

Regular Meeting of the Board of Trustees - September 22

September 22, 2020

- 1. Opening of Meeting**
- 2. Executive Session 6:00 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes from September 8, 2020**
- 6. Presentations**
 - a. Presentation of Retirement Proclamation to Chief of Department Frank W. Cook
 - b. Swearing-In of Assistant Fire Chief Grant Burns
 - c. Swearing-In of Lieutenant Scott Becker
 - d. Presentation by the Colerain Chamber of Commerce President Dave Moravec
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

Public Safety

- a. Motion to Authorize the Township Administrator to Execute User Agreement with Intelligent Video Solutions for the Purchase of Interview Room Cameras
- b. Motion Authorizing the Purchase of Six LUCAS Chest Compression Systems from Stryker Medical
- c. Motion to Authorize the Purchase of Facepieces for SCBA Apparatus from Vogelpohl Fire Equipment

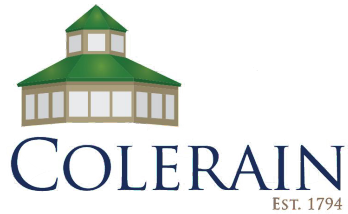
Public Services

- a. Motion to Authorize Township Administrator to Sign Contract to Authorize Construction of Colerain Park Playground

Planning & Zoning

- a. Motion to Authorize the Township Administrator to Execute a Contract with OpenGov for Planning, Zoning and Code Enforcement Software.

Administration



- a. Resolution Authorizing the Adoption of Amended Appropriations for the Year 2020
 - b. FIRST READING - Resolution to Regulate and Require the Registration of Massage Establishments
- 11. **Old Business**
- 12. **Consent Items**
- 13. **Fiscal Office Report**
- 14. **Adjournment**
- 15. **Executive Session – if needed**

PRESENTATIONS

Department: Fire

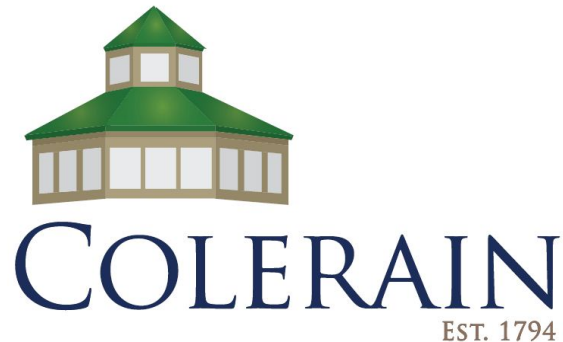
Department Head: Allen Walls, Fire Chief

Presentation of Retirement Proclamation to Chief of Department Frank W. Cook

Rationale:

Recognize retired Chief of Department Frank W. Cook for his 36 years of service to the community.

**PROCLAMATION FOR
CHIEF OF DEPARTMENT FRANK W. COOK FOR HIS YEARS OF
DEDICATED SERVICE TO COLERAIN TOWNSHIP, OHIO**



- Whereas** Chief of Department Frank W. Cook was hired on October 6th of 1984 as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and
- Whereas** Chief of Department Frank W. Cook 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** Chief of Department Frank W. Cook retired on September 5th, after nearly 36 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 Chief of Department Frank W. Cook 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 Chief of Department Frank W. Cook has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, September 22nd, 2020 as a special day of recognition for Frank W. Cook to acknowledge his contributions to our community and wish him continued success in retirement.

Raj Rajagopal
Trustee

Dan Unger
Trustee

Matt Wahlert
Trustee

Date: September 22, 2020

PRESENTATIONS

Department: Fire

Department Head: Allen Walls, Fire Chief

Swearing-In of Assistant Fire Chief Grant Burns

Rationale:

PRESENTATIONS

Department: Fire

Department Head: Allen Walls, Fire Chief

Swearing-In of Lieutenant Scott Becker

Rationale:

PRESENTATIONS

Department: Administration

Department Head:

Presentation by the Colerain Chamber of Commerce President Dave Moravec

Rationale:

DAVE MORAVEC, President/CEO

- Last Role: Integrity Data – Director of Sales, Lincoln, IL – (4 ½ yrs.)
- President of 3 Technology & Printing Companies (12 yrs.)
- Printing Company Leadership in Chicago (18 years)
- Live in Monfort Heights/White Oak
- Trivial Accomplishments

