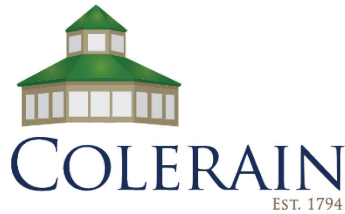


Regular Meeting of the Board of Trustees - April 13

April 13, 2021

- 1. Opening of Meeting**
- 2. Executive Session 6:00PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes**
- 6. Presentations**
 - a. Presentation by Chief Walls Introducing and Swearing-In Promoted Employees
 - b. Presentation by Chief Walls Recognizing the 2020 Firefighters of the Year
 - c. Presentation by Chief Denney for the Swearing in of Police Officer
 - d. Presentation by Chief Denney for the Swearing in of Police Officer
 - e. Presentation by Mark Denney for the Swearing in of a Police Officer
 - f. Presentation by Jeff Weckbach on Transparency Portal Updates
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**
 - Public Safety**
 - a. Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Blue - Vacation Time
 - b. Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Gold - Vacation Time
 - c. Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Gold - Sergeant Pay
 - d. Motion to Approve Noise Permit
 - e. Motion to Purchase Mobile Data Computers
 - f. Motion to Approve Noise Permit
 - Public Services**
 - a. Motion to Authorize Township Administrator to Execute Agreement with Adleta Construction for the 2021 Road Program
 - Planning & Zoning**
 - a. Motion to Authorize the Township Administrator to Execute an Agreement with



Muni-Reg for the Administration of the Township's Vacant Licensing Programs

- b. Resolution Declaring Nuisance and Ordering Abatement

Administration

- a. Motion to Modify in Person Citizen Participation due to COVID-19
- b. Resolution Authorizing to Enter into Agreement with Rumpke for Residential Solid Waste and Recycling
- c. Resolution Authorizing Organizational Chart Modification
- d. Resolution Amending 2020 Permanent Appropriations

11. Old Business

12. Consent Items

- a. New Hire - Police Cadet - Police Department
- b. New Hire - Intern - Administration
- c. New Hire - Maintenance Laborer (Parks) - Public Services Department
- d. New Hire - Seasonal Fire Hydrant Maintenance Worker's – Fire & EMS
- e. New Hire - Full-Time Firefighter - Department of Fire & EMS
- f. Contract - Sedgwick - Worker's Compensation Managed Care
- g. New Hire - Seasonal Maintenance - Public Services

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Fire
Department
Director: Allen Walls, Fire Chief

Presentation by Chief Walls Introducing and Swearing-In Promoted Employees

Rationale:

Introduce and administer the Oath-of-Office to new Career Firefighter/Paramedic Amber Frances who was approved for hire and promotion during the March 9th, 2021 Board Meeting.

PRESENTATIONS

Department: Fire

Department
Director: Allen Walls, Fire Chief

Presentation by Chief Walls Recognizing the 2020 Firefighters of the Year

Rationale:

Introduce and recognize the 2020 Firefighter's of the year Captain Chris Ruwe, Firefighter/Paramedic Don Angst, Captain Mark Walsh, Fire Inspector Jim Bowman, Firefighter/EMT James Riley, Firefighter/Paramedic Dustin Geiger, Lieutenant Eric Reifenberger, Firefighter/Paramedic Keith Peace.

PRESENTATIONS

Department: Police

Department
Director: Mark Denney, Police Chief

Presentation by Chief Denney for the Swearing in of Police Officer

Rationale:

Chief Denney will swear in Police Officer Eric Tricase

PRESENTATIONS

Department: Police

Department
Director: Mark Denney, Police Chief

Presentation by Chief Denney for the Swearing in of Police Officer

Rationale:

Chief Denney will swear in Police Officer Amberly Richardson

PRESENTATIONS

Department: Police

Department
Director: Mark Denney, Police Chief

Presentation by Mark Denney for the Swearing in of a Police Officer

Rationale:

Chief Denney will swear in Police Officer Will Gaffney

PRESENTATIONS

Department: Administration
Department Director: Jeff Weckbach, Assistant Township Administrator

Presentation by Jeff Weckbach on Transparency Portal Updates

A presentation on new transparency items found on the Township Website.

Rationale:

Each year, the Township continues to search for new ways to communicate and display transparency regarding current operations. Below are links to several new tools to help residents understand the overall operations of the Township and to track our progress in key areas:

- 2020 Year in Review:
<https://stories.opengov.com/coleraintownshiphamiltonoh/published/uUHBwlOPB>
- 2021 Strategic Plan Tracking:
<https://stories.opengov.com/coleraintownshiphamiltonoh/published/nOBUZQJdf>
- Department Specific Operational Datasets through the Transparency Portal

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Blue - Vacation Time
Recommend ADOPTION of the Motion.

Rationale:

This MOU is holds a portion of Section 19 of the Township's Collective Bargaining Agreement in abeyance until December 31, 2021.

MEMORANDUM OF UNDERSTANDING

Colerain Township, Hamilton County, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc., by and through their undersigned representatives hereby agree to the following:

Article 19, VACATION, Section 19.7 of the **Police Officers Collective Bargaining Agreement** shall read as follows:

It is the intent of the parties, the Employer and the Union, that the above sections in Section 19 referencing carry-over of vacation time shall be held in abeyance until December 31, 2021