

Regular Meeting of the Board of Trustees - May 26

May 26, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7:00 PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes from May 12, 2020**
- 5. Presentations**
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. New Business**

Public Safety

- a. Motion Authorizing the Disposal of Surplus Emergency Medical Equipment
- b. Motion Authorizing the Acceptance of Donated Hand Sanitizer and Facial Masks from Procter and Gamble
- c. Motion to Issue Noise Permit

Public Services

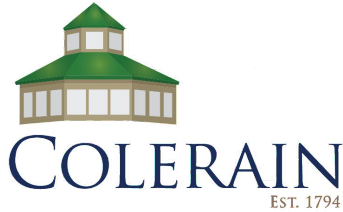
- a. Motion to Issue a Request for Bids for Storm Basin Repairs
- b. Motion Authorizing Veteran Memorial Banner Program

Planning & Zoning

- a. Motion to set Public Hearing on June 9, 2020 - Sidewalk Maintenance Project - Phase I
- b. Resolution Declaring Nuisance and Ordering Abatement

Administration

- a. Motion to Authorize a Promotion Process for the Position of Fire Chief
- b. Motion Directing the Township Administrator to Send the Notice of Proposed Tax Increment Financing District for Northridge Crossing to Northwest Local School District
- c. Motion to appoint members to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC).



- d. Motion Authorizing the Acceptance of Donated Hand Sanitizer and Facial Masks from Cincinnati USA Regional Chamber of Commerce
- e. Resolution Extending the Emergency Declaration in Colerain Township

10. Old Business

- a. Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Fire Department Of The Township

11. Consent Items

- a. Motion to Authorize the Hiring of a Seasonal Recreation Employees
- b. Motion to Adopt Updated Records Retention Schedule
- c. Motion to Authorize Acceptance of Monetary Donation to the Fire Department
- d. Motion to Authorize Acceptance of Monetary Donation to the Police Department

12. Fiscal Office Report

13. Executive Session

14. Adjournment

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing the Disposal of Surplus Emergency Medical Equipment

Recommend the adoption of a motion authorizing the disposal of five surplus ambulance cots per the recommendation of the Township's Fleet Manager

Rationale:

The provided list of ambulance cots are no longer utilized or required for the delivery of emergency medical services. The equipment will be disposed of by means of Govdeals auction website.

Memo



To: Frank Cook, Fire Chief
From: Mike Adler, Fleet Manager
Date: May 14, 2020
Re: Proposal – Disposal of Township EMS Cots

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

The following EMS cots were taken out of service several years ago when new power cots were purchased. These cots were kept in inventory in the event they were needed as spares. At this time our inventory of cots have been completely upgraded and the older Ferno cots are no longer needed.

Following equipment are EMS cots from the fire department.

Ferno Pro Flex cots with Stat Trac, five total:

Ser#06-022278
Ser#07-047610
Ser#07-047608
Ser#07-047609
Ser#13N-298294

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

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing the Acceptance of Donated Hand Sanitizer and Facial Masks from Procter and Gamble
Request authorization to accept 55-gallons of hand sanitizer and 2,000 protective facial masks as donated materials.

Rationale:

The request to accept the materials donation is from the Procter and Gamble (P&G) Corporation. The Department of Fire & EMS was nominated by a Township resident and P&G employee for use in combating the ongoing global COVID-19 spread by providing products for community use and public health.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Issue Noise Permit

Recommend issuance of a noise permit to Club Trio through September 30, 2020 ending no later than midnight for outdoor music.

Rationale:



PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger

Fiscal Officer: Jeff Baker

Administrator: Geoff Milz

Application for Noise Resolution Permit

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

Name of applicant: Club TRIO Lounge (Scott Doran)

Address where event will be held: 5744 Springdale Rd

Type of event: music outside no later than midnight

Date and Time of Event: Blanket through Sept. 30

Contact number for permit holder:

513 602 6986

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

For Office Use Only, Do not write below this line

Time and date received:

By:

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

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

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

PUBLIC SERVICES

Department: Public Services

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

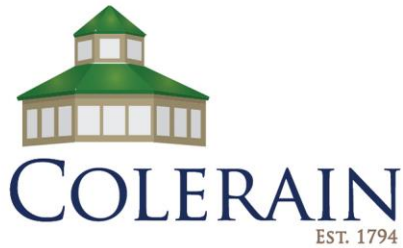
Motion to Issue a Request for Bids for Storm Basin Repairs

Recommend adoption of a motion to issue the attached bid packet for the 2020 storm basin repair project.

Rationale:

Storm basins are an integral part of maintaining good roadways. There are approximately 3,500 storm basins managed by Public Services within the Township. There are 44 basins identified by Public Services as failing and in need of repair to stop further street damage.

Public Services will bid out the project which will consist of rehabbing or reconstructing the basins. The number of basins in poor condition is due mainly to years of deferred maintenance and lack of staffing. With current resources, staff is only able to address a 4-6 repairs annually, thus the need to outsource the repairs.



COLERAIN TOWNSHIP PUBLIC SERVICES DEPARTMENT
ROAD DIVISION
GENERAL
2020 SPECIFICATIONS
FOR
CONTRACT 20-2 CATCH BASIN REPAIR

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

Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeffrey D. Baker
Administrator: Geoff Milz

LEGAL NOTICE

Sealed proposals will be received at the Public Services Building, 4160 Springdale Road, Colerain Township, Ohio 45251, until 10:00 am **June 16, 2020** at which time they will be publicly opened.

All bids for Catch basin repair shall be in accordance with specifications prepared by the Public Services Department and may be received by contacting the Public services department by Email at Dschulte@colerain.org

Contract 20-2 CATCH BASIN REPAIR - Catch basin rehabilitation, reconstruction and grade adjustment and restoration.

Contractors must comply with the prevailing wage rates for the State of Ohio.

The Board of Trustees reserves the right to accept or reject any or all bids or parts of any and all bids, and to withhold final awarding of contracts for 60 days after opening of bids.

Geoff Milz
Administrator, Colerain Township

**HAMILTON COUNTY, OHIO
COLERAIN TOWNSHIP
SPECIFICATIONS AND CONTRACT
FOR
CONTRACT 20-2 CATCH BASIN REPAIR**

Furnishing all necessary labor, material, and equipment necessary for work which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing on various Township streets located in Colerain Township, Hamilton County, Ohio. All work to conform to the State of Ohio Department of Transportation "Construction and Material Specifications" dated January 15, 2016 with supplement of changes thereto, specifications herein and notes on the plans.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO

Bid Opening: June 16, 2020 10:00 am

Colerain Township Public Services
4160 Springdale Road
Colerain Township, Ohio 45251

Date of Completion: Resurfacing and Related - November 1, 2020

PART I NOTICE TO BIDDERS

OFFICE OF THE COLERAIN TOWNSHIP BOARD OF TRUSTEES HAMILTON COUNTY, Colerain Township, Ohio,

SEALED PROPOSALS will be received at the COLERAIN TOWNSHIP PUBLIC SERVICES, HAMILTON COUNTY, OHIO, 4160 Springdale Road, Colerain Township, Ohio until June 16, 2020 at 10:00 am, for the following Township work, under Specification No.20-2.

In accordance with the estimates and specifications therefore on file in the Office of the PUBLIC SERVICES DIRECTOR of said Township.

Detailed information for the work may be obtained at the Office of the PUBLIC SERVICES DIRECTOR.

Each proposal must be accompanied by a 100 percent (100%) bid guarantee bond or a certified check, cashier's check, or letter of credit on a solvent bank in an amount equal to 10 percent (10%) of the bid, conditioned that the bidder shall, if their bid is accepted, execute a contract in conformity to the invitation and their bid.

Bidders must use the printed forms provided herein.

This notice shall serve as a reminder to all bidders that when bidders discover plan or quantity errors, the bidders have an affirmative legal duty to notify Colerain Township Public Services Department of those errors. To attempt to take advantage of plan or quantity errors either by unbalancing your bid or otherwise is wrong and will place your bid in jeopardy.

When an error is discovered, the bidders are required to contact the Colerain Township Public Services Department at 4160 Springdale Road at 513-385-7502. All telephone calls and letters are logged. The information received from the bidders is evaluated to determine whether or not an addendum is necessary.

The competitive bid letting process requires your cooperation in this matter in order to protect both Colerain Township and the participants in the bid letting process.

The bidder to whom the contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to 100 percent (100%) of the total bid price, conditioned according to law.

The BOARD OF TRUSTEES reserve the right to reject any or all bids, or to accept or reject any part thereof.

PART II INFORMATION FOR BIDDERS

Section A. Definitions

As used in this document, the following words shall have the meanings shown:

Bid Tabulation shall mean Part V, which shows the estimated quantities of the various items of work involved in this project and is the form which the Bidder shall use to develop a price for performing the required work.

Bidder shall mean any person, partnership, or corporation that contemplates submitting, or actually submits a Proposal for doing the work described in the Notice to Bidders (Part I).

Contract shall mean the Proposal which is accepted and signed by the Township and the Bidder judged to have submitted the Proposal most advantageous to the Township.

Contractor shall mean the Bidder with whom the Township signs the Contract in Part III.

Plans shall mean the surveys, plans, cross-sections, and other drawings and estimates prepared to define the project under consideration.

Proposal shall mean this complete document plus the information supplied by the Bidder on the forms in Part III, IV, V.

Public Services Director shall mean the Colerain Township Public Services Director and/or any of their duly appointed representatives.

CATCH BASIN REPAIR include such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing.

Specifications shall mean all of the following: (a) State of Ohio Department of Transportation Construction and Material Specifications (O.D.O.T. C.& M. S.) dated **January 15, 2016**, (b) the Special Provisions listed in Part II, Section C, © the standard drawings called for in the Plans, and (d) those Directives of the State of Ohio Department of Transportation which are called out in the Special Provisions.

Township shall mean the Board of Trustees of Colerain Township, Hamilton County, Ohio.

Section B. Events Prior to Opening Proposals

1. Each page of this document is a part of the Contract which will be entered into between the Township and the successful Bidder. The entire document, complete with all of the forms in Part III filled out by the Bidder, must be enclosed in a **sealed envelope** with Project and Bidder identification shown on the outside and turned in to the Public Services Building, 4160 Springdale Road, Colerain Township, Ohio 45251, by the deadline specified in the Notice to Bidders (Part I). Any Proposal which is submitted late, incomplete, or damaged or tampered with in any way shall be declared invalid.
2. The Bidder shall become thoroughly familiar with the Plans, Specifications, Bid Tabulation, Site Conditions and all other requirements noted on the Plans and in the Special Provisions. The conditions of O.D.O.T. C. & M. S., Section 102.05 shall apply hereto.
3. If the Bidder does not understand any aspect of the Plans, Specifications, Bid Tabulations, or site conditions of the project, the Bidder shall submit a written request to the Public Services Director for clarification. If the Public Services Director determines that the question(s) is not substantive, no further action on their part will be taken.
4. If the Public Services Director determines that the question(s) raised as per Section B-3 above are substantive and could affect the bidding process, they shall prepare a written response, which shall become an Addendum to this document and a copy shall be sent to all persons or organizations who purchased a set of the project documents.
5. The Bidder shall be required to base all labor prices on prevailing wages and benefits for all classes of workers, as described under Labor Costs and Reports, (Part II, Section E). This requirement shall also apply to every Subcontractor who may be employed.
6. The engineers estimate of the total cost of this project is shown on the Bid Tabulation (Part V). If the price of the Proposal judged to be lowest and best exceeds this estimated cost by more than 10 percent (10%), all of the Proposals shall be rejected.
7. If any of the following forms are not filled out completely and properly by the Bidder, the Proposal may be declared invalid:
 - a) The Bidder shall fill out, and have notarized, the affidavits relating to ownership of the company submitting the Proposal, conflict of interest, collusion, compliance with equal opportunities regulations, and payment of personal property taxes which are included with Part III, Section A.
 - b) The Bidder shall submit a Bid Bond as specified under Financial Arrangements and Insurance (Part II, Section D), together with a Surety Certification of right to operate in the State of Ohio.
 - c) The Bidder shall develop the Proposal price for this project on the Bid Tabulation form in Part V in accord with instructions under Preparation of Proposal Price (Part II, Section F).
8. A time limit has been set for completion of this project, as specified in this proposal. If the project is not completed within the specified time, and no provision has been made for an extension of time under Contingencies (Part II, Section G), the Contractor shall be subject to the penalties specified under Special Provisions (Part II, Section C).
9. The Bidder who submits the Proposal judged to be lowest and best must be prepared to take the following steps:
 - (a) Demonstrate the ability to carry out the project in a satisfactory manner.
 - (b) Meet the bonding and insurance requirements specified under Financial Arrangements and Insurance (Part II, Section D).
 - (c) Perform a minimum of 50% of the project work with their/their company personnel.
 - (d) Identify any Subcontractor(s) that may be used on the project. Such Subcontractor(s) must be acceptable to the Public Services Director, must sign all of the affidavits required of the Contractor prior to performing any work on the project, and must comply with all of the requirements under Labor Costs and Reports (Part II, Section E).

Section C. Special Provisions and/or General Notes

The Contractor shall be subject to the penalties specified under the Ohio Revised Code (O.R.C.), Section 5555.67 and/or as provided below.

Detailed information unique to this project including special requirements is listed under "GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS" immediately following this page.

SPECIAL PROVISIONS AND/OR GENERAL NOTES 2020 ROAD CONTRACT

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the Ohio Department of Transportation's (ODOT) Construction and Materials Specifications (C&MS) dated **January 15, 2016** with supplements or changes thereto, which are adopted and made a part of these contract documents **EXCEPT** for the following sections:

102.01	102.03	102.06	102.09	102.10	102.11	102.14
103.01	103.02	103.04	103.06	103.07		
104.02						
105.05	105.13					
107.04	107.13					
108.01	108.08	108.09				
109.06	109.09	109.10	109.12 (A)	109.12 (B)	109.12 (C)	
109.12 (D)	109.12 (E)					

It is intended that the specifications governing this project; any bidding requirements and conditions; any ODOT specifications or references to the Ohio Revised code as set forth herein; and any attachment(s) or documents incorporated by reference herein be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Township with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the County, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern.

DELAYS AND TIME EXTENSIONS

The provisions of the C&MS Section 109.05 (D) (f) "Home Office Overhead" will **NOT** apply to this project.

If the Contractor is delayed in the progress of the work by causes reasonably beyond the Contractor's control and through no fault of the Contractor and the proximate cause of the delay is the Township's actions or inactions, within the meaning of ORC §4113.62(C)(2), the Contractor shall be entitled to a reasonable time extension and to a reasonable increase in the original contract amount for extended field general conditions as agreed to by the County.

In addition, home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio. Such unabsorbed home office overhead shall only be allowed if the cumulative delay to the critical path in question exceeds fourteen (14) days. The extension of time, increase in the original contract amount for extended field general conditions and the damages as determined by the Eichleay formula shall be the Contractor's sole remedy and measure of "delay damages" under this Contract.

The Contractor agrees that the Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay(s) in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration

INSURANCE REQUIREMENTS

The Contractor's attention is specifically directed to the requirements for submitting proof of insurance contained in the pertinent bid documents. As required in the referred section, the Contractor **MUST** submit "two certified copies of the required insurance policy/policies"; this shall be construed to mean ONE CERTIFIED copy of the FULL insurance policy and ONE CERTIFIED CERTIFICATE indicating the insurance coverage.

The Contractor's submittal of a bid indicates that the above requirements will be met at the time of contract signing.