Guest on The Tonight Show with Jay Leno

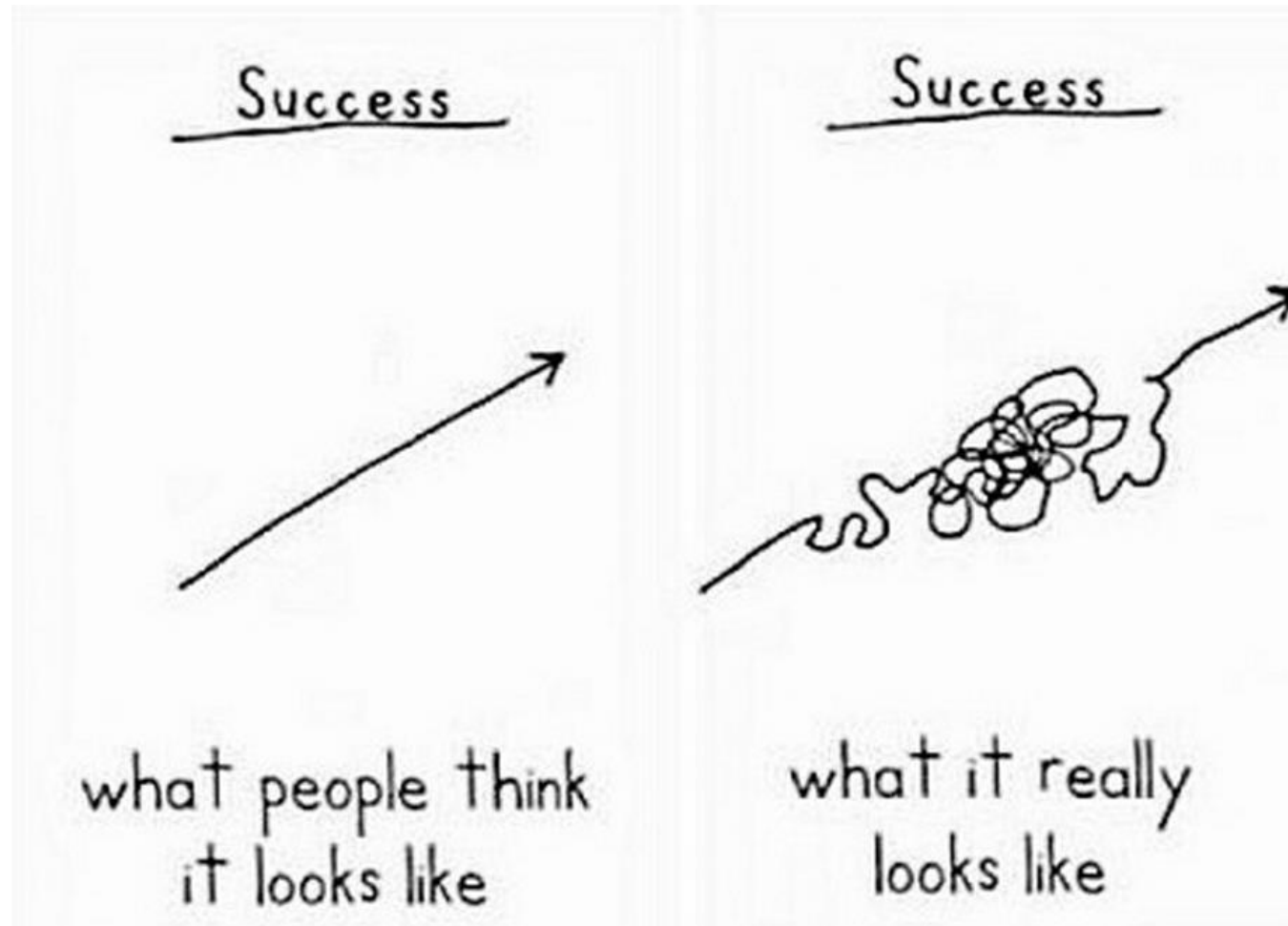
Amateur Stand-up Comic



COLERAIN CHAMBER REMINDERS

- Formed in 2014...only 6 years young!
- Created to bring business, community, schools, and township together
- 11-person Board of Directors - VERY strong members of the community
- Geoff Milz & Jeff Weckbach are advisory members of the board
- One Full-time employee, only have a part-time admin & student intern
- Office is in the Township Senior Center, but private non-profit
- Currently have 200 active business members

Strong Business Stronger Community



INITIAL APPROACH

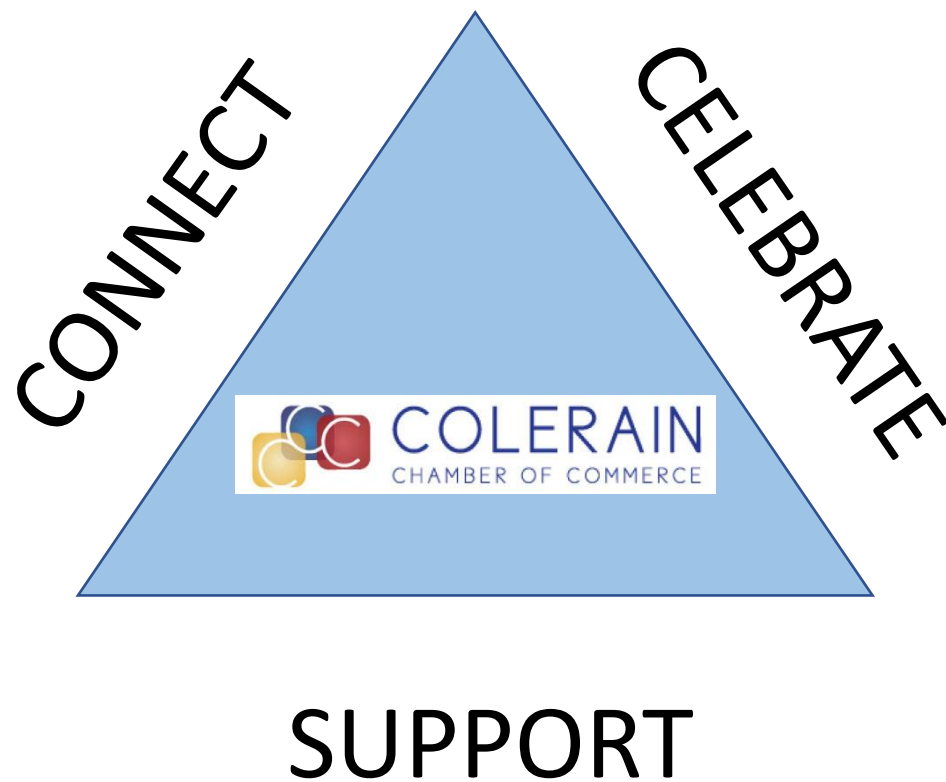
- Started remotely on February 10th
- Goal #1 - One on One with each Board Member
- Goal #2 - Meet all 150+ members & get acclimated in the community
- Geoff & Jeff were instrumental in making the transition – THANK YOU!
- Moved to Cincinnati on March 17th – **COVID-19 HIT**
- Pivot to working remotely
- Creation of small groups approach
- Hit the accelerator – Do not wait for something to happen

MISSION

The Colerain Chamber of Commerce seeks to:

- advance the economic, industrial, professional, commercial, cultural and civic welfare of the Greater Colerain Region
- encourage the growth of existing industries and businesses while giving assistance to new firms or individuals seeking to locate in the area
- provide business and industrial education to the people of the Greater Colerain area
- support activities determined to be beneficial to the local business community and surrounding areas.

Strong Business Stronger Community



COLERAIN CHAMBER - SWOT ANALYSIS

Strengths

- Board - Retention and Participation
- Financial Stability
- Community Support

Opportunity

- Colerain Chamber Brand – “Boutique” approach
- Business Round Tables – Thought leaders
- Past & New Memberships Untapped



Strong Business Stronger Community



SUPPORT FOR Hometown Hero MASKerade

This Thursday at Willow Event Center, 5pm – 9pm

Recent Survey Comment:

"I think there should be a more concerted marketing effort to the community, reiterating the importance of shopping local for example. We need to partner with the township trustees and other local leaders on how the business environment can be improved. Things such as zoning, beautification of Colerain Ave and highway entrance areas, etc. are also important to the business climate. There needs to be a coordinated effort which could include the chamber."

ADDITIONAL INITIATIVES

- WeTHRIVE – Community Give Back Day – Oct. 10th (PWC)
- Emerging Leaders of Colerain (21-40 yr. old demographic)
- Churches & Non-profits (including SideBySide)
- Met with the leadership of Greater Northbrook
- Involvement with Lake Gloria project & Redwood
- Fall Prevention Program with Will Mueller & the Fire Department
- Northgate Mall Membership Drive
- SCORE & Seniors
- Green Initiatives – Commercial Recycling & Waste across Colerain

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Authorize the Township Administrator to Execute User Agreement with Intelligent Video Solutions for the Purchase of Interview Room Cameras

Recommend adoption of a motion to permit Township Administrator Geoff Milz to sign a purchase and user agreement with Intelligent Video Solutions to replace and add interview room monitoring equipment. The agreement is in the amount of \$19,247.

Rationale:

The Police Department is required by law to provide video and audio taped interviews in certain crimes. Our current system is aging and no longer produces usable video or audio on a consistent basis. This purchase will replace the existing equipment and allow us to also add monitoring equipment to our second interview room. We very often have more than one suspect/witness and we have the need to conduct multiple interviews at once.

COLERAIN POLICE DEPARTMENT

INTERVIEW RECORDING PROPOSAL



VALT

VIDEO AUDIO LEARNING TOOL



This proposal is
confidential. Please
do not share outside
of your organization

Intelligent Video Solutions is a group of video technology professionals who are passionate about helping our clients use video to advance their organizations’ purpose. Unified by the goal of providing outrageous customer service, our team can design, implement and support any size video observation and recording deployment.

The VALT software is wholly owned by IVS. Our development team is dedicated to reliability and continued enhancements. Since its launch in 2013 VALT has been deployed globally and is currently serving 600+ customers in Higher Education, Healthcare, Government and Corporate applications. VALT was built from the ground up to support critical end user objectives.

