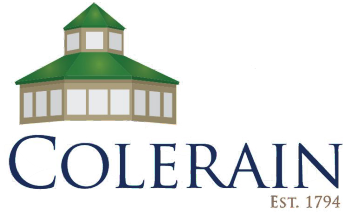


Regular Meeting of the Board of Trustees - September 8

September 8, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7:00 PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes from August 25, 2020**
- 5. Presentations**
 - a. Presentation by Hamilton County Sheriff Bryan Peak on Environmental Crimes Task Force
 - b. Presentation by City of Springdale Police Chief Thomas Wells
 - c. Swearing-In of Fire Chief Allen Walls
 - d. Swearing-In of Sergeant Dean Doerflein
 - e. Presentation of Retirement Proclamation to Firefighter Paramedic Jerome W. Robinson
 - f. Presentation of Colerain Township/Colerain Community Association Yard Award to Rose Speicher
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. New Business**
 - Public Safety**
 - a. Motion to Purchase Forensic Equipment from TriTech Forensics
 - Public Services**
 - a. Motion to Authorize the Township Administrator to Sign an Agreement with Strawser Construction for Cape Sealing of Township Streets
 - b. Motion to Authorize the Township Administrator to Execute Contract Addendum with Human Nature for Professional Services Related to the Colerain Park Playground Replacement Project
 - c. Motion to Authorize the Township Administrator to Execute an Agreement with Municipal and Contract Sealing Products for the Common Circle Liner Repair



- d. Motion to Authorize the Township Administrator to Sign Agreement with Integrated Engineering for Completion of Two ODOT Safety Grants

Planning & Zoning

- a. Resolution Declaring Nuisance and Ordering Abatement

Administration

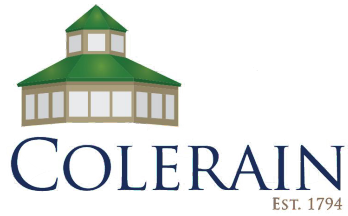
- a. Resolution Authorizing the Adoption of Appropriations- Coronavirus Aid, Relief, and Economic Security (CARES) Act
- b. Motion to Send Letter to State Delegation Requesting Adoption of the State Capital Budget
- c. Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with Hamilton County for the Establishment of a Temporary Backup 911 Facility in Colerain Township
- d. Consideration of a Motion to Renew and Extend Law Director
- e. Motion to Authorize the Township Administrator to Release a Request for Qualifications for Engineering Services
- f. Motion Authorizing Township Administrator to Apply for ODOT Permit for I-275 Improvements
- g. Motion to Authorize Township Administrator to sign Letter of Intent for Electric Charging Stations
- h. Motion to Waive the Rental Fee for the Rental of the Colerain Park Amphitheater for Cub Scout Pack 710 to Use for their Pinewood Derby

10. Old Business

- a. Discussion - Solid Waste and Recycling Contract
- b. Discussion - 2021 Strategic Plan and Legislative Priorities
- c. Discussion - Trash and Debris Remediation Processes & Alternatives
- d. Resolution Amending Property Maintenance Resolution

11. Consent Items

- a. Promotion - Assistant Chief - Department of Fire & EMS
- b. Promotion - Lieutenant - Department of Fire & EMS
- c. Donation Acceptance - Police Department - \$300.00
- d. Donation Acceptance - Fire Department - \$300.00



e. Donation Acceptance - Department of Fire & EMS -\$50.00

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

COLERAIN

PRESENTATIONS

Department: Administration

Department Head:

Presentation by Hamilton County Sheriff Bryan Peak on Environmental Crimes Task Force

Rationale:

Brian Peak of the Hamilton County Environmental Crimes Task Force will provide a presentation on the role of the Task Force, the criminal court process used by the Task Force, and the partnership/past successes between the Task Force and Colerain Township.

PRESENTATIONS

Department: Police

Department Head:

Presentation by City of Springdale Police Chief Thomas Wells

Springdale Police Chief Thomas Wells wishes to make a presentation to the Board in reference to Colerain Police Department's response to their line of duty death.

Rationale:

PRESENTATIONS

Department: Fire

Department Head:

Swearing-In of Fire Chief Allen Walls

Rationale:

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Swearing-In of Sergeant Dean Doerflein

Promotion of Police Office Dean Doerflein to Support Services Sergeant.

Rationale:

The position, promotion and job description were approved by the Board at the 8/11/2020 Regular Board of Trustees meeting.

PRESENTATIONS

Department: Fire

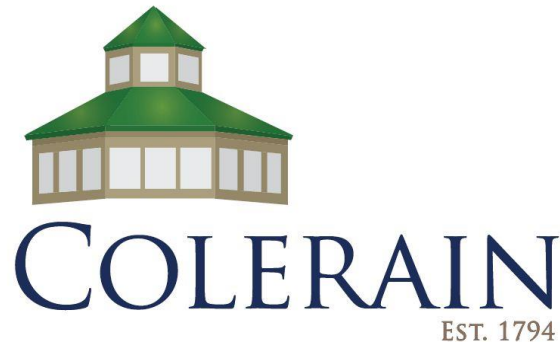
Department Head: Allen Walls, Fire Chief

Presentation of Retirement Proclamation to Firefighter Paramedic Jerome W. Robinson

Rationale:

Recognize retired Firefighter Paramedic Jerome W. Robinson for his over 38¼ years of service to the community.

**PROCLAMATION FOR
FIREFIGHTER PARAMEDIC JEROME W. ROBINSON FOR HIS YEARS
OF DEDICATED SERVICE TO COLERAIN TOWNSHIP, OHIO**



- Whereas** Firefighter Paramedic Jerome W. Robinson was hired on May 16th of 1982 as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and
- Whereas** Firefighter Paramedic Jerome W. Robinson has demonstrated professionalism, allegiance, service, commitment and excellence through his contributions as a firefighter, emergency medical technician paramedic, leader, program manager, employee, and friend during his tenure with the Department; and
- Whereas** Firefighter Paramedic Jerome W. Robinson retired on August 31st, 2020, after more than 38 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Firefighter Paramedic Jerome W. Robinson as an outstanding employee and that he contributed greatly to our community during his long tenure of public service.

Be it further resolved that in recognition of all that Firefighter Paramedic Jerome W. Robinson has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, September 8th, 2020 as a special day of recognition for Jerome W. Robinson to acknowledge his contributions to our community and wish him continued success in retirement.