STEEL REQUIREMENTS

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code (ORC) apply to this project.

PRE-CONSTRUCTION MEETING

Prior to the commencement of construction activities, the Public Services Director will arrange a meeting between the Contractor, the representatives of the Township, and the representatives of 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 Public Services Director.

SCHEDULE

A detailed schedule of operations shall be furnished by the Contractor to the Public Services Director. The schedule shall be submitted to the Public Services Director at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Public Services Director, or be revised to the satisfaction of the Public Services Director, prior to the commencement of any work.

Changes to said schedule are to be issued in writing by the Contractor and approved by the Public Services Director before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) month due to any reason, the Contractor will, at the request of the Public Services Director, revise and update the schedule.

The Contractor shall schedule their operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

The Contractor may schedule their work in any order wished, with respect to daily time restriction as noted herein.

DUMP SITE LOCATIONS

At the preconstruction meeting the contractor shall submit a list to the Public Services Director of all dump site locations approved by Hamilton County that will be used during the project. The dump site locations must be approved by the Public Services Director.

PENALTIES

Should the Contractor not complete all work within the time attached, the Public Services Director shall keep a record of all expenditures for inspection, supervision, engineering and Public Services after the end of the allotted time, and shall deduct that amount from the final payment. This penalty shall not apply to time extensions, granted in writing by the Public Services Director, for good cause.

LIST OF EQUIPMENT TO BE USED ON PROJECT

The Contractor shall furnish a list of all equipment to be used on this project to the Public Services Director at the time of the pre-construction meeting. Additional equipment, brought on the job site after beginning of the work, shall be noted in writing by the Contractor to the Public Services Director as an amendment to the list.

Equipment noted on the original or amended lists which is removed from the job site shall also be noted in writing by the Contractor to the Public Services Director as an amendment to the list.

PERMITS

The Contractor shall procure all permits and pay all charges and fees as may be found necessary and required by any and all pertinent jurisdictions.

RESPONSIBILITY

It shall be the responsibility of the Contractor to perform their work in such a manner so as not to damage or destroy any existing feature (i.e. existing inlets, conduits, pavement markings etc.) which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, they shall replace or repair the damaged portion at their expense to the satisfaction of the Public Services Director.

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 cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities

during construction and shall receive no compensation for repairing damaged utilities which have been properly identified.

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 Public Services Director determines 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 Public Services Director. No additional compensation will be due to the Contractor for any repair of these areas.

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 areas which are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

NOTIFICATION OF UTILITIES

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by their construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities will be done by and at the expense of their respective owners, unless otherwise noted on these plans.

COOPERATION WITH UTILITY COMPANIES

While the work of this contract is being performed, the utility companies will be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

LOCATION AND PROTECTION OF UTILITIES

The Public Services Director does not assume any liability for the location of utilities, including individual service line. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with their operations. Any damage to utilities which have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense. Assistance in locating underground utilities can be obtained by contacting the utility companies at the following:

GAS UTILITY NOTES

1. The Contractor is responsible for all approvals from, notifications to and agreements with the gas utility company prior to excavation in the vicinity of gas lines.
2. For Field Inspector to locate underground gas lines, the Contractor shall call Ohio Utilities Protection Service (1-800-362-2764) at least forty-eight (48) hours in advance, excluding Saturday, Sunday and State Legal Holidays.
3. Gas facilities are to be kept in service at all times.
4. The Contractor shall be responsible for all damages to gas facilities during or as a result of their operations. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.
5. The Contractor shall sheet and shore all excavations where gas facilities are within the zone of influence (as determined by the natural angle of repose of the soil), to continuously maintain their support.
6. The Contractor shall be responsible for sheeting and shoring of existing gas facility trenches within the zone of influence of their excavation.
7. The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any adjustments and/or maintenance that may be required.

8. Where welded steel coated and wrapped gas mains are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.
9. Where gas facilities are exposed or otherwise interfered with by the Contractor, they may be reinforced or replaced by the utility, based on conditions to be determined by the utility.
10. Where the support of gas facilities is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent support. The methods used shall be based on conditions to be determined by the utility.
11. Blasting in the vicinity of gas facilities is prohibited unless a blasting plan is submitted to Duke Energy in writing by a blasting expert, identifying all pertinent information.
12. The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office of Duke Energy Company.

ELECTRICAL UTILITY NOTES

Danger - the Contractor shall contact the company at least two (2) working days prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

1. For Field Inspector to locate underground electric lines, call Ohio Utilities Protection Service 1-800-362-2754 (at least 48 hours in advance, excluding Saturday, Sunday and State Legal Holidays).
2. The Contractor is responsible for all approvals from, notifications to and agreements with the electric utility company prior to work in the vicinity of electric lines.
3. The Contractor shall be responsible for all damages to electric facilities during construction.
4. Electric facilities are to be kept in service at all times.
5. The Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.
6. Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.
7. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
8. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
9. Where the depth of excavation for the proposed work is greater than five feet (5'), the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
10. All damages to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.
11. The Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

NOTE: Should the Contractor damage electric facilities, the Contractor shall immediately notify the electric utility and shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

WATER WORKS NOTES

1. All work pertaining to water works items shall be done in strict accordance with the specifications of the City of Cincinnati Water Works and under the direction, supervision and inspection of the Water Works. Water main items are to be constructed in accordance with the provisions of the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2013 and modified by the City of Cincinnati 2002 Supplement to said State of Ohio Specifications and any supplements or changes thereto. Copies of all pertinent specifications may be obtained from the City of Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.
2. A cushion of twelve inches (12") shall be maintained between the proposed water mains and the existing sewers, inlet connections, and drains. If a greater clearance is desired, it will be so designed. Building sewer laterals are not to be disturbed or trapped. Existing drains, sewers and culverts are not to be disturbed. If the water main is to be under culverts or pipe sewers, they shall be tunneled and backfilled with Class "C" Concrete or installed in steel casings as directed by Water Works.
3. It shall be the Contractor's responsibility to arrange for removal and replacement of any poles and guys necessary for the installation of the proposed water mains, and any cost connected thereto shall be their expense.
4. All backfill to be Method "A" except where otherwise noted.
5. No part of any fire hydrant setting shall be installed closer than five feet (5') to any driveway, inlet, utility pole, or guy wire anchor.
6. All pipe and specials shall be in accordance with City of Cincinnati Specification 40-110-76-91.
7. All valves to be purchased from the Cincinnati Water Works.
8. No extra payment will be made for lead joints.

UTILITY ADJUSTMENTS

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, valve chambers, valve boxes, etc. This shall include utility facilities which are not shown on the plan. For those utility facilities located within or immediately adjacent to the pavement, the adjustment to final grade shall be accomplished following the placement of the leveling course and immediately prior to the placement of the surface course.

Where adjustments are to be made by the responsible utility company, the Contractor shall coordinate their work with that of the utility company so as to accomplish the intent of the preceding paragraph.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments.

Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

The Contractor shall adjust the facility so as to be flush with the proposed pavement grade. The 1/4" vertical difference between the finished pavement surface and the top of the frame or adjustment ring, as shown on the State Standard Construction Drawing BP-3.1, shall not apply to this contract.

HAUL ROADS

The Contractor shall supply to the Public Services Director at the pre-construction meeting a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; State and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restriction, such as height or weight restrictions, which may be applicable along said roads. Construction shall not commence until the Township has reviewed the haul road list.

The submission of list to and the review of the list by the Public Services Director does not relieve the Contractor of the responsibility for conforming to and obeying all applicable height and weight restrictions on haul roads and of the responsibility for any damage done to and/or along said haul roads.

ESTIMATED QUANTITIES

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Public Services Director, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

MATERIALS AND WORKMANSHIP

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

All items of equipment and/or material proposed for substitutions must be approved by the Public Services Director in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Colerain Township.

Any items of labor and materials 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.

GUARANTEE

The Contractor hereby guarantees that all workmanship and all material furnished under this 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 Public Services Director is due to inferior materials or workmanship, the Contractor guarantees that they will do immediately, without cost to the Township, whatever is necessary to remedy the defects. The Township 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 (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or their Surety.

The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished and Surety by the Township.

TESTING OF CONSTRUCTION MATERIALS

If necessary, the Public Services Director will select a testing firm for this project.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Public Services Director.

The Public Services Director shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that they will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

CONCRETE

Concrete shall be tested as directed by the Public Services Director and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each 50 cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. Compliance with O.D.O.T. C & M S, Section 499 shall be maintained.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by the Colerain Township Public Services Director. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Public Services Director. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty-eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Public Services Director. NOTE: Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

PRECAST CONSTRUCTION MATERIALS

Precast units shall include items which are manufactured by others at an off-site location and installed by the Contractor, i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc. For all precast units, the Contractor shall obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable specifications and standards of O.D.O.T. and/or ASTM. When required by the Public Services Director, the Contractor shall also obtain and supply to the Public Services Director the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Public Services Director **prior** to the installation of the precast units on the job site. When the Contractor decides to install precast units prior to the Public Services Director receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Public Services Director based upon the Public Services Director's review of the information provided.

REMOVALS

When a bid item 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 their bid. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

REMOVAL OF EXISTING CATCH BASIN GRATES AND/OR FRAMES

Where the plans indicate that existing catch basins and/or existing catch basin grates and/or frames (if salvageable) are to be removed as part of the improvements, the Contractor shall carefully remove the existing catch basin grate and/or frame and stockpile same at a site on the project designated by the Public Services Director. The existing grate(s) and/or frame(s) will NOT become the property of the Contractor. After the removal, the Project Inspector will arrange for the Township's forces to pick up the salvaged items.

Any costs involved in the stockpiling and/or coordination for the pick-up of the items by the Public Services Director shall be incidental to the other items of work in the project.

CONSTRUCTION LAYOUT

The costs of any construction layout necessary to the various items of work contained in this project WILL NOT be a separate pay item and said costs SHALL be included in the unit price bid for the pertinent item.

REMOVAL OF EXISTING PIPE AND HEADWALLS

Where proposed conduit and/or catch basin construction requires the removal of existing pipe and/or headwalls, the removal of same shall be included in the respective unit prices bid for proposed 603 and 604 Items.

Where existing conduit, headwalls and/or other facilities are to be removed and no proposed drainage facilities are to be constructed, the cost of the necessary removals shall be included in either the removal item, if specified, or in the pertinent excavation item.

The removal of all existing pipe drains which would normally be removed in various excavation items shall be included for payment in the unit prices bid for the respective excavation item, unless otherwise itemized in these plans.

WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation at all points of project. Temporary seeding and mulching, straw bales, silt fence, slope drains, etc., shall be used as necessary or as directed by the Public Services Director. Unless specified, the cost of these items shall be included in all other contractual items.

DUST CONTROL

The Contractor will be required when directed by the Public Services Director to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the Contractor's operations. Dust control will not be a separate pay item, but is to be incorporated in the prices bid for all project items.

EXISTING PIPE AND CULVERT

The location, size, type and depth of all existing pipe and culvert are shown as nearly exact as available information will permit. The Public Services Director will not be responsible for any variation found during construction.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before they start to lay the proposed conduit, in order to assure compatibility of line and grade of the proposed conduit.

Payment for all operations described above shall be included in the unit price bid for the pertinent conduit item.

REVIEW OF DRAINAGE FACILITIES

Before any work is started on the project and again before final acceptance by the Township, the Contractor, with the Public Services Director, shall make an inspection of the existing sewers within the work limits which are to remain in service and which may be affected by the work. The condition of the existing conduits and their appurtenances shall be determined from field observations. Records of the inspections shall be kept in writing by the Public Services Director.

All new conduits, inlets, catch basins, and manholes constructed as a part of the project shall be free of all foreign matter and in a clean condition before the project will be accepted by the Township.

All existing sewers inspected initially by the above mentioned parties shall be maintained and left in a condition reasonably comparable to that determined by the original inspection. Any change in the condition resulting from the Contractor's operations shall be corrected to the satisfaction of the Public Services Director by the Contractor at the Contractor's expense.

MAINTENANCE OF SEWER FLOWS

The Contractor shall conduct their operations so as to constantly maintain sewer flows at all times through the existing facilities that are to remain in place.

In cases where the plans indicate that existing facilities are to be replaced and/or removed, the Contractor shall maintain sewer flows through the existing facilities until the new facilities are completed and ready to be placed in use. This shall include areas affected by curb and sidewalk replacement and pavement repair.

BEDDING AND BACKFILL (CLSM-CDF)

A. DESCRIPTION

This work shall consist of the manufacturing and placement of non-settling backfill mixtures described as a Controlled Low Strength Material-Controlled Density Fill. Hereafter referenced by the acronym: CLSM-CDF. These mixtures are sold commercially under a variety of producer names: K-Krete, M-Crete, Darafill, Flash Fill, Flowable Mortar, Unshrinkable Fill, etc. These trench backfill materials possess: flowability for placement, support strength for traffic loads, and removability at a later date after placement. This material may be produced off-site or on-site. In either case, the producer of the material must meet certification requirements as outlined in Section B. PRODUCER AND MATERIAL CERTIFICATION of this specification. In addition to this document, two guides (Producer's Guide) (Contractor's Guide) are also part of this specification.

B. PRODUCER AND MATERIAL CERTIFICATION

Prior to manufacture of any CLSM-CDF mixture, the producer shall comply with the following regulations requirements.

- 1) Demonstrate the ability to produce a uniform CLSM-CDF mixture as outlined in this specification. The National Ready Mix Concrete Association's (NRMCA) plant and truck certification will satisfy the producer certification requirement.
- 2) Certified engineering data, for the proposed mixture to be used, shall be submitted for:
 - a) Thirty (30) and ninety (90) day unconfined compressive strength (C') tests as described in ASTM D4832 with the following exception: cylinders will not be capped.
 - b) Yield and dry unit weight (ASTM PS 29)
 - c) Flowability (Removability Modulus RE = <1.0)
 - d) Mixture's components (cement, water, fly ash, filler aggregate, etc.) and sources (company and location) Previous test results, on the same mixtures using the same mixture components, will satisfy this requirement. If it is determined, that for the engineering data presented, flowability, adequate strength, and removability requirements are not acceptable, the use of this mixture will not be allowed.

Meeting these certification requirements does not relieve the producer of the material liability referenced in Section G of this specification.

C. MATERIALS

Materials for CLSM-CDF mixtures will be the responsibility of the producer. All mixture components must be environmentally acceptable. A Material Safety Sheet (MSDS) for each component in the mixture must be available upon request. A CLSM-CDF producer's guide is available to help the producer meet specification requirements for materials.

- 1) Water, used for the mixture shall be free from oil, salts, acid, strong alkalis, vegetable matter, and other impurities that would have an adverse effect on the quality of the backfill material.
- 2) Materials for CLSM-CDF mixtures shall be evaluated as non-corrosive by appropriate ASTM standards including ASTM A 674. If the CLSM-CDF mixture has an electrical resistivity value of less than 5000 Ω cm, then to ensure compatibility with any proposed or encountered conduit, a polyethylene encasement shall be required conforming to ASTM A 674.

D. PROPORTIONING OF MIXTURES

The proportioning of CLSM-CDF mixtures is the responsibility of the producer. The mixture will be rejected for failure to meet, or sustain, the mixture's consistency for the previously stated properties.

Where gas leak, odor migration, is a concern for the identification of possible gas leaks, the CLSM-CDF material shall meet a minimum permeability coefficient (k) of 1×10^{-5} (cm/sec), or more, based on ASTM 5048. See the CLSM-CDF Producer's Guide for assistance in meeting specification mixture requirements.