Observe & Capture



The VALT solution features an intuitive, user friendly browser interface to observe HD video and initiate recording sessions from any authorized device.

Review & Manage



Powerful custom data fields, annotations and debriefing tools empower users to create and manage their own video database without extensive support.

Security & Compliance



Robust security features, extensive permission and authentication options, data encryption and audit trails can meet or exceed compliance standards.

The IVS team has been delivering intelligent video solutions for over 15 years. We are proud to be a Wisconsin based company, serving customers. Internationally from our headquarters in Waukesha, Wisconsin. We pair our flagship product VALT with a portfolio of professional services.

System Design



We work with our clients to custom design each solution based on their unique requirements. Our engineers match cameras, audio capture and accessories to each specific room and facility layout.

AV Integration



The IVS professional services department can deploy technicians globally for a complete turn-key installation. We also can partner with local resources while providing project management, configuration and training services.

Support



All our systems are covered by a robust Software Support Agreement backed by an experienced helpdesk providing phone, remote desktop or onsite support services as required.

Intelligent Video Solutions is proud to serve over 100 police department and child advocacy centers as their interview recording partner. For more information please visit <https://ipivs.com/solutions/interview-recording/>

FONTANA
POLICE DEPARTMENT

Childhaven

LUDINGTON
POLICE DEPARTMENT

HCS
Highlands Community Services

CINCINNATI
POLICE DEPARTMENT

**PORTLAND
MAINE**
POLICE

CITY OF
WICHITA
POLICE DEPARTMENT

**U.S. BORDER
PATROL**

CITY OF
Saint Peters
POLICE DEPARTMENT

City of
SACRAMENTO
POLICE DEPARTMENT

Cincinnati
Children's

CITY OF
BEND
POLICE DEPARTMENT

FRESNO COUNTY
Sheriff Department

NATIONWIDE CHILDREN'S

CITY OF
SEQUIM

City of
Palm Springs
POLICE DEPARTMENT

CHANDLER
POLICE DEPARTMENT

CARROLLTON
TEXAS
POLICE DEPARTMENT

"THE VALT SYSTEM FROM IVS IS JUST REALLY EASY TO USE. IT'S TIMELY. IT'S FAST. IT'S EFFECTIVE AND CLEAR."

Detective Joe Pacheco

Bend, OR Police Department

"THE VALT SYSTEM IS BY FAR THE SYSTEM I'D RECOMMEND TO ANY CAC AND TO LAW ENFORCEMENT."

Amanda Didier

Lakeshore Regional CAC Director

ADDRESS

Colerain Police Department
4200 Springdale Road
Colerain Township, OH 45251

SHIP TO

Colerain Police Department
4200 Springdale Road
Colerain Township, OH 45251

Quote Name	Created Date	Expiration Date
2009031601CR	Sep 03 2020	Oct 03 2020

Description	Quantity	Unit price	Total
Colerain Police Department - 2 Rooms 2 Interview Rooms 2 cameras, 1 microphone, 1 start/stop button per room			
Server, Software Licensing, and Warranty Support Maintenance			
10001 R1Y2S-K 1U Rackmount server with 2TB storage, supports up to 5 VALT licenses, VALT Base License Included	1	\$4,265.00	\$4,265.00
53009 VALT1S VALT Standard Camera License	4	\$1,595.00	\$6,380.00
90010 SWSM 1-year Warranty Support and Maintenance - Silver Level - Unlimited email and phone support M-F 8-5 CST. Includes VALT bug fixes and upgrades. Depot warranty for all equipment purchased from IVS.	1	\$820.00	\$820.00
Audiovisual Equipment			
19003 F41NS-K Axis F41 1080p Covert camera mounted in no smoking sign	2	\$869.00	\$1,738.00
19002 F41MD-K Axis F41 1080p Covert camera mounted in motion detector enclosure	2	\$869.00	\$1,738.00
39003 WAMIC-K Vandal Proof Wall Microphone & Mount Kit - Provides audio for up to 2 IP cameras	2	\$205.00	\$410.00
54002 VALTBNR-K Red Start/Stop Recording Button & Mount Kit	2	\$99.00	\$198.00
Professional Services Includes installation, system configuration, training, travel and support.			
95010 AVINS AV Installation Services	1	\$3,598.00	\$3,598.00
96014 SHIP Shipping	1	\$100.00	\$100.00

Estimate does not include any applicable sales tax that may be due.

Subtotal	\$19,247.00
Total	\$19,247.00

Pricing is valid through the expiration date specified above.

Changes to the quantities or items listed will require a revised quotation and may affect the final price.

Intelligent Video Solutions provides comprehensive warranty and software support for all products that we provide. For specific details on warranty, support, service level agreement and end user software license agreement please visit the following link on the IVS website: <https://ipivs.com/support-information/>

Intelligent Video Solutions and Customer will agree to a Project Plan and Timeline within 30 days after receipt of a purchase order. Any subsequent changes to the Project Plan may result in Change Orders and additional charges or credits. Once a Project Plan is agreed upon by Intelligent Video Solutions and the Customer, subsequent project milestone delays by the Customer may result in additional charges or overall project delays.

Intelligent Video Solutions offers different VALT software editions to meet the budget and requirements of our diverse customer base. The quoted edition is shown below. For more information about the feature set associated with each software edition please visit https://ipivs.com/wiki/Valt_Editions or contact your sales representative.

Standard	Professional	Enterprise
Live Observation & Recording	Standard +	Professional +
Review and Video Management	Recording Scheduler	Reports
Custom Markers & Information	Video & Data Encryption	Evaluation Templates
Configurable Permissions	LDAP Integration	SSO Integration
Detailed Audit Trail	Multiple Server Support	Custom Branding

The Warranty Support & Maintenance (WSM) is available at 3 levels. The quoted level is shown below. For more information regarding WSM levels please visit <https://ipivs.com/support-information> or contact your sales representative.

Silver	Gold	Diamond
M-F 8-5 Technical Support	M-F 8-5 Technical Support	24x7 Technical Support
3 Year Hardware Warranty	3 Year Hardware Warranty	5 Year Hardware Warranty
Depot Repair Service	On-Site Repair Service	On-Site Repair Service
Bugfixes & Improvements	Bugfixes, Improvements & New Features	Bugfixes, Improvements & New Features
		5 Year Hardware Refresh

"I HAVE SHARED WITH ANYONE ON CAMPUS THAT WILL LISTEN HOW IMPRESSED I HAVE BEEN WITH IVS FROM START TO FINISH. ALL THE PEOPLE ARE GREAT TO WORK WITH. THIS IS A GREAT PARTNERSHIP."

Bethany Gray
 Friends University
 Center on Family Living Clinic Manager

September 3, 2020

To Whom It May Concern:

The purpose of this letter is to confirm that the VALT Solution is a sole source product, designed, sold and distributed exclusively by Intelligent Video Solutions. IVS also herein certifies that the quoted price to the Colerain Police Department is equal to or less than given to any other customer.

The VALT Solution is comprised of a purpose built, video optimized appliance running software wholly owned by Intelligent Video Solutions. There is no other vendor with the exact match of hardware specifications, software features and security architecture at this investment level.

If any additional information is required, don't hesitate to contact IVS directly at the number below. Supporting product and solution information can be found at ipivs.com. We thank you for the opportunity to serve you.

