feedback on all existing dataset is encouraged. If a member of the public or internal staff recognizes data that they suspect to be incorrect, the individual is encouraged to reach out to the Administration Department to provide feedback. Staff also welcomes feedback on the effectiveness or usefulness of various datasets. This external feedback will aid in the review of datasets that are collected and published.

SECURITY

The Township Information Technology (IT) Director will be responsible for managing the risk of data breach, loss, or unauthorized manipulation. In this capacity, the IT Director will serve as the Chief Information Security Officer. The IT Director will work with outside contractors and software application providers to ensure that they have proper security measures in place to limit the risk of a data breach.

EXEMPTIONS AND PRIVACY CONSIDERATIONS

Sensitive, protected, or other information that is generally exempted from public records will be held internally. Protected might include any data subject to privacy laws, or to copyright, patent, trademark

or trade secret protection, or to a confidentiality agreement, or that are otherwise protected by law or contract. In addition, proprietary applications, computer code, software, operating systems or similar materials are also generally excluded. Other datasets that are generally excluded include employment records, internal employee-related directories or lists, facilities and security data, information technology, or any data which, if disclosed on the data portal would raise privacy, confidentiality or security concerns or jeopardize or have the potential to jeopardize public health, safety or welfare.

Colerain will also enact various measures and provisions to protect confidential data that is required to be shared as part of a vendor contract. In order to effectively maintain the privacy and protection of individuals, Township staff will utilize secured data transfer protocols including password protected transfers of data sources. In addition to the above, if there is a risk of liability the Township will use a data sharing agreement for additional legal protection.



MEMORANDUM

To: Board of Trustees
CC: Jeff Weckbach, Assistant Township Administrator
From: Geoff Milz, Township Administrator
Subject: Policy Manual Changes & Clarifications
Date: February 17, 2020

BACKGROUND

Throughout 2019, Township Administration and Department Heads have managed to the policy that was formally adopted on 01/22/2019. This policy book has helped to serve as a guide to internal decision-making and practices. As always with any living document, circumstances will arise that require additional consideration and explanation. This document helps to outline and highlight various policy questions that may need to be considered for adoption.

POLICY QUESTIONS

Below is a listing of policy questions and areas that have been identified by staff as requiring clarification or modification.

- 1.3 Employment Process Policy
 - o Should part time, seasonal workers be required to re-apply every year? If not, what threshold of evaluation or score should be required to hire them again?
- 1.5 Work Hours & Pay Schedule Policy
 - o This policy should clearly identify that non-exempt employees are not allowed to work unless scheduled as it would be an FLSA violation (this includes responding to emails).
- 1.6 Employee Evaluation Policy
 - o Should part time and temporary employees be evaluated on a quarterly and annual basis?
- 1.9 Paid Time Off Policy

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Matthew Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Heather E. Harlow
Administrator: Geoff Milz

- The yearly bands associated with vacation time are not mutually exclusive. Therefore, the upper band will need to be adjusted. ORC guidance suggests the upper band to be 26+ years.
 - Should years of service credit extend to time served in the military or federal government? Should these credits only be limited to Ohio, Kentucky, and Indiana?
 - Should part-time years of service count toward the years of service credit?
 - Should unused personal days be paid out on termination?
 - There is a nuance involving newly hired police officers that will need to be addressed for vacation time purposes to match the collective bargaining agreement and intent.
- 1.10 Other Leave of Absence Policy
 - Should disability leave start at three days or five days?
 - If an employee fails to qualify for FMLA, should their time off be converted from sick time to other personal time?
- 1.13 Unlawful Harassment Policy
 - Should this policy explicitly extend to all volunteers, appointees, and officials?
 - Public humiliation is listed but not defined. For example, would gossip or rumors qualify or should the requirement be liable/slander?
- 1.14 Employee Discipline Policy
 - Should Fraud be explicitly listed as a Level 1 Offense?
- 1.15 Drug and Alcohol Free Workplace Policy
 - There is no requirement that an employees notify their supervisor of prescription drugs that may impair their abilities. Should there be a disclosure requirement?
 - There is no clarification that abuse of a prescription drug is prohibited and may also result in disciplinary action.
- 1.17 Dangerous Weapons Policy
 - State law has changed since adoption of the policy to allow weapons to be stored in a locked trunk if the individual has a concealed carry license. Should the policy be changed to allow for this update in state law?
- 1.20 Layoff/Termination Policy
 - Should there be a minimum number of weeks of notification of retirement or termination in order to have terminated in good standing? If an employee does not provide advance notice, would that impact their final payout?
 - What should our policy state in regards to an employees ability to use time off before departure and how would this affect “leaving in good standing?”
- 1.23 Cyber Liability Policy
 - Language that prohibits employees from using personal account passwords for Colerain specific network passwords would enhance IT security. Should this be implemented with

the failure to do so a disciplinable offense?

- 1.24 Telecommunication Policy
 - o After evaluating various roles, staff recommends changing the cell phone stipend level for the missing persons scribe from \$60 to \$35.
 - o The Code Enforcement Specialist is not currently listed on this policy. Should this role be treated separately from the other two Code Enforcement roles?
- 1.27 Ethics Policy
 - o Should this address political activity by employees?
 - o Should this address conflicts of interest and disclosure requirements?
 - o Should this address the concept of educating vs. advocating?
- 4.4 Key Policy
 - o There are various updates needed to the key policy to match the now current practice that coincides with the use of employee badges.
- 4.8 Volunteering Policy
 - o Could there be an incentive in place that allows employees to volunteer in the community during regular work hours?
 - If this is desirable, should it be limited to team building activities?
 - Should it be pre-approved by Department Head, Administrator, or Trustees?

Guidance from the Trustees on these items and suggestions would be helpful in the day-to-day management of policy.

NEW POLICIES

Attached to this memorandum are several additional policies for consideration for the Board of Trustees. Best practice research and current operations guided the drafting of these policies. Staff seeks guidance from the Trustees on these policies, many of which are required as part of the American Public Works Association Accreditation process, Fire Department General Operating Guidelines, and recommended by the Government Financial Officers Association.

Public Services New Policies for Consideration

- Controlled Burn
- Dead Animal Removal
- Graffiti Removal
- Infrastructure Inspection
- Material Conservation
- Media Contract
- Mobilization
- Pavement Cut Restoration
- Pre-Construction
- Roadside Memorial
- Safety

- Sustainability
- Facility Security
- Sign
- Snow Plow Damage
- Special Event Street Closure
- Work Zone Safety

Fire Department New Policies for Consideration

- Thermal Imaging Equipment Deployment
- Post Fire Decontamination
- Emergency Incident Rehabilitation
- Elevator Rescue
- Communications-General
- Hamilton County MCI Plan
- Trench/Excavation Rescue Operation
- QRT Response

Below is a list of needed financial policies. Staff is willing to create a first draft of these policies internally to bring to the Board for discussion at an upcoming meeting. Initial feedback from the Board on these items will help to refine the approach that staff takes in drafting the policies.

- Cash Policy
- Credit Card Acceptance
- Fraud
- Revenue
- Budget Development
- Expenditure
- Investment
- Capital Budgeting
- Operating Budget
- Fund Balance
- Debt Service
- Sponsorships
 - Do the Trustees have a desire to allow for direct sponsorship of events and other recreational activities?
 - If so, guidelines would likely need to be developed on when it is okay to use the Township's name, logo, and other branding materials in promotional items

Additional policies listed below have been identified by staff that require direction from the Board:

- Emergency Purchasing: Limits, rules, and procedures for necessary emergency purchases during a major disaster that results in the full activation of the Emergency Operations Center
- Smoking Policy
 - Should all Colerain Facilities be tobacco free?
 - For both residents and staff or staff only?
 - Impact for internal employees that have a smoking addiction?

- Should there be an area limit of no smoking within a certain number of feet?
- Should all employees be restricted from smoking in Township vehicles?
 - ORC limits this for Police
- Should staff be restricted from consuming tobacco while in public view?
 - This is an internal Police Department practice
- Data Policy
 - Outlines data reporting accountability for staff
 - Continuous improvement and internal auditing
 - Data expectations
 - Data security requirements
 - Data sharing and transparency
 - Data communications and reporting expectations
 - Open Data requirements per “What works for cities”
 - Civic Data standards
 - Vendor and contractor data reporting requirements and contract language

RECOMMENDATION

Staff seeks direction from the Board of Trustees on these policy matters.

ATTACHMENTS

Public Services New Policies for Consideration

Fire Department New Policies for Consideration

Budget Book Page 17 and 18 – Financial Policies



COLERAIN TOWNSHIP CONTROLLED BURN POLICY

PURPOSE

For purposes of this policy the terms “Prescribed Burn” and “Controlled Burn” shall be interchangeable.

Controlled burns are essential to wildlife preservation, weed management, and wildfire prevention. A prescribed burn will reduce excess brush, shrubs, trees, invasive species, and weeds. It will also restore rich nutrients to the soil and allow desired plants to grow and prosper. Woodlands, prairies, and wetlands are perfect natural communities for controlled burns.

CONTROLLED BURNS

Heritage Park is the only location in Colerain Township that is ideal for a controlled or prescribed burn. This location is found in Heritage Park. Other locations may be evaluated for a prescribed burn in the future and this policy is not limited to just Heritage Park. A full controlled burn of Heritage Park should be considered every three years.

In order to safely conduct a prescribed burn, several external conditions must be met. If these conditions are not met, then a controlled burn cannot occur on the selected day and must be rescheduled. The date of the burn should feature low winds, a low chance of precipitation, and low humidity. Unless all of the above conditions are met, the burn shall not occur. The individual or vendor responsible for conducting the burn will be required to obtain all necessary and relevant permits from the Fire Department.



COLERAIN TOWNSHIP DEAD ANIMAL REMOVAL POLICY

PURPOSE

The Colerain Township Service department is responsible for the removal of dead animals that are located within the Township right of way limits on all Township maintained roads.

SIGN VISIBILITY

Colerain Township will respond to any request for removal of a dead animal that is located in the right of way on a Township maintained street. It is the goal of the Township to remove these animals as quickly as possible. All staff are required to wear proper safety equipment (gloves, etc.) when handling dead animals.

On receipt of a request for removal of a dead animal, the Department will document the request and deploy the appropriate resources. Depending on the level of decomposition and size of the dead animal, the animal may be treated with a substance that will accelerate the rate of decomposition and reduce the odor.