E. PLACING (POURING)

The CLSM-CDF mixture shall be placed directly into the trench or excavation. The material's flow characteristic will be such that no labor will be required in the trench or excavation. No vibration or compaction equipment shall be used. If the trench or excavation contains water, the CLSM-CDF mixtures may be used to displace the water. A CLSM-CDF Contractor's Guide is available to help the producer meet specification requirements for material placement.

A Fast Setting Mixture shall be used for backfilling trenches under pavement within the public right-of-way when it is deemed that the pavement must be quickly reopened to traffic so as to minimize inconvenience to vehicular traffic as shown on the plans. The use of a Fast Setting Mixture is intended to allow for placement of an asphaltic concrete pavement within two hours after mixture placement. Fast Setting Mixture shall produce a load bearing strength of 20 psi in two hours as measured with a penetrometer using the 1.124" diameter head (ASTM D 1558).

F. CONSTRUCTION REQUIREMENTS

The basic construction requirement for the use of CLSM-CDF is that the trench or excavation has vertical wall limits. Vertical wall limits mean that the flowable CLSM-CDF mixture must be confined in a given area. For long trenches, requiring large amount of CLSM-CDF material, bulkheads can be used to control required placement quantities.

The CLSM-CDF material shall be brought up uniformly to the lines or limits shown on the plans or as directed by the Public Services Director. The placing or Portland cement concrete and/or asphaltic concrete pavements can be performed when a load bearing strength of 20 psi is achieved as referenced in Section E.

- 1) The following limitations of operations shall govern:
 - a) The mixture shall not be placed on frozen ground.
 - b) The placed mixtures shall be protected from freezing.
 - c) Each filling stage shall be as continuous as possible.
 - d) Setting time of CLSM-CDF may be affected by temperature. At temperatures near freezing, or below, additional time may be needed for proper setting of the material prior to any type of paving operation.

G. ACCEPTANCE OF MATERIAL AND FIELD TEST REQUIREMENTS

The material acceptance will be based on the following.

- 1) Producer certification (Section B of this specification).
- 2) Field testing for flowability (ASTM PS 28)
- 3) Sampling freshly mixed CLSM (ASTM PS 30)
- 4) Cylinder (3" x 6") strengths (ASTM D 4832). Six (6) cylinders will be required for any placement of 100 cubic yards and each 100 cubic yards thereafter. Three (3) cylinders will be broken at 30 and 90 days. If the placement is less than 100 cubic yards, three (3) cylinders will be taken every fifty cubic yards of production. Two cylinders will be broken at 30 days and one cylinder at 90 days.

The contractor shall be responsible for the curing and protection of the cylinders until such time that they are ready to be picked up by the testing laboratory. The contractor shall coordinate this activity. The cylinders will be held by a testing laboratory until the required breaking date.

- 5) Unit weight tests (ASTM PS 29) will be performed when cylinders are made.

All tests are to be performed by laboratories approved by Colerain Township. Copies of all test reports, from approved testing laboratories, shall be submitted to the material producer and governing agency. If the produced CLSM-CDF material fails any of these acceptance tests, indicating future removal difficulty ($RE > 1.0$), the material will be rejected with the possibility of removal. The Public Services Director may modify or change CLSM material testing requirements. All CLSM-CDF tests are to be performed by qualified testing personnel. The minimum acceptable requirement is ACI Level I, Concrete Technician.

H. METHOD OF MEASUREMENT

When paid for separately, measurement will be based on (cubic yards) computed plan quantities. No additional compensation will be allowed for over excavation. The material producer and the contractor shall be aware that there is a difference between the plastic (wet) state and the material's hardened state. The plastic (wet) state will be greater than the hardened state.

I. BASIS OF PAYMENT

Unless otherwise specified in the Contract or Agreement, the Contractor will be paid for the volume of mixture furnished and placed, per plan quantities, at the Contract unit price per cubic yard. This payment shall be full compensation for placing the CLSM-CDF mixture and for furnishing all materials, equipment, labor and incidentals necessary to complete this item; unless included under other items in the Contract or Agreement.

TRENCH FOR SEWER CONSTRUCTION

Trench excavation for sewer construction shall be adequately maintained and protected with barricades at all times.

Placement of proposed sewer pipe and backfill material shall follow as closely as possible behind excavation operations. The length of sewer trench, which is open at any one time, shall be held to a minimum and shall, at all times, be subject to the approval of the Public Services Director.

PIPE CUTOFF

When bell and spigot pipe is used, any necessary pipe cutoffs shall be made at the spigot end of the length. When tongue and groove pipe is used the length of pipe next to the end length shall be cut and a butt joint formed with a collar as detailed in the O.D.O.T. Std. Drawing MC-4. The cost of the joint and collar shall be included in the contract unit price bid for the pertinent pipe item.

MANHOLES, CATCH BASINS AND INLETS

All castings for manholes catch basins and inlets shall conform to those specified in the Standard Construction Drawings or as specified by the Public Services Director. All castings which might be subject to vehicle traffic shall be of the heavy duty grade. Grated inlet tops shall be placed as specified on the plans.

Top of casting elevations are subject to final adjustments as approved by the Public Services Director.

All castings used shall be subject to the final approval of the Public Services Director.

EROSION CONTROL

As applicable, Item 601 is provided in the plans for erosion control. Rock or turf of a stable nature will not be removed in order to place any of these items. The Public Services Director shall check and non-perform quantities or adjust locations and quantities for this item where indicated by field conditions during construction.

CONDUIT END TREATMENT

Immediately after placement of any conduits, the Contractor shall construct the end treatments required by the plans at both the outlet and the inlet ends. This shall include headwalls, concrete riprap, rock channel protection, sodding, etc.

GRADING AT INLETS AND OUTFALLS OF PROPOSED CONDUITS

The cost of the necessary reconstruction and/or regrading of swales or disturbed areas at the inlets and outlets of all proposed conduits shall be included in the price bid for the pertinent conduit and/or inlet/outlet items.

SIDEWALK AND/OR DRIVE APRON FINISH

Finish shall be a broom finish. All joints and outside edges shall be tooled with an edger or joint tool after brooming the final finish. Final finish, joints and edges shall be subject to the approval of the Public Services Director.

CONCRETE DRIVEWAY JOINTS

Transverse contraction joints (tooled joints) shall be spaced not to exceed ten feet (10') center to center.

For driveways constructed wider than twelve feet (12'), a longitudinal contraction joint (tooled joint) shall be placed on the centerline of the driveway in addition to the transverse contraction joints noted above.

Expansion joints formed with one-half inch preformed expansion joint material meeting the requirements of Item 705.03 shall be placed at the following locations. Placement of expansion joint material shall be along neat line.

1. Wherever new concrete meets old concrete.
2. At the back of existing or proposed curb.
3. At the front and back of any concrete walk.
4. At the transverse walk joint on the line of each edge of the driveway produced.
5. At a transverse spacing not to exceed thirty feet (30') between expansion joints on the driveway.

BLOCKAGE OF DRIVEWAYS

The Contractor shall notify residents at least twenty-four (24) hours in advance of when their drives will be blocked during construction.

Where concrete restoration is involved, the inconvenience will be held to a minimum by revising curing specifications and permitting cars to use the driveway within forty-eight (48) hours after pouring. Unless otherwise directed by the Public Services Director, the Contractor will be required to use high early strength concrete for the construction/reconstruction of concrete driveways and/or driveway aprons. The use of high early strength concrete will also be required for any portion of a sidewalk located within the limits of a driveway.

MAINTENANCE OF DRIVEWAY TRAFFIC

The Contractor shall note that the maintenance of driveway traffic will be a major concern during the length of this project, particularly in regards to the interests of any commercial, retail or office properties.

The Contractor shall conduct their operations so as to maintain driveway traffic through the areas under construction.

The Contractor will be permitted to close paved areas to traffic for a minimum period of time, consistent with the requirements of the specifications for the protection of completed asphalt concrete or plain Portland cement concrete pavement. This may require the Contractor to undertake such measures as part-width construction of the modifications or the placement of temporary material to maintain drive traffic.

If access to any business/office property is involved, an alternate access must be provided if the blockage exceeds one (1) hour. Repeated blocking must allow at least a fifteen (15) minute interval of traffic access every hour.

If two approved access drives serve the same resident or parking area, the Contractor MAY be permitted to close one access at a time. However, prior to said closing, the Contractor MUST contact the pertinent owner and obtain from said owner written permission for the closing. A copy of this permission MUST be submitted to the Public Services Department prior to the closing.

The Contractor shall note that any special measures and/or interim materials required to provide driveway ingress and egress will not be a separate pay item and said cost shall be included in the lump sum price bid for Item 614, Maintaining Traffic.

ADVANCE NOTIFICATION

The Contractor is responsible for the notification of all residents and/or businesses which abut or are located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work. A blank notification form will be given to the Contractor at the pre-construction meeting and the Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications will be sufficient cause to stop work on the particular road.

Payment for this advance notification shall be included in the lump sum price bid for Item 448 Resurfacing and, Item 609 curb repair in Contract 20-2 CATCH BASIN REPAIR and shall not be a separate pay item.

SAW CUTTING EXISTING PAVEMENT

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered.

SEALING EDGES

In addition to the pertinent requirements of the C&MS and ODOT Standard Drawing BP-3.1, the following requirements will apply to this contract.

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2) inch of the sealant being visible on the vertical surface. The Contractor shall carefully and thoroughly remove any extra sealant applied to the vertical surface at no additional cost.

The pavement edge around catch basins, manholes, valve chambers, etc., shall NOT be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit prices bid for the pertinent asphalt concrete items.

MEETING EXISTING PAVEMENT

Where the asphalt resurfacing begins or ends, the 448 course will meet existing on a neat line. The term "neat line" means a straight line, and if necessary, the Contractor will use a chalk line to establish said line and will specifically instruct paving crews to provide a neat line.

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of O.D.O.T. Std. Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

Unless otherwise directed, all cross streets shall be resurfaced back to the curb and/or radii returns.

Unless a separate pay item, i.e. Item Spl., Butt Joints, is provided for the forming of the butt joints, all costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

CONSTRUCTION OF ASPHALT COURSES

The Contractor shall note that when the construction of the asphalt course(s) will require two or more passes with the paver in order to totally pave the roadway, the width of the passes **MUST** be adjusted so that the longitudinal joint in the course under construction does **NOT** align with the longitudinal joint in the underlying course, i.e. the joint in the surface course will not be constructed at the same location as the joint in the leveling course. The horizontal offset between joints in the adjacent courses shall be a **MINIMUM** of six (6) inches.

The Contractor shall schedule the paving operations so that the pavement repairs, both partial depth and full-depth, and the construction of the Asphalt Concrete scratch course(s) are constructed within a **maximum of five (5) days** of the removal of the asphalt wearing course(s) in order to minimize the time period that traffic is permitted on the exposed concrete base pavement or on the diminished asphalt pavement.

If the Contractor schedules their operations so that the above requirement is **NOT** met, the Public Services Director shall, after the removal of the wearing course, mark those areas of the base pavement to be repaired under Item Special, Full-depth pavement repair, as per plan (Concrete) or under Item Special, Full-depth pavement repair, as per plan (Asphalt).

The Contractor shall allow a **minimum** of five (5) days between the completion of the scratch course and the placement of the "Petromat" and the construction of the Asphalt Concrete surface course, if using "Petromat" a part of this contract.

The Contractor shall notify the Township a minimum of seven (7) working days prior to the construction of the scratch course. During this time period, the Public Services Director will mark those additional base pavement areas that must be repaired full-depth due to the maintenance of traffic on the base pavement. There will be **NO ADDITIONAL PAYMENT** for the repair of those areas of the base pavement that have been damaged by the maintenance of traffic on the base pavement.

The cost of additional applications of Item 407, Tack Coat, which may be required to meet this scheduling of construction, shall not be a separate pay item and shall be included in the unit price bid for the pertinent asphalt concrete item.

RECLAIMED MATERIALS

For this project, the use of reclaimed materials will be permitted in accordance with the pertinent requirements of the C&MS. A maximum of thirty (30) percent of reclaimed material may be used in Item 301.

ROUNDING CORNERS OF PROPOSED GRADING

Where the cross sections provide for a break in grade or change in slope, the corners shall be rounded for a smooth transition. This shall apply to all grading operations.

TEMPORARY FENCING

The Contractor shall furnish, erect and maintain temporary barricades, lighting and fencing around open trenches during periods when work has stopped for the day. It shall be the Contractor's responsibility to implement and ensure adequate safety measures throughout the term of this project to assure the safety of the public as specified in Item 614 - Maintaining Traffic and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways".

"OR APPROVED EQUAL" ITEMS

In the preparation of these documents and plans, several proprietary products may 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, they must provide information to the Public Services Director concerning the substituted product and that the Public Services Director must approve the offered product as being equal to the specified product.

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

ITEM 202 - WEARING COURSE REMOVED AND/OR ITEM 254 - PAVEMENT PLANNING

The work on this item consists of removing the existing asphalt wearing surface to the depths and limits specified on the plans or as directed by the Public Services Director. Removal shall be by the method of cold surface planning. The extent of removal, as specified below, shall in all cases be subject to revision by the Public Services Director during construction.

In areas where proposed pavement is to meet existing pavement, the Contractors' attention is called to the requirements of the "Meeting Existing Pavement" note. Cuttings shall be removed from the surface as planning operations proceed and following each pass of the equipment. Before the end of each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planning operations. Cleaning shall be carried out using power brooms, vacuum sweepers or other approved methods. Material removed during grinding operations shall become the property of the Contractor.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planning and cleaning operations. At all times manholes, catch basins, inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planning operations, the damaged areas shall be repaired in a manner satisfactory to the Public Services Director and at no additional cost to the Township.

Care shall be exercised during planning operations so as not to damage manhole covers, frames and grates, chambers, valves, valve boxes, etc. The Contractor shall notify the various utility companies at least forty-eight (48) hours, but not more than seven (7) days, in advance of when planning work will begin so that, if desired, their representatives may be present at the time planning work is performed to locate covers, chambers, valves, and valve boxes where necessary. Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractor's operations shall be replaced by the Contractor at their expense.

After removing the wearing course, the Contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area.

As an alternate method, the Contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility casting to protect traffic, but the Contractor will not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street. Where manholes or valve chambers are within an area where wearing course is to be removed and have previously been adjusted with adjusting rings, the Contractor shall also have the option of removing the adjustment ring. If the Contractor chooses to remove the adjusting ring, they shall reinstall the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and reinstallation of adjusting rings or the separate removal of existing wearing course left around the castings. These costs shall be included in the cost of removing the wearing course.

Any asphalt curb encountered within the work limits designated to be removed by the Public Services Director shall be included as a part of this item.

The approximate limits and depth of removal are to be as noted on the plans. The Contractor shall note that in those cases where the plans and/or typical sections require the removal of the existing asphalt material to a concrete base pavement or to a particular depth so as to allow the construction of a specified thickness of new asphalt, the plans indicate an **AVERAGE** depth of asphalt removal, either by showing average minimum and maximum thicknesses or

indicating a variable average thickness for the pavement removal. This information has been based either on the best available records or on core samples, and said information will be made available to the Contractor at their request.

Under this pay item, the Contractor shall be responsible for the removal of the asphalt material to the required depth and **NO** additional compensation will be made for variations found in the thickness of the asphalt removed unless the Contractor can demonstrate that the thickness of asphalt removed **substantially** increased and thereby required another pass of the grinding machinery. In this regard, it shall be assumed that the machinery can, in one pass, remove six (6) inches when removing to a concrete base, or three and one half (3 ½) inches when removing to a specified elevation.