Raj Rajagopal
Trustee

Dan Unger
Trustee

Matt Wahlert
Trustee

Date: July 28, 2020

PRESENTATIONS

Department: Administration

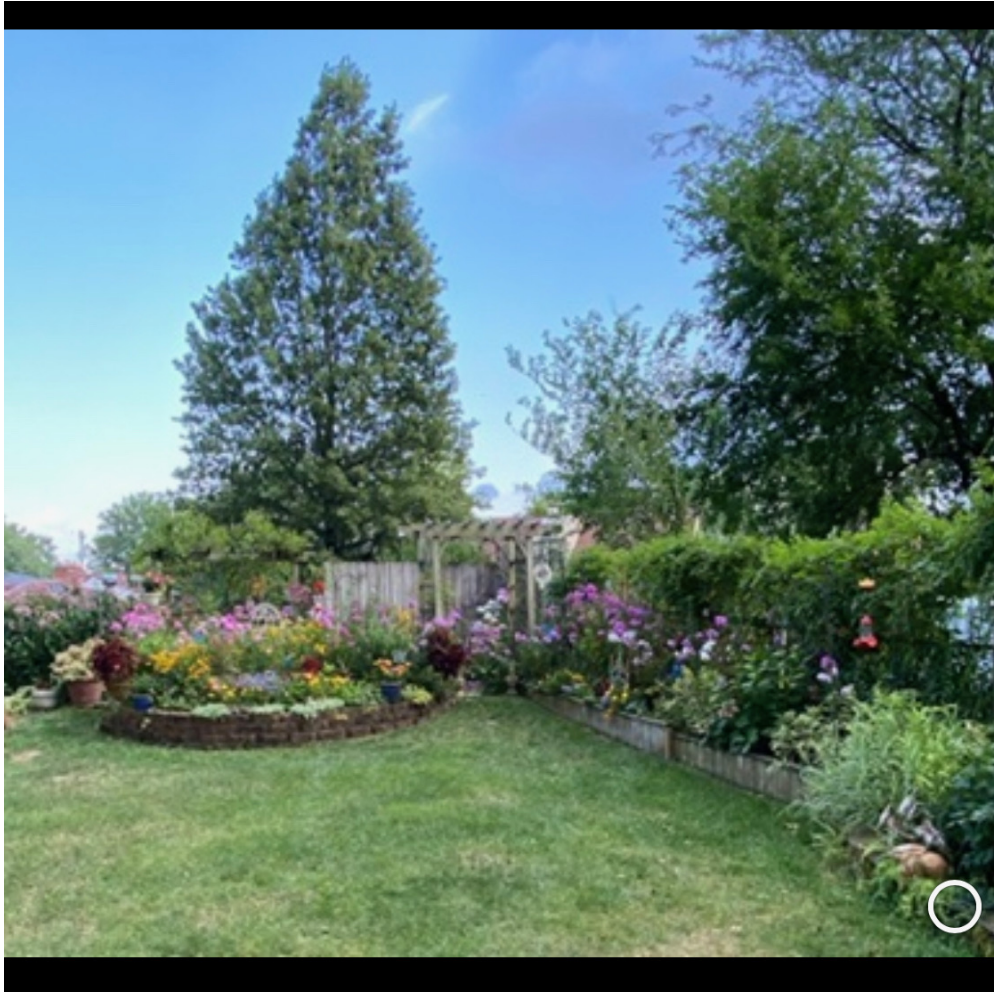
Department Head: Mike Ionna, Director - Planning and Zoning

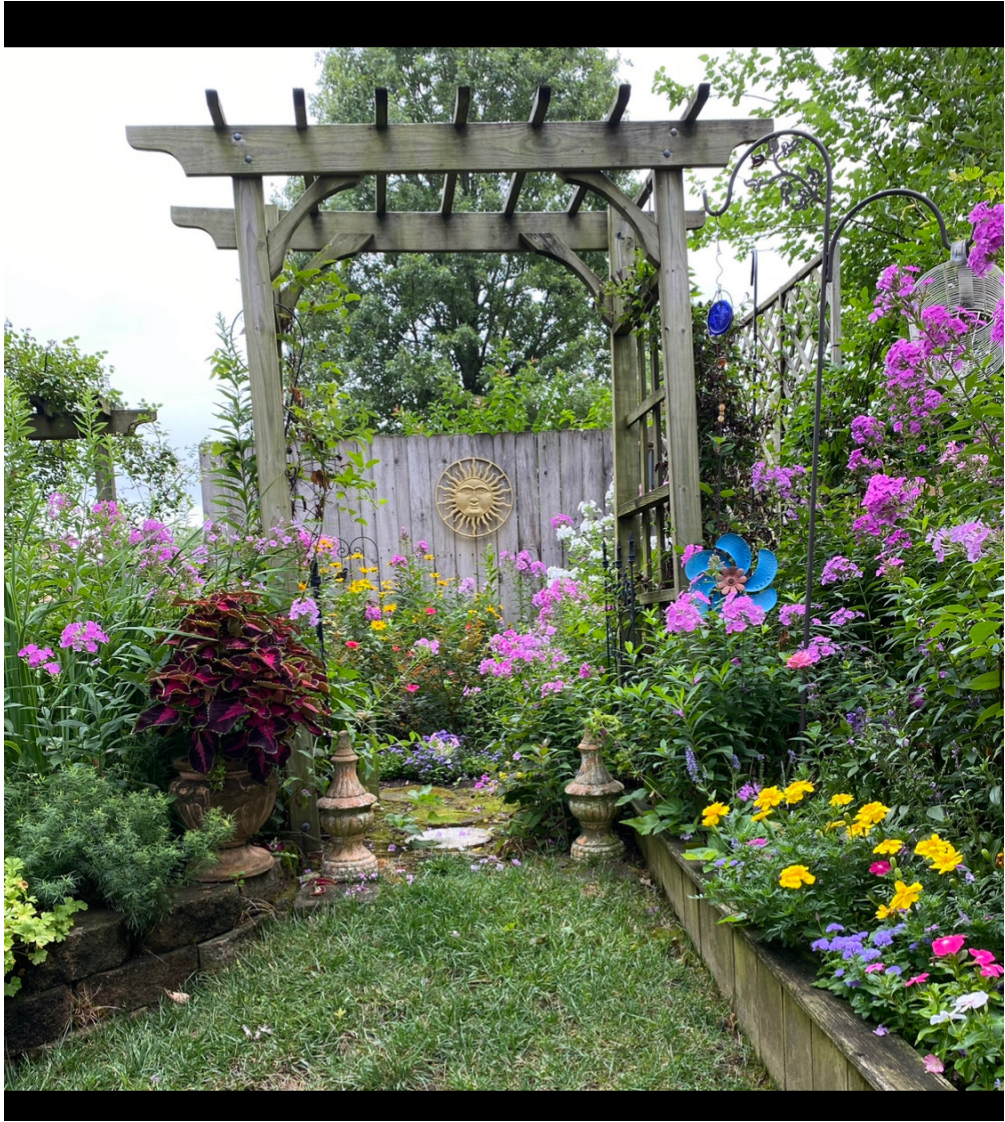
Presentation of Colerain Township/Colerain Community Association Yard Award to Rose Speicher

Rationale:

Colerain Township and the Colerain Community Association revived the beautiful yard award program last year as part of the Township's 225th Anniversary.

This award program allowed residents and property owners to be recognized for their hard work and the efforts taken to beautify the Township. Residents were allowed to nominate up properties, with the Colerain Community Association picking winner!







PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Purchase Forensic Equipment from TriTech Forensics

Recommend adoption of a motion permitting the purchase of forensic evidence processing equipment from TriTech Forensics in the amount of \$17,281.

Rationale:

The items requested are a blood drying cabinet for clothing and a cyanoacrylate fuming chamber with filters. These items allow for the processing of blood and fingerprint evidence while protecting the officers from exposure. Three quotes were obtained and the other two quotes both exceeded \$20,000.