Best Regards,

Justin Sherman

Justin Sherman
Vice President

PUBLIC SAFETY

Department: Fire

Department Head: Allen Walls, Fire Chief

Motion Authorizing the Purchase of Six LUCAS Chest Compression Systems from Stryker Medical
Recommend ADOPTION of the Motion.

Rationale:

Cardiac arrest incidents present one of the highest risks of occupational exposure to COVID-19 patients. Treatment of cardiac arrest patients includes high-risk procedures such as airway management and chest compressions. These treatments are aerosol-generating procedures, which is why they are categorized as high-risk procedures. The department treats 8 – 10 cardiac arrest patients each month. Per the American Red Cross, all out-of-hospital cardiac arrest patients should be treated as potential COVID-19 cases. Colerain Township Fire and EMS personnel treat cardiac arrest patients for a minimum of 30 minutes per protocol.

Colerain Township Fire and EMS utilizes Academy of Medicine of Cincinnati EMS protocols. Per the Academy of Medicine of Cincinnati: “The number of EMS providers who physically contact the patient during resuscitation should be minimized”. Mechanical chest compression devices are recommended to minimize exposure by the American Heart Association, American Red Cross and Cleveland Clinic Journal of Medicine.

The township should strongly consider this purchase request in an effort to minimize occupational exposure of COVID-19 during cardiac arrest incidents.



Colerain Lucas

Quote Number: 10073784

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: COLERAIN TWP FIRE AND EMS DEPT

Rep: Ross Finan

Attn:

Email: ross.finan@stryker.com

Phone Number:

Quote Date: 11/06/2019

Expiration Date: 12/14/2020

Delivery Address

Name: COLERAIN TWP FIRE AND
EMS DEPT

Account #: 1333899

Address: 4160 SPRINGDALE RD

CINCINNATI

Ohio 45251

End User - Shipping - Billing

Name: COLERAIN TWP FIRE AND
EMS DEPT

Account #: 1333899

Address: 4160 SPRINGDALE RD

CINCINNATI

Ohio 45251

Bill To Account

Name: COLERAIN TWP FIRE AND
EMS DEPT

Account #: 1333899

Address: 4160 SPRINGDALE RD

CINCINNATI

Ohio 45251

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	6	\$13,079.00	\$78,474.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	6	\$936.00	\$5,616.00
3.0	11576-000071	LUCAS External Power Supply	6	\$296.80	\$1,780.80
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	6	\$569.60	\$3,417.60
Equipment Total:					\$89,288.40

Price Totals:

Grand Total: \$89,288.40

Comments:

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

PUBLIC SAFETY

Department: Fire

Department Head: Allen Walls, Fire Chief

Motion to Authorize the Purchase of Facepieces for SCBA Apparatus from Vogelpohl Fire Equipment
Recommend ADOPTION of Motion.

Rationale:

Introduction

The SCBA face piece is the most important tool for numerous functions in the world of Fire and EMS. This proposal is being submitted for approval to purchase individual MSA SCBA face pieces for each of our Colerain firefighters. Our current practice of sharing these face pieces is no longer practical or safe in these unprecedented times involving multiple potential conditions affecting the pulmonary system.

Background

The Colerain Township Department of Fire and EMS has done an excellent job of reducing expenses as our past financial record show. Historically, our Department has purchased just enough SCBA masks to pair with each of the riding positions on each apparatus, plus a few extra masks for replacements and different sizing. This meant that approximately 40-60 SCBA air packs and masks were enough to cover our needs as each mask was typically used by multiple firefighters throughout the week as they were assigned to the different riding positions.

The push for individually issued face pieces has been a topic for well over 15 years. The generally accepted standard of practice in this region is for each firefighter to be issued their own personal mask. Colerain is the only large fire department in the Greater Cincinnati region to continue the practice of sharing masks.

Significance / Process

The current practice has multiple drawbacks including potential spread of disease, increased potential for damaged or broken masks and not having enough masks of each size to accommodate the different sizes of our personnel. Our firefighters have made every effort to maintain and disinfect the shared masks, however, the increasing number of responses and growing number of potential infectious exposures we are subject to, have made it nearly impossible to assure the off-going and on-coming personnel can keep the masks in a perfectly disinfected and healthy state. The current COVID-19 pandemic has made it imperative to not wait any longer. With the purchase of the new equipment, we can significantly reduce the amount of direct exposure between personnel on a daily basis. The average cost of a respiratory infection is often 3000.00 to 7000.00 to treat (The Lung Institute); not including sick time, overtime and an increase BWC rates.

The repetitive daily “mask checks” and different face shapes and sizes has weakened the webbing and elasticity. This weakening of the headgear webbing increases the possibility of smoke inhalation of some other toxins in a loss mask seal or catastrophic mask failure. The overall maintenance costs will be reduced due to personal accountability. The department saves annually on other SCBA related issues by having in-house firefighters trained as MSA-SCBA technicians to do our own repairs, which also offsets the additional cost on the front end.

Cost

The Department has been quoted costs for 122 masks to outfit each person with an MSA G1 personal face piece. Each firefighter will be issued their own personal mask as part of the Personal Protective Equipment disbursement. If purchased prior to October 31st, 2020, our vendor has provided a volume discount of

@253.00 per mask which is a current savings of over \$40 per mask for the regular price. Prices typically increases by 4% each year. Our distributor has bundled our purchase with that of a neighboring department reducing the overall cost. The total cost associated with purchase is \$30,866.00. (\$253.00 per mask X 122 masks)

The above costs include only the physical SCBA masks of various sizes. Additional equipment may be considered at another date, including protective bags and illuminated/glowing nameplates but these items are not included in this proposal. Additional work on this program, including policies and procedures will be developed jointly between the SCBA Program Manager and the Personal Protective Equipment Manager.

Conclusion

We hope to gain a multitude of positives from this acquisition. The overall benefit goes without saying; being an organization with an engaged set of professionals; knowing that their health is of the utmost importance to the community and the Township Administration. The needs go far beyond just smoke inhalation protection; we are an all-hazard department which requires respiratory protection in multiple situations far and above fire-related emergencies.

Respectfully Submitted:

Colerain Fire Health and Workplace Safety Subcommittee

Special Thanks to Firefighter Phil Klug who has championed this cause for over 15 years and FF Alex Siemer, SCBA Program Manager for organizing, overseeing, and implementing the current SCBA changeover and maintenance program.

Steve Conn Chris Hopkins Eric Dauer Steve Hammons Eric Reifenberger
Dustin Geiger Joe Grayson Larry Baibak Phil Klug Steve Schwetschenau
Austin Walter Amber Francis Andy Meyer Kelsie Allen

QUOTE



VOGELPOHL FIRE EQUIPMENT

2770 Circlepoint Drive Erlanger, KY 41018
Office: 859-282-1000
Web: <https://vogelpohlfire.com/>

Quote #: Q000013
Date: Sep 15, 2020
Expiration Date:
Contact: Todd Vogelpohl
Cell: 513-659-8789
Email: toddv@vogelpohlfire.com

ISSUED TO
Alex Siemer
Colerain Twp Dept Of Fire & EMS
4160 Springdale Road
Cincinnati OH 45251

Payment Terms		Freight	
Net Due in 15 Days		Not Included	
Qty	Description	Each	Extended
107	10156459: Facepiece, G1, FS, MD, MD NC, 4PT C-HARN	\$253.00	\$27,071.00
10	10156458: Facepiece, G1, FS, SM, SM NC, 4PT C-HARN	\$253.00	\$2,530.00
5	10156460: Facepiece, G1, FS, LG, LG NC, 4PT C-HARN	\$253.00	\$1,265.00
		\$30,866.00	

Thank you for the opportunity to provide you with this proposal.