The work to be performed under this item shall also **include** the preparation of a neat, straight joint, i.e. a butt joint, at **ALL** termini of the project.

Payment for the removal of the wearing course will be made at the unit price bid per square yard for Item 202, Wearing Course Removed and/or Item 254, Pavement Planning.

ITEM 407 - TACK COAT: TRACK LESS

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq.Yd. as directed in O.D.O.T. Item 407.

In accordance with 407.06 of the specifications, any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Public Services Director, have sufficient dry cover aggregate applied to prevent pickup or tracking [three (3) to five (5) pounds per square yard].

The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean-up of any areas or facilities receiving over spray.

No separate payment shall be made for this item, the cost of which shall be included in Item 448.

ITEM 452 - 7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT

The work under this item generally consists of replacing existing concrete driveways removed to facilitate the roadway improvement. The Contractor shall construct the new driveway according to the size, shape and location as indicated on the plans, unless otherwise directed by the Public Services Director. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the above work will be made at the unit price bid per square yard for Item 452, 7" Plain Portland Cement Concrete Pavement.

ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE

The work to be done under these items is detailed as follows:

1. Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by MSD and installed by the Contractor. This item shall include labor cost only (materials - \$0.00) and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work will be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).
2. Where Storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513/621-6735), East Jordon Iron Works (800/626-4653) or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).
3. Where Sanitary or Storm Sewer manholes are to be adjusted more than three inches (3") above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using Pre-Cast Rings-Acc. NO. 49058-A (brick and mortar when casting rings are not possible), in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim

rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Colerain Township Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).

As directed in the field by the Public Services Director, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There will be no separate pay item for this work and cost of said work shall be included in the above items.

ITEM 604 - MANHOLES RECONSTRUCTED TO GRADE

1. Where Sanitary manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manholes shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058-A. New castings, if needed, will be provided by MSD from the storage yard at 225 West Galbraith Road. Payment for this work will be made at the unit price bid per each for Item 604, Sanitary Manhole Reconstructed to Grade.
2. Where storm manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manhole shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by the Contractor. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Reconstructed to Grade.

ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE

The method of adjusting water valve chambers to grade will be determined by the Public Services Director. Normally the adjustment will be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade will be **FURNISHED BY THE CONTRACTOR.**

In event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.
2. The chamber is located within an area of pavement to be removed and replaced.
3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the Cincinnati Water Works two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor will be furnished by the City of Cincinnati Water Works and shall be obtained by the Contractor at C.W.W. Salvaged existing castings shall be delivered to C.W.W. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments will be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

ITEM 614 - MAINTAINING TRAFFIC

The Contractor shall maintain traffic through the project at all times. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Public Services representative, the limits of the project area and those areas of the site which are temporarily closed to traffic. They shall post streets the streets No Parking tomorrow or its equivalent no later than 2:00 p.m. on the day prior to beginning work.

During the course of the normal working day, the Contractor shall insure the safety of the public by providing a sufficient number of flaggers to assist the traffic flow through the construction area. If, at the completion of the normal working day, any trench for pavement construction and/or construction of proposed sewer has not been completely backfilled and restored, a temporary cover, such as a metal plate or another approved device, shall be placed over that portion of the trench remaining open.

During the removal of the asphalt wearing course, the repair of the base pavement and/or the construction of the asphalt courses for the roadway, the Contractor will be permitted to close one lane of pavement while maintaining traffic in the other lane on an alternating flow basis. The closing of the lane to traffic will be permitted during the above operations and for the periods of time consistent with the requirements of the specifications for the protection of the completed asphalt courses.

Colerain Township Public Services Department requires a notification call (385-7502) of the streets being posted by 4:00 p.m. the same day it is posted. It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic, public safety and public convenience as set forth in the O.D.O.T. "Construction and Material Specifications" and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". The Contractor will not be permitted to begin any phase of work until the required standard barricades, warning signs, etc. are in the proper position. The devices provided for this requirement must be in first class condition.

Faces of construction signs, barricades, vertical panels and drum bands shall be reflectorized with type "G" sheeting, complying with the requirements of 730.19.

Payment for the above work, including cost of interim materials, signs, etc., will not be a separate pay item but shall be included in the unit prices bid for other project items.

PROTECTION OF RESTORED SOIL AREAS

In those areas to be restored by Seeding & Mulching or Sodding, the Contractor shall adhere to the watering requirements as specified in the pertinent sections of the C&MS.

In addition to these specifications, at the time the seeding or sodding is placed, the Contractor shall be responsible for the notification of the abutting property owner as to the required future maintenance of these areas, i.e. watering, after the completion of the Contractor's responsibility. The Public Services Director will furnish an informational form letter to the Contractor and the Contractor shall be responsible for the reproduction and delivery of the form to each of the affected properties. Failure on the part of the Contractor to deliver said forms may be determined by the Public Services Director to be sufficient cause to extend the period of time for which the Contractor is responsible for the proper watering of the area, at NO additional cost to the project.

Any costs involved in the distribution of the forms will not be a separate pay item and shall be included in the unit prices bid for the other pertinent items.

ITEM 659 - SEEDING AND MULCHING and/or

ITEM 660 - SODDING and/or

ITEM SPL - SEEDING AND EXCELSIOR MATTING

Within the construction limits as shown on the plans or as modified by the Public Services Director, the Contractor shall restore all disturbed earth areas with topsoil meeting the requirements of Item 653 and Seeding and Excelsior Matting in accordance with Item SPL, or seeding and mulching in accordance with Item 659 or sodding in accordance with Item 660. The type and limits of the restoration shall be as designated on the plans or as directed by the Public Services Director.

The earth area shall be excavated to a depth to allow a layer of topsoil, which will be at least three inches (3") in depth when compacted, to be spread so that the surface of the seeded or sodded area after facing will conform to the grade indicated in the plans or as directed by the Public Services Director.

Commercial fertilizer (12-12-12) applied at the rate of twenty (20) pounds per one thousand (1,000) square feet shall be incorporated into the areas to be seeded or sodded as per 659.08 and 660.04.

The costs of preparing the earth area for the topsoil, furnishing and placing the topsoil and furnishing and placing the commercial fertilizer shall be included in the unit price bid for the pertinent Item SPL, 659, and/or 660.

For Item 659, the seed mixture and the rate of sowing shall be stipulated in Section 659.09.

Should the specification requirements for watering be inadequate due to dry weather and soil conditions at the time the seed and sod are placed and up to the time the project is accepted by the Township, the Public Services Director may require additional watering over and above the Specification requirements. When so directed, additional water applications shall be repeated as often and in the quantities deemed necessary by the Public Services Director. Watering over and above specification requirements shall be paid for separately at the unit price bid per thousand gallons applied as specified in the change order that the Public Services Director will issue in regards to the watering requirement for this project.

Any disturbed areas outside of the construction limits shall be restored at the Contractor's expense.

Payment for the above work will be made at the unit price bid per square yard for Item 659, Seeding and Mulching; Item 660, Sodding; or Item SPL, Seeding and Excelsior Matting.

REMOVAL OF EXISTING CURB OR CURB & GUTTER

The Contractor shall note that, where the plans require the removal of existing curb or curb and gutter, the replacement of the curb or curb and gutter or the paving operations shall be scheduled so that a **MINIMUM** time period is allowed between the removal operation and the replacement operation. The Contractor **MUST** take any and all measures to provide adequate and sufficient drainage during the period of time that no curb or curb and gutter exists, including, but not limited to, the installation of pipes or the construction of temporary curbs. The Contractor **WILL** be solely responsible for and liable for any and all damage that is attributable to inadequate measures taken to provide for proper and adequate drainage.

The cost of providing the necessary drainage measures **WILL NOT** be a separate pay item and shall be included in the unit prices bid for the pertinent items.

ITEM 609 - CONCRETE CURB REPAIR

This item shall include all labor, equipment and material necessary to saw cut, remove and dispose of existing curb, construct the replacement curb, and restore the adjacent grass areas with topsoil and sod.

The replacement curb shall, in general, match the existing curb as to line and grade. However, the Contractor shall grade the new curb so as to drain in conformance with the drainage patterns of the street.

Existing contraction joint pattern shall be maintained, but the maximum spacing between contraction joints shall be ten (10) feet. Expansion joints shall be constructed on a maximum spacing of thirty (30) feet. Where replacement curb begins or ends at the existing expansion joint, the Contractor shall install new expansion joint material, the cost of which is to be included in the unit price bid for the curb repair.

Finish of the replacement curb shall be a light brush finish.

The Contractor shall note that the concrete curb details as shown on the plans may be modified by the Public Services Director in the field in order to properly match the various dimensions of the existing curb which is to be removed.

Payment for the above work will be made at the unit price bid per linear foot for Item 609 - Concrete Curb Repair.

SPECIFICATIONS FOR REPAIR OF CONCRETE CURB AND GUTTERS

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to remove and replace concrete curbs and gutters, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM 609 - REMOVAL AND REPLACEMENT OF CURB AND GUTTER

The removal and replacement of deteriorated curb and gutter shall be performed in accordance with the details shown in the ODOT standard construction drawing BP-5.1 and meeting the requirements of item 609. These provisions shall be to the limits marked by the Public Services Director. ** No additional compensation will be made for the method used in removing and replacing curb and gutter.

Saw cuts shall be of sufficient depth to prevent the fracture of adjacent curb and gutter and driveway aprons that are to remain in place. The contractor shall be responsible for the replacement of any damage to existing curbs and driveway aprons etc... and shall not be a separate pay item. No compensation will be made. Any replacement of curb and gutter beyond the limits marked or fractured by the contractor's operations shall be at the contractor's own expense.

Unless otherwise directed, the contractor will not remove any more curb and gutter than what they can replace the next day. Curbs in front of driveway aprons are to be replaced the same day they are removed. When removing curb and gutter, the excavated material shall be immediately removed from the site. To protect the public, barricades shall be placed over the cuts. Within three days after the concrete is placed, the contractor shall remove all forms, backfill behind the curb, in front of the gutter plate and clean the site. Removal and replacement work shall be confined to one side of the pavement at a time.

This work shall also include the full restoration of all turf and paved areas disturbed by the removal and replacement operations and may include backfilling with topsoil, seeding and mulching and/or sodding in accordance with Section 659 and 660 of the specifications and pavement replacement that may be required. Restoration shall present a neat finished appearance subject to the approval of the Public Services Director. The cost of all restoration shall be included in the unit cost for the replacement item.

Transverse saw cut through the curb and gutter shall be for the full depth to prevent the fracture of adjacent curb and gutter that is to remain in place. Where removal involved an expansion joint, a new expansion joint shall be installed. Contraction joints may be placed at the discretion of the Public Services Director, depending on the length of run to be placed. All replacement curb and gutter shall conform as neat as possible to the cross sectional shape of the existing curb and gutter with the top of the replacement section meeting the grade of the existing top of curb produced across the replacement section.

The replacement curb section shall be tied into the existing curb on each side with two one-half (½) inch diameter, smooth, greased dowel bars, twelve (12) inches long. The Dowel bars shall be installed so as to extend six (6) inches into the replacement curb sections. The cost of the dowel bars and installation should be included in the unit price bid for the curb and gutter replacement Item 609.

Backfilling along the gutter plate on asphaltic concrete streets is to be held down to 1 3/4" (one and three quarter inches) below the gutter plate. Material and process used is to be approved by the Public Services Director in advance. The cost of the material and labor for backfilling shall be included in the unit price bid for the curb and gutter replacement Item 609.

All pipe, downspouts, or drains encountered in the removal and replacement of curb and gutter shall be maintained, kept clear of obstruction. A new pipe is to be used to replace the section of damaged or broken pipe and it is required that a new pipe be connected to the end of the existing pipe with a coupler.

Where the new curb is 5/8" or higher than the existing driveway aprons, concrete is to be added behind the curb and shaped to form a wedge. The wedge shall be 3" wide for every 1" curb height and approved by the Public Services Director. The cost of the concrete and installation shall not be a separate pay item but included in the unit price bid for the curb and gutter replacement Item 609.

Payment for the removal and replacement of deteriorated concrete curb and gutter will be made at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
609	Removal and Replacement of Curb and Gutter	L.F.

Which shall be full compensation for labor, maintenance of traffic, equipment and material required to complete the work including those items previously described above and any other items deemed incidental to completion of the work by the Public Services Director.

*** TO AVOID CONFUSION AND MISUNDERSTANDING, MEASURED SECTIONS WILL BE MARKED FOR REMOVAL BY SUCCESSFUL BID REPRESENTATIVE AND PUBLIC SERVICES REPRESENTATIVE.

DOWNSPOUT PIPE, AS DIRECTED BY PUBLIC SERVICES

As indicated on the plans or as directed in the field by the Public Services representative, the Contractor shall extend and/or replace downspout pipes so as to daylight into proposed ditches; to extend through proposed curbs; or to be connected to an approved catch basin or storm sewer facility.

In areas where the downspout is to be constructed through the curb, all work, except as modified herein, shall conform to the "Downspout Outlet Detail".

This work shall include the construction and/or supplying and installing of the appropriate connectors to the existing downspout pipe and/or, where applicable, the storm sewer facility. These connectors shall include, as necessary, Fermco coupler or approved collars, adapters, reducers, etc. Pipe determined in the field to be in conflict with existing or proposed catch basins shall be connected (if possible) to the catch basins, as directed in the field. The new pipe should connect at sidewalk to get proper drainage.

The downspout pipe shall match the existing pipe diameter and shall be Schedule 40 PVC conduit. The unit price included in the bid shall be inclusive of the diameter pipe and shall also include the cost of removing and disposing of existing pipe.

The cost of the pipe, Fermco fittings, couplers and the installation shall be included in the unit price bid for the curb and gutter replacement Item 609.

SPECIFICATIONS FOR STORM SEWER PIPE REPLACEMENT

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor and materials necessary to replace culverts including all work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM 603 - STORM SEWER PIPE REPLACEMENT

All construction is to be kept within the right-of-way (see details) and shall consist of replacing the existing 12" storm line at the above location (see details) with 12" PVC pipe as specified.

The existing pavement shall be saw cut full depth and removed along neat lines parallel to the existing pipe and only in an amount that will permit the excavation and replacement of the pipe. New conduit shall be placed as close as possible to the elevation and grade of the existing pipe by placing it in the same trench from which the existing pipe was removed. Where necessary the trench shall be reshaped to provide proper support.

Trench restoration consists of type B bedding per 603.04 With CLSM-CDF Control Density fill.

Pavement restoration shall consist of two 4" courses of Bituminous aggregate base Item 301 and one 2" course of asphalt concrete, Item 448. (See Plate No. 15 page 60)

707.43 POLYVINYL CHLORIDE PROFILE WALL PIPE

This specification covers polyvinyl chloride (PVC) profile wall, smooth flow, sewer pipe and fittings with integral bell joints. The inside diameter ranges from 4 thru 48 inches. Storm sewer pipe from 4" to 15" diameter and sanitary sewer pipe and fittings shall comply with ASTM F 794, with the following additions:

7.5 Pipe Stiffness: The minimum pipe stiffness shall be 46 or greater.

10.5 Certification: The manufacturer shall furnish certified test data annually to the Laboratory, or at any time when the method of manufacture is changed. A letter of certification shall be provided to cover each shipment of material verifying that it meets specification requirements.

PAYMENT

"Item 603 - Storm Sewer Pipe Replacement" shall include the cost of all labor, maintenance of traffic, equipment, and materials necessary to install the pipe and restore the trench.