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Authorize the Township Administrator to Sign an Agreement with Strawser Construction for Cape Sealing of Township Streets

Recommend adoption of a motion authorizing the Township Administrator to sign the attached agreement with Strawser Construction for cape sealing on Brockton, Cobblechase and Squirrelsnest.

Rationale:

Cape sealing costs are included as part of the ODOT Cooperative Purchasing Program (contract 101G-21), of which municipalities may participate. Strawser Construction is providing the state contract pricing for this service. This will help to extend the life of the pavement on these streets. The total cost of this project is \$191,972.05.



1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"



PROPOSAL

8/18/2020

Colerain Twp
4200 Springdale Rd
Colerain Twp, OH 45251
513-385-7500
joconnell@colerain.org

Colerain Twp Cape Seal 2020 Project

Dear Jackie O'Connell

Strawser Construction Inc. is pleased to present the following proposal for your review.
We will furnish all labor, equipment and materials to complete the following scope of work:

Light Cape Seal

Clean pavement to be free of debris and vegetation. Install one layer of #9 chip seal @.32gal/sy using CRS2-P emulsion.
Roll with rubber tire roller and sweep all loose stone. Install Blackmat @ 20lb/sy. This item is contracted via ODOT 101G Purchasing agreement.

Pavements to be treated

Niagara St from Pippin Rd to Springdale Rd 16,419sy

Cape Seal

Clean pavement to be free of debris and vegetation. Install one layer of #8 chip seal @.38gal/sy using CRS2-P emulsion.
Roll with rubber tire roller and sweep all loose stone. Install Blackmat @ 20lb/sy. This item is contracted via ODOT 101G Purchasing agreement.

Pavements to be treated

Brockton Dr from Poole Rd to 3810 Brockton Dr 3,943sy
Cobblechase Ct from Brockton Dr to end 1,745sy
Squirrelsnest Ln from Dunlap Rd to end 9,220sy

Type of Work	Quantity	Unit of Measure	Unit Price	Extension
Light Cape Seal	16419	SY	\$5.99	\$98,349.81
Cape Seal	14908	SY	\$6.28	\$93,622.24
#REF!				\$0.00

Total Project Extension

\$191,972.05



1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"

Conditions:

- * Proposed quantities are based on site conditions on: 8/17/2020
- * Prices are based on 1 mobilization. Work to be completed in 2020
- * Unit Price items will be billed per installed quantities.
- * Prices include sales tax if project is not tax exempt.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation, Construction Contract Exemption Certificate, if applicable.

Please call with any questions.

Thank you,

Kyle Stricker
Strawser Construction Inc.
513-520-0909
kstricker@terryasphalt.com

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

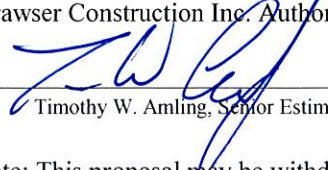
Above Unit Prices

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

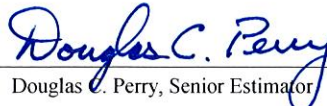
This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

Strawser Construction Inc. Authorized Signatures:



Timothy W. Amling, Senior Estimator

Date: 8/19/2020



Douglas C. Perry, Senior Estimator

Date: 8/19/2020

Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisal, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained shall bind the parties hereto.

Acceptance of Proposal – The above prices, specifications and

conditions are satisfactory and are hereby accepted. You are authorized to do

Name and Title: _____

the work as specified. Funds are available and payment will be made as outlined above.

Please Print

Date of Acceptance: _____

Authorized Signature: _____

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

PUBLIC SERVICES

Department: Public Services

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

Motion to Authorize the Township Administrator to Execute Contract Addendum with Human Nature for Professional Services Related to the Colerain Park Playground Replacement Project

Recommend adoption of a motion authorizing the Township Administrator to sign the attached agreement addendum with Human Nature.

Rationale:

This contract addendum will accommodate the change in scope in the initial contract for the development of construction documents and bid specifications for Phase Two of the Colerain Playground Replacement Project. This addendum will also cover cost for evaluation of the bid specifications and oversight of the construction of the playground for phases one and two. The total cost of this addendum is \$17,300.



Human Nature, Inc.
 990 St. Paul Drive
 Cincinnati, OH 45206
 P: 513.281.2211 F: 513.281.2243
 www.humannature.cc

Addendum #2 to Contract

DATE: 19 August 2020	RE: Colerain Megaland Playground
TO: Jackie O'Connell, Public Services Director	

Human Nature, Inc. is submitting the following Addendum to our Prime Contract dated June 14, 2019. Specifically, this Addendum covers additional services related to the Township's leadership direction to provide Phase 2 construction documents and construction services for Phase 1 and 2. As you know, Human Nature's design efforts were focused on an overall master plan, revisions to the master plan based on Township redirection, division of construction documents into two different phases. However, our original agreement was only to include construction documents for a Phase 1. After direction from the Township and clarification of funding, the Township asked us to produce construction documents for both Phase 1 and Phase 2 so that they could be bid together but remain as independent projects if the funding for Phase 2 was not secured from the State. After agreement on the master plan, it was determined that Phase 1 would have a construction budget of \$350,000 and Phase 2 would be \$500,000. Therefore, we would like to request additional fees to cover the additional scope of work to produce Phase 2 construction documents parallel with Phase 1 documents (already included in our original agreement) and also include the services of a civil engineer for grading and drainage in preparation for permit application. Also, the Township has asked that we be included in the bidding process and construction observation. The additional scope items include:

- Task 1: Phase 2 construction documents and cost estimating
- Task 2: Civil Engineer participation for grading and drainage
- Task 3: Bidding assistance – prepare bid documents, review and evaluate bids
- Task 4: Construction Observation – review contractor submittals, answer RFIs, site visits to review construction progress to ensure project design intent is being realized (this is not inspection of conformance to building code or playground safety requirements), participation in Owner/Contractor construction meetings as requested

We are requesting additional fees to cover these tasks. We estimate our additional anticipated fees will not exceed **\$17,300**, including expenses for the scope outlined above. All other provisions of the Prime Contract apply. A breakdown of the fees per task is as follows:

- Task 1: \$3,300
- Task 2: \$5,000
- Task 3: \$1,500
- Task 4: \$7,500

Additional support for the estimated fees is as follows:

- Task 1 is a greatly reduced fee from a standard construction document process because of the savings that is being realized with producing the construction documents for Phase 1 and Phase 2 in parallel to one another.
- Task 4 is assuming approximately 60 hours of time throughout the construction process and assuming a 2-3 month construction schedule.

Thank you for considering this expansion of our fees to correlate with the scope. We look forward to continuing our collaboration and to seeing the implementation thought for this important project. If this agreement is acceptable, please indicate your approval by signing below and returning a signed copy to me.

Respectfully submitted:



Christopher Manning, FASLA, Principal
Human Nature, Inc.

Accepted
Colerain Township

Date

PUBLIC SERVICES

Department: Public Services

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

Motion to Authorize the Township Administrator to Execute an Agreement with Municipal and Contract Sealing Products for the Common Circle Liner Repair

Recommend adoption of a motion authorizing the Township Administrator to execute the attached agreement with Municipal and Contract Sealing Products for the final element of the Common Circle drainage pipe repair.