COLERAIN TOWNSHIP FACILITY SECURITY POLICY

PURPOSE

Colerain Township desires to secure all of its facilities in a manner that prevents vandalism, theft, or other potential risks.

SECURITY LEVELS

In general, employees of Colerain Township will be considered authorized users of Township buildings and facilities. The general public will also be granted limited access to various portions of Township buildings during posted business hours.

All buildings will be locked outside of regular business hours and unavailable to the public. Limited employees will be granted access to these facilities. All buildings contain an access lock system. Employees will be issued ID badges that will provide the employee the ability to gain entry into restricted areas, based on their department and role. These badges will be deactivated on termination.

In addition to the controlled locking systems, fencing and alarms will be used as an additional layer of security to protect Township facilities and assets.



COLERAIN TOWNSHIP GRAFFITI REMOVAL POLICY

PURPOSE

Graffiti can create perceptions of poor safety, increased crime, and has an adverse effect on both property values and individual resident morale.

REMOVAL

The Township will attempt to repair and remove all graffiti in the public right of way within a reasonable timeframe of initial notification. In Ohio, Township are limited in their ability to enforce graffiti resolutions and/or fines. Therefore, any individual caught committing an act of graffiti will be processed to the fullest extent of the law by the Colerain Township Police Department. In the event that the graffiti is recurring or incendiary, the Public Services Department will file a formal request with the Police Department for investigative purposes.

COLERAIN TOWNSHIP INFRASTRUCTURE INSPECTION POLICY

PURPOSE

The Township is responsible for a variety of roadways, culverts, signs, and other critical infrastructure. In general, all of these items should be inspected on a routine basis in order to ensure that they are safe and functioning properly.

FREQUENCY AND TYPES OF INSPECTIONS

Throughout any of the Township's construction projects, a member of the Public Services Department staff will be present to inspect on-going work that is conducted by the contractor. In general, the Public Services Department is on-site if the contractor is on-site. In addition, all residents are required to obtain a right of way permit for work that they are performing on their own sidewalks or driveways. This permit notifies the Public Services Department of the work to be conducted and ensures that a Public Services Department employee will be able to be onsite for a pre and post construction inspection. These two inspections are in place to guarantee that the right of way is return to a condition that is, at a minimum, consistent with the existing conditions prior to construction.

The Township will inspect road conditions, street signs, and storm basins according to internal standard operating procedures.

The County Engineer's Office is responsible for the inspection of all privately built, new roadways. The County Engineer will work in coordination with the Public Services Department to develop a final punch list of items to be completed prior to acceptance by the County and Township.



COLERAIN TOWNSHIP MEDIA CONTACT POLICY

PURPOSE

In order to ensure that accurate information is disseminated to the media, employees should, in general, refrain from direct interaction with media members. Only designated employees, such as Public Information Officers, Department Heads, or their representatives should provide direct comments to the media.



COLERAIN TOWNSHIP MOBILIZATION POLICY

PURPOSE

Townships are generally considered to be an arm of the State of Ohio. For that reason, Colerain Township follows and adheres to the Mobilization Policy outlined in the Ohio Department of Transportation Construction and Materials Specification manual for mobilization in conjunction with any project.



COLERAIN TOWNSHIP PAVEMENT CUT RESTORATION POLICY

PURPOSE

Ensuring all pavement cuts and restorations are done in the same manner and with the same quality of materials is important to a functioning and well-constructed roadway.

REQUIREMENTS

The Township will always, at a minimum, restore the pavement per department developed standard operating procedures. Outside utility companies will be required to restore the roadway to the same or better condition. Microtrenching will be encouraged for all outside vendors. Proper drainage shall be maintained throughout project at all times. All roadways and driveways shall be made passable by end of days' work.



COLERAIN TOWNSHIP PRECONSTRUCTION POLICY

PURPOSE

Preconstruction conferences provide the Township and vendor with an opportunity to outline direct expectations and requirements for major projects. These conferences are not required under every circumstance.

MEETING REQUIREMENTS

The Colerain Township Public Services Department requires preconstruction conferences for all significant construction projects. The Director of Public Service will be responsible for the meeting agenda.



COLERAIN TOWNSHIP ROADSIDE MEMORIAL POLICY

PURPOSE

Residents will sometimes erect a temporary roadside memorial to honor or remember a person who passed away due to a vehicular accident. These are often installed within the right of way along Township, County, or State roads.

MAINTENANCE

Colerain Township does not have any Township erected roadside memorials and will not maintain any memorials that are found within the right of way. The Township will not proactively seek out and remove existing roadside memorials, unless they obstruct or distract from the general vision of motorists or pedestrians. If an individual installs a temporary roadside memorial, the Township will not disturb the memorial, unless there is a complaint. If there is a complaint, then the Township will attempt to contact the individual responsible for the memorial and have the memorial removed.

COLERAIN TOWNSHIP SAFETY POLICY

PURPOSE

Safety is the highest priority for the Township and its residents and employees. The Township will provide safe working conditions, meaningful instruction on necessary equipment and procedures, and proper personal protective equipment (PPPE) to all employees. The intent is to reduce or eliminate personnel losses, property losses and legal liabilities.

RESPONSIBILITY

All supervisors will conduct regular hazard assessments within their area of responsibility and will take corrective action, make recommendation and implement safety-related policies as procedures as necessary.

Employees should immediately report unsafe equipment or conditions and should not partake in any activity in which their safety is questioned. Employees should perform their duties in a manner aimed at preventing injuries and equipment or property damage. This includes proper tools, PPE and training.

All new employees will receive proper safety trainings related to their department and position upon hire. All employees will receive required training on new equipment and new or revised processes.

All personnel will be supplied with the required personal protective equipment to perform their duties. It is expected and required that this equipment will be worn at all times.

INJURY & ACCIDENT INVESTIGATIONS

Injuries, accidents and damage to equipment, vehicles and property should immediately reported to the supervisor. Injuries, accidents and damage will be investigated by each department for learning, training or process improvement opportunities. Plans may be created for minimizing or eliminating repeat occurrences.

DEPARTMENT PERFORMANCE

Departments may enact specific protocols over and above those in this policy related to process, training, equipment, PPE, facilities, programs, etc. as related to their responsibilities.

Failure to comply and/or disregard for safety may be subject to disciplinary action.



COLERAIN TOWNSHIP SIGN POLICY

PURPOSE

Colerain Township understands the importance of providing visible signage for traveling motorists and pedestrians. It is the intent of the Township to ensure that all signs are maintained in a manner to provide maximum visibility.

SIGN VISIBILITY

In general, the Township will trim all tree branches and vegetation that directly obstructs the view of signs found in the right of way on Township maintained streets. If a tree is found to consistently obstruct a sign, the Public Services Department will consider removal of the tree that is within the right of way.

Adjacent property owners are expected to maintain the portion of right of way that directly abuts their property in order to ensure that signage is visible. This may include and is not limited to, mowing and trimming of branches.

SPECIAL REQUESTS FOR SIGNAGE

It is the policy of Colerain Township to deny any request for special signage. The Manual on Uniform Traffic Control Devices establishes the criteria for sign placement and types of signs that Colerain should maintain and place.

Special sign requests, such as no parking, handicap parking, deaf child at play, and other signs are not installed by Colerain Township. Installing these signs would potentially create a false sense of security and a situation that could not be enforced by the Township. The Township is not equipped to create these types of signs. The Township will remove any of these signs once noticed by Public Services staff.



COLERAIN TOWNSHIP SNOW PLOW DAMAGE POLICY

PURPOSE

Colerain Township takes great care and pride in provide quality snow removal services on Township maintained streets. While the Township ensures that all staff receive proper training and tools available to perform snow removal, there is a possibility that an individual employee may accidentally create some form of property damage, such as damage to a mailbox.

SIGN VISIBILITY

It is the responsibility of the individual driver who damages personal property to report the damage to the Supervisor Foreman or Director of Public Service. If the damage is reported by a resident, the Public Services Department will investigate the complaint to verify that the damage was a direct result of a Township employee.

The Public Services Department will require the employee responsible for the route on which the property is damaged to replace or repair the damaged item. For mailboxes, the department will initially provide a temporary mailbox replacement. Then, once the weather breaks, the employee responsible for the damage will install a replacement mailbox or perform any necessary repairs. This accountability helps to reduce the total number of snow plow related incidents and damages on an annual basis.

For snow plow related damage found on a county or state Road, residents will be directed to contact those offices directly as their policies and procedures may vary. This policy applies only to roads plowed by employees of the Public Services Department.

COLERAIN TOWNSHIP SPECIAL EVENT STREET CLOSURE POLICY

PURPOSE

Colerain Township recognizes that there are circumstances and community events that may require a street to be closed to through traffic for a temporary period of time.

STREET CLOSURES

Any individual or group that wishes to have a street temporarily closed for a special event or parade must first contact the Colerain Police Department. The Police Department will then forward the request to both the Fire Department and Public Services Department for consideration. In order for a street to be considered for temporary closure, the request must demonstrate that:

- The temporary closure of the street is generally supported by the residents of the street;
- The temporary closure of the street does not pose an imminent threat to public safety; and
- Appropriate access can be granted for public safety personnel and vehicles in order to ensure a quick response for life safety concerns.

If the above criteria are met and the closure of the street is determined to be in the best interests of the Township, then the street closure will be granted. The Colerain Township Police Department will coordinate the closure of the street and all associated external communication. The Township will install temporary signage and barricades where appropriate in order to close the street for the duration of the special event.

If a temporary closure of a street poses little to no impact or disruption, then the request for temporary closure will be forwarded to the Board of Township Trustees for a final decision. In general, closure small streets, including cul-de-sac streets is preferred. This policy only applies to Township roads/streets. Individuals should also be aware that any street closures that require enforcement by the Police Department will be subject to detail costs associated with having an officer onsite for enforcement.

COLERAIN TOWNSHIP SUSTAINABILITY POLICY

PURPOSE

In order to be fiscally and environmentally prudent, the Township will ensure that there are appropriate measures in place to conserve materials, attempt to reduce waste and find efficiency in operational units in an effort to reduce the negative impacts to the environment.

CONSERVATION OF MATERIALS

Sustainable management of Township facilities and assets is a priority. It includes infrastructure needs, programs and practices, including energy conservation, waste management and recycling efforts.

The Township will look for opportunities to reduce travel by video/tele conferencing, webinars and ride sharing. Idling vehicles will be kept to a minimum, and trips will be combined when possible.