PUBLIC SERVICES

Department: Public Services

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

Motion to Authorize Township Administrator to Sign Contract to Authorize Construction of Colerain Park Playground

Recommend adoption of a motion authorizing the Township Administrator to sign a contract for construction of a playground at Colerain Park with Logan Creek in substantially the same form as attached.

Rationale:

Bids were received to build a play space at Colerain Park to replace a playground removed in early 2019. With help from community input, Human Nature designed the historically-themed play space that could be constructed in two phases.

Five companies submitted bids and design-intent documents to review. Human Nature assisted in the review of the bids, including pricing and adherence to the theme and bid specifications approved by the Trustees at the July 28, 2020 meeting.

Logan Creek was determined to be the lowest and best bid. Phase 1 will be build first, and Phase 2 will be completed at such time funds become available.

The full proposal from each vendor who responded to the Request for Proposals can be found here:

<https://www.colerain.org/DocumentCenter/Index/295>

Coerain Park Playground Bid Design Evaluation

	DER	Logan Creek	Obersons	PES	PRUS
Phase 1					
Layout and character - Ft. Dunlap	M	M	M	M	M
Fortress on a hill	M	M	M	M	M
Towers contain play elements	M	M	M	M	M
Gangplanks with play elements	M	M	M	M	M
ADA ramp to access play elements	M	M	M	D	M
Recycled plastic & steel posts	M	M	M	D	M
Tall tower with pitched roof	M	M	M	M	M
EWB safety surface	M	M	M	M	M
Phase 2					
50' zip line	M	M	M	M	M
Disc swing	M	M	M	M	M
Perimeter seating	M	M	M	P	M
Quiet spaces on perimeter	M	M	M	P	M
Bridge element	M	M	M	D	M
Synthetic turf safety surfacing	M	M	M	M	M

Colerain Park Playground
Bid Tab
Bid Opening: 08.21.2020

Bidder	Ph 1 & Ph 2 Total	Ph 1 Total	Phase 1 Breakdown							Ph 2 Total	Phase 2 Breakdown					
			Equipment	Safety Surface	Grading/ Earthwork	Storm/ Drainage	Hardscape	Landscape	General Conditions		Equipment	Safety Surface	Grading/ Earthwork	Hardscape	Landscape	General Conditions
Landscape Architect Estimate	\$ 893,776	\$ 398,085	\$ 258,986	\$ 44,585	\$ 10,000	\$ 8,000	\$ 25,430	\$ 32,128	\$ 18,956	\$ 495,691	\$ 277,524	\$ 133,755	\$ 5,000	\$ 23,680	\$ 32,128	\$ 23,604
DER Development Company LLC	\$ 980,000	\$ 436,900	\$ 236,356	\$ -	\$ 49,085	\$ 16,360	\$ 38,290	\$ 12,348	\$ 84,459	\$ 543,100	\$ 254,138	\$ 152,544	\$ 18,374	\$ 18,254	\$ 25,820	\$ 73,968
Logan Creek LLC*	\$ 930,731	\$ 359,189	\$ 274,390	\$ 10,192	\$ 16,464	\$ -	\$ 35,073	\$ 13,944	\$ 9,127	\$ 571,542	\$ 316,594	\$ 190,926	\$ 11,760	\$ 14,538	\$ 32,424	\$ 5,300
Prus Construction**	\$ 958,700	\$ 423,250	\$ 250,000	\$ -	\$ 63,500	\$ 10,500	\$ 49,250	\$ 35,000	\$ 20,000	\$ 535,450	\$ 275,000	\$ 165,600	\$ 8,100	\$ 24,750	\$ 47,000	\$ 20,000
Oberson's	\$ 1,299,654	\$ 574,104	\$ 359,944	incl w/ eqpmt	\$ 66,259	\$ 3,319	\$ 114,266	\$ 30,313	\$ -	\$ 725,550	\$ 591,227	incl w/ eqpmt	\$ 40,693	\$ 41,286	\$ 52,342	
PES (Playground Equipment Services)***	\$ 899,702	\$ 177,911	\$ 238,011	\$ 3,900	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 721,791	\$ 584,351	\$ 365,820	\$ -	\$ -	\$ 15,000	\$ -

* includes discounts of \$2315 Ph 1 and \$0 Ph 2
** total includes donation of \$5000 Ph and \$5000 Ph 2, excludes permitting, testing, enginneering and inspection fees
*** includes Ph 1 discount of \$66,000 & Ph 2 \$243,380; includes turf and pip but pip not in original intent; includes much more equipment than specified

Colerain Park Playground
Bid Tab
Bid Opening: 08.21.2020

Bidder	Playground Equipment	Contractor Team Set Up	Subcontractors	Schedule	Experience	References	Questions
Landscape Architect Estimate							
DER Development Company LLC	LSI/Penchura & Forever Lawn	GC	Self Performing?	meet Township's	West Park Miami Twp, Walnut Hills Practice Field, Bicentennial Park, Kuliga Park Expansion	Provided	Did they install the playgrounds at West Park & Bicentennial?
Logan Creek LLC*	LSI/Penchura & Forever Lawn	GC	Self Performing? CPSI on staff	9/9-12/31	Gorman Park Playground (prep and install), Evendale Rec Center (play reno), Forest Hills Schools (prep for playgrounds); Home of the Brave Park (3 ball fields)	provided	Landscape for ph 2?
Prus Construction**	LSI/Penchura & Forever Lawn	GC	self performing	Ph 1: 9/9-12/29; PH 2 3/1-4/30	Mason Common Ground Park (playground and site), Smale, Ziegler (concrete), Art climb	provided	Is ph 1 safety surface included in landscape cost?
Oberson's	LSI/Penchura & Forever Lawn	GC	self performing	Ph 1 before 12/31; Ph 2 Spring 2021	Summit Park, Marcum Park (Hamilton), Patrick Wolterman Pocket Park - landscaping for all	provided	no playground install experience
PES (Playground Equipment Services)***	Miracle	Design & install	self performing all but landscape, JAC	Order within 24 hours after award; 15 weeks	West Fork Park; Hyde Park Elementary School - managed subs for all site work, installed play; designed & installed 9 sites for Hamilton Park Conservancy (Hamilton Ohio); Kilgour Elem designed/installed play space; Fairfield Millikin Park	provided	Design intent is very different from documents

DRAFT

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of «September » in the year «2020 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Colerain Township, Ohio »« »
«4200 Springdale Road »
«Colerain Township, Ohio »
«45251 »

and the Contractor:
(Name, legal status, address and other information)

«Hansel Demolition & Excavating dba Logan Creek LLC »« »
«11404 Bond Road »
«Harrison, Ohio »
«45030 »

for the following Project:
(Name, location and detailed description)

«Colerain Park Playground for Colerain Township »
«4200 Springdale Road »
« Colerain Township, Ohio 45251 »