Rationale:

The headwall for the Common Circle drainage pipe was repaired earlier this spring and quotes were requested for lining the pipe to finish the project and slow the pipe deterioration. The \$20,000 bid from Municipal and Contractors Sealing Products was the only quote received.

The company comes recommended, the work is budgeted, and the quote is acceptable to staff.

**Municipal & Contractors Sealing Products**

7740 Reinhold Drive

Cincinnati, Ohio 45237

Phone: (513)482-3300, Fax: (513)482-3309

July 16, 2020

PROJECT NAME: ODOT: D04 - CUL - FY2020 LARGE DIAMETER PIPE REHABILITATION

Municipal & Contractors Sealing Products, Inc. proposes the following pricing on the above referenced Project.

PRICING QUOTE				
ITEM	DESCRIPTION	EST.QTY	UNIT PRICE	TOTAL
	PIPE REHAB of the invert, APPROX 50 feet	1	\$20,000.00	\$20,000.00

The above pricing includes the following contingencies:

- 1 By-pass & traffic control is to be provided by MCSP
- 2 The above pricing is valid for 30 days from the date of the quote.

Terms & Conditions

1. If requested, a general Certificate of Insurance will be provided.
2. Neither party shall be liable to the other for any consequential damages relating to or arising out of the Contract.
3. The work quoted in this proposal will be in conformance with all plans & specifications. This quote is subject to negotiation and agreement of the parties on other terms and conditions.
4. Quantities are estimates but if the actual quantities are decreased by more than the estimated quantities, then Municipal & Contractors Sealing Products, Inc. reserves the right to request an adjustment to the unit price of that line item. Each additional foot would be a charge of \$400 a foot
5. When applicable, monthly progress and partial payment requests will be submitted for the work completed during the specified time period. The General Contractor is responsible for submitting these payment requests to the Owner within 14 days of the receipt of the requests.
6. Payments are due within 30 days of the invoice date and/ or within 7 days after the General Contractor receives payment from the Owner.

PW PROJECT YES NO

Offered by:

Municipal & Contractors Sealing Products

Company

Drew O'Connor

Signature

Drew O'Connor, Vice President

Printed Name/ Title

Accepted by:

Date: _____

Company

Signature

Printed Name/ Title

This accepted proposal constitutes a formal contract and must be signed and received back by this office before any work will be performed on the Project.

PUBLIC SERVICES

Department: Public Services

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

Motion to Authorize the Township Administrator to Sign Agreement with Integrated Engineering for Completion of Two ODOT Safety Grants

Recommend adoption of a motion authorizing the Township Administrator to sign the attached agreement with Integrated Engineering.

Rationale:

This agreement gives Integrated Engineering authorization to develop and submit two ODOT Safety Grants on behalf of Colerain Township.

The first project is an access road between Redskin and Springdale. This would also involve the closing of the associated driveways on Colerain Avenue, per the Colerain Corridor Plan adopted in January 2020.

The second project is a traffic study to investigate the strategic implementation of bus bays (bus pull offs) along Colerain Ave, per the Colerain Corridor Plan.

Integrated Engineering is the same firm that engineered and submitted the successful Pippin Road Sidewalk Safety Grant.

The next round of applications are due mid-September 2020.

TERMS AND CONDITIONS

Project Name	HSIP Grant Applications
Project Location	Colerain Avenue and Redskin to Springdale, Colerain Township, OH

Owner Information		Site Owner Information (if other than Owner)	
Owner Name	Colerain Township	Owner Name	
Full Address	4200 Springdale Road Colerain Township, OH 45251	Full Address	
Telephone	513 385 7500	Telephone	
E-mail	gmilz@colerain.org	E-mail	
Fax		Fax	

It is hereby mutually agreed by and between Integrated Engineering, PLLC, hereinafter called "Engineer" and the aforementioned "Owner", that engineer shall furnish the professional services for payment by the Owner in accordance with the "Terms and Conditions" and by reference "Proposal" (collectively, the "Services") subject to the terms listed on this page and pages 2 hereof. For purposes herein, the term "Site" shall mean Project listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by Engineer of this signed agreement shall constitute the Owner's Authorization to Proceed and agreement of the "Terms and Conditions" hereunder.

1. Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such completed Services as set forth in Paragraph 2.

with the additional service rates, expenses, and disbursements. Collection costs will be added to the outstanding principal as of the date the cost is incurred and will become immediately due.

2. Payment Procedures

- A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. The invoice shall demonstrate the services provided over the invoiced period of time.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Disputed Invoices. The Owner shall notify the Engineer within 15 days of receipt of invoice should the invoice contain charges the Owner intends to dispute. The Owner may withhold only that portion so contested, and must pay the undisputed portion within 30 days.
- D. Owner agrees that all documents and electronic data of any nature furnished to Owner or Owner's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever.
- E. Collections. In case of default in the payment of any principal or interest due under this contract, Owner will pay to Engineer such further amount as will be sufficient to cover the cost and expenses of collection, including, without limitation, reasonable attorney's fees, and engineer's staff fees to compile documents in accordance

3. Additional Services

- A. If authorized in writing by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4. Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 1. For cause
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 1. Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 2. Upon seven days written notice if the Engineers services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineers control.
 3. Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.A.1.a if the party receiving such notice begins, within seven days

of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by owner effective upon the receipt of notice by Engineer.

- B. The terminating party under paragraphs 4.A.1 or 4.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5. Controlling Law

- A. This Agreement is to be governed by the law of the Commonwealth of Kentucky in which the Project is located.

6. Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7. General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. The location of utilities shown on the Topographic Surveys, ALTA/ACSM Surveys is based on observed evidence found on the Site at the time of the survey. The Engineer shall contact the States Underground Protection company prior to the survey. If the Owner so desires, at his/her sole discretion hire a private party to locate underground utilities, 48hrs prior to the field survey. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the Owner is advised that excavation may be necessary. The Engineer neither guarantees nor assumes liability for subsurface utilities.
- C. Engineer shall not at any time supervise, direct or have control over any contractor's work, nor shall Engineer have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or of any contractors agents or employees or any other persons. (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents whether or not the Project is completed
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8. Total Agreement

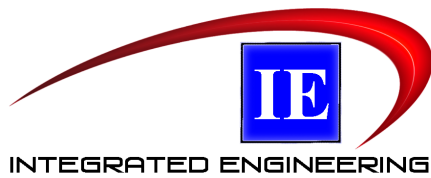
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended supplemented, modified, or canceled by a duly executed written instrument.