The Township will look to reuse and recycle materials, as well as use materials that are repurposed or contain recycled content.

The Township will continue to evaluate facility energy use, energy conservation and energy conservation practices within facilities.

The Township's programs and events will promote recycling initiatives, when possible.

The Township will use best practices for inventorying and tracking materials, so as to reduce waste.

COLERAIN TOWNSHIP WORK ZONE SAFETY POLICY

PURPOSE

Minimum work zone safety standards are essential to ensure the welfare and wellbeing of all Township employees, other motorists, and residents.

SAFETY

Safety is of the utmost importance to Colerain Township and should be the primary focus of all employees. In order to ensure that all members of the Public Services Department are provided with adequate safety while in a work zone, employees should:

- Wear reflective safety vests
- Wear all required personal protective equipment
- Follow the standards of the Manual of Uniform Traffic Control Devices and the Public Employment Risk Reduction Program for the deployment of work zone signage, cones, and other temporary barricades to provide an additional layer of protection

This policy applies to any situation where employees are working in or near traffic or other dangerous situations. If necessary, the Police or Fire Department can assist with traffic control.

In addition, the Colerain Township Service Department requires all agencies responsible for construction projects in the public right-of-way to file an "Application for Work Performed in Township Public Right-of-Way". This application includes all the guidelines and specifications for permitting work in the right-of-way, administration of traffic control plans and for maintaining smooth traffic flow.



COLERAIN TOWNSHIP COMMUNICATIONS POLICY

PURPOSE

Good communications are a vital necessity for the efficient operation of a Fire Department. Adequate communications equipment and radio procedures will assist us in saving lives and property.

POLICY

It shall be the policy of the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) to maintain a portable and mobile based radio system for regional emergency and non-emergency communications between emergency service providers (e.g., fire, emergency medical, police units, ect.) and the Hamilton County Communications Center (HCCC).

COLERAIN TOWNSHIP ELEVATOR RESCUE POLICY

PURPOSE

The purpose of this policy is to establish parameters for a Standard Operating Guideline (SOG) to provide Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) personnel information on the tactics and operations involved with responding to elevators that have stalled or mechanically failed.

This developed SOG will apply to all Colerain Fire & EMS personnel.

POLICY

The Fire Department may be called to provide rescue to passengers trapped inside elevator cars. The reason for an elevator becoming stuck or inoperable is usually one of the following:

1. Electrical power failure
2. Malfunction of a mechanical component
3. Activation of safety devices

Although the cause of an inoperable elevator car may vary, generally passengers are in no immediate danger and there is no reason to endanger the lives of rescuers or the trapped passengers. When possible, it is often best to wait for an elevator service company who can correct the problem and release the passengers in a short time with undue risk to personnel.

Emergency situations involving elevators could include passengers stuck in an elevator:

1. Who are experiencing a medical emergency
2. During a smoke or fire condition
3. Who are injured from an elevator car "free fall" in the shaft

If the problem is suspected to be a power outage and power can be restored, or will be restored in a short period of time, it is best NOT to attempt to remove trapped passengers by rescue operations. Power restoration will typically allow elevators to return to normal, safe operation.

If conditions require passengers be removed from the car before the arrival of elevator service personnel, removal should be performed with extreme caution. Because safety is the prime consideration, Colerain Fire & EMS personnel must be trained in elevator rescue procedures and must be familiar with the operation of the particular elevator system. It is the responsibility of each company to stay familiar with elevators in their first-due areas and maintain an awareness of their operation.

COLERAIN TOWNSHIP

EMERGENCY INCIDENT REHABILITATION POLICY

PURPOSE

The purpose of this policy is to provide a framework for the establishment and operation of a Rehabilitation (Rehab) Group to support the physiological needs of firefighters and other responders engaged in emergency operations, extended duration incidents, and training exercises.

This policy will lead to the establishment of a guideline that identifies situations where the establishment of a Rehab Group is appropriate. It will provide information on the operation of a Rehab Group, the tasks and procedures that are to be followed by those managing and those using a Rehab Group, and the equipment and staffing needs of these operations.

The Rehab Group provides firefighters and other emergency responders with fluids and food, shelter from the elements, and a medical evaluation and treatment to assure that the responder is ready to return to work in a safe and managed manner.

POLICY

Firefighting and tasks associated with firefighting are among the most physiologically taxing activities that can be performed by humans. During the course of their work, firefighters are exposed to physiological stresses in the form of strenuous physical work. This work is most often performed within the confines of heavy structural firefighting personal protective clothing which further stresses the firefighter. The work is time-sensitive and often is performed under the psychological stressors of danger to the firefighter and others, the desire to do a good job, and the desire on the part of the firefighter to make an individual contribution to the work effort.

Proper implementation of this policy will ensure that personnel who may be suffering the effects of metabolic heat buildup, dehydration, loss of situational awareness, physical exertion or extreme weather (hot or cold) receive evaluation and rehabilitation during emergency and nonemergency operations.

Most heat and cold emergencies and injuries are entirely preventable. Rehab assists the Incident Commander with monitoring the health of firefighters and controlling the work and rest cycle to prevent environmental injuries.

The Rehab Group may be staffed by fire company personnel, emergency medical responders or responders specifically tasked with this function.



COLERAIN TOWNSHIP

MASS CASUALTY INCIDENT PLAN POLICY

PURPOSE

The purpose of this Mass Casualty Incident Management Plan is to provide structure and guidance to public safety personnel of the Hamilton County, Ohio when responding to incidents where the number of injured persons exceeds day to day operating capabilities requiring additional resources and/or distribution of patients to multiple hospitals. The ultimate goal on any incident is to provide the highest level of care, for the most people, in the shortest amount of time. Incident organization is based on the National Incident Management System (NIMS) and the Simple Triage and Rapid Treatment (START) method of triage.

POLICY

The National Incident Management System (NIMS) is designed to be a flexible management system designed to fit the specific needs of any incident. The NIMS organizational structure builds from the top down and expands as needed depending of the size of the incident and the resources available with responsibility and performance placed initially with the Incident Commander. The Incident Commander has the responsibility for the coordination of all public and private resources committed to the incident. In addition, the IC or his/her designee is responsible for notifying appropriate authorities, requesting resources and developing incident objectives and strategies.

Depending on the size and duration of the incident, the IC may directly supervise EMS operations or may delegate this responsibility to another resource. The IC may delegate specific tasks, functions, or geographic area to maintain an effective span of control.

Colerain Township will follow all best practices as identified by the NIMS system.

COLERAIN TOWNSHIP POST FIRE DECONTAMINATION POLICY

PURPOSE

This policy shall establish the parameters for a Standard Operating Guideline (SOG) to provide Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) personnel with a systematic procedure for decontamination of personal protective equipment (PPE), firefighting equipment and themselves after fire details.

POLICY

This policy is to be followed by all Colerain Fire & EMS personnel to ensure that proper decontamination is completed to reduce the risk of exposure to products of combustion after a fire and other contaminants. All department personnel shall take all measures necessary to protect themselves and others from the products of combustion or other contaminants. The Battalion Chief and/or Acting Battalion Chief shall ensure all Officers and Acting Company Officers direct personnel to follow these decontamination procedures as soon as possible to prevent exposure. This policy will support an SOG that will be enforced for all the following situations when crews operate in the hot or hazard zone:

1. Structure Fires
2. Training Fires (Live fire training, flashover)
3. Hazmat Runs
4. Vehicle Fires*
5. Dumpster Fires*
6. Vegetation and Wildland Fires*
7. Technical Rescue Emergency*
8. Vehicle Extrication*
9. Other runs where it is determined decontamination is needed

* The Battalion Chief or Company Officer will determine if post fire decontamination is needed for these runs based upon the exposure to the products of combustions or other contaminants.

All personnel who enter the hot zone with the potential of coming in contact with the products of combustion will wear a Self-Contained Breathing Apparatus (SCBA). This includes the following:

1. Structure Fires
2. Electrical Fires
3. Appliance Fires
4. Vehicle Fires
5. Dumpster Fires
6. Open Burns (if possible exposure to the products of combustion could occur during extinguishment of the fire)

7. Vehicle Extrication (if manning a hose line)
8. Training Fires (Live fire training, flashover)

Any time personnel will be exposed to long periods of sun they should use sun block on uncovered skin.



COLERAIN TOWNSHIP TACTICAL QRT POLICY

PURPOSE

TACMED: Tactical Medic. Colerain Township Department of Fire and Emergency Medical Services (EMS) paramedic, trained to provide life safety response in a critical incident, hazardous environment. Paramedics serving as a TACMED do so, in partnership with security team consisting of a group of sworn law enforcement officers or police officers.

QRT: Quick Response Team. Colerain Township Department of Fire and Emergency Medical Services (EMS) paramedic, trained to provide proactive life safety response in a variety of settings and environments. Paramedics serving as a QRT member do so, in partnership with a sworn police officer partner from the Colerain Police Department.

Supervisor: All officers who are the rank of sergeant, employed by the Colerain Police Department or Lieutenant and employed by the Colerain Township Department of Fire and EMS or any ranking officers with a rank above and deemed to be supervisors. In the absence of a supervisor working a tour of duty, the designated officer-in-charge or the senior officer on duty will act as the supervisor.

POLICY

Firefighters and paramedics have no legal authority to use force against another human being. Firefighter/medics do have the legal right to defend themselves or a police officer against an immediate threat of harm.

The Colerain Township Department of Fire and EMS does not authorize the use or carrying of firearms in its service to the community.

Chokeholds/neck restraints are not authorized as a method of response to aggressive behavior. In the event that a firefighter/medic, in the defense of him/herself or a police officer, has exhausted all available methods of controlling a subject, AND the firefighter/medic and/or police officer is in jeopardy of suffering serious physical harm or death, the firefighter/medic may use whatever reasonable means to stop the aggressive behavior of the subject.

COLERAIN TOWNSHIP

THERMAL IMAGING EQUIPMENT POLICY

PURPOSE

The purpose of this policy is to facilitate the most effective method for deploying thermal imaging equipment in a way that provides the most protection for our personnel and citizens. This guideline is also intended to provide a reference document to be used for the training of Colerain Fire & EMS personnel in the uses, deployment, limitations, operation, care, and maintenance of this equipment. This is not intended to be a comprehensive training document on the use and care of the thermal imaging equipment, each department employee must read the manuals provided by the manufacturer and become familiar with them prior to utilizing the equipment.