Payment for this item will be made under:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603	Polyvinyl Chloride PVC Profile Wall Pipe	L.F.

SPECIFICATIONS FOR CATCH BASIN RECONSTRUCT TO GRADE

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE

The indicated streets on page 49-50 are to have catch basins reconstructed to curb grade.

RECONSTRUCT

To shape or construct as a complete portion by putting together material and parts to repair said catch basin from the existing floor to an elevation as directed by the Public Services Director.

ITEM SPL RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the spring line; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Services representative; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas – including any curb on either side of the basin.

The restoration of the pavement shall be in accordance with the pertinent typical section. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Reconstruct Existing Catch Basin/Inlet, Complete.

SPECIFICATIONS FOR CATCH BASIN REHABILITATED TO GRADE

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE

The indicated streets on pages 49-50 are to have catch basins rehabilitated to resurface grade.

ITEM SPL, REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the limits directed by the Public Services representative, approximately the upper two (2) feet of the existing catch basin/inlet; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Services Director; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas - including any curb on either side of the basin.

The restoration of the pavement shall be in accordance with the pertinent typical section or detail. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Rehabilitate Existing Catch Basin/Inlet, Complete.

ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Services representative); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by Public Services.

ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Services representative); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by Public Services.

ITEM SPL REPLACE CATCH BASIN GRATE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin grate(s) and the furnishing and installing of new grates with diagonal openings, i.e. bicycle friendly grates. The grates shall be installed according to the applicable standard drawings.

Payment for this work will be made at the unit price bid per each for Item Spl, Replace Catch Basin Grate.

**CONTRACT 20-2 CATCH BASIN REPAIR
AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER**

The purpose of this form is to assure the Colerain Township Board of Trustees that the person signing the Proposal is legally competent to enter into the proposed Contract. Each bidder must complete Affidavits 1, 2, 3, 4 and 5 below, and have the completed forms notarized.

Affidavit #1

Sole owners or proprietors will complete Section A.
Partnerships will complete Section B.
Corporations will complete Section C.

Section A (For sole owners or proprietors)

I, _____ hereby certify that I
(Print your full name)

am the sole owner or proprietor of _____
(Print name of company)

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

Signature _____

Section B (For partnerships)

In accord with Section 1775.08 of the Ohio Revised Code, I, _____
(Print your full name)

hereby certify that I am a partner in _____
(Print name of company)

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

and that I am authorized by my partner(s) to make this Proposal and to sign a Contract if we are awarded the bid.

Signature _____

Approved by _____
(Signature of one other partner)

CONTRACT 20-2 CATCH BASIN REPAIR

Section C (For corporations)

In accord with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code,

I, _____ hereby certify that I am
(Print your full name)

_____ of the _____
(Print title of position) (Print name of corporation)

which company is incorporated in the State of _____ and is
(registered) (not registered) to do business in Ohio. The home address of the corporation is

(Print street name and number)

_____, and the local
(Print city, state and zip code) (Telephone)

address, in or near Hamilton County, is _____
(Print street name and number)

_____.
(Print city, state and zip code) (Telephone)

I am authorized to submit this Proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on _____
(Date)

Approved by _____
(Print name of officer)

(Print name of office)

Signature _____

CONTRACT 20-2 CATCH BASIN REPAIR

Affidavit #2

In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code, I hereby certify that no elected or appointed official of Colerain Township, Hamilton County, Ohio, or any of its political subdivisions, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature _____

Affidavit #3

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Colerain Township, Hamilton County, Ohio, or its political subdivisions. I further certify that the subcontractors and/or material suppliers with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Colerain Township or its political subdivisions.

Signature _____

Affidavit #4

In accord with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, religion, origin, creed, color, sex or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature _____

Affidavit #5

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company or corporation I represent is not delinquent in payment of personal property taxes to the State of Ohio, or any subdivision thereof.

Signature _____

CONTRACT 20-2 CATCH BASIN REPAIR

To be completed by Notary Public:

On this day, there appeared before me _____ saying
(Print full name)

that (they) (they) is _____ of _____
(Print title) (Print name of company or corporation)

and that (they) (they) understands all of the implications of the statements in Affidavits #1, #2, #3, #4 and #5 above, and has signed each in good faith.

Signature of Notary Public _____

Date _____

My Commission Expires _____

PART III Section B. (1) BID GUARANTEE AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____ to undertake the project known as: **Contract 20-2**
Colerain Township CATCH BASIN REPAIR 2020

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Colerain Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

SAID SURETY hereby certifies that the Surety is authorized to execute bonds in the State of Ohio and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.121.

SAID SURETY also hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY: _____

BY: _____

Attorney-in-
Fact

COLERAIN TOWNSHIP BOARD OF TRUSTEES,
HAMILTON COUNTY, OHIO

President

Trustee

Trustee

SURETY COMPANY ADDRESS:

Street

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

PART III
CONTRACT 20-2 CATCH BASIN REPAIR

Section B. (2) CASH BOND

IN LIEU OF THE BID GUARANTEE BOND OF SECTION B.(1), THE BIDDER HEREBY SUBMITS THE CASH EQUIVALENT IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID PRICE AS A:

CASHIER'S CHECK

(Circle one) CERTIFIED CHECK for _____ Dollars

LETTER OF CREDIT
(Sec. 1305 O.R.C.)

drawn on _____ Bank
(name of bank)

of _____
(location of bank)

The deposit is made under terms of Section 153.54 of the Ohio Revised Code, with the understanding that if the Bidder is selected by the Township as being the lowest and best Bidder for the project, the Bidder shall enter into a Contract with the Township within thirty (30) days of date of notification, and the Cash Equivalent named above shall be returned to the Bidder. If the Bidder fails to enter into said Contract, the Township shall cash the deposit and use it to cover the costs of reopening the bidding process.

Name of Bidder _____

Authorized Representative of Bidder _____

Date _____

CONTRACT 20-2 CATCH BASIN REPAIR

THIS AGREEMENT, made and entered into this _____ day of _____, in the year **Two Thousand Twenty** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and _____ herein after designated as the Contractor.

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

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

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

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

\$ _____

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

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY, OHIO

Contractor _____

Administrator: Geoff Milz

Signature _____

Signature _____

PART IV
CONTRACT 20-2 CATCH BASIN REPAIR

Section A CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

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

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

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

Law Director, Colerain Township
Hamilton County, OH

PART IV
20-2 CATCH BASIN REPAIR

Section B. CONTRACT BOND

CONTRACT BOND

If the Bidder used the Bid Guarantee Bond provided for in Section 153.571 of the O.R.C., (see Part III, Section B (1) of this document) that Bond becomes the Contract Bond. If the Bidder submitted a cash equivalent Bid Guarantee (Part III, Section B (2)), a form equivalent to that shown in Part III, Section B (1), must be completed as the Contract Bond and attached hereto.

Section C.

INSURANCE CERTIFICATES

At the time of signing this Contract, the Contractor shall fasten the certificates required in Part II, Section D - 10 to this sheet.

(The Contractor is reminded that copies of the **ENTIRE** Insurance Policies are required elsewhere in this document.)

PART IV
CONTRACT 20-2 CATCH BASIN REPAIR

Section D ESCROW AGREEMENT

ESCROW AGREEMENT

Agreement made on _____, between the Board of Trustees, Colerain Township, Hamilton County, Ohio, hereinafter called Township, and _____, hereinafter called Escrow Agent.

WHEREAS, the Township and _____, hereinafter called Contractor, have entered into a contract identified as _____; and

WHEREAS, Section 153.12, et. seq., Ohio Revised Code, requires the Township to retain certain funds due the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the Township in an Escrow Account;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Township and Contractor agree to employ _____, to act as Escrow Agent in connection with funds retained by the Township pursuant to the provisions of the contract identified as _____.
2. The Escrow Account shall be opened prior to or at the time that the project is fifty percent (50%) complete. The Escrow Agent shall deposit such funds with the _____(bank) in an interest bearing account.
3. The Escrow Agent shall hold the escrowed principle or income until receipt of an arbitration order specifying the amount of escrowed principle to be released and the person to whom it is to be released. Upon receipt of the notice or order, the Agent shall promptly pay such amount of principle and the escrowed income.
4. The Escrow Agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The Escrow Agent shall be paid nothing for its services.

IN WITNESS WHEREOF, the parties have executed the Agreement at account.

CONTRACT 20-2 CATCH BASIN REPAIR

ESCROW AGREEMENT(CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____ on the _____ day of _____, 20_____.

COLERAIN TOWNSHIP BOARD OF TRUSTEES
OF HAMILTON COUNTY, OHIO

Witness

Township Administrator

Witness

Witness

Witness

Contractor

_____ hereby accepts employment as Escrow Agent and hereby agrees to meet the obligations and perform the duties of Escrow Agent as set forth in the foregoing Agreement.

Date

Escrow Agent

PART IV
CONTRACT 20-2 CATCH BASIN REPAIR

Section D (2) ESCROW AGREEMENT WAIVER

DUE TO THE SHORT TIME LIMIT FOR THE COMPLETION OF _____ PROJECT IN _____, SPECIFICATION NO. ____, IT IS HEREBY AGREED UPON BETWEEN THE COLERAIN TOWNSHIP BOARD OF TRUSTEES AND _____, CONTRACTOR FOR SAME, THAT THE ESCROW AMOUNT PROVIDED FOR IN SECTION 153.12 AND 153.13 ET.SEQ., OHIO REVISED CODE, IS HEREBY WAIVED. IT IS UNDERSTOOD THAT IN SIGNING THIS WAIVER THAT NO INTEREST WILL BE EARNED ON RETAINAGE FOR SUBJECT PROJECT.

TOWNSHIP REPRESENTATIVE DATE

CONTRACTOR _____ DATE _____

NOTE:

IF ESCROW WAIVER IS NOT SIGNED, ESCROW AGREEMENT FORM (PART IV, SECTION D (1)) MUST BE COMPLETED.



**Ohio Department of Public Safety
Division of Homeland Security**
<http://www.homelandsecurity.ohio.gov>

PUBLIC EMPLOYMENT
In accordance with section 2909.34 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST
ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

Signature

Date

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

Corporation or Business Trust (R.C. 3517.13(J)(3))

PO# _____/Quote# _____

STATE OF OHIO COUNTY OF _____

SS: _____

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

- 1) I am _____ {Name} and I am employed as _____ {Title} for _____ {Name of Corporation/Business Trust}.
- 2) In my position as _____ {Title}, I have the authority to make the certifications contained herein on behalf of _____ {Name of Corporation/ Business Trust}.
- 3) On behalf of _____ {Name of Corporation/Business Trust}, I do hereby certify that all of the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than 20 percent of the corporation or business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
- 4) I further certify that if _____ {Name of Corporation/Business Trust} is awarded a contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:
 - (f) An owner of more than twenty per cent of the corporation or business trust;
 - (g) A spouse of an owner of more than twenty per cent of the corporation or business trust;
 - (h) A child seven years of age through seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (i) Any political action committee affiliated with the corporation or business trust;
 - (j) Any combination of persons identified in (a) through (d) of this section.
- 5) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ {Name of Corporation/Business Trust} to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____ Commission Expires: _____

CONTRACT 20-2 CATCH BASIN REPAIR

SUB-CONTRACTOR LISTING

SUB-CONTRACTOR	_____
COMPANY NAME	_____
ADDRESS	_____
PHONE	_____
REPRESENTATIVE	_____
TYPE OF WORK	_____

MUST BE COMPLETED AND RETURNED WITH BID

MAKE COPIES IF ADDITIONAL FORMS ARE NEEDED

Catch Basin List 2020	Route	Double	Single	Condition
4565 Philnoll	1	X		Reconstruct
3726 Hermes	1	X		Rehab
3758 Philnol	1	X		Rehab
2857 Micheal's Run	2	X		Rehab
9103 Trinidad	2		X	Rehab
8749 Moonlight	2		X	Reconstruct
2966 Micheals Run	2		X	Reconstruct
2674 Cornwall	2	X		Rehab
8956 Tripoli	2		X	Rehab
9264 Coogan	2	X		Rehab
3172 McGill	2	X		Rehab
3227 Orangeburg	3	X		Reconstruct
3174 Elkhorn	3		X	Rehab
9658 Loralinda	3		X	Rehab
2623 Pippin Ct	4	X		Rehab
10709 Sunliner	4		X	Rehab
2663 Impala	4	X		Reconstruct
10606 Breedshill	4		X	Rehab
10109 Windswept	5	X		Reconstruct
3473 Alamosa	5		X	Rehab
10032 Windswept	5		X	Reconstruct
3103 Daylight	5		X	Rehab
10204 Windswept	5	X		Rehab
10322 Season	5		X	Rehab
9296 Erin	5	X		Reconstruct
11929 Waldon	6		X	Rehab
11959 Wincanton	6		X	Reconstruct
12157 Pippin Rd on Spruceway	6		X	Rehab
2921 Greenbrook	6		X	Rehab
12004 Kilbride	7		X	Reconstruct
11984 Huntergreen	7	X		Rehab
3330 Celedon	7	X		Reconstruct
8655 Livingston Rd Side of Property	8		X	Rehab

Catch Basin List 2020	Route	Double	Single	Condition
7270 Locust View	8	X		Reconstruct
7325 Locust View	8	X		Reconstruct
7731 Dennler	9	X		Reconstruct
6706 Kern	9	X		Rehab
5725 Saddleridge Dr	9	X		Reconstruct
7840 Spring Leaf	9	X		Reconstruct
6201 Castlestone	9	X		Reconstruct
6788 Kern	9	X		Reconstruct
6766 Kern	9	X		Rehab
6701 Kern	9	X		Rehab
10109 Windswept	5		X	Reconstruct

20-2 Catch Basin Repair

Part V – Bid Tabulation

Item	Item Description	QTY	Unit	Unit Price	Extended Price
SPL	SINGLE CATCH BASIN RECONSTRUCT	5	Each		\$
SPL	SINGLE CATCH BASIN REHABILITATE	13	Each		\$
SPL	DOUBLE CATCH BASIN RECONSTRUCT	12	Each		\$
SPL	DOUBLE CATCH BASIN REHABILITATE	12	Each		\$
	Curb Should Be included in price of Catch Basin repair				
				TOTAL	
	Bidder				
	Company				
	Signature				

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.

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

Ratio:

3 Journeymen to 1 Apprentice
9 Journeymen to 2 Apprentice

6 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice

15 Journeymen to 5 Apprentice

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: Carpenter & Pile Driver SW District Hwy

Change # : LCN01-2020fbLoc126

Craft : Carpenter Effective Date : 05/07/2020 Last Posted : 05/07/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$31.01		\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$49.19	\$64.70
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	\$18.61	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$36.79	\$46.09
2nd 6 Months is 1st year	65.00	\$20.16	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$38.34	\$48.41
3rd 6 Months	70.00	\$21.71	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$39.89	\$50.74
4th 6 Months is 2 years	75.00	\$23.26	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$41.44	\$53.07
5th 6 Months	80.00	\$24.81	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$42.99	\$55.39
6th 6 Months is 3 years	85.00	\$26.36	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$44.54	\$57.72
7th 6 Months	90.00	\$27.91	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$46.09	\$60.04
8th 6 Months is 4 years	95.00	\$29.46	\$7.89	\$6.95	\$0.40	\$0.00	\$2.82	\$0.12	\$0.00	\$0.00	\$47.64	\$62.37

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 employed.