Accepted this _____ day of _____, 20____

Print Owner Name: _____

Signature: _____

Date Signed: _____



INTEGRATED ENGINEERING

August 21, 2020

Geoff Milz
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject: Highway Safety Improvement Program Applications

- **Bus Hubs on Colerain Avenue**
- **Access Road Connecting Redskin and Springdale Roads**

Dear Mr. Milz,

Integrated Engineering would like to thank you for the opportunity to submit a proposal for the professional services associated with completing the HSIP grant applications associated with new bus hubs on Colerain Avenue and a new access road that would connect Redskin and Springdale Roads. Based on our understanding of the information that has been provided, our discussion with ODOT, and our experience in working on similar projects, we propose the following scope:

Grant Application

Integrated Engineering will perform all the necessary services to complete both grant applications and get them submitted to ODOT by the September 14, 2020 deadline. This will include the following for each application:

- Cover Sheet/1 Page Summary of the Project
- Safety Study/Report
- District 8 Safety Summary Sheet
- HSIP Application and Scoring Tool
- Relation to Ohio Strategic Highway Safety Plan
- ECAT files (Full Report and Benefit Cost Analysis)
- Engineer's cost estimate
- Project Schedule
- Crash Analysis
- Crash Diagram
- Project Exhibits
- Any Necessary Meetings or Phone Conferences

Total Lump Sum Base Fee

\$10,850

Additional Services Rates: Any additional services beyond what is defined in this proposal will be billed according to the following rates:

Principal In Charge	\$160.00 per hour
Project Manager	\$140.00 per hour
Project Engineer (PE)	\$130.00 per hour
Professional Land Surveyor (PLS)	\$115.00 per hour
Project Engineer (EIT)	\$110.00 per hour
Engineering Technician	\$95.00 per hour
2 Person Field Crew (Party Chief & Instrument Person)	\$170.00 per hour
1 Person Robotic Crew / GPS	\$135.00 per hour
Construction Observer	\$85.00 per hour

Exclusions to Scope of Work:

It is understood that Integrated Engineering shall not be providing any of the following services as part of this project unless specifically directed by the Owner and authorized by an amended agreement:

Boundary or ALTA Surveys
Traffic Study or Traffic Engineering Report
Geotechnical Exploration
Construction Administration and Inspection
Construction Staking
Environmental Assessments
Permitting and Recording Fees
GIS Mapping Fees
Bid Specifications or Bid Forms

Any item not specifically outlined above in our scope of services.

Closure

Integrated Engineering, PLLC appreciates the invitation to submit a proposal for this project. If you are in agreement, you may authorize our services by signing the attached Terms and Conditions Contract. If revisions to the proposed scope of work are necessary, please call me at (859) 912-1920. We understand that this project will need to be completed on a short schedule; therefore we are scheduled to begin working on this immediately after given official notice to proceed by your official authorization of our services. Thank you for giving us the opportunity to offer you our service and look forward to serving your needs.

Sincerely,



Mike Yeager, PE, MPA
NKY Office Branch Manager

Attachments: Terms & Conditions Contract (2 pages)

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:

2966 Cranbrook
2575 Crest
2920 Crest
10320 Fay
11431 Gravenhurst
9710 Loralinda
3108 Niagara
3159 Niagara
3484 Niagara
9753 Stadia
2562 Springdale
9841 Crusader

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 eighth day of September, 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>
2966 Cranbrook	510-0014-0158-00
2575 Crest	510-0021-0298-00
2920 Crest	510-0024-0024-00
10320 Fay	510-0113-0419-00
11431 Gravenhurst	510-0021-0150-00
9710 Loralinda	510-0052-0431-00
3108 Niagara	510-0052-0441-00
3159 Niagara	510-0052-0396-00
3484 Niagara	510-0112-0035-00
9753 Stadia	510-0102-0179-00
2562 Springdale	510-0043-0040-00
9841 Crusader	510-0041-0134-00

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; therefore

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 eighth day of September, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Jeff McElravy, Finance Director

Resolution Authorizing the Adoption of Appropriations- Coronavirus Aid, Relief, and Economic Security (CARES) Act

Recommend approval of a resolution adopting appropriations for the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Rationale:

The Township has received two allocations of federal funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act: one from the State of Ohio and a second from Hamilton County. This resolution appropriates the funds received to date for eligible expenses related to the Township's response to the COVID-19 public health emergency.

To be eligible, an expense must be incurred between March 1 and December 30, 2020. All funds must be encumbered by October 15, 2020. Any funds not encumbered by that date must be returned to the State.

The Administration anticipates receiving a second round of funding from the State, also for \$301,656.45, later this year. Staff will bring an appropriations resolution for those funds to the Board of Trustees once those funds are distributed by the State.

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

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-20

**RESOLUTION AUTHORIZING THE ADOPTION OF APPROPRIATIONS-
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT**

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

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

Fund	Description	Permanent Appropriations
2272	Coronavirus Relief Fund- State	\$301,656.45
2273	Coronavirus Relief Fund- Hamilton County	\$603,312.91

2. Authorize the Township Administrator to define “substantially dedicated,” for the purposes of expending CARES Funds for personnel expenses, to be fifty-percent of the total hours worked and/or the percentage of EMS runs directly attributable to transporting individuals suspected of having contracted COVID-19; and that the following positions meet the substantially dedicated criteria: Fire Chief, Assistant Fire Chief of Operations, Assistant Fire Chief of Administration, Administrative Assistant, Battalion Chief, Captain- Emergency Management Services, Captain- Community Risk Reduction, Captain- Training and Education, Fire Captain, Fire Lieutenant, Fire Safety Inspector, Firefighter EMT, Police Chief, Support Services Commander, Patrol Commander, Investigative Commander, Administrative Sergeant, Investigative Sergeant, Patrol Sergeant, Detective, School Resource Officer, District Detective, Uniformed Patrol Officer, Public Safety Administrative Assistant, Civilian Supervisor, Accreditation Manager, Property Room Manager, and Police Clerk;

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;

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Send Letter to State Delegation Requesting Adoption of the State Capital Budget

Recommend adoption of a motion to send a letter of support to the State Delegation requesting the adoption of a capital budget.

Rationale:

Colerain Township submitted a request for state capital grant funding in late 2019. The Township was informed that they would be recommended for an award of funding with the 2020 State Capital Budget. Due to COVID-19, the State of Ohio has delayed adoption of a full capital appropriations bill.

This letter is intended to show the support of our local Board of Trustees for a capital appropriations bill and to request that the state move forward with their process.

August 27, 2020
Colerain Township Board of Trustees
4200 Springdale Road
Colerain Township, OH 45251

Support of Capital Budget Appropriations Bill

Dear Representative,

In December of 2019, Colerain Township made a presentation to the Hamilton County, Ohio Capital Budget Prioritization Task Force to request funding for a project of potential regional significance. The Township presented a request for funding for a new signature and unique playground that would be a draw for individuals from all over the region. The Task Force and delegation from Southwest Ohio recommended funding of the project.

The overall concept will provide interesting play for kids with equipment that will captivate and stimulate children's minds for creative play. The plan is to create a space that will allow the next generation of children to have a place to learn, grow, and play in our community.

Colerain Township understands that the COVID-19 Pandemic has changed a number of things at both the Local, State, and National level. The pandemic has created a new level of economic uncertainty and all jurisdictions are constantly evaluating the "new normal" to best utilize resources to provide the greatest community impact. COVID-19 has resulted in a tremendous increase in the utilization of our Parks as there have been more park visitors through July of 2020 than all of 2019.

In conclusion, Colerain Township appreciates the consideration of our request and ask that you move forward with the State Capital Budget process. We feel that this project will have a positive impact on our community, region, and the mental and physical well-being of the residents of one of the largest Townships in the State of Ohio. Thank you for your consideration. If you have any questions, feel free to direct them to Township Administrator Geoff Milz at 513-923-5000 or gmlz@colerain.org.