POLICY

This policy should be followed by all personnel of the Fire Department. Thermal imagers, also known as Thermal Imaging Cameras (TIC) shall be utilized in every structure fire and any other situation as identified where it will enhance the safety of fire department personnel and the citizens we serve. The camera is a tool to make our jobs safer and complete searches more effectively. However, they are not to supersede department firefighting SOGs. They should be used in such a manner as to enhance those guidelines.

Use of a TIC during emergency operations will provide the means for locating victims and fire in a more expeditious manner. This will greatly enhance the safety of personnel by limiting time spent in a hazardous area searching for victims and the seat of fire. It must be remembered that a TIC is a tool to be utilized by firefighters and will be used to augment sound strategy, tactics and time tested interior structural firefighting and rescue procedures.

It must be remembered that the TIC is not designed to be intrinsically safe. Personnel need to consider the possibility of potentially explosive atmospheres before placing the unit in service.

THERMAL IMAGING CAMERA USES

These cameras:

1. Provide safer navigation in a space where there is diminished visibility due to smoke;
2. Allows personnel to "see" in a diminished visibility environment, which is a very useful addition to traditional search and rescue techniques. Utilizing a TIC can substantially reduce the time necessary for completing a primary search;
3. Enables suppression crews to execute a faster, more effective interior attack. The shortest route to the fire, holes in the floor and obstacles in the structure can be determined and located efficiently;

4. Reduces fatigue of interior crews because efficiency in performing searches and suppression is increased;
5. Allows Rapid Assistance Teams to quickly and efficiently locate downed firefighters;
6. May be used to determine fluid level within a container, which may be useful during an incident involving a hazardous material;
7. May be used as a search tool to locate lost persons in open wilderness areas.

THERMAL IMAGING CAMERA LIMITATIONS

The TIC allows a two dimensional view of a smoke filled environment. Depth perception is limited. Firefighters operating the camera should remain low to the ground, scanning the entire area before them. When scanning an area with the TIC, begin at the ceiling and conclude at the floor area immediately in front of them. Walking with the TIC is discouraged as trip hazards may be overlooked.

Thermal energy does not travel directly through walls. A TIC does not allow an area to be viewed that is behind a wall. If fire is present inside a wall, the camera will only be able to see it if the fire has increased the temperature of the wall itself. Fire inside wooden clad walls will be picked up much faster than fire on the other side of a more significant barrier such as concrete. Normal overhaul procedures must be utilized in order to locate fire extension.

A human being will not provide sufficient thermal energy to penetrate most standard construction materials or solid items such as furniture. Therefore, it is reinforced that while conducting a search, rescuers must look under and around beds, sofas and other objects and in closets where victims may have hidden to escape fire.

Water, plastic and glass are all effective barriers for the TIC and may cause a reflective image. The team operating the camera must remember that the image present on the TICs' screen could be a mirror image of themselves or fire behind them being reflected off of glass, plastic or water. To test suspicious images, the company or team should wave their arms and determine whether they are seeing their own image.

Also, firefighters and occupants, who are wet from hose line operations, could be masked from the camera's view during a search because there is a momentary balance of thermal signatures.

The TIC must be used with the understanding that it is only a mechanical device and it can fail. Firefighters must plan for this possibility by carrying flashlights, maintaining contact with the wall, a hose line, employing a tag line or other routine methods for remaining oriented to location and the position of exits in a diminished visibility environment. Companies and teams should continue to employ standard firefighting practices.

Be aware that if the controls on the TIC are bumped the unit could become deactivated.

The image displayed by the TIC may decrease in quality as soot builds up on the lens and screen while operating on the fire ground. A soft cloth or a gloved hand should be used to clean the lens and screen periodically while operating the camera.

If the picture displayed on the screen suddenly becomes distorted or dark:

1. Check to insure the carrying strap is not in front of the lens;
2. Make sure the "thermal throttle" is not shut.

The TIC has not been determined to be intrinsically safe as an ignition source. This device is not to be used in a potentially explosive atmosphere.

COLERAIN TOWNSHIP TRENCH EXCAVATION RESCUE POLICY

PURPOSE

This policy will require the establishment of a guideline that shall provide Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire & EMS) with a systematic response to Trench/Excavation Emergencies. The guideline will identify the standard operations that will normally be performed by engine, ladder, rescue and emergency medical companies. These basic functions shall provide the framework for incident operations for those companies.

The primary goal is to provide education and awareness regarding the extreme dangers associated with these responses in order to prevent injury to Colerain Fire & EMS personnel, other first-responders, civilians, and minimize further injury of those trapped.

POLICY

It shall be the policy of the Colerain Fire Department that no personnel shall be allowed into an unsafe trench or excavation site.

The established Standard Operating Guideline is to be followed by Colerain Fire & EMS personnel to ensure the fire, rescue and emergency medical companies, which they are assigned, are able to perform the various functions designated for that company or unit as well as maintain the level of flexibility to perform other functions as required.

Trench collapses generally occur due to unstable soil conditions combined with improper or inadequate shoring. The potential for additional collapse is considered a primary hazard to personnel. Removing soil or debris, adding weight near the edge of an open cut, vibration (such as vehicle movement), rain, or simply the passage of time, may cause additional collapse at any time during the rescue phase.

DEFINITIONS

1. Excavation: Any man-cut, cavity, or hole in the earth's surface formed by earth soil removal which is greater than 4' in depth.
2. Fissure: A narrow opening or crack of considerable length and depth in the earth.
3. Lip: Is the area 360 degrees around the opening of the trench and extending down 2 feet.
4. Spoil Pile: Earth removed from trench, usually piled near the trench edge.

Basis of Budgeting

The Township's financial statements follow the accounting basis the Auditor of State prescribes or permits based on the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(D). This basis is a modified cash basis of accounting similar to the cash receipts and disbursements accounting basis. The Township recognizes receipts when received in cash rather than when earned, and recognizes disbursements when paid rather than when a liability is incurred. Colerain Township also uses a modified cash basis as the basis for budgeting and mirrors the basis of accounting.

Financial Policies

In October of 2018, the Colerain Township Board of Trustees established a Financial Advisory Committee (FAC) to review - and in some cases draft - the Financial Policies for the Township. The first meeting of the FAC was held on December 18, 2018. They will meet as necessary to discuss and advise the Township Administrator on these important policies.

Throughout 2019, the FAC drafted the following financial policies:

- Purchasing Card Policy (Attachment E)
- Purchasing Policy (Attachment F)

The remaining policies which are still under consideration by the FAC are listed below. While the Township does not have a formally adopted policy for most of these items, a brief description of the high level goals and standards for each policy area is enumerated.

- Cash Policy – Colerain Township currently accepts cash transactions. All cash handling should be limited and cash drawers should be balanced, reconciled, and deposited on a daily basis.
- Credit Card Acceptance Policy – Colerain Township currently accepts credit cards for various online and in person transactions. A credit card fee may be passed along as part of the transaction. Credit card transactions should be reconciled prior to

Financial Policies *(continued)*

month end for accounting purposes.

- Fraud Policy – Colerain Township employees will comply with all state and federal regulations regarding fraud reporting. All fraud will be reported to the State Auditor for investigation. If an employee suspects that an activity may be fraudulent, they should call the State Auditor's Office for clarification.
- Revenue Policy – All revenues must be processed and posted to the appropriate fund.
- Budget Development Policy – The budget should be developed according to the policy direction provided by the Board of Trustees. The Budget will be developed in three phases: Tax Budget, Temporary Appropriations, and Final Appropriations.
- Expenditure Policy – All expenditures must follow the Township's purchasing policy. Expenses should be made from the appropriation funds and comply with all restrictions for the fund.
- Investment Policy – Colerain Township will invest any available cash that is not needed to meet current obligations in order to earn as much as possible in interest earnings. Cash should be invested safely and in a relatively liquid state.
- Capital Budgeting Policy – Instead of having a set dollar threshold, any item that is tangible and will likely have a resale value at the end of its useful life should be considered a capital item. All capital purchases should be approved by the Board of Trustees.
- Operating Budget Policy – An operating budget shall be adopted by the Trustees annually. Only the Board of Trustees may increase or decrease fund level appropriations. Individual line items can be adjusted by the Finance Department, as long as the total appropriations for the fund is not increased or decreased. The Township should strive to have a balanced long term general fund operating budget. For this to occur, general fund expenses must be at or below revenues for the five year forecast. Colerain Township will strategically use available fund balance for capital and other one-time projects as necessary.
- Fund Balance Policy – Colerain Township will seek to maintain a minimum of three months of general fund expenses as a general fund reserve.
- Debt Service Policy – Colerain Township will evaluate the issuance of debt on a case by case basis. The Township will adhere to all statutorily imposed debt limitations.

All policies, once drafted will ideally be reviewed by the FAC every five years.

CONSENT ITEMS

Department: Administration

Department Head: Frank Cook, Fire Chief

Contract with Cincinnati State for Partnership Agreement for Paramedic Program

Recommend approval of all consent agenda items.

Rationale:

Colerain Township and Cincinnati State enter into a partnership agreement each year to provide a one year certificate program for Paramedics held at the Township's Training Center.



Partnership Agreement

2020 - 2021

Paramedic Program

Career Pathways Partnership Agreement For the Paramedic Program 2020 – 2021

Cincinnati State Technical and Community College Workforce Development Center & Colerain Township, Department of Fire and Emergency Medical Services – Hamilton County, Ohio

1. **Paramedic Program:** Cincinnati State Workforce Development Center (WDC) will continue to conduct the Paramedic Program, a one-year certificate program, in partnership with the Colerain Township, Department of Fire and Emergency Medical Services, with courses to be held at the Colerain Township Department of Fire and Emergency Medical Services Training Center and/or the Colerain Township Administration Complex. The Colerain Township Department of Fire and Emergency Medical Services will provide the use of classroom space, equipment, and both BCI and FBI background checks for three full semesters of the Paramedic Program beginning May of 2020 and concluding May of 2021.
2. **Anatomy and Physiology for the Paramedic:** In addition to the Paramedic Program listed above, the Colerain Township Department of Fire and Emergency Medical Services will also provide classroom space and equipment usage for Cincinnati State to conduct the pre-requisite class of Anatomy and Physiology. The Anatomy and Physiology class will begin March of 2020, conducted on Tuesdays and Thursdays from 3:00pm – 6:00pm, concluding May of 2020. These classes will be held at the Colerain Township, Department of Fire and Emergency Medical Services Training Center and/or the Colerain Township Administration Complex.
3. **Payment to Colerain Township:** In keeping with past practice and to demonstrate Cincinnati State's continued commitment to the Colerain Township Department of Fire and Emergency Medical Services, and the Paramedic Program, Cincinnati State Workforce Development Center will pay the Colerain Township Department of Fire and Emergency Medical Services a rental fee for the use of the facilities and equipment. This fee will equal \$300 per student, per semester. In the event a student has an outstanding balance with Cincinnati State at the conclusion of a semester, the amount will be reduced until that balance has been paid. If at any time the enrollment of students attending the program should drop below twelve, the amount of reimbursement will lower to \$200 per student for each subsequent semester until the end of the Program. Additionally, in return for the facility use for the Anatomy and Physiology class, Cincinnati State Workforce Development Center will also pay the Colerain Township Department of Fire and Emergency Medical Services \$100.00 per student. This payment will be sent following full payment of all student bills.