The Architect:
(Name, legal status, address and other information)

« N/A »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

D
R
A
F
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications for Phase 1 and Phase 2 prepared by the ~~Architect~~ Owner, dated « » , and enumerated as follows: Attached as A through

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

« Contractor's Proposal and attached materials sent under cover letter of August 21, 2020, attached as B. »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[«XX »] Not later than «one hundred twenty » («120 ») calendar days from the date of commencement.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«Phase 1: Three hundred fifty-nine thousand, one hundred eighty-nine dollars and 48 cents (\$359,189.48) » Phase 2: Five hundred seven- one thousand, five hundred forty-two dollars and no cents, (\$571,542.00 « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

Phase 1

Phase 2

Value

Three hundred fifty-nine thousand, one hundred eighty-nine dollars and 48 cents (\$359,189.48)

Five hundred seventy-one thousand, five hundred forty-two dollars and no cents, (\$571,542.00)

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«none »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
none	

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
None.	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

PLANNING & ZONING

Department: Administration

Department Head: Mike Ionna, Director - Planning and Zoning

Motion to Authorize the Township Administrator to Execute a Contract with OpenGov for Planning, Zoning and Code Enforcement Software.

Recommend ADOPTION of the motion.

Rationale:

In an effort to allow for the work of Planning, Zoning and Code Enforcement to be conducted remotely due to COVID, staff has researched and evaluated a number of software solutions. OpenGov was selected as the optimal solution. This purchase will be made with CARES Act funds appropriated at the September 8th Trustee Meeting. The total cost of this agreement is \$29,540 for year one and \$20,000 per year for subsequent years.



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Created On: 7/29/2020
Order Form Expiration: 9/30/2020
Subscription Start Date: 10/1/2020
Subscription End Date: 6/12/2023

Prepared By: Eric Fahrenkopf
Email: efahrenkopf@opengov.com
Contract Term: 3 Years

Customer Information			
Customer:	Township of Colerain, OH	Contact Name:	Geoff Milz
Bill To/Ship To:	4200 Springdale Rd. Colerain Township, Ohio 45251 United States	Email:	gmilz@colerain.org
		Phone:	(513) 923-5000
Order Details		Description: See Billing Table Below	
Billing Frequency: Annual			
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Permitting, Licensing and Code Enforcement — 2 Service Areas <i>Esri ArcGIS, MAT / Assessor System & Flags</i>	10/1/2020	6/12/2021	Prorated	\$14,000.00
Permitting, Licensing and Code Enforcement — 2 Service Areas <i>Esri ArcGIS, MAT / Assessor System & Flags</i>	6/13/2021	6/12/2023	2	\$20,000.00

Annual Subscription: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW
Professional Services Total: \$15,540.00	

Billing Table:

Amount Due	Billing Date
\$29,540.00	October 1, 2020 (\$14,000.00 Software Services + \$15,540.00 Professional Services)
\$20,000.00	June 13, 2021
\$20,000.00	June 13, 2022

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") signed between the parties, effective **June 13, 2018** and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Township of Colerain, OH

Signature:

Name:

Title:

Date:

OpenGov, Inc. DocuSigned by:

Signature:

Name:

Title:

Date:

Paul H. Denton

CFO

9/16/2020

ADMINISTRATION

Department: Administration

Department Head: Jeff McElravy, Finance Director

Resolution Authorizing the Adoption of Amended Appropriations for the Year 2020

Recommend ADOPTION of the Resolution.

Rationale:

At its August 25, 2020 meeting, the Board of Trustees approved a Resolution Authorizing the Adoption of Amended Appropriations for the Year 2020.

Since the adoption of that Resolution, staff has determined that updates are necessary for two of the funds: 2021 (Gasoline Tax) and 2912 (Community Center).

Public Services planned to purchase swap body beds and replace dump truck beds with the 2020 budget. The department also planned to purchase an allotment of road salt before year end. Those expenses were inadvertently removed from the appropriations. This Resolution restores those appropriations to the Fund.

In the Community Center fund, an increase in appropriations is necessary to accommodate the delivery of meals to senior citizens, in lieu of the community meals hosted at the community center. Those expenses are reimbursed through a grant from the Council on Aging and are therefore budget neutral. However, an increase in appropriations is necessary to facilitate the contract with the service provider.

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 AMENDED APPROPRIATIONS
FOR THE YEAR 2020**

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

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

Fund	Description	Permanent Appropriations
2021	Gasoline Tax	\$1,002,276.93
2912	Community Center	\$502,000.37

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

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

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

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

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

ADOPTED this _____ day of 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: Board of Trustees

Department Head: Trustee Matt Wahlert

FIRST READING - Resolution to Regulate and Require the Registration of Massage Establishments

Staff does not have a recommendation as this is a first reading.

Rationale:

Trustee Wahlert directed staff to prepare a resolution to regulate Massage Parlors, with the goal of eliminating massage parlor uses from operating as sexually oriented businesses.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:30** 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:

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

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

RESOLUTION NO.: _____-20

**RESOLUTION ADOPTING REGULATIONS FOR THE ESTABLISHMENT OF
MESSAGE ESTABLISHMENTS WITHIN THE UNINCORPORATED TERRITORY OF
COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO**

WHEREAS, the Colerain Township Board of Trustees is responsible for the public health, welfare, and safety of the Township; and

WHEREAS, the Township is encountering an unforeseen increase in message establishments and local interest in message establishments; and

WHEREAS, a township may adopt, administer and enforce all powers of local self-government within the unincorporated area of the Township; and

WHEREAS, the Township has the authority to regulate message establishments pursuant to Section 503.41 of the Ohio Revised Code; and

WHEREAS, message services performed in violation of applicable law and regulations can harm public health, safety, and welfare by allowing illicit activities such as prostitution and human trafficking; and

WHEREAS, there is evidence that such message establishments that allow illicit activities have a negative effect on the existing businesses around them and the surrounding residential areas, causing increased crime and decreased property values; and

WHEREAS, it is in the best interests of the Township to act to prevent negative results of unregulated message establishments;

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

1. Colerain Township Board of Trustees hereby adopts the Regulations Governing Massage Parlors, a copy of which is attached to and made a part of this Resolution.

2. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township to prevent the unregulated operation of massage establishments and concerns associated therewith, including human trafficking and prostitution.

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. This Resolution supersedes all prior Colerain Township Resolutions that in any way address massage establishments.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

**COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
REGULATION GOVERNING MASSAGE PARLORS**

(A) Definitions

- 1) Massage: any method of exerting pressure on, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external soft tissue of the body with the hands, or with the aid of any mechanical or electrical apparatus or appliance.
- 2) Massage establishment: any fixed place of business where a person offers massages (a) in exchange for anything of value or (b) in connection with the provision of another legitimate service.
- 3) Employee: a person who performs any service or work on the premise of a massage establishment, including but not limited to masseuses, masseurs, managers, supervisors, and custodians, on a full-time, part-time, or contractual basis, whether or not the person is considered an employee, contractor, agent or otherwise and whether or not said person is paid a salary, wage or other compensation by the operator of said business. "Employee" does not include a person on the premises exclusively for repair or maintenance of the equipment or premises, or for the delivery of goods to the premises.
- 4) Masseur/Masseuse: any individual who performs massages at a massage establishment.
- 5) Sexual/Genital area: the genitalia, pubic area, anus, perineum of any person, and the breasts of a female.
- 6) Permit: a permit to operate a massage establishment pursuant to these regulations.
- 7) License: a license to act as a masseur or masseuse at a massage establishment, issued pursuant to these regulations.