Raj Rajagopal, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

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

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

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with Hamilton County for the Establishment of a Temporary Backup 911 Facility in Colerain Township

Recommend adoption of a motion to authorize the Township Administrator to execute a Memorandum of Understanding with Hamilton County for the establishment of a temporary backup 911 facility in Colerain Township.

Rationale:

The Hamilton County Communications Center is the backbone of the 911 call system and employs 911 call takers on behalf of residents of Colerain Township and Hamilton County.

The 911 Communications Center is currently located in Colerain Township. As a part of emergency preparedness, the Board of County Commissioners has developed a Continuity of Operations Plan ("COOP") to ensure that essential communication functions continue to be performed during a wide range of emergencies until normal operations can be resumed, including 911 call taking and dispatching operations.

Understanding that 911 operations are critical to the life safety and well being of Colerain residents and other Hamilton County residents, the attached Memorandum of Understanding outlines the parameters for activation of a temporary 911 call taking site that utilizes Colerain Township office space.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO
AND COLERAIN TOWNSHIP**

This Memorandum of Understanding (this “MOU”) is entered into this ____ day of _____, 2020 by and between the Board of County Commissioners, Hamilton County, Ohio on behalf of its Department of Communications (the “Board”) and the Colerain Township Board of Trustees and sets forth the responsibilities of the parties in case use of an alternate facility is needed in the event the Department of Communications’ Continuity of Operations Plan is activated.

RECITALS

WHEREAS, the Hamilton County Department of Communications is responsible for the operation of the Countywide 9-1-1 System for Hamilton County, Ohio and its political subdivisions; and

WHEREAS, as part of emergency preparedness, the Board has developed a Continuity of Operations Plan (“COOP”) to ensure that essential communication functions continue to be performed during a wide range of emergencies until normal operations can be resumed; and

WHEREAS, in order to achieve continuity of operations, the COOP requires that the Board be able to carry out essential functions off-site in an alternate facility in the event the Communication facility is uninhabitable due to an emergency situation; and

WHEREAS, Board and Colerain Township agree that cooperation in continuity of operations efforts during an emergency is critical in continuing essential services for Hamilton County, Ohio and its political subdivisions; and

WHEREAS, to that end, as a result of any emergency or disaster, regardless of cause, which necessitates the activation of the Board COOP and utilization of an alternate facility, Board may request assistance from Colerain Township in the form of utilizing office space in the Colerain Township facility.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties have agreed and do hereby mutually agree as follows:

I. Purpose

The purpose of this MOU is to establish responsibilities of the Parties as they relate to a continuity of operations event that would require Board personnel to operate in an alternate facility.

II. Duration of MOU

This MOU is effective upon signature of the County Administrator and the Colerain Township Administrator and shall remain in full force and effect unless otherwise terminated by either party pursuant to the provisions set forth herein.

III. General Provisions

It is understood by both the Colerain Township Administrator and the County Administrator that each office should be capable of fulfilling its responsibilities under this MOU. If at any time either party is unable to perform its functions under this MOU, the affected party shall immediately provide notice to the other.

IV. Responsibilities of the Parties Under the MOU

Colerain Township and Board agree that their responsibilities are as follows:

A. Colerain Township agrees to:

1. Allow Board personnel to utilize a portion of office space within the Colerain Township facility for at least 14 days to ensure that Board can continue to perform its essential functions and operations during an emergency. The parties agree that there shall be no rental fee charged for the use of the Colerain Township facility
2. Provide Board staff with facility logistical support, as requested, including but not limited to providing:
 - i. Access to parking
 - ii. Access to the building
 - iii. Organization points of contact
 - iv. Communication support
 - v. Security for Board Equipment
 - vi. Life support-water, sewage, sanitation, power
3. Allow Board access to the facility within 2 hours of being notified by Board that the COOP has been activated thereby necessitating access to the Colerain Township Facility.

B. Board agrees to:

1. Immediately notify Colerain Township of Board's need to utilize the Colerain Township facility as an alternate facility.
2. Provide Colerain Township with a list of Board personnel who may occupy Colerain Township facility during a continuity of operations event.
3. Verify which Board staff can request utilizing the Colerain Township facility.

V. Allocation of Costs

There are no anticipated costs or expenses associated with this MOU. Should any costs or expenses be incurred, however, such costs or expenses will be the full responsibility of the party who incurs them. After the Board has vacated the Facility, the Board and Colerain Township agree that each party will, in good faith, negotiate the settlement of any outstanding costs or expenses incurred during Board's use of the Facility. Such settlement will be memorialized in a Reimbursement Agreement to provide for the payment.

VI. Amendment

This MOU may be amended in writing at any time by mutual agreement of the County Administrator and the Colerain Township Administrator.

VII. Termination

Either the Board or Colerain Township may terminate this MOU upon (30) days advance written notice to the other party.

VIII. Scope

Nothing in this MOU shall be construed to limit or otherwise affect the independent powers and operations of the Board. Similarly, nothing in this MOU shall be construed to interfere with the management, policies or operation established by Colerain Township or its affiliated companies.

IX. Points of Contact

Points of contact for this MOU are as follows:

For the Board: Andrew Knapp, Director
Scott Brown, Operations Mgr
Holly Lampton, Operations Mgr
Shawn Cruze, Technical Services Mgr

For Colerain Township
Geoff Milz, Township Administrator

IN WITNESS WHEREFORE, the parties have executed this agreement on this _____ day of _____, 2020.

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

Colerain Township

Name: Jeffrey Aluotto
Title: County Administrator
Date: _____

Name: Geoff Milz
Title: Township Administrator
Date: _____

**Hamilton County Department of
Communications**

Name: Andrew Knapp
Title: Director
Date: _____

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Consideration of a Motion to Renew and Extend Law Director

Recommend consideration of a motion to renew and extend Law Director, Lawrence Barbieri.

Rationale:

The Township's existing agreement with Lawrence Barbieri to serve as the Township Law Director is set to expire on December 31, 2020.

ADMINISTRATION

Department: Administration

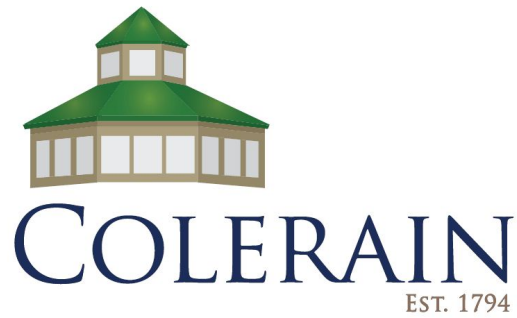
Department Head: Geoff Milz, Administrator

Motion to Authorize the Township Administrator to Release a Request for Qualifications for Engineering Services

Recommend adoption of a motion to release a Request for Qualifications for Engineering Services.