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

Jurisdiction (* denotes special jurisdictional note) : BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

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 Local 132 (Cincinnati)

Change # : LCN01-2019fbLoc132

Craft : Cement Effective Date : 06/05/2019 Last Posted : 06/05/2019

	BHR	Fringe Benefit Payments							Irrevocable Fund	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason	\$24.50	\$6.70	\$6.50	\$0.60	\$0.00	\$0.80	\$0.00	\$0.00	\$0.00	\$39.10	\$51.35
Apprentice	Percent										
1st yr	70.00	\$17.15	\$6.70	\$6.50	\$0.60	\$0.80	\$0.00	\$0.00	\$0.00	\$31.75	\$40.32
2nd yr	80.00	\$19.60	\$6.70	\$6.50	\$0.60	\$0.80	\$0.00	\$0.00	\$0.00	\$34.20	\$44.00
3rd yr	90.00	\$22.05	\$6.70	\$6.50	\$0.60	\$0.80	\$0.00	\$0.00	\$0.00	\$36.65	\$47.68

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

Ratio :

1 Journeymen to 1 Apprentice
 4 Journeymen to 2 Apprentice
 7 Journeymen to 3 Apprentice
 10 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
 HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

- *Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

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, COSHOCTON, 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, Guniting 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	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$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	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$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	\$33.71	\$42.97
2nd year	59.79	\$22.21	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$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	\$41.11	\$54.07
4th year	79.75	\$29.62	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$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 (Primary Operator with Specialized CDL Endorsement Add \$3.00/ hour), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

PUBLIC SERVICES

Department: Public Services

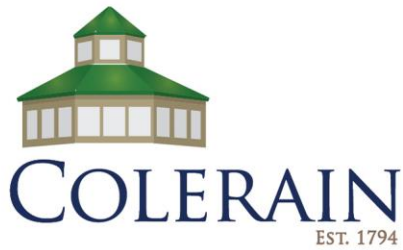
Department Head: Trustee Matt Wahlert

Motion Authorizing Veteran Memorial Banner Program

Recommend adoption of a motion authorizing a veteran memorial banner program as described in the attached memo.

Rationale:

Staff proposes creating a banner program honoring Colerain Township veterans to fly on the poles until Veteran's Day.



MEMORANDUM

To: Geoff Milz, Township Administrator

CC: Jeff Weckbach, Assistant Township Administrator

From: Jackie O'Connell, Public Services Director

Subject: Veterans' Day Banners

Date: May 18, 2020

BACKGROUND

In addition to the Veterans' Memorial at the corner of Colerain Avenue and Springdale Road, Colerain Township has been looking for additional ways to honor veterans. A citizen requested that the banner poles throughout the Township be used to display banners thanking the Township's veterans.

INFORMATION

The Public Services Department displays one set of winter-themed banners annually and has displayed other banners for special purposes throughout the past few years. There are several months of the year where various banners could be displayed. Currently, there is a gap between Memorial Day and Veterans' Day that could be used to display banners.

RECOMMENDATION

The Township proposes to honor veterans who served in any branch of the US Armed Forces, Reserve Components or National Guard during the months of October and November. To be eligible for display, service members must be active duty, retired or honorably discharged from their service. Eligible veterans include all who were born, lived, graduated from a Colerain Township High School, owned property or operated a business in Colerain Township.

To effectively administer the program the Township would require the following information:

- Name
- Branch of service
- Dates of service
- Rank
- Conflict (if any)
- Awards (i.e. Medal of Honor, Purple Heart, Bronze Star, etc.)
- Designation (i.e. POW, MIA, KIA)
- Service photograph of veteran in uniform
- Criminal background disclosure

There are 59 poles with brackets throughout the township. Therefore, it is proposed to accept the first 59 verified veterans for implementation in 2020. The banners are anticipated to last until Veterans' Day 2022, at which time the application process would be reopened for an additional 59 veterans. The total cost of this program is estimated at \$3,250 for materials (estimated \$55/banner).

If approved, the application process will open in June 2020 for four to six weeks. If the Township is unable to find 59 veterans, the vacant poles will be filled with a "Salute to the veterans" banner design.

Staff seeks direction from the Board of Trustees on this proposal. Staff also seeks direction on whether this program should be free of charge to applicants and if the banners will be donated or sold to families at the end of the program. For perspective, staff was unable to find any community that offered a program like this free of charge to veterans. Prices typically ranged from \$50-\$200 per banner.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to set Public Hearing on June 9, 2020 - Sidewalk Maintenance Project - Phase I

Recommend adoption of a motion to set a Public Hearing before the Colerain Township Board of Trustees for the Sidewalk Maintenance Program - Phase I on June 9, 2020 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

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

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

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

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

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

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution Declaring Nuisance and Ordering Abatement

Recommend approval of a Resolution declaring nuisance and ordering abatement.

Rationale:

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

3670 Brockton
8300 Colerain
2933 Royal Glen
10295 Season
3264 Struble
3784 Susanna
3338 Grovewood
8652 Livingston
3777 Poole
10186 Season
10752 Shipley
7871 Tuscon

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 26th day of May, 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 NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3670 Brockton	510-0101-0252-00
8300 Colerain	510-0060-0014-00
2933 Royal Glen	510-0071-0202-00
10295 Season	510-0113-0101-00
3264 Struble	510-0123-0073-00
3784 Susanna	510-0191-0009-00
3338 Grovewood	510-0112-0125-00
8652 Livingston	510-0202-0034-00
3777 Poole	510-0092-0029-00
10186 Season	510-0113-0083-00
10752 Shipley	510-0032-0344-00
7871 Tucson	510-0072-0385-00

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

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

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no

agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

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

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

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

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 26th day of May, 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)
Scott Sollmann
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 26th day of May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize a Promotion Process for the Position of Fire Chief

Recommend adoption of a motion to initiate an internal competitive promotional process from the Assistant Fire Chief's rank to fill the Fire Chief position that will be vacant in September due to retirement of Chief Cook.

Rationale:

Chief Cook has provided his notice of retirement effective at the end of day on September 5th, 2020. The department's incumbent two assistant fire chiefs meet the minimum academic, license, and training credentials; and experience required for the position. The process will consist of a resume submission, an oral assessment interview administered by the Ohio Fire Chief's Association, and a Board of Trustees' and Township Administrator interview during the month of June 2020.

ADMINISTRATION

Department: Administration

Department Head:

Motion Directing the Township Administrator to Send the Notice of Proposed Tax Increment Financing District for Northridge Crossing to Northwest Local School District

Rationale:



May 27, 2019

Mr. Todd Bowling, Superintendent
c/o Ms. Amy Wells, Treasurer
Northwest Local School District
3240 Banning Road
Cincinnati, Ohio 45239

RE:PROPOSED TAX INCREMENT FINANCE DISTRICT NORTHRIDGE TIF DISTRICT

Dear Mr. Bowling & Ms. Wells,

The Colerain Township Board of Trustees intends to adopt a Resolution to create a Tax Increment Finance (TIF) District for certain parcels located in Colerain Township, Hamilton County, Ohio as set forth in the attached draft Resolution. Please find attached a copy of the draft Resolution, Agreement and map of the boundaries of the proposed TIF District. A legal description is being prepared and will be forwarded upon completion.

The purpose of the Resolution is to declare certain public improvements to be for a public purpose, pursuant to the Ohio Revised Code, Section 5709.73(B). The public improvements are necessary for the further development of the parcels of land identified on the attached map, excluding any and all residential property. Although the Resolution declares generally what public improvements are necessary, at this time, the specific public improvements and the cost of said improvements are undeterminable, however we expect the improvements to consist of various road, bridge, park, pedestrian sidewalks, capital expenditures, and other various public improvement projects.

In addition, the Resolution states that improvements within the proposed TIF District shall be exempted from taxation for thirty (30) years, up to one hundred (100) percent. At that time, an agreement shall be made with the Board of Education to negotiate compensation to the Northwest Local School District with respect to the new TIF District. A draft copy of a proposed tax incentive agreement providing for compensation is also attached; this agreement contemplates applicability to TIF District Resolution 2020-XX. The expected improvements will include a Single-Family residential neighborhood with 65 homes, with an anticipated investment value of approximately \$16,250,000.00

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

Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeffrey D. Baker
Administrator: Geoff Milz



Mr. Todd Bowling /Ms. Amy Wells
Northwest Local School District
May 27, 2020
-Page 2-

The Township Trustees respectfully request the School District approve the creation of the new tax increment district. The Township Trustees also request that the School District waive the forty-five (45) business days notice provision set forth in Section 5709.73 of the Ohio Revised Code for this transaction.

To comply with the forty-five (45) business day notice provision set forth in Section 5709.73 of the Ohio Revised Code, the Colerain Township Board of Trustees will consider this resolution at a regular meeting scheduled for the July 14, 2020 Board of Trustees Meeting, at 7:00 PM, located at the Colerain Township Administration Building. However, the Board may consider this resolution as soon as the June 23, 2020 Board of Trustees Meeting, if the 45 business day waiver is passed by the School District

If you have any questions, please feel free to contact me at (513) 923-5000 or via email at gmilz@colerain.org.

Sincerely,

Geoff Milz
Township Administrator

Enclosures

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

Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeffrey D. Baker
Administrator: Geoff Milz

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 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 DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, the Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development and traffic capacity; and

WHEREAS, the Board has caused notice to be given to the Northwest Local School District Board of Education of the Board’s intention to consider this Resolution for adoption and that the Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73 (B) of the Ohio Revised Code. Northwest Local School District has by resolution adopted on _____, approved the tax increment financing and the exemption of the further improvements for 30 years up to 100% for the property described in Exhibit “A” attached hereto and waived its right to the forty-five (45) business days’ notice prior to the adoption of this Resolution pursuant to ORC 5709.73 (D);

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

1. That the Board hereby finds and declares that certain public improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; ; the planning, design and construction of bridge(s); the planning, design and construction of utilities including but not limited to water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to

the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit "A" attached to this Resolution (such parcels are hereinafter collectively referred to as the "Northridge TIF District" site), but excluding any and all residential property located within Exhibit "A", which parcels are located in an unincorporated area of the township, and for the creation of jobs, increasing property values and the provision of adequate public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the Northridge TIF District Site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2050 or (2) the date on which the specific public improvements as described in Section 1 above (the "Public Improvements") that will benefit the Northridge TIF District Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Northridge TIF District Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.
4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvement or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the third Preamble herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator or the President of the Board.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in 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.

7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. 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. Unger _____, Mr. Rajagopal _____, Mr. Wahlert _____.

ADOPTED this _____ day of _____, 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 ____, 2020.

Jeff Baker,
Colerain Township Fiscal Officer

The Board of Education of the Northwest Local School District, County of Hamilton, Ohio, met in regular session at _____ - _____ on the day of _____, 2020, at _____, Ohio, with the following members present:

Pam Detzel, Mark Gilbert, Jim Detzel, Joe Yoshimura, Matt Tietsort

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

NORTHWEST LOCAL SCHOOL DISTRICT

RESOLUTION NO. _____

RESOLUTION APPROVING THE ESTABLISHMENT OF A TAX INCENTIVE DISTRICT

WHEREAS, pursuant to Ohio Revised Code ("O.R.C.") 5709.73, the Board of Education (the "Board") of the Northwest Local School District (the "School District"), received notice (the "Township Notice"), of the intent of Colerain Township, Hamilton County, Ohio (the "Township") to adopt a resolution in the form attached hereto as Exhibit 3 (the "Township Resolution") to establish a Tax Incentive District to provide tax increment financing and to declare improvements to certain parcels of real property located in the Tax Incentive District, the Township, and the School District to be a public purpose (the "Exempted Property") (with such district described and improvements set forth on attached Exhibit A; and

WHEREAS, the intent of declaring such improvements to be a public purpose is to provide for the exemption from taxation (the "TIF District Exemption") of up to one hundred percent (100%) (the "Exemption Percentage") of the assessed value of such improvements for a period commencing on the date of the adoption of the Township Resolution and ending on the earlier of December 31, 2050; and further

WHEREAS, the Township intends to require the owners of the Exempted Property, pursuant to O.R.C. 5709.73 to make annual service payments in lieu of taxes to be used to pay for the Public Infrastructure Improvements; and

WHEREAS, O.R.C. 5709.73 and 5709.82 permit the Board of Township Trustees of the Township and the Board of the School District to enter into an agreement in order to compensate the School District for property taxes lost as a result of the TIF District Exemptions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Northwest Local School District, County of Hamilton, Ohio:

SECTION 1. The Board hereby approves the creation of the Rumpke TIF District and approves up to one hundred percent (100%) of the percentage of further improvements to be Exempted Property for a period of up to thirty (30) years, commencing on _____, _____ and ending no later than December 31, 2050. The School Board shall enter into a Tax

Incentive Agreement with the Township providing for the foregoing and also providing for such other matters to which the School District hereby resolves, all in the form substantively as set forth in attached Exhibit 2.

SECTION 2. The School District hereby waives its right, for any year, or any portion thereof, in which it would have received property tax payments derived from the Exempted Property, but for the Township's creation of the TIF District, to payments from the Township to the School District in any amount in lieu of taxes received by the Township.

SECTION 3. The School District agrees that in determining the amount of the service payments in lieu of taxes required by the Township pursuant to O.R.C. 5709.74, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under O.R.C. 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in true value of the parcels from and after the date that the Township Resolution creating the TIF District was adopted by the Township regardless of the date in which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 4. The School District acknowledges receipt of attached Exhibit 3 and agrees to waive its rights to notices pursuant to O.R.C. 5709.73 and O.R.C. 5709.83 including, without limitation, its right pursuant to O.R.C. 5709.73(C) and (D) to receipt of notice from the Township not later than forty-five (45) days prior to adopting a resolution under O.R.C. 5709.73 creating the TIF District and declaring improvements to be a public purpose; its right to approve creation of the TIF District and/or the exemptions from taxation created thereby; and its right to notice school District affected by a proposed tax exemption pursuant to O.R.C.5709.83.

SECTION 5. It is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board of Education, and that all deliberations of this Board of Education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including O.R.C. 121.22.

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

Ms. Detzel: _____

Mr. Gilbert: _____

Mr. Detzel: _____

Mr. Yoshimura: _____

Mr. Tietsort: _____

ADOPTED THIS _____ day of _____, 2020.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Northwest Local School District, County of Hamilton, Ohio, on the _____ day of _____, 2020.

Treasurer

CERTIFICATE AND RECEIPT

The undersigned hereby acknowledges certification by the receipt of a certified copy of a Resolution adopted on _____, 2020.

County Auditor

Date:_____

TAX INCENTIVE AGREEMENT

This Tax Incentive Agreement (the “Agreement”) made and entered into as of the ____ day of _____, 2020 between the Northwest Local School District, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and Colerain Township, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the township in lieu of taxes (“Service Payments in Lieu of Taxes”), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on _____, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73, Ohio Revised code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is described in Exhibit “A” attached hereto and made a part hereof (the “Exempted Property”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce the Property Owners to develop the Exempted Property; and

WHEREAS, the Trustees intend to exempt from real property taxation one hundred percent (100%) of such improvements for a period of thirty years (the “TIF Exemption”); and

WHEREAS, the Board of Education of the School District passed a resolution on _____ (the "School District Resolution") approving the TIF Exemption on the condition that the parties hereto enter into this Agreement pursuant to Resolution # _____; and

WHEREAS, the Township has, pursuant to Resolution No. _____ of the Board of Trustees of the Township adopted on _____ (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

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

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

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the further improvements to the exempted Property for a period of up to thirty years, commencing on _____, 2020 and ending no later than December 31, 2050.