4. **College Credit Enrollment:** Enrollment into all Cincinnati State Paramedic classes, scheduled to be taught off campus at the Colerain Township Department of Fire and Emergency Medical Services Training Center, 11865 Colerain Avenue, Cincinnati, Ohio 45252, or the Colerain Township Administration Complex, 4200 Springdale Rd. Cincinnati, Ohio 45252 requires the student paying tuition and being enrolled at Cincinnati State and thereby receiving college credit from Cincinnati State. Both partner institutions will work together to ensure proper registration processes are completed in a timely fashion as required to meet the Ohio Board of Regents census procedures for flexibly scheduled course offerings.
5. **Additionally**
- Applicants for college credit will meet college admission requirements and pay all appropriate fees before any credits earned through this career pathway agreement will be recorded on the student's official Cincinnati State transcript.
 - Students who have a recorded account receivable balance, or prior academic probation issue unresolved with the college will not be able to obtain college credit until the issue is resolved.
 - Credit will be listed on the student's transcript with the course name and number, as well as, credit hours and grade.
6. **Term of the Agreement:** This agreement will be in effect from June 1, 2020 through June 1, 2021.
7. **Amendment or Termination:** With the agreement of both parties, this document can be amended when needed and said amendments attached, or the document rewritten and signed by mutual agreement of the parties. Changes in federal or state funding and policy could effect this agreement resulting in termination or either party may terminate the agreement with written notice to the other party 30 days in advance and delivered via certified mail.
8. **State of Ohio Contractual Requirements**

1. The following provisions satisfy the State of Ohio contractual requirements:

a. **Choice of Law/Jurisdiction**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Primary Agreement and/or performance thereunder.

b. **Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization**

Contractor hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in Ohio Revised Code ("O.R.C.") Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to College prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to College any funds paid under this Agreement.

c. **Campaign Contributions**

The (vendor) hereby certifies that neither the (vendor) nor any of the (vendor)'s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

d. **Findings for Recovery**

Contractor affirmatively represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.

e. **Confidentiality**

It is understood by the parties that College is a state community college, created pursuant to O.R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.

f. **Nondiscrimination**

Pursuant to O.R.C. §125.111, parties agree that the party, any subcontractors, and any person acting on behalf of the party or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this contract. Parties further agree that party, any subcontractor, and any person acting on behalf of party or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry.

g. Ohio Drug Free Workplace

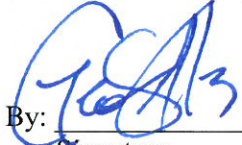
The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

h. Ohio Ethics Laws

By signing this agreement, the parties certify that they are currently in compliance with and will continue to adhere to the requirements of Ohio ethics law as provided by O.R.C. §§ 102.03 and 102.04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

(Colerain Township):

By: 

Signature



Name



Title

(Cincinnati State Technical and Community College):

By: _____
Signature

Name

Title

1. The first part of the paper discusses the importance of the study of the history of the world, and the role of the study of the history of the world in the development of the human race.

2. The second part of the paper discusses the importance of the study of the history of the world, and the role of the study of the history of the world in the development of the human race.

3. The third part of the paper discusses the importance of the study of the history of the world, and the role of the study of the history of the world in the development of the human race.

4. The fourth part of the paper discusses the importance of the study of the history of the world, and the role of the study of the history of the world in the development of the human race.

5. The fifth part of the paper discusses the importance of the study of the history of the world, and the role of the study of the history of the world in the development of the human race.

CONSENT ITEMS

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept Donation

Recommend adoption of a motion to accept a \$10.00 donation from Kimberly Sizemore.

Rationale:

The donation was given in appreciation for an officer unlocking her car.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Integrated Engineering - Safety Grant Application Preparation

Recommend approval of all consent agenda items.

Rationale:

Colerain Township contracted with Integrated Engineering for the completion of the Safety Grant Application for sidewalks along Pippin Road. This contract was necessary, as engineering work is required to complete the application and file with ODOT's E-CAT system.

TERMS AND CONDITIONS

Project Name	Pippin Road HSIP Grant Application		
Project Location	Pippin Road from Struble to Stout, Colerain Township, OH		

Owner Information		Site Owner Information (if other than Owner)	
Owner Name	Colerain Township	Owner Name	
Full Address	4200 Springdale Road Colerain Township, OH 45251	Full Address	
Telephone	513 385 7500	Telephone	
E-mail	gmilz@colerain.org	E-mail	
Fax		Fax	

It is hereby mutually agreed by and between Integrated Engineering, PLLC, hereinafter called "Engineer" and the aforementioned "Owner", that engineer shall furnish the professional services for payment by the Owner in accordance with the "Terms and Conditions" and by reference "Proposal" (collectively, the "Services") subject to the terms listed on this page and pages 2 hereof. For purposes herein, the term "Site" shall mean Project listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by Engineer of this signed agreement shall constitute the Owner's Authorization to Proceed and agreement of the "Terms and Conditions" hereunder.

1. Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such completed Services as set forth in Paragraph 2.

2. Payment Procedures

- A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. The invoice shall demonstrate the services provided over the invoiced period of time.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Disputed Invoices. The Owner shall notify the Engineer within 15 days of receipt of invoice should the invoice contain charges the Owner intends to dispute. The Owner may withhold only that portion so contested, and must pay the undisputed portion within 30 days.
- D. Owner agrees that all documents and electronic data of any nature furnished to Owner or Owner's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever.
- E. Collections. In case of default in the payment of any principal or interest due under this contract, Owner will pay to Engineer such further amount as will be sufficient to cover the cost and expenses of collection, including, without limitation, reasonable attorney's fees, and engineer's staff fees to compile documents in accordance

with the additional service rates, expenses, and disbursements. Collection costs will be added to the outstanding principal as of the date the cost is incurred and will become immediately due.

3. Additional Services

- A. If authorized in writing by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4. Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 1. Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 2. Upon seven days written notice if the Engineers services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineers control.
 3. Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.A.1.a if the party receiving such notice begins, within seven days

of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by owner effective upon the receipt of notice by Engineer.

- B. The terminating party under paragraphs 4.A.1 or 4.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5. Controlling Law

- A. This Agreement is to be governed by the law of the Commonwealth of Kentucky in which the Project is located.

6. Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7. General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. The location of utilities shown on the Topographic Surveys, ALTA/ACSM Surveys is based on observed evidence found on the Site at the time of the survey. The Engineer shall contact the States Underground Protection company prior to the survey. If the Owner so desires, at his/her sole discretion hire a private party to locate underground utilities, 48hrs prior to the field survey. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the Owner is advised that excavation may be necessary. The Engineer neither guarantees nor assumes liability for subsurface utilities.
- C. Engineer shall not at any time supervise, direct or have control over any contractor's work, nor shall Engineer have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or of any contractors agents or employees or any other persons. (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents whether or not the Project is completed
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8. Total Agreement

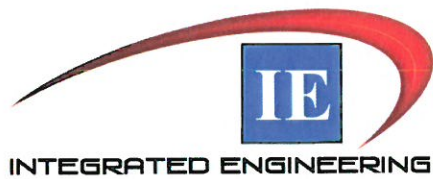
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended supplemented, modified, or canceled by a duly executed written instrument.

Accepted this 25th day of March, 2020

Print Owner Name: _____

Signature: _____

Date Signed: 3.26.20



March 24, 2020

Geoff Milz
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject: *Highway Safety Improvement Program Application
Pippin Road Sidewalk*

Dear Mr. Milz,

Integrated Engineering would like to thank you for the opportunity to submit a proposal for the professional services associated with completing the HSIP grant application for the new sidewalk along Pippin Road between Struble Road and Stout Road. Based on our understanding of the information that you have provided, our discussions with ODOT, and our experience in working on similar projects, we propose the following scope:

Grant Application

Integrated Engineering will perform all the necessary services to complete the grant application and get it submitted to ODOT by the April 1, 2020 deadline. This will include the following:

- Cover Sheet/1 Page Summary of the Project
- Safety Study/Report
- District 8 Safety Summary Sheet
- HSIP Application and Scoring Tool
- Relation to Ohio Strategic Highway Safety Plan
- ECAT files (Full Report and Benefit Cost Analysis)
- Engineer's cost estimate
- Project Schedule
- Crash Analysis
- Crash Diagram
- Project Exhibits
- Any Necessary Meetings or Phone Conferences

Total Lump Sum Base Fee

\$3,360

Additional Services Rates: Any additional services beyond what is defined in this proposal will be billed according to the following rates:

Principal In Charge	\$160.00 per hour
Project Manager	\$140.00 per hour
Project Engineer (PE)	\$130.00 per hour
Professional Land Surveyor (PLS)	\$115.00 per hour
Project Engineer (EIT)	\$110.00 per hour
Engineering Technician	\$95.00 per hour
2 Person Field Crew (Party Chief & Instrument Person)	\$170.00 per hour
1 Person Robotic Crew / GPS	\$135.00 per hour
Construction Observer	\$85.00 per hour

Exclusions to Scope of Work:

It is understood that Integrated Engineering shall not be providing any of the following services as part of this project unless specifically directed by the Owner and authorized by an amended agreement:

Boundary or ALTA Surveys
Traffic Study or Traffic Engineering Report
Geotechnical Exploration
Construction Administration and Inspection
Construction Staking
Environmental Assessments
Permitting and Recording Fees
GIS Mapping Fees
Bid Specifications or Bid Forms

Any item not specifically outlined above in our scope of services.