Rationale:

Increasingly, the Township has needed to rely on private engineering firms to execute projects like the Commons Circle Headwall project, the various sidewalk design and construction projects and transportation grant work. To date we have used an ad hoc selection process for engineers. Moving forward staff proposes the release of a Request for Qualifications (RFQ) for Engineering Services. Respondents to the RFQ will be evaluated and one or more engineering firms would be selected and deemed pre-qualified to do work for the township. The Township would then execute Master Services Agreements (MSA) with the selected firms. Subsequent to the execution of the MSAs, when the Township requires engineering services it would develop a scope of work for the project with one of the firms. The work would be completed pursuant to the MSA and the scope of work.



REQUEST FOR QUALIFICATIONS (RFQ)

**PROFESSIONAL DESIGN &
ENGINEERING GENERAL CONSULTING
SERVICES**

for

Colerain Township

Release Date: 9/9/2020
Response Deadline: 9/23/2020

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN &
ENGINEERING GENERAL CONSULTING SERVICES**

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for Professional Design and Engineering consulting services until September 23, 2020.

All clarifying questions for this proposal should be directed to Geoff Milz, Township Administrator, via email at gmlz@colerian.org.

In order to properly submit a response, all responses should be sent as an electronic PDF, sent via email. These should be submitted to the Township to the attention of Geoff Milz, Administrator, via email at gmlz@colerian.org no later than 4:00 p.m., September 23, 2020.

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

GENERAL INFORMATION

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

The Township regularly needs professional design and engineering services related to the planning, design and construction of Township projects and facilities, including, but not limited to, parks, police/fire/EMS, roadways, trails, utilities, buildings, administrative facilities, senior centers, community centers, and Colerain Avenue improvement projects. To assist in the process, the Township is requesting Statements of Qualifications from qualified firms for professional services. The purpose of this Request for Qualifications is to identify three firms for a Master Services Agreement for a period of two years, with the option for the Township to renew one or all those agreements in one-year increments, as desired.

As the need for design and engineering services arises, the Township will solicit proposals from one or more firms selected by and at the discretion of the Township.

PROJECT SCOPE

Consultant Services are needed to provide design services for a wide variety of projects at the direction of Colerain Township, on an as-needed basis.

The selected Consultant(s) will be responsible for working with Colerain Township to design and administer projects. The selected consultant must have the capacity to provide some or all the following design services:

- Roadway design/engineering
- Sidewalk design/engineering
- Streetscape design
- Structural design/engineering
- MEP design/engineering
- Urban planning services
- Architecture and building design
- Land surveying
- Utility/railroad coordination
- Site design including landscaping
- Construction Document preparation (including but not limited to proposals, specifications, and estimates)
- Criteria design/engineering
- Review of various engineering documents for compliance with Federal and State policies

These services will be provided for a wide range of projects, (such as constructing sidewalks, and designing streetscape projects, among others). The selected consultant must also be available to provide construction services of the projects if needed. The selected consultant must be able to work with and explain Ohio Department of Transportation (ODOT) and Federal Highway Administration (FHWA) requirements to Colerain Township when needed.

Consultants are not required to provide all services noted above. Please do not include outside consultants to supplement your firm's services. Should a specific task/project require outside expertise or consultants, the firm will work with Township staff to identify those consultants.

DESIRED ODOT PREQUALIFICATION

To respond to this project, the proposed consultant project team must be prequalified by the ODOT in some or all the following areas by the date of this advertisement:

Roadway

- Bicycle Facilities & Enhancement Design
- Non-complex Roadway Design
- Complex Roadway Design

Highway Lighting Design

- Limited Highway Lighting Design
- Complex Highway Lighting Design

Environmental Document Prep - CE

TIMELINE

- | | |
|-------------------------------------|--|
| 1. Township Trustees RFQ Approval: | September 8, 2020 |
| 2. RFQ Release: | September 9, 2020 |
| 3. Proposal Deadline: | September 23, 2020, 4:00 p.m. (local time) |
| 4. Projected Township approval: | October 13, 2020 |
| 5. Projected Contract Commencement: | October 14, 2020 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on September 23, 2020.

EVALUATION CRITERIA

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

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

1. Experience Working with Colerain Township
2. Experience with LPA projects and ODOT
3. Range of services with which consultant can provide
4. Past record of performance on projects similar in type and complexity
5. Availability

Colerain Township Trustees must still approve a vendor before the process is completed.

RESPONSE FORMAT

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

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

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Qualifications.
2. General Firm Information – Firm name, address, phone number, name and contact information of individual responsible for the SOQ, contact email address, and office location.
3. Qualifications – Provide a summary of your firm qualifications, history, and expertise.

4. In-house Services and ODOT Prequalification – A listing of services to be performed by the consultant and current ODOT Prequalification.
5. Experience Working with Colerain Township – A listing of projects with a description of services rendered.
6. Representative Experience – Provide examples of similar type projects relative to the scope items and project types outlined above.
7. Key Staff Resumes – Provide resumes for the project manager and key personnel who will be involved with this project, including their experience and qualifications.
8. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
9. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending within the last five (5) years.
10. Standard Hourly Billing Rates – Please provide a schedule of standard hourly billing rates for appropriate levels of personnel who are available for the Township's projects. Standard hourly rates will include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general/administrative overhead, non-project operating costs, and operating margin or profit.
11. Availability – Please demonstrate the availability of staff within your firm.
12. Sample Contract – A copy of sample Master Service Agreement contract. This will allow the Township to expedite the review/award process.

TERMS AND CONDITIONS

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

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

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Qualifications in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was

supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

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

ADMINISTRATION

Department: Administration

Department Head:

Motion Authorizing Township Administrator to Apply for ODOT Permit for I-275 Improvements

Rationale:

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to sign Letter of Intent for Electric Charging Stations

Recommend adoption of a motion to authorize the Township Administrator to sign a Letter of Intent for Electric Charging Stations Grant Application at 4200 Springdale Road with Electrada.

Rationale:

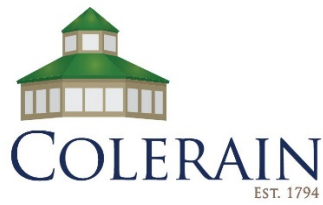
In early July, Trustee Wahlert requested that staff investigate the opportunity for staff to submit a grant for level two electric charging stations within Colerain Township. The existing grant is funded through the state of Ohio and local communities are eligible for a 100% match on stations installed on government owned properties.

As part of the grant process, the Township is required to identify and work with a vendor prior to submission of the grant. After reviewing the state contract, pricing models, and capacity to perform the work, the Township felt that Electrada would be the best fit for electric vehicle charging station installations.

Electrada evaluated several Township sites and determined that 4200 Springdale Road would be best suited for 2-4 Level Two Electric Charging Stations. No other Township sites were identified that would be suitable for this grant cycle. They also identified the southwest corner of the intersection of Springdale and Colerain as a suitable site for D/C Fast Charging (available via grant in early 2021).

This grant, installation, and monitoring of the devices will all be at no cost to the Township. Staff reached out to the Auditor's office to determine if installation of these items would change the tax exempt status of the property. Given the newness of these facilities, it is uncertain as to whether or not a portion of the property would no longer be tax exempt (the two to four parking spaces).

This is the first step in the process. If awarded, the Township would then have a separate agreement that would need to be entered into with Electrada at a future date, prior to year end.