(b) During any year or any portion thereof in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption, **less the amount of the total additional revenues the School District would receive if the Exempted Property is exempt under Section 5709.73 of the Ohio Revised Code ("the TIF Compensation") as determined by the Treasurer of the School District (the "Treasurer")** and certified to the Township. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

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

(d) Under no circumstances shall the total TIF Compensation due under Sections 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) The Township and School District further agree that Bonds may be issued by the Township to pay the cost of constructing the Public Improvements. Service Payments in excess of the total estimated revenue ("Excess Service Payments") will be used to prepay or retire Bonds early. Approximately one year prior to the final payment on any Bonds issued by the Township, the Township and the School District shall determine if they want to terminate the TIF Exemption according to the terms hereof or if they want to begin negotiating the terms of an amendment to this Agreement

(f) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the Tax Increment Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 2. Certification of TIF Compensation Amount. Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall certify the amount of the TIF Compensation to the Township in the form of an invoice.

SECTION 3. Payment of TIF Compensation. Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Redevelopment Fund and the Chief Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

SECTION 4. Resolution of Disputes. In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer and the Township Fiscal Officer or Administrator shall meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer and the Township Clerk or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's

ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Northwest Local School District
3240 Banning Road
Cincinnati, OH 45239
Attn: Treasurer

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

SECTION 6. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 7. Waiver. No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 8. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 9. Binding Nature. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 10. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 11. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 12. Filing of Agreement. The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

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

**NORTHWEST LOCAL SCHOOL
DISTRICT**

By: _____

Title: _____

**COLERAIN TOWNSHIP, HAMILTON
COUNTY, OHIO**

By: _____

Title: _____

EXHIBIT “A”

[To be Supplied]

CREATION OF TAX INCREMENT FINANCING DISTRICT
WAIVER OF FORTY-FIVE (45) BUSINESS DAY NOTICE

NORTHWEST SCHOOL DISTRICT
COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO

The Northwest School District, by and through its Board of Education, received notice of the proposed TIF District from Colerain Township (Colerain Township TIF District 2022-___/ Northridge TIF District) on May 27, 2020. On the _____ day of _____, 2020, the Northwest Board of Education formally heard the proposed TIF District and adopted Resolution No. _____ approving the TIF District as proposed by Colerain Township and authorizing the proposed TIF Agreement at their regularly scheduled meeting held on June 23, 2020.

The Board of Education, through the adoption of said resolution, hereby waives the forty-five (45) business day notice requirement, pursuant to 5709.73 of the Ohio Revised Code, contingent upon the Township's waiver of the 14-day certification requirement and waiver of the right to pursue the exemption in the event of failure to meet the 14-day certification requirement as set forth in Section 5709.73(D) of the Ohio Revised Code, provided that a mutually acceptable TIF Compensation agreement is executed between the School District and the Township prior to _____, 2020.

NORTHWEST BOARD OF EDUCATION

RESOLUTION # _____

Amy Wells, CFO/Treasurer
Northwest Local School District

Date

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to appoint members to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC).

Recommend appointment of Mike Ionna as the Colerain Township representative and Jeff Weckbach as the alternate representative to the Ohio-Kentucky-Indiana Regional Council of Governments' Intermodal Coordinating Committee (ICC).

Rationale:

The ICC members provide general technical advice for the Executive Committee and Board of Directors as required, and review and comment on technical issues associated with the various studies and recommended plans before submission to the Executive Committee or Board of Directors. The ICC also advise and assist the Deputy Executive Director and staff in obtaining data required for continuing transportation planning commensurate with the Unified Planning Work Program, and other agreements for all areas of planning.

Mr. Ionna and Mr. Weckbach are recommended to continue their representation of Colerain Township on this Committee.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion Authorizing the Acceptance of Donated Hand Sanitizer and Facial Masks from Cincinnati USA Regional Chamber of Commerce
Recommend adoption of a motion to accept hand sanitizer and facial masks from Cincinnati USA Regional Chamber of Commerce

Rationale:

The Cincinnati USA Regional Chamber is partnering with Procter & Gamble Co., CVG and Brain Brew Custom Bourbon at Eureka! Ranch to equip businesses across the region with RESTART Kits containing critical supplies needed for a healthy return to business operations.

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 26th day of May, 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. There will be no hall rentals in the Community Center for gatherings expecting more than 10 people until August 31, 2020.
7. As long as the state of emergency is in place, Colerain Township will follow all orders from the State of Ohio and Hamilton County.
8. The following sections of the zoning resolution shall be suspended for the duration of the declared emergency:
 - a. 10.3.1, (A-F), (H), (I-J), (K), and (M)
 - i. As it pertains to subsection (I) the exemption pertains to the burden associated with off-street parking
 - b. 10.4.1 (A)
 - c. 10.4.2 (C)
 - i. This includes an elimination of the time period at the top of the section
 - d. 12.10.4 (A-B), (D) and (F)

- e. 12.10.5 (E) (1-3)
- f. 15.10.1 (C-E)
- g. 15.10.3 (B) and (D-E)

BE IT FURTHER RESOLVED that the State of Emergency shall continue until repealed 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 26th day of May, 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 May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

OLD BUSINESS

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Fire Department Of The Township

Recommend approval of a resolution directing the Township Administrator to request the County Auditor to certify rates for a levy in excess of the ten-mill limitation at a millage to be determined by the Trustees.

Rationale:

At the April 14, 2020 meeting of the Board of Trustees, Chief Cook gave a presentation on the needs assessment conducted by his department. At the April 28, 2020 meeting of the Board of Trustees, Chief Cook and Assistant Township Administrator Jeff Weckbach gave a presentation on several financial scenarios for funding the Department of Fire and EMS through various property tax levy scenarios or various service level decreases. At the May 12 meeting of the Board of Trustees the board deliberated and then voted to table the matter to the May 26th meeting.

If the Board selects a funding scenario in which a property tax levy increase is warranted, the rates of the levy must be certified by the Hamilton County Auditor. before it can be placed on the ballot in November. This Resolution would request that the Auditor to certify the levy rates.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 26th day of May, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger and Matthew Wahlert

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

RESOLUTION NO. _____-20

RESOLUTION OF NECESSITY FOR LEVYING AN ADDITIONAL TAX EXCEEDING TEN-MILL LIMITATION FOR THE FIRE DEPARTMENT OF THE TOWNSHIP

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Colerain Township, Hamilton County, Ohio; and

WHEREAS, a resolution declaring the necessity of levying a tax under Ohio Revised Code 5705.19 outside the ten-mill limitation must be passed and certified to the county auditor of Hamilton County in order to permit the Board of Trustees to consider the levy of such a tax and must request that the county auditor certify to the Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax; and

WHEREAS, Ohio Revised Code 5705.19(I) provides that a taxing authority may levy a continuing tax for the purpose of providing for the fire services of the township and its residents; and

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

1. The Board specifically finds and hereby determines that it is necessary to levy an additional tax in excess of the ten-mill limitation for the benefit of Colerain Township for the purpose of providing for the Fire Department of the township, pursuant to section 5705.19(I) of the Revised Code, at a rate of ____ mills for each one dollar of valuation, which amounts to _____ (\$.____) for each one hundred dollars (\$100.00) of valuation; and
2. The Colerain Township Board of Trustees hereby orders that the levy be placed upon the tax lists, in compliance with Ohio Revised Code section 5705.34, for a continuing period pursuant to Revised Code Section 5705.19(3)(a), if a majority of the electors voting thereon vote in favor thereof; and
3. The proposed tax is an additional levy. The additional tax levy is authorized by the provisions of Ohio Revised Code Section 5705.19(I) and would be levied upon the entire territory (both incorporated and unincorporated areas) of Colerain Township, Hamilton County, Ohio; and

4. The Colerain Township Board of Trustees hereby orders that the question of such tax levy shall be submitted to the electors of Colerain Township at the general election to be held therein on November 3, 2020; and

5. The proposed additional tax levy shall be placed upon the tax list and duplicate of 2020 for collection in 2021, if a majority of the electors voting thereon vote in favor thereof; and

6. That the Clerk is hereby directed to certify a copy of this resolution to the Hamilton county auditor and Board of Elections, Hamilton County, Ohio. The Board of Trustees hereby requests that the county auditor certify to this Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax levy if approved by the electors.

7. 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

8. 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.

9. 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 26th day of May, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
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 26th day of May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Public Services

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

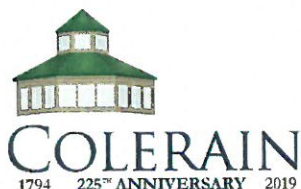
Motion to Authorize the Hiring of a Seasonal Recreation Employees

Recommend approval of all consent agenda items.

Rationale:

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

The recommendation is to approve the hiring of Leah McMillian and Kevin McMillian to assist with summer programming including any summer events. Leah and Kevin have both previously worked with Colerain Township in the summer camp program. Start date for Leah would be May 27, 2020 with a rate of \$15.50/hour. Start date would be May 27, 2020 for Kevin with a rate of \$10.75/hour.



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: 166- Summer Camp Counselor Position Number: 5114- Summer Camp Counselor

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: Kevin McMillian

Hourly rate: \$10.75/hour Employee Supervisor: Tawanna Molter

Min/Max hours/week: 40

Proposed start date: May 27, 2020 Eligibility Date: May 27, 2020

Tentative schedule of hours: M-F 7a-3:30p Sa/Su as needed

Does this position supervise staff? ☐ Yes ☒ No

Comments: Returning Employee

Department Head Name: Jackie O'Connell

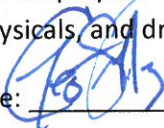
Signature Jacqueline O'Connell

Date: 5/15/2020

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: May 27, 2020

Administrator Signature: 

Date: 5.22.20

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: 12/30/2019

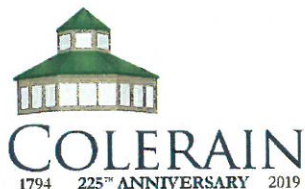
Date posting closed: 5/2020

Interview Committee: Tawanna Molter

Interview dates: 5/16/2020

Number of applications: 6

Number of candidates interviewed: 1



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: 164- Director of Summer Camp Position Number: 5111- Director of Summer Camp

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: Leah McMillian

Hourly rate: \$15.50 Employee Supervisor: Tawanna Molter

Min/Max hours/week: 40

Proposed start date: May 27, 2020 Eligibility Date: May 27, 2020

Tentative schedule of hours: M-F 7a-3:30p Sa/Su as needed

Does this position supervise staff? ☒ Yes ☐ No

Comments: Returning Employee

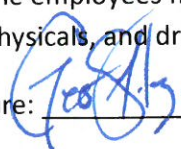
Department Head Name: Jackie O'Connell

Signature Jacqueline A. O'Connell Date: 5/17/2020

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: May 27, 2020

Administrator Signature: 

Date: 5.22.20

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: 12/30/2019

Date posting closed: 5/2020

Interview Committee: Tawanna Molter

Interview dates: 3/10/2020

Number of applications: 7

Number of candidates interviewed: 1

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Adopt Updated Records Retention Schedule

Recommend approval of all consent agenda items.

Rationale:

Colerain Township has several existing records retention schedules that were all adopted at various times over the past three decades. These schedules should be reviewed every five or so years to account for changes in record types.

The attached RC-2 records retention schedule combines all information found on the existing Township's records retention schedules and includes new record types consistent with information established by the Ohio History Connection.

This new schedule has been reviewed by all Department Heads and is consistent with their existing systems and serves as a base line for retention. Duplication and inconsistencies between Departments have been identified and corrected. Department Heads are able to keep records for a longer period than listed in the schedule. The schedule has now also been reviewed and approved by the Township Records Commission, Auditor of State, and Ohio History Connection.

For reference, the prior records retention schedules for the Township can be found here: <https://www.colerain.org/DocumentCenter/View/2210/records-retention-schedules>



Ohio History Connection
State Archives of Ohio
Local Government Records Program
800 E. 17th Avenue
Columbus, Ohio 43211-2474
614.297.2553
localrecs@ohiohistory.org
www.ohiohistory.org/lgr

OHIO HISTORY CONNECTION

Page 1 of 15

May 12 2020

STATE AND LOCAL
GOVERNMENT RECORDS

RECORDS RETENTION SCHEDULE (RC-2)– Part 1

See instructions before completing this form. Must be submitted with PART 2

Section A and Section B must be filled out and signed by local government before submission to the State Archives

Section A: Local Government Unit

Colerain Township

(Local Government Entity)

(Unit)

Geoff Milz

Administrator

5-11-2020

(Signature of Responsible Official)

(Name)

(Title)

(Date)

Section B: Records Commission

See ORC 149.38 – ORC 149.412 for Records Commission information

Records Commission

513-385-7500

4200 Springdale Road

Colerain Township

45251

(Telephone Number)

Hamilton

(Address)

(City)

(Zip Code)

(County)

To have this form returned to the Records Commission electronically, include an email address:

Dunger@colerain.org ; Jbaker@colerain.org

I hereby certify that our records commission met in an open meeting, as required by Section 121.22 ORC, and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

Records Commission Chair Signature

Date

Section C: Ohio History Connection - State Archives

Local Government Records Archivist

5/13/2020

Signature

Title

Date

Section D: Auditor of State

Records Manager

Signature

Title

Date

Please Note: The State Archives retains RC-2 forms permanently. It is strongly recommended that the Records Commission retain a permanent copy of this form

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2*See instructions before completing this form.*

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Agendas	2 Years	Electronic		☐
	Certificates of Estimated Resources	5 Years	Electronic		☐
AD 94-12	Budget Resolutions	Permanent	Electronic		☒
	Annual Financial Reports to Auditor of State	25 Years	Multi		☐
	Annual Inventory	3 Years	Electronic		☐
AD 94-47	Applications for Employment	2 Years; if hired place with personnel record	Electronic		☐
AD 94-5	Appropriations Ledgers	5 years, provided audited	Electronic		☐
AD 94-5	Audit Reports	5 Years	Electronic		☐
AD 94-31	Bank Deposit Slips	4 Years provided audited	Multi		☐
AD 94-8	Bank Statements (Reconciliations)	4 Years provided audited	Electronic		☐
AD 94-9; PD 94-8	Bids (Successful and Unsuccessful)	3 Years provided audited	Multi		☐
	Bond Registers (Revenue Bonds)	20 Years after issue called	Multi		☐
AD 94-10	Bonds (Record of Officials' Oaths and Bonds; Certificates of Oaths; Notices to Officers Elected or Appointed)	10 years after termination of the office or employee	Paper; Electronic		☒

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Bonds (Revenue Redemption Coupons)	2 years after redemption	Multi		☐
AD 94-4	Budgetary and Fiscal Work Sheets	3 years provided audited	Electronic		☐
	Indigent Burial Permits	5 Years	Electronic		☐
AD 94-15; PW 94-10	Cemetery Burial Records; Cemetery Lot Sales; Cemetery Deeds; Cemetery Plats	Permanent	Multi		☒
AD 94-16	Canceled Checks	4 Years provided audited	Multi		☐
AD 94 -17	Cash Books	3 Years provided audited	Multi		☐
	Cemetery Fund Account Records	10 Years provided audited	Electronic		☐
AD 94-55	Certificates of Total Sources for Expenditures and Balances	5 Years provided audited	Electronic		☐
	Certifications of Published Legal Notices	2 Years	Electronic		☐
AD 94-18	Check Registers	4 Years provided audited	Electronic		☐
	Construction Files	15 Years after construction	Multi		☐
AD 94-26; AD 94-27	Contracts/Agreements	15 Years	Electronic		☐
AD 94-114	Employee Time Records	3 Years provided audited	Multi		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2*See instructions before completing this form.*