Closure

Integrated Engineering, PLLC appreciates the invitation to submit a proposal for this project. If you are in agreement, you may authorize our services by signing the attached Terms and Conditions Contract. If revisions to the proposed scope of work are necessary, please call me at (859) 912-1920. We understand that this project will need to be completed on a short schedule; therefore we are scheduled to begin working on this immediately after given official notice to proceed by your official authorization of our services. Thank you for giving us the opportunity to offer you our service and look forward to serving your needs.

Sincerely,



Mike Yeager, PE, MPA
NKY Office Branch Manager

Attachments: *Terms & Conditions Contract (2 pages)*

CONSENT ITEMS

Department: Public Services

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

Contract with Protegis for Fire Suppression System Repair

Staff recommends the approval of all consent agenda items.

Rationale:



From
Protegis Fire & Safety
510 West Benson
Street
Cincinnati OH 45215
(513) 948-1030

Quote No. 1142597
Type Repair
Prepared By Dane Shannon
Created On 03/25/2020
Valid Until 04/30/2020

Quote For
Colerain Fire Department 315628
Colerain Fire
Department
Headquarters
4160 Springdale Road
Cincinnati OH 45251
(513) 825-6143

Description of Work

A Protegis Fire & Safety technician recently inspected the fire system/equipment at your location. On the inspection report, were noted deficiencies that require the following corrective action:

Scope of Work: Replace leaking upper drain valve on dry pipe valve riser and drum drip assembly on mezzanine that was found not working properly during the Sprinkler Inspection.

Labor and Material: \$ 1100.00

Please Note: This quote is valid for 30 days from the date of this document. Price assumes work to be performed during normal business hours (unless otherwise stated in the body of the quote). These prices do not reflect any sales tax. If applicable, sales tax will be added at time of billing. Terms COD or NET 15 Days with approved credit. Price excludes \$10.00 compliance, which will be added at time of invoicing. This price does not include any unforeseen repairs, maintenance, parts or fees unless stated above. Anything additional will be billed or quoted at current rates.

The pricing below reflects current supplier pricing. In the event of significant delay or supplier price increase occurring during the performance of the work through no fault of the Contractor, the contract sum, time of performance, and/or contract requirements shall be equitably adjusted by a change order.

Please contact me with any questions you may have. We appreciate the opportunity to provide your fire protection service.

Sincerely,

Dane Shannon

Protegis Fire & Safety

dshannon@protegis.com

(513) 948-1030 Ext. 3114

Services to be completed

[Sprinkler] Location - Building

replace top 2" main drain valve on Victaulic Dry Valve and drum drip assembly on upper mezzanine - repair

PW 2021-330-323-0000
JUL 2111-220-323-0000

GRAND TOTAL \$1,100.00

Terms and Conditions

PROTEGIS FIRE & SAFETY, LLC

STANDARD TERMS & CONDITIONS OF SALE:

ANY DIFFERENT OR ADDITIONAL TERM PROPOSED BY BUYER IN ANY PURCHASE ORDER OR OTHERWISE IS HEREBY OBJECTED TO. THIS IS NOT AN ACCEPTANCE OF ANY PRIOR OFFER, NOR IS IT A CONFIRMATION OF ANY PRIOR ORAL DISCUSSION.

Protegis Fire & Safety, LLC herein referred to as the "Company," will sell to the Buyer the products and perform the services described in its quotation, subject, however, to the following terms and conditions:

ACCEPTANCE: Acceptance by the Company of Buyer's order is expressly conditioned upon Buyer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Buyer's purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications and quantities as stated in the Company's quotation shall not be modified other than in a writing executed on behalf of the Buyer and the Company.

PRICES AND TAXES: The prices quoted by the Company will remain firm for a period of sixty (60) days, after which period the Company may change the same without notice. Therefore, if the placing of an order has been delayed beyond such time, Buyer should obtain confirmation of prices prior to submitting an order. The prices quoted do not include any unforeseen repairs, maintenance, parts, installation, or fees unless specifically stated in the quotation. Anything additional will be billed at current rates.

Unless otherwise stated herein, prices quoted are F.O.B., **Company's facility, 4545 West 160th Street, Cleveland, Ohio 44135**. The amount of any local, State or Federal tax levied on the products referred to herein, including, but not limited to, sales taxes, shall be added to the amount paid by and remain the sole responsibility of the Buyer. All invoices are payable C.O.D. or net thirty (30) days with approved credit. All invoices not paid in accordance with the terms of payment herein stated shall bear interest from the due date at the rate of 1.5% per month (18% per annum). Company reserves the right to revise the above payment terms if at any time Company, acting in its sole discretion, deems the credit worthiness of Buyer to be in question.

COMPLETION AND STORAGE. Any dates or schedules which may be specified for completion have been stated only approximately and are estimated from the date of receipt of Buyer's specifications and other information reasonably requested by Company in order to proceed with the process and Company shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because or as a result of any delays in meeting such dates or schedules.

EQUIPMENT: Any equipment which the Company constructs or acquires for its use in providing the products and/or services described in the quotation shall be and remain property of the Company. The Company shall not have any indemnification obligation to Buyer with respect to loss or damage incurred as a result of the use of any tools and equipment furnished Buyer. Further, Company shall not be required to maintain and repair this equipment nor maintain insurance covering this equipment and Buyer assumes all risk of loss with respect to the equipment supplied to Company.

SHIPMENT AND RISKS OF LOSS: Company reserves the right to select the manner and route of shipment unless otherwise directed by Buyer in writing not less than 10 days prior to shipment. If the manner or route designated by Buyer is more expensive than that Company would otherwise use, Company reserves the right to ship collect despite any term on the face hereof providing for prepayment of shipping costs. Whatever the price or delivery term, risk of loss shall pass to Buyer from and after Company's delivery to the first carrier or shipper. Shipments delayed at Buyer's request shall be held at Buyer's risk and subject to Company's reasonable storage charges.

FORCE MAJEURE: The Company shall in no event be responsible or liable for any delays or failures in manufacture, delivery or service due to any cause or condition beyond the control of the Company, including, without limiting the generality of the foregoing, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion, and war.

WARRANTY: The Company will, at the Company's choice, either repair the defective workmanship or refund the price of the service for any products or services which fail to meet the applicable specifications within forty-five (45) days from date of completion, and

with respect to products, upon return of the same at Buyer's expense, provided that the Company's warranty shall extend only to the original purchaser from the Company, provided further Buyer notifies Company in writing within fifteen (15) days after Buyer is aware of any such defect, and provided, finally, that the Company shall in no event be responsible for the cost of labor or other charges incurred by Buyer in connection with returning any of the products to the Company for replacement. No returns shall be made without prior written consent of the Company.

EXCLUSION OF OTHER WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH APPLY TO THE PRODUCTS. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR OTHER TERMS HEREOF.

LIABILITY LIMITATION: In no event shall the Company be liable to the Buyer or to any third party for consequential, incidental or special damages resulting from or in any manner related to the services and/or products, their design, use, or any inability to use the same, including, without limitation, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy of the Buyer or any third party shall be either the repair of the defective workmanship or refund of the price of the service pursuant to the "WARRANTY" provisions hereinabove contained. Should the products prove so defective, however, as to preclude the remedying of warranted defects by replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price upon its return of the products to the Company.

INDEMNIFICATION. Buyer shall release, hold harmless, indemnify, and defend the Company from and against any loss, liability, claims, suits, and cost caused by the, or arising out of, or relating to, the design of the products and/or services supplied hereunder or the design of containers or packages in which they are shipped.

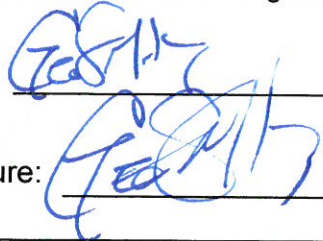
CANCELLATION OR CHANGES OF ORDERS: No orders may be withdrawn or cancelled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Company. In the event Buyer shall request changes in its order after receipt thereof by the Company, it shall be responsible for all charges reasonably assessed by the Company with respect to such changes.

NO PROTECTION FROM CLAIM OF INFRINGEMENT: The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.

APPLICABLE LAW: The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Ohio and Buyer and the Company agree to submit to the jurisdiction of the appropriate State or Federal Court within Ohio for purposes of resolving any dispute or claim arising in connection with said transaction. No modification or waiver of these Terms and Conditions shall be binding upon Company unless set forth in a writing signed by one of Company's officers. Without limiting the generality of the foregoing, additional or different provisions in Buyer's purchase order or any other communication from Buyer shall not be effective to vary these Terms and Conditions. Section headings have been inserted only for convenience and shall not amplify, limit or otherwise affect the interpretation of any provisions hereof. There are no other oral Agreements or Warranties collateral to or affecting this Agreement.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

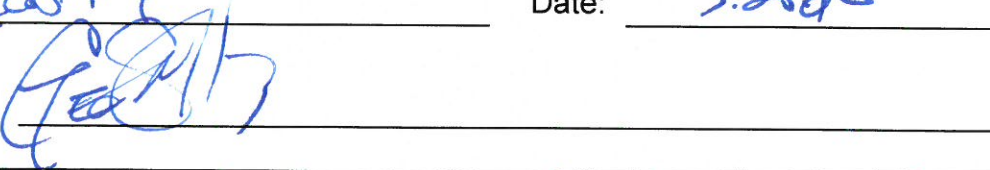
Name:



Date:



Signature:



CONSENT ITEMS

Department: Public Services

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

Contract with Buckeye Power Systems for Generator Maintenance

Staff recommends the approval of all consent agenda items.

Rationale:



Planned Maintenance Agreement Quote

Page 2

Bill-to Customer No. C00115150

Colerain Twp Fire Dept
4160 Springdale Road
Cincinnati, OH 45251
USA

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

Contact Matt Vangen
Phone No. 513-919-9063
E-Mail mvangen@colerain.org
Salesperson Jeremy VanDyne
Description Planned Maintenance Agreement - 3 Year

Quote No. PMA1017070
Accept Before 03/01/20
Renewal Date 03/01/20
Invoice Period Year
Annual Amount 4,925.00
Contract No. PMA0WC1223
Contract Type Contract Renewal

Ship-to Address

Colerain Twp Fire St. 25 (HQ)
3251 Springdale Rd.
Cincinnati, OH 45251

USA

EQ0200666	PM for 274230-ST 25	KH80ROZJ	274230-ST 25	970.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address

Colerain Twp Fire St. 26
3360 W. Galbraith Rd.
Cincinnati, OH 45251

USA

EQ1005864	PM for SGM329PF8 ST 26	KH50REZGB	SGM329PF8	955.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Total 4,925.00

Customer Signature Line

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

PO #

Sign

Print

Date

264-2020

CSH

CSH M.F.

2.19.20

To BPS



Planned Maintenance Agreement Quote

Page 1

Bill-to Customer No. C00115150

Colerain Twp Fire Dept
4160 Springdale Road
Cincinnati, OH 45251
USA

Buckeye Power Sales Co., Inc.

4992 Rialto Road
West Chester, OH 45069
USA

Phone No. 513.755.2323

Fax No. 513.755.4515

Contact Matt Vangen
Phone No. 513-919-9063
E-Mail mvangen@colerain.org
Salesperson Jeremy VanDyne
Description Planned Maintenance Agreement - 3 Year

Quote No. PMA1017070
Accept Before 03/01/20
Renewal Date 03/01/20
Invoice Period Year
Annual Amount 4,925.00
Contract No. PMA0WC1223
Contract Type Contract Renewal

~ 3 Year Generator Planned Maintenance Agreement ~

Agreement Locks Rates for Three Years

Agreement Includes Two Service Visits per Year

Agreement Includes 2HR Load Bank Test per Year

~ Service Cycle ~

March - Major PM and 2HR Load Bank Test

September - Minor PM

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Colerain Twp Fire St. 102
11475 Old Colerain Ave.
Cincinnati, OH 45251

USA

EQ0200664	PM for 0681429-ST 102	KH30RZ	0681429-ST 102	935.00
	MAJLB-2	Major -Load Bank Test		
	MINOR	Minor		

Ship-to Address

Colerain Twp Fire St. 103
6000 Thompson Rd.
Cincinnati, OH 45251

USA

EQ0200665	PM for 0735216-ST 103	KH60REOZJB	0735216-ST 103	970.00
	MAJLB-2	Major -Load Bank Test		
	MINOR	Minor		

Ship-to Address

Colerain Twp Fire St. 109
2850 W. Kemper Rd.
Cincinnati, OH 45251

USA

EQ0201839	PM for 2004543 ST 109	KH100REOZJB	2004543 ST 109	1,095.00
	MAJLB-2	Major -Load Bank Test		
	MINOR	Minor		

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods
- 3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
 - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Test antifreeze and adjust
 - Check coolant level
 - Inspect belts and hoses as required
 - Check engine heater operation
 - Check generator set for fuel, oil, coolant leaks
 - Check air intakes and outlets
 - Check transfer tank operation
 - Drain exhaust line
 - Inspect silencer
 - Check battery charger operation and charge rate
 - Check battery electrolyte levels and specific gravity
 - Clean battery terminals as necessary
 - Check generator output voltage and adjust as necessary
 - Emergency system operation without load transfer
 - Frequency check/governor adjustment, as required
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check engine alternator charge rates
 - Check engine and generator gauge and indicator operation
 - Check generator set controller operation including shutdown functions
 - Perform engine checks per manufacturer's recommendations

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.

4.05 Load Bank Service (only if specified as "Additional Services")

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.



Buckeye Power Sales

Reliable Power Professionals Since 1947

□ **Columbus, Ohio**
8155 Howe Industrial Parkway
Canal Winchester, OH, 43110
Telephone (800) 523-3587

□ **Cincinnati, Ohio**
4992 Rialto Road
West Chester, Ohio 45069
Telephone (800) 368-7422

□ **Cleveland, Ohio**
8465 Tower Drive
Twinsburg, Ohio 44087
Telephone (800) 966-2825

□ **Indianapolis, Indiana**
1707 S. Franklin Rd.
Indianapolis, Indiana 46239
Telephone (800) 632-0339

Maintenance Options Available from Buckeye Power Sales

Minor Service - Services provided in each Maintenance Trip will include the following:

Batteries and Charging System:

- Check battery electrolyte levels & specific gravity
- Clean battery terminals as necessary.
- Check battery charger operation and charge rate

Lubricating System:

- Check oil level
- Check crankcase breather
- Check for leaks

Cooling System:

- Check coolant level
- Test antifreeze and adjust
- Check for leaks
- Visually Inspect Radiator
- Check Pressure Cap
- Inspect cooling system hoses
- Inspect belts as required
- Check engine heater operation
- Inspect support/clamps for tightness

Fuel System Diesel:

- Check Diesel fuel level
- Inspect Fuel lines
- Verify Day Tank Operation

Fuel System Natural Gas/LP:

- Check fuel pressure (not running)

Engine:

- Check air filter
- Check Governor Linkage
- Check air intakes and outlets

Exhaust System:

- Check Rain Cap operation
- Check Flex Connections
- Inspect Silencer
- Drain Exhaust Line

Electrical System:

- Visual Inspection
- Check Wiring/Connections
- Tighten Breaker/Neutral Connections
- Check Junction Box
- Check Breaker(s)
- Check Fuse (s)
- Check Housing Air Intakes/Outlets

Automatic Transfer Switch:

- Visual Inspection
- Check Accessory Operation
- Verify Exerciser Clock Settings
- Emergency System operation with Load Transfer*With Owner's Approval Only

Operational Readings Recorded:

- Emergency system operation without load transfer
- Check engine & generator gauge & indicator operation
- Check Generator Output Voltage & Adjust if necessary
- Check engine alternator charge rates
- Check generator set controller operation including shutdown functions and emergency stop
- Check Fuel Pressure on Nat Gas/LP

Major Service - Services provided in Major Maintenance Trip will include items listed above for the Minor Service and the following:

- Lube oil and filter change
- Fuel filter change

Third Year Maintenance (Cooling System Service): - Recommended Services to be completed every 36 Months.

- Replace air filter(s)
- Replace coolant
- Replace belts
- Replace engine thermostat (When Required)
- Replace coolant hoses
- Replace radiator cap
- Battery Replacement

Load Bank Service: - Load Bank Testing will be performed utilizing a portable resistive load bank(s) at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

Fluid Analysis: - Report sent to customer following examination by certified laboratory along with recommended corrective actions.

- Engine Oil Analysis
- Engine Coolant Analysis
- Diesel Fuel Analysis

Thermal Imaging: - Testing & reporting of Automatic Transfer Switches, Generator connections, and Circuit Breakers.

Fuel Filtering & Polishing*: - Filtering and polishing available for diesel fuel tanks to help maintain fuel stability. All water, contaminated fuel and used filters disposed of in environmentally safe manor. *Polishing may be coordinated with outside vender depending on the size and scope of the project.

Rental Generators: - Rental Generators, distribution cables & boxes available for emergency outages and for stand-by use during planned maintenance.

Generator Monitoring: - Remote monitoring of generator status, position of automatic transfer switches, and level of diesel fuel in fuel tank. Email and text communication of alerts and web/mobile portal for reports and generator run history.



Buckeye Power Sales

Reliable Power Professionals Since 1947

Columbus, Ohio
8155 Howe Industrial Pkwy.
Canal Winchester, OH 43110
614-751-4515
866-889-2628

Cincinnati, Ohio
4992 Rialto Rd.
West Chester, OH 45069
513-755-2323
800-368-7422

Cleveland, Ohio
8465 Tower Dr.
Twinsburg, OH 44087
330-425-9165
800-966-2825

Dayton, Ohio
5238 Cobblegate Dr.
Moraine, OH 45439
937-630-4005
855-638-2720

Toledo, Ohio
12400 Williams Rd
Perrysburg, OH 43551
567-331-0385
855-638-2728

Indianapolis, Indiana
1707 S. Franklin Rd.
Indianapolis, IN 46239
317-271-9661
800-632-0339

Ft. Wayne, Indiana
7525 Maplecrest Rd. #221
Ft. Wayne, IN 46835
260-739-1773
855-638-2721

Labor Rates

Normal Business Hours Monday-Friday 8 AM-5 PM

Non Planned Maintenance Customers
\$130 per hour-travel/labor-port to port
\$2.50 per mile-port to port

Planned Maintenance Agreement Customers
\$105 per hour-travel/labor-port to port
\$2.50 per mile-port to port

Emergency Service Calls Monday-Friday 8 AM-5 PM; Saturdays

****These rates can apply during normal business hours if a service call is escalated to emergency service, during normal business hours 4 hour minimum may apply**

Non Planned Maintenance Customers
\$195 per hour-travel/labor-port to port
\$2.50 per mile-port to port

Planned Maintenance Agreement Customers
\$157.50 per hour-travel/labor-port to port
\$2.50 per mile port to port

After Hours Service Calls, Sundays and Holidays

Non Planned Maintenance Customers
\$260 per hour-travel/labor-port to port
\$2.50 per mile-port to port

Planned Maintenance Agreement Customers
\$210 per hour-travel/labor-port to port
\$2.50 per mile-port to port

****Labor Rates subject to change at any time****

CONSENT ITEMS

Department: Administration

Department Head:

Contract with Winelco Environmental Contractors for Sewage Treatment System Maintenance
Recommend adoption of all consent agenda items.

Rationale:

Sewage Treatment System Maintenance Agreement

Winelco Inc. agrees to provide two routine maintenance visits for the operation of the sewage treatment system located **11865 COLERAIN AVE, CINCINNATI, OH 45252** for a period of 1 year beginning on **JANUARY 1, 2020** for the sum of **\$300.00**.

Routine maintenance to consist of:

- 2 visits per year performing manufacturer and industry recommended maintenance
- Inspect tanks, risers and lids for damage and watertight seal
- Inspect associated pre-treatment, primary treatment, tertiary treatment and disinfection components
- Measure sludge levels and advise homeowner when to have the system pumped
- Clean effluent filter, if applicable
- Inspect and provide preventive maintenance on all mechanical components
- Verify operation of pump(s) and controls
- Monitor flow meter, cycle counter and elapsed time meter as applicable
- Inspect soil absorption area and flush laterals if present and needed
- File reports with local Health Department
- Advise the homeowner of any conditions that may adversely affect the treatment system performance

The inspection lids **must** be kept free from obstruction in order to perform maintenance. This agreement does not cover electric wiring to the system.

This agreement does not include tank pumping / wastewater hauling.
This agreement does not guarantee against a sewage back up.

Service call and field labor charges will apply for visits needed between scheduled intervals.

Homeowner (print) Colerain Township

Address 4200 Springdale Road

Phone 513-385-7500 Date _____

Signature [Signature] E-mail address gmilz@colerain.org

We are required by the Ohio Department of Health to send a copy of all service reports and agreements to your local health department.

Please circle your jurisdiction if listed or fill in the blank:

Hamilton County Butler County Clermont County Warren County

City of Cincinnati Village of Indian Hill Other: _____

CONSENT ITEMS

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Contract with Greg Flammers for Sidewalk Inspection Services

Staff recommends the approval of all consent agenda items.

Rationale:

CONTRACT FOR SIDEWALK INSPECTOR IN 2020

This Contract is entered into by and between the Colerain Township, Hamilton County, Ohio (hereinafter “the Township”) and Gregg Flammer (hereinafter “Independent Contractor”).

WHEREAS, pursuant to Section 302.3 of its Property Maintenance Code, the Township requires all residential and non-residential properties to keep all sidewalks in a proper state of repair, and maintained free from hazardous conditions; and

WHEREAS, pursuant to Ohio Revised Code § 5543.10, the Township Board of Trustees may order the construction, repair, or maintenance of sidewalks, curbs, and gutters along or connecting the public highways; and

WHEREAS, the Township has the power to contract as a function of local self-government provided by Article XVIII, Section 3 of the Ohio Constitution and Chapter 504 of the Ohio Revised Code, desires to inspect, evaluate, and address all sidewalks within the Township, and wishes to retain the Independent Contractor to provide such inspection services as stated herein; and

NOW THEREFORE in consideration of the mutual covenants and consideration contained herein and consideration to be paid for the services as detailed in this Contract, the parties agree as follows:

TERM

1.01 This Contract shall commence on the ____ day of March, 2020 and shall terminate on December 31, 2020, or as otherwise provided in this Contract.

RELATIONSHIP BETWEEN PARTIES

2.01 The relationship between the parties shall be limited to the performance of services as set forth in this Contract and shall not constitute a joint venture or a partnership or an employee-employer relationship, but rather Gregg Flammer shall serve as an independent contractor as set forth with the scope of services as a sidewalk inspector. Neither party may obligate the other to any expense or liability outside of the Contract except upon written consent of the other.

COMPENSATION

3.01 The Township shall compensate the Independent Contractor as set forth in this Contract:

- Independent Contractor will be paid at the hourly rate of \$30 per hour at increments of tenths to remark-up sidewalks located within Colerain Township residential and non-residential areas as directed by the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.
- The compensation of Independent Contractor by the Township WILL NOT exceed \$1,300 for the Term of this Contract.
- Independent Contractor will be required to produce detailed reports of the sidewalks inspected which are satisfactory to the Township Director of Planning & Zoning.

- The Township will compensate the Independent Contractor only after an invoice and required detailed reports of the sidewalks inspected have been provided by the Independent Contractor to the Township.

3.02 The Independent Contractor shall furnish all equipment for and pay for all costs including, but not limited to, gas, etc., necessary to perform all services in connection with the duties as set forth in Section 3.01 of this Contract. Any work performed by the Independent Contractor outside of the scope of work as set forth in Section 3.01 of this Contract shall not be compensated unless prior approval has been received from the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator in writing.

3.03 Independent Contractor agrees to provide all labor, equipment, and materials necessary to perform the work in accordance with the terms and conditions of this Contract and the scope of work, specifications, and costs for the inspection services to be performed pursuant to this Contract.

WARRANTY

4.01 The Independent Contractor agrees to hold the Township harmless from any liability from the actions of the Independent Contractor or his agents and employees, incident to the performance of his obligations hereunder in the inspection services provided and will carry combined single limit bodily injury and property damage liability insurance of at least \$1,000,000 to protect the interests of the Township. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than \$500,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

4.02 The Independent Contractor agrees to perform all work in accordance with all applicable laws and regulations.

4.03 In accordance with generally accepted practices, the Independent Contractor shall be responsible for all matters relating to the health and safety of any of his personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

INDEMNIFICATION

5.01 The Independent Contractor agrees to indemnify and utilize its insurance in the event that any Township equipment is damaged or if any Township full-time or part-time employee or independent contractor is injured in the course and scope of their Township duties while providing services related to and as detailed in this Contract. The Independent Contractor shall indemnify and hold harmless the Township from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of the Township, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this Contract.

TERMINATION

6.01 Colerain Township may terminate this Contract at any time by providing seven (7) days written notice. In the event of such termination, Independent Contractor will be paid an equitable amount in proportion to the amount of work completed under this Contract for which payment has not been made.

MISCELLANEOUS

7.01 This Contract shall be construed and enforced under Ohio Law.

7.02. Neither party may assign this Contract.

7.03 This Contract can be amended in writing signed by the Independent Contractor and the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

7.04 This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7.05 If any provision of this Contract is found to be invalid or unenforceable, such provision shall be stricken from the Contract, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract with the intent to be legally bound thereby.

COLERAIN TOWNSHIP
4200 Springdale Rd.
Cincinnati, OH 45251
(513) 923-5012

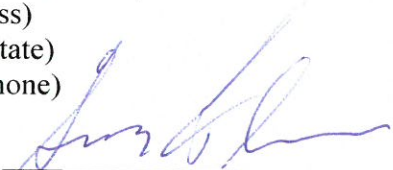
By: 

Name: Golf M. L.

Title: Twp Administrator

Date: 3.23.19

(Contractor Name)
(Address)
(City State)
(Telephone)

By: 

Name: Gregg Flammer

Title: sidewalk inspector

Date: 3/12/20

APPROVED AS TO FORM:



Scott A. Sollmann,
Colerain Township Assistant Law Director

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Part-Time Hires - Public Services - Parks' Laborer

Recommend approval of all consent agenda items.

Rationale:

Annually, the Public Services Department hires part time seasonal employees to assist with grounds maintenance and cleaning in parks and facilities.

We are recommending to hire three returning staff at the below rates as soon as physical distancing requirements are lifted.

Geoffrey Payne Jr - \$12.50/hr

Dylan Bigner - \$12.00/hr

Mariah Baumer - \$12.00/hr

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

MOU with AFSCME Local 3553 Waiving Grievance Time Limits Until April 30, 2020

Staff recommends approval of all consent agenda items.

Rationale:

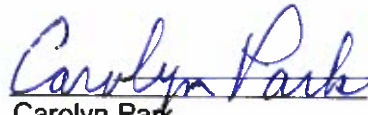
**AFSCME LOCAL 3553
WAIVER OF TIME LIMITS**

Pursuant to Articles 7 and 13 of the Collective Bargaining Contract and by mutual agreement between Colerain Township and AFSCME Local 3553, the parties agree to waive the time limits outlined in the above mentioned Articles, until April 30, 2020. This waiver includes but is not limited to, freezing timelines for investigations, service of disciplinary actions, hearings on disciplinary charges, issuance of disciplinary decisions, timelines for filing grievances, hearings of grievances, issuance of grievance answers, and grievance referrals to arbitration and all other related matters until April 30, 2020.

This waiver remains in full force and effect unless and until terminated by written agreement by both parties.



Geoff Milz, Administrator
Colerain Township, Ohio



Carolyn Park
AFSCME Ohio Council 8
Staff Representative

Date: 4.6.2020

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

New Hire - Administration - Receptionist

Recommend approval of all consent agenda items.

Rationale:

The position of Receptionist was posted, applications were received and interviews conducted. A conditional offer of employment was extended to Debbie Potzner.

The rate of pay for this job is \$15 per hour for 40 hours per week year round. Contingent upon Board approval, Ms. Potzner would not begin work until after COVID-19 restrictions have passed.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval 1/14/2020
☐ Reconfiguration of position - Date of Trustee Approval
☐ Replacement existing vacancy

Job Code: 169- Receptionist Position Number: 1022- Receptionist

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: Deborah Potzner

Hourly rate: 15.00/hour

Employee Supervisor: Jeff Weckbach

Min/Max hours/week: 40 hours

Proposed start date: TBD

Eligibility Date: April 15, 2020

Tentative schedule of hours: 8:00-4:30pm

Does this position supervise staff? ☐ Yes ☒ No

Comments: Due to Coronavirus employee will have the BCI and Drug Test at later date.

Department Head Name: Jeff Weckbach

Signature: Jeff Weckbach

Date: 4/1/2020

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: 4/15/2020

Administrator Signature: Click or tap here to enter text.

Date: Click or tap here to enter text.

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: 1/15/2020

Date posting closed: Currently Closed

Interview Committee: Jeff Weckbach, Renetta Edwards, Glenna Carder

Interview dates: 2/27/2020, 2/28/2020, 3/5/2020, 3/6/2020,

Number of applications: 201

Number of candidates interviewed: 10 via phone, 6 in person

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

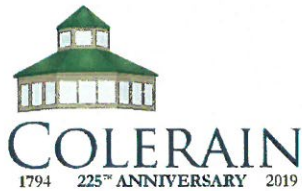
Motion to Authorize the Hiring a Full-Time Firefighter

Recommend and request authorization to conditionally promote and hire part-time employee Firefighter Emergency Medical Technician (EMT) Peter Lovass as a full-time employee.

Rationale:

The request to promote and hire Firefighter EMT Lovass is to fill the “full-time” vacancy that was created by the resignation of Firefighter Paramedic Tyler Lang which was effective April 4, 2020.

In accordance with the Local 3915 Collective Bargaining Agreement, the annual salary for Firefighter EMT Lovass is: \$47,733.00 during the first full year of employment, and will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. His start date will be effective as soon as possible after Sunday, April 19, 2020, following compliance of the aforementioned conditions with a one-year probationary period.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Reconfiguration of position - Date of Trustee Approval [Click or tap here to enter text.](#)
☒ Replacement existing vacancy

Job Code: [Click or tap here to enter text.](#) Position Number: [Click or tap here to enter text.](#)

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: Peter Lovaas

Hourly rate: \$17.32 Employee Supervisor: To be determined.

Min/Max hours/week: 53 hrs.

Proposed start date: April 19, 2020 Eligibility Date: April 19, 2020

Tentative schedule of hours: on 24 hrs. /off 48 hrs.

Does this position supervise staff? ☐ Yes ☒ No

Comments: [Click or tap here to enter text.](#)

Department Head Name: Frank Cook

Signature: *F.W. Cook* Date: 4/6/2020

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: April 19, 2020 (tentative)

Administrator Signature: [Click or tap here to enter text.](#) Date: [Click or tap here to enter text.](#)

4.8.20

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: Cook, Walls, Mueller, and Packer

Interview dates: May 28, 2019

Number of applications: 15

Number of candidates interviewed: 15