(B) Scope

- 1) These regulations are promulgated in accordance with Ohio Revised Code §§ 503.40-503.50. These regulations govern massage establishments within the unincorporated area of Colerain Township (the "Township") and the owners, operators, persons in charge, and employees of such establishments.
- 2) These regulations shall not apply to the following:
 - a. Hospitals, nursing homes, public health centers, occupational therapists, and athletic trainers; and
 - b. A person engaged in the practice of providing therapeutic massage as a licensed physician, licensed podiatrist, a licensed nurse, or any other licensed health professional, provided that the aforementioned persons are licensed, certified, or

registered to practice in the state of Ohio, or a person practicing any limited branch of medicine specified in Section 4731.15 of the Ohio Revised Code or.

(C) Permit or License Required

- 1) No person shall operate or participate in the operation of a massage establishment, or permit the operation of a massage establishment, without a valid, current permit issued pursuant to these regulations. A separate permit is required for each location at which a massage establishment is operated.
- 2) No person shall act as a masseuse or masseur for a massage establishment without a valid, current license issued pursuant to these regulations.

(D) Application for Permit or License

- 1) Application for an original or renewal permit or license shall be in writing, addressed to the Board of Trustees of Colerain Township, Hamilton County, Ohio.
- 2) All applications shall be filed with the Colerain Township Administrator or the Administrator's designees (hereafter the "Administrator").
- 3) An application for a renewal permit or license shall be filed not later than thirty (30) days prior to expiration of the permit or license to be renewed.
- 4) A non-refundable filing fee shall be paid at the time of filing the application, as follows:
 - a. \$250 for an initial permit to operate a massage establishment;
 - b. \$125 for an annual renewal permit to operate a massage establishment;
 - c. \$100 for an initial license as a masseuse or masseur;
 - d. \$50 for an annual renewal license as a masseuse or masseur.
- 5) An application for an initial or renewal permit to operate a massage establishment shall contain the following:
 - a. The address where the massage establishment is or will be operated;
 - b. The full name, residential address, date of birth, and social security number of the applicant and, if a person is applying on behalf of an entity, the full name of the entity, including:
 - i. If the entity is a partnership or limited partnership, the name; the status of the partnership as a general or limited partnership; the state or jurisdiction under which it is organized; the address of the principal office; the address

of the principal office in Ohio; the federal employer identification number; the name and address of the statutory agent in Ohio; the full name, date of birth, and social security number of each partner or limited partner; or

- ii. If the entity is a corporation, the name of the corporation; the state or jurisdiction under which it is organized; the address of the principal office; the address of the principal office in Ohio; the federal employer identification number; the name and address of the statutory agent in Ohio; the full name, date of birth, and social security number of any officer or director, and any stockholder holding more than two percent (2%) of the stock of the corporation.

c. The following employee information:

- i. The full name, residential address, date of birth, and social security number of each person employed by the massage establishment or whose employment is contemplated by the establishment, and the capacity in which such person is or is to be employed;
- ii. a statement that the applicant and, to the applicant's knowledge, the persons named in the application have never been convicted of or plead guilty to any offense other than a misdemeanor traffic offense, or a statement listing the offenses other than misdemeanor traffic offenses of which the applicant or any person named in the application has been convicted, including the offense, date of conviction, and the name and location of the court; and

d. Authorization for an investigation into the criminal record of any person applying for a permit.

e. The applicant's agreement to abide by these regulations and the laws of Ohio, and any amendments, additions, or revisions thereof.

6) An application for a renewal permit to operate a massage establishment shall, in addition to those requirements in Section 5, include the names, addresses, dates of birth and social security numbers of each person employed by the massage establishment.

7) An application for a license or renewal license as a masseuse or masseur shall contain the following:

- a. The full name, residential address, date of birth, and social security number of the applicant;
- b. A statement of the applicant's training, experience, and other masseuse or masseur qualifications;

- c. The results of a physical examination performed by a licensed physician, physician assistant, a clinical nurse specialist, a certified nurse practitioner, or a certified nurse-midwife within thirty (30) days of the application certifying that the applicant is free from communicable diseases;
- d. Two clear, passport-sized photographs of the applicant, taken not more than thirty (30) days prior to the date of filing the application;
- e. Authorization for an investigation into the background and any criminal record of the applicant, including authorization for subsequent investigations to supplement or update the information;
- f. The applicant's agreement to abide by these regulations and the laws of Ohio, and any amendments, additions, or revisions thereof.

(E) Inspection

- 1) Upon receipt of an application for an initial or renewal permit to operate a massage establishment, the Administrator shall notify the authorities, as designated by the Board of Trustees, to conduct health and safety inspections of the premises within thirty (30) days of the filing of the application and to determine compliance or noncompliance with applicable health and safety codes. Written reports of inspection shall be prepared by the inspectors and filed with the Administrator, and shall become part of the application for the permit. Written notice of the inspection date and time shall be sent to the applicant. An inspection cannot be performed to issue a permit without consent of the applicant to perform the inspection. However, without an inspection, no permit will be provided.
- 2) Upon receipt of an application for an initial or renewal license as a masseuse or masseur, the Administrator shall refer the applicant to the Colerain Township Police Department to be fingerprinted, and shall notify the department to conduct an investigation into the background of the applicant. A written report of the results of the investigation shall be prepared and filed with the Administrator and shall become part of the application for a license.

(F) Action on Application

- 1) The Board of Trustees shall act on the application no later than thirty (30) days after receiving a complete filing that contains all information described in the above Section (D). If the Board finds that additional information, inspections, or investigations are reasonably necessary to evaluate the application properly, it may order the applicant to provide supplemental information or order supplemental inspections and investigations and postpone action on the application pending receipt of the supplemental information or reports. Written notice of any inspection, including the date and time, shall be sent to the applicant.
- 2) The application will be denied if:

- a. The application is incomplete, contains any false information, or fails to comply with these regulations;
 - b. The applicant is a limited partnership, corporation, or other entity that is not in good standing in the jurisdiction where organized or is not authorized to do business in Ohio;
 - c. The operation of a massage establishment at the specified premises would violate existing zoning restrictions;
 - d. The report of the applicable health and safety inspections conducted pursuant to Section (E) (1) reveal any unsanitary, unsafe, or hazardous condition on the premises subject to the permit or renewal permit or any violation of applicable health or safety codes;
 - e. The applicant for a permit or renewal permit to operate a massage establishment has failed to cooperate with any required health or safety inspection or background investigation;
 - f. The applicant for a license or renewal license as a masseuse or masseur has failed to cooperate with any required background investigation;
 - g. The applicant for a license or renewal license as a masseuse or masseur is under the age of twenty-one (21);
 - h. The applicant or any person named in the application for an initial or renewal permit to operate a massage establishment or the applicant for a license or renewal license as a masseuse or masseur, within the past five years, has been convicted of or plead guilty to an offense under Chapter 2907 of the Ohio Revised Code or a substantially equivalent offense under a municipal ordinance in Ohio, or under the laws of another state or territory or of the United States, or under a municipal ordinance in any such jurisdiction;
 - i. Any masseuse or masseur employed by the massage establishment for which a renewal permit is sought, or the applicant for a license or renewal license as a masseuse or masseur, has been convicted of or plead guilty to a violation of Section 503.42 of the Ohio Revised Code; or
 - j. The applicant has violated these regulations, or aided and abetted any violation of these regulations.
- 3) If the application is denied, the Administrator shall promptly notify the applicant in writing of the order denying the application. If the Board of Trustees approves the application, the Administrator shall promptly issue a permit or license to the applicant.