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Employments Reports for ODJFS	Permanent	Electronic		☐
	Records of Equipment damaged	Life of equipment	Multi		☐
FD 94-42	Gas Slips	1 Year	Electronic		☐
AD 94-82	Insurance Policies	2 Years after expiration; provided all claims are settled	Electronic		☐
AD 94-42; AD 94-85	Inventory; including fleet and title	1 Year until superseded	Electronic		☐
AD 94-48	Lawsuits	5 Years, after decision	Electronic		☐
	Leases	5 Years after expiration	Electronic		☐
FD 94-45	Levy Files	10 Years	Multi		☐
	Maintenance Need Studies	5 Years unless superseded	Electronic		☐
AD 94-71	Minutes	Permanent	Multi		☒
	Pay-ins	4 Years provided audited	Multi		☐
AD 94-54; AD 94-56	Payroll/Earnings/Employment Records	60 Years	Multi		☐
	Permits and Licenses	1 Year after expiration	Multi		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	OPERS Monthly Reports	60 Years	Multi		☐
AD 94-52	Plats and Maps	Until no longer of administrative value	Multi		☒
	Publications	Until no longer of administrative value	Electronic		☐
	Real Estate Data Records	Permanent; Update as available	Multi		☐
	Committee Records	2 Years	Multi		☐
	RC-1, RC-2, RC-3 forms and Records Commission Minutes	Permanent	Multi		☐
AD 94-99	Resolutions	Permanent	Multi		☒
	Semi-annual apportionments of Taxes	5 Years	Multi		☐
	Sick and Vacation Leave Records	4 Years	Multi		☐
AD 94-77	Statement of Account for Per Diem and Services (ORC 505.24)	3 Years provided audited	Electronic		☐
PW 94-76	Subdivision Record Plans	Permanent	Multi		☒
	Tape Recordings of Trustee Meetings	1 Year	Electronic		☐
	Tax Settlements	5 Years	Electronic		☐
	Wage and Salary Report sent to County Auditor	5 Years	Electronic		☐
AD 94-24	Union Contracts	6 Years after expiration	Electronic		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Vehicle Maintenance Reports	Life of the vehicle	Multi		☐
AD 94-63; AD 94-88; AD 94-92; AD 94-125	Vouchers, Invoices, and Purchase Orders	4 Years provided audited	Multi		☐
AD 94-66	W-2 Forms	6 Years	Electronic		☐
	W-4 Forms	Until superseded or employee terminates	Electronic		☐
	Work Schedule	1 Year	Multi		☐
	Workers Compensation Claims	10 Years after date of final payment	Electronic		☐
AD 94-130	Unsolicited transient correspondence, mail, email, and similar communications	Until no administrative value	Multi		☐
AD 94-130	Routine Correspondence: Referral letters, requests for routine information or publications provided to the public agency which are answered by standard form letters	6 months	Multi		☐
AD 94-130	General Correspondence: Includes internal correspondence (letters, memos), also correspondence from various individuals, companies, and organizations requesting information pertaining to agency and legal interpretations and other miscellaneous inquiries. This correspondence is informative (it does not attempt to influence agency policy).	1 Year	Multi		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
AD 94-130	Executive Correspondence: Correspondence of the head of an agency dealing with significant aspects of the administration of their offices. Includes information concerning agency policies, program, fiscal, and personnel matters.	2 Years	Multi		☐
AD 94-131	Copies	Retain until no value	Multi		☐
AD 94-132	Drafts & Informal notes	Retain until no value	Multi		☐
AD 94-133	Professional & Trade Magazines, Catalogs, Reference Publications, and Directories	Retain until no value	Multi		☐
AD 94-136	Insurance correspondence and plan information	Retain until no value or superseded by another plan	Multi		☐
AD 94-137	Voice Mail, Text Messages, & Electronic Images	Retain until no value	Multi		☐
AD 94-3	Annexation Petition	Permanent	Multi		☒
AD 94-7	Background Investigation Files	1 Year	Electronic		☐
AD 94-11	Boundary Maps	Until Superseded	Multi		☒
AD 94-19; AD 94-20	Chronological Records of Trustees, Clerks/Fiscal Officers	Permanent	Electronic		☐
AD 94-23; AD 94-35; AD 94-36	Classification of Jobs, Organizational Chart, Roster, and Employee Census	Until Superseded	Electronic		☐
AD 94-32; AD 94-83; FD 94-88	Personnel Policy and Procedures Manual; SOP Manual	Until Superseded	Electronic		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
AD 94-37	Expenditure and Encumbrance Journals	3 Years provided audit	Electronic		☐
AD 94-39; AD 94-40	Financial Ledger and Reports	3 Years provided audit	Electronic		☐
AD 94-41; AD 94-60; AD 94-61	Pension Information	60 Years	Electronic		☐
AD 94-49	Lighting District	Until superseded	Electronic		☐
AD 94-50; PD 94-46	Liquor Control	Until superseded	Multi		☐
AD 94-62	Unemployment information	10 years after date of final payment	Electronic		☐
AD 94-68	Media Information files, including social media	Until no administrative value	Electronic		☐
AD 94-78	Personnel Records	60 Years	Multi		☐
AD 94-79	Petitions	5 Years	Electronic		☐
AD 94-95; AD 94-96	Receipts and Receipt Journals	3 Years	Electronic		☐
AD 94-109	Statistical Data File	Until no administrative value	Electronic		☐
AD 94-111	Tax Increment Files	5 Years	Multi		☐
AD 94-113	Titles to sold or transferred vehicles	Until transferred	Multi		☐
AD 94-115	Property Information (deeds, restrictions, titles, plans, blueprints)	Permanent	Multi		☒

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
AD 94-120	Unsolicited proposals	1 Year	Electronic		☐
	Social Media Posts	Until no administrative value	Electronic		☐
FD 94-1; PD 94-1; PD 94-2; AD 94-122	Accident Files	2 Years, provided no claims pending	Electronic		☐
	Alarm Response Reports	5 Years, provided no action pending	Electronic		☐
	Apparatus Check List; Equipment Maintenance Records	Life of the equipment	Multi		☐
FD 94-5	Fire Arson Files	Permanent	Multi		☒
	Civilian Casualty Reports	5 Years	Electronic		☐
	Emergency Medical Squad Reports	7 Years, provided no action pending	Electronic		☐
	Fire Code	Until Superseded	Paper		☐
	Fire and Loss Records	5 Years	Electronic		☐
	Fire Inspection Reports	Life of the structure	Multi		☐
FD 94-46	Fire Reports/Run Records	5 Years, provided no action pending	Electronic		☐
	Firework Permits	30 days after expiration	Electronic		☐
FD 94-53	Fire Hose Records	Until Superseded	Electronic		☐
FD 94-56	Hydrant Location Records	Permanent	Electronic		☒
FD 94-57	Hydrant Maintenance Records	10 Years	Paper; Electronic		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2*See instructions before completing this form.*

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Incident Reports	5 Years	Electronic		☐
FD 94-59	Insurance Claim Files	2 Years after settlement	Multi		☐
AD 94-93	Radio/Phone Call Recordings	Until no administrative value	Electronic		☐
FD 94-113	Truck Mileage and Repair Records	Life of the vehicle	Electronic		☐
FD 94-117	Fire and EMS Violation Notices	1 Year after correction	Electronic		☐
FD 94-6	Building Sprinkler Information	Life of the Structure	Electronic		☐
FD 94-9; PD 94-9	Blotter Books	5 Years	Electronic		☐
FD 94-13	Burn Permits	1 Year	Electronic		☐
FD 94-17	Fire Case Log – Address, Photos, Date, Owner, Cause, Type of Fire	5 Years	Electronic		☐
FD 94-18	Career Firefighter Test	Until Superseded; merge with personnel file when hired	Electronic		☐
FD 94-21	Chemical Library, HazMat Materials, and MSDS	Until Superseded	Electronic		☐
FD 94-26	Crisis Plan	Until Superseded	Electronic		☐
FD 94-33	Drug Inventory	5 Years	Electronic		☐
FD 94-34	Drug License	Until Superseded	Multi		☐
FD 94-36	Emergency Procedure Manual	Until Superseded	Electronic		☐
FD 94-40	FERMCO/Fernald Information	1 Year	Paper; Electronic		☐
FD 94-41	Fire Pumper Tests/Stream Tables	Life of the Equipment	Multi		☐
FD 94-55	House Burning Training Records	Permanent	Multi		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
FD 94-94	State Fire Reports	5 Years	Multi		☐
FD 94-101	Hamilton County Arson Task Force	Permanent	Multi		☒
PD 94-20; PD 94-55	Activity Sheets	2 Years	Paper; Electronic		☐
PD 94-5	Arrest Cards	Until person is over 80 or deceased; unless expunged	Electronic		☐
	Breathalyzer Records	7 Years	Paper; Electronic		☐
	Child Abuse Case Reports	7 Years	Electronic		☐
SR 94-8; PD 05-2; AD 94-25	Complaint Reports	2 Years, provided no action pending	Electronic		☐
PD 94-11	Criminal Case Files & Offense Reports - Felonies	20 Years, provided no action pending; unless expunged	Electronic		☐
PD 94-11; PD 94-36	Criminal Case Files & Offense Reports - Misdemeanors	3 Years, provided no action pending; unless expunged	Electronic		☐
PD 94-24	Field Interrogation Cards	6 Years	Electronic		☐
	Firearm Records and Inventories	3 Years	Electronic		☐
PD 94-61	House Checks	1 Year	Electronic		☐
PD 94-27	Incident logs (Police)	7 Years; unless expunged	Electronic		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Jail Log	7 Years	Electronic		☐
	Juvenile Arrest Cards	7 Years; unless expunged	Electronic		☐
	Master Name Index	Permanent; unless expunged	Electronic		☒
PD 12-10	Missing Person Report	20 Years or until found	Electronic		☐
PD 12-11	Pre-employment verification paperwork for Police hires	5 Years	Electronic		☐
	Prisoner Booking Tapes	45 days	Electronic		☐
PD 94-49	Recovered Property Records	2 Years after disposal	Electronic		☐
AD 94- 126; PD 94-64	Subpoenas, Summonses, and Warrants	3 Years or Until Discharged	Electronic		☐
PD 12-1	Tow Tickets	3 Years after paid	Multi		☐
	Traffic Crash Reports	Until no administrative value	Electronic		☐
PD 94- 12; PD 94-66	Traffic Citations	3 Years	Multi		☐
	Vehicle Impound Records	3 Years	Multi		☐
PD 94-17	Unofficial Juvenile Court	Until 18 Years of Age	Multi		☐
PD 12-4	Court Notification Sheets	2 Years	Electronic		☐
PD 94-21	Expungements	Until no administrative value			☐
PD 94-60	UCR Reports	Until no administrative value	Electronic		☐
PD 12-2	Lockout Release Form	2 Years	Paper; Electronic		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
PD 12-3	Humane Kill Forms notifying of wild animal kill	2 Years	Paper; Electronic		☐
PD 12-5	Internal Dispatch Log	2 Years	Electronic		☐
PD 12-8	CALEA Proofs	One addition accreditation cycle	Electronic		☐
PD 12-12	Video Surveillance	30 Days	Electronic		☐
PD 12-13	RMS Records	7 Years	Electronic		☐
PD 12-14; PD 15-1	In Car Camera Video & Body Camera Video	30 Days	Electronic		☐
	Property Room Entry Log	5 Years	Paper; Electronic		☐
PD 19-16	Training Records	60 Years	Electronic		☐
	Blacktopping and Resurfacing Records	Permanent	Paper; Electronic		☒
AD 94-33	Easements	Until superseded	Paper; Electronic		☒
AD 94-127; PW 94-35	Job Orders; Work Requests	3 Years after completion	Electronic		☐
PW 94-39; PW 94-74	Road Improvement Records (ORC 5575.09; 507.05)	Permanent	Paper; Electronic		☒
PW 94-43	Partial Depth Sheets	Until no administrative value	Multi		☐
PW 94-36	Utility Permits	1 Year after expiration	Multi		☐
PW 94-58	Road Pavement Study	Until no administrative value	Electronic		☐
PW 94-65	Salt Tickets	Until no administrative value	Multi		☐

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
PW 94-67	Sign Inventory	Until superseded	Electronic		☐
AD 94-105; PW 94-58	Road Mileage/Log Reports	5 Years	Multi		☐
	Road Tax Records	Until superseded			☐
SR 94-7	Change Orders	15 Years	Multi		☐
SR 94-15	Equipment Warranty Information	Life of the Equipment	Multi		☐
SR 94-25; SR 94-27	Park Information, reservations, forms, and permits	1 Year	Multi		☐
SR 94-30	Play Equipment Records & Inspections	Life of the equipment	Multi		☐
SR 94-31	Public Spray Operator	2 Years	Multi		☐
SR 94-75	Storm Drain Inspection Reports	Permanent	Multi		☐
PW 94-77	Right of Way Requests	Permanent	Multi		☐
PW 94-78	Storm Sewer Files	Permanent	Multi		☐
PW 94-80	Tree Removal Requests	Until of no administrative value	Multi		☐
PW 94-81	Utility Maps, Plans, street files	Permanent	Multi		☒
	Applications for Condition Use	Permanent	Multi		☒
	Applications for Variance	Permanent	Multi		☒
	Board of Zoning Appeals Files	Permanent	Multi		☒
	Board of Zoning Appeals Minutes	Permanent	Multi		☒
	Certificates of Approval and Plans	Permanent	Multi		☒

Section E: RECORDS RETENTION SCHEDULE (RC-2) – Part 2

See instructions before completing this form.

(Local Government Entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
	Zone Change Requests	5 Years, provided no action pending	Multi		☐
AD 94-89	Zoning Complaint Forms	5 Years, provided no action pending	Multi		☐
	Legal Opinions	Until of no administrative value	Electronic		☒
	Nuisance Abatement Records	5 Years, provided no action pending	Multi		☐
AD 94-80	Permit Applications	1 Year after decision	Multi		☐
	Permit Records	Permanent	Multi		☐
AD 94-13	Building Plans	Until of no administrative value	Multi		☐
AD 94-128	Land Use	Permanent	Multi		☒
SR 94-22	Notices of Violation	Until of no administrative value	Multi		☐
SR 94-32	Sign notices, permits, and Violations	1 Year after correction; 1 Year for permit	Multi		☐
	Planning and Zoning Township Wide Plans – including Sidewalk plan, Comprehensive plan, etc.	Until Superseded	Digital Paper Multi		

Audited means: the years encompassed by the records have been audited by the Auditor of State and the audit report has been released pursuant to Sec.117.26 O.R.C

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Acceptance of Monetary Donation to the Fire Department

Request authorization to accept a \$300.00 donation.

Rationale:

The request to accept a monetary donation (personal check) is from: Trustee Matt Wahlert.

Matthew H wahlert
3650 Vernier Dr
Cincinnati, OH 45251

5001

25-2/440

CHECKSAFE

PAY TO THE
ORDER OF

5/22 2020
Clermont Township Public Dept. \$ 300.00

Three hundred and 00/100 DOLLARS

Huntington Bank

FOR

Qtr 1 2020 donation MHL

Matthew H wahlert
3650 Vernier Dr
Cincinnati, OH 45251

5002

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CONSENT ITEMS

Department: Fire

Department Head: Mark Denney, Police Chief

Motion to Authorize Acceptance of Monetary Donation to the Police Department

Request authorization to accept a \$300.00 donation.

Rationale:

The request to accept a monetary donation (personal check) is from: Trustee Matt Wahlert.

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