Letter of Commitment to Working with Electrada, LLC as OEPA DMTF Grant Applicant

September 9, 2020

Ms. Carolyn Watkins
Mr. Alauddin Alauddin
Ohio EPA – Office of Environmental Education
50 W. Town St., Suite 700
Columbus, Ohio 43215

Dear Ms. Watkins and Mr. Alauddin:

Colerain Township wishes to express its commitment to working with Electrada, LLC as a grant applicant under the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund Grant to install Level 2 Electric Vehicle (EV) charging stations. Specifically, we are committing to working with Electrada to procure, install, operate and maintain Level 2 EV charging stations, and to hosting the chargers for a minimum of 5 years from when they are first operational, as required by the grant guidelines, at the following location:

- Up to 4 Level 2 charging ports at Colerain Township Administrative Building, located at 4200 Springdale Rd, Cincinnati, OH 45251.

Electrada is a highly-qualified grant applicant that uniquely offers a turnkey solution to site hosts by owning, operating and maintaining EV charging infrastructure on their property. In addition, Electrada has committed to provide private capital to match any grant funds it may receive under this program. This will not only ensure the cost effectiveness of the EV charging infrastructure deployment, but also increase the number of chargers available to the residents of our community and Hamilton County more broadly, thereby amplifying the grant program's desired impact across the 26 Ohio counties.

We very much look forward to hearing about the program's success.

Sincerely,

Geoff Milz, Township Administrator

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

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

ADMINISTRATION

Department: Administration

Department Head: Trustee Dan Unger

Motion to Waive the Rental Fee for the Rental of the Colerain Park Amphitheater for Cub Scout Pack 710 to Use for their Pinewood Derby

Staff seeks direction from the board.

Rationale:

Cub Scout Pack 710 is chartered to Northwest Community Church in Colerain Township. Most of the scouts in the pack are students at Colerain Elementary.

Originally, Pack 710 had planned to have our Pinewood Derby in March at White Oak Christian Church. After purchasing all needed supplies, they had to cancel the race due to COVID. They are looking for a venue where they can give the boys a chance to race this year. The amphitheater at Colerain Park seems ideal to them.

If the Fee waiver is approved they would like to rent the facility on September 22nd.

According to [Policy 5.2 – Colerain Township Park Rental Policy](#)

“The Board of Trustees shall have the authority to waive or modify any fees associated with the use of park facilities.

OLD BUSINESS

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Discussion - Trash and Debris Remediation Processes & Alternatives

Review of various policy options and alternatives to addressing trash and debris on Commercial Properties.

Rationale:

There are currently three processes by which a Township in Ohio may address trash or debris accumulation:

- Criminal – Violation of Colerain Township Property Maintenance Code
- Abatement – Violation of Ohio Revised Code (ORC)
- Civil – Violation of a Home Rule Resolution

Staff will provide an overview of these processes and offer details on other potential alternatives and solutions that the Board may consider in order to best solve this issue.

OLD BUSINESS

Department: Board of Trustees

Department Head:

Resolution Amending Property Maintenance Resolution

Discussion of the attached resolution.

Rationale:

Trustee Wahlert introduced the attached resolution at the August 11, 2020 Board of Trustee meeting. The attached resolution was tabled to this work session for further discussion.

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

Mr. Raj Rajagopal, Mr. Dan Unger, and Mr. Matthew Wahlert

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

RESOLUTION NO.: _____-20

**RESOLUTION AMENDING THE COLERAIN TOWNSHIP PROPERTY
MAINTENANCE CODE WITH REGARD TO LITTERING AND DEPOSIT OF
GARBAGE, RUBBISH, JUNK, ETC**

WHEREAS, Colerain Township is charged with protecting the health and welfare of its citizens; and

WHEREAS, the Township recognizes that litter on commercial properties is an unsightly disturbance to the overall appearance of the Township and threatens the health and welfare of its citizens; and

WHEREAS, the Township desires to protect citizens and maintain a clean appearance at commercial properties.

NOW THEREFORE, be it resolved by Colerain Township as follows:

SECTION I

The owner, occupant, or person having charge or management of any lot or parcel of land situated within the Township, whether the same be improved or unimproved, vacant or occupied, within SEVEN DAYS written notice to the last known address, served personally upon the owner, occupant, or person having charge of the property involved, or by posting a copy thereof in a conspicuous place on the property involved by the Township Administrator or his/her designee. Upon the third subsequent violation in the same twelve month period of the initial notice as specified herein the property may be subject to immediate abatement by the Township as provided in this section without further notification.

SECTION II

In addition to the penalty currently provided in the Colerain Township Property Maintenance Code, if the accumulation of trash is not abated within the required time, the Township Administrator or his/her designee may then cause it to be abated and require the owner, occupant, or person having charge of the property involved, to pay the cost of the nuisance abatement and any damages caused by the nuisance. After the abatement by the Township or agent of the Township, the Township Administrator or his/her designee shall give notice by regular mail to the owner, occupant, or person having charge of the property involved. The notice shall be accompanied by a statement of the amount of the cost incurred. In the event the invoice is not paid within 30 days after the mailing of the notice, then the cost thereof shall be reported to the office of the Township Administrator or his/her designee, which shall certify it to the County Auditor to be placed upon the tax duplicate and collected as taxes are collected.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 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:

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

CONSENT ITEMS

Department: Fire

Department Head: Allen Walls, Fire Chief

Promotion - Assistant Chief - Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The recommendation to promote Captain Burns to Assistant Fire Chief of the department's Operations Bureau is to fill the vacancy created by the promotion of Assistant Chief Allen Walls to Fire Chief.

Contingent upon the adoption of the motion to promote Captain Burns, he would assume the role of assistant fire chief at an annual salary of \$96,869.81 effective September 20, 2020. He will be exempt from FLSA.

CONSENT ITEMS

Department: Fire

Department Head: Allen Walls, Fire Chief

Promotion - Lieutenant - Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The recommendation to promote incumbent Firefighter Paramedic Scott Becker to lieutenant is to fill the vacancy created by the promotion of Captain Grant Burns to assistant fire chief effective September 20, 2020.

The annual salary for Firefighter Paramedic Becker's promotion according to the Local 3915 Career Firefighter's CBA is \$83,067.00 effective Sunday, September 20, 2020 with a one-year probationary period. Firefighter Paramedic Becker was the third highest scoring candidate following a competitive promotional process conducted during July 2019.

CONSENT ITEMS

Department: Police

Department Head: Mark Denney, Police Chief

Donation Acceptance - Police Department - \$300.00

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a \$300.00 donation from Trustee Matt Wahlert in appreciation of their work.

CONSENT ITEMS

Department: Police

Department Head: Mark Denney, Police Chief

Donation Acceptance - Fire Department - \$300.00

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire & EMS is grateful for a \$300.00 donation from Trustee Matt Wahlert in appreciation of their work.

CONSENT ITEMS

Department: Fire

Department Head: Allen Walls, Fire Chief

Donation Acceptance - Department of Fire & EMS -\$50.00

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire & EMS is grateful for a \$50.00 donation from the Tonnis Family at 10880 Kristi Ridge Drive, Cincinnati, OH 45252 in appreciation for the department’s assistance in celebrating a birthday (i.e., drive-by parade) during the COVID pandemic.