- 4) A permit or renewal permit to operate a massage establishment shall contain the address of the permit premises, the name and address of the permit holder, and the date of issuance and date of expiration of the permit.
- 5) A license or renewal license as a masseuse or masseur shall contain the name, address, date of birth, physical description, a clear, color photograph of the licensee, and the date of issuance and date of expiration of the license.

(G) Location of Massage Establishments

No massage establishment shall be located within 500 feet of an Adults Only Entertainment Establishment, or any business primarily featuring Adult Material as defined in the Colerain Township Zoning Resolution.

(H) Display of Permit or License

The permit to operate a massage establishment shall be prominently displayed in an area of the premises open to the public. The license of a masseuse or masseur shall be prominently displayed in the area where the licensee provides massages.

(I) Expiration of Permit or License

A permit to operate a massage establishment or a license as a masseuse or masseur is valid for one year and expires on the anniversary of the date of issuance, unless sooner revoked as provided in these regulations.

(J) Revocation or Denial of Permit or License

The Board of Trustees may at any time revoke a permit or license issued pursuant to these regulations, on any of the grounds listed in these regulations for denial of the permit or license, including any reason arising or discovered after the issuance of a permit or license. The Administrator shall promptly notify the permit holder or license holder in writing of the order of revocation and the reason for the denial or revocation. The Board of Trustees may, but does not have to, hold a hearing in connection with an order denying or revoking a permit or license. Any person that has a permit or license revoked may request a hearing within thirty (30) days after the date on the notice of the violation. The Board of Trustees shall, upon receipt of hearing request, set a date, time, and location and notify the permittee or licensee in writing. At the hearing, the Board of Trustees may allow the permittee or licensee to present evidence regarding the alleged violation. After the hearing, the Board of Trustees may dismiss the allegations or sustain the allegations and revoke the permit or license. Any person adversely affected by a denial or revocation for a permit or license may appeal an order to the Hamilton County Court of Common Pleas, the place of business the permittee is located, or the court in which the person is a resident. The appeal shall be in accordance with Chapter 2506 of the Ohio Revised Code.

(K) Transfer of Permit or License

A permittee or licensee shall not transfer the permit or license to a location other than the premises designated in the application. A permittee or licensee shall not transfer the permit or license to any other person or entity.

(L) Inspections and Investigation

- 1) Health and safety inspections of permit premises may be conducted periodically after the issuance or renewal of the permit to ensure continued compliance with health and safety codes. The Board of Trustees may order health and safety inspections at any time there is reasonable cause to believe that an unsanitary, unsafe, or hazardous condition exists on the premises. The Administrator shall notify the appropriate authorities or agencies to make such inspections at designated times. Written reports of inspections shall be filed with the Administrator. Written notice of the inspection date and time shall be sent to the applicant.
- 2) At any time there is reasonable cause to do so, the Board of Trustees may order a background investigation, including the criminal record, if any, of any permittee, person named in the application for a permit, employee of a permittee, or a licensee. Written reports of investigation shall be filed with the Administrator.
- 3) The Township may, from time to time, require a masseuse or masseur to undergo a physical examination performed by a licensed physician, a physician assistant, a clinical nurse specialist, a certified nurse practitioner, or a certified nurse-midwife certifying that the masseuse or masseur continues to be free from communicable diseases.

(M) Operation of Massage Establishments

- 1) Massage establishments shall close no later than 8:00 p.m. and shall not open earlier than 7:00 a.m.
- 2) No massage establishment shall employ a masseuse or masseur who does not have a valid, current license issued pursuant to these regulations.
- 3) No person under age eighteen (18) shall be employed or contracted with, by or in the massage establishment in any capacity, whether full-time or part-time, and with or without compensation in any form.
- 4) The owner, operator, or person in charge of the establishment shall allow the Township, agents for the Board of Trustees, and Township, county, state or federal authorities, including law enforcement officers, access to any and all parts of the premises for the purpose of making any health or safety inspection pursuant to these regulations, and shall cooperate in any background investigation.

- 5) The permittee shall file a list of employees with the Administrator and shall file an amended list any time there is a change in personnel. The list shall state the name, address, date of birth, and position of each employee.
- 6) No person under age eighteen (18) shall be permitted entry during business hours without being accompanied by a parent or legal guardian.
- 7) The owner, operator, or person in charge of the massage establishment shall exercise adequate supervision to ensure that the employees comply at all times with these regulations and the laws of Ohio.

(N) Massage Establishment Employee Conduct

- 1) A person under the age of eighteen (18) shall not accept or continue employment by or in a massage establishment in any capacity, whether full-time or part-time, and with or without compensation in any form.
- 2) No person shall accept or continue employment by any massage establishment that does not have a valid, current permit issued pursuant to these regulations
- 3) Any masseuse or masseur shall cooperate with any background investigation under these regulations.
- 4) No employee of a massage establishment, in the performance of his or her duties, shall do any of the following:
 - a. Knowingly touch or fondle, or offer or agree to touch or fondle the genitalia, pubic area, rectal area, or perineum of any person, or the breast of any female person, whether such touching or fondling is with part of the employee's body or with a mechanical or electrical apparatus or appliance;
 - b. Knowingly engage, or offer or agree to engage, in sexual conduct or sexual contact as defined in Section 2907.01 of the Ohio Revised Code, whether such sexual conduct or sexual contact is with part of the employee's body or with a mechanical or electrical apparatus or appliance;
 - c. When providing a massage, knowingly allow the pubic or genital area or buttocks of the client, or the breasts of a female client, to be uncovered; and
 - d. Go unclothed, or wear clothing which is transparent or translucent, or wear clothing in such a way as to reveal or display the pubic or genital area or buttocks or, if the person is female, the breast.

- 5) All employees of a massage establishment shall, at all times, wear clean clothing, wash hands and bathe when reasonably necessary, and observe reasonable standards of personal cleanliness and hygiene.

(O) Records

The Administrator shall keep a complete record of all documents and proceedings under these regulations, including without limitation applications, reports, copies of permits and licenses issued, notices, correspondences, permittee employee lists, Board of Trustee proceedings, resolutions and orders, and petitions. All documents shall be endorsed by the Administrator with the date of filing.

(P) Deposit and Use of Fees

Fees collected by the Township for permits and licenses under these regulations shall be deposited in the Township General Fund and first applied to the cost of administering and enforcing these regulations.

(Q) Penalties

- 1) Whoever violates Section (C) of this Regulation is guilty of a misdemeanor of the first degree.
- 2) Whoever violates Section (M), sub-sections (1) through (4), both inclusive, and Section (N), sub-sections (2) and (4), is guilty of a misdemeanor of the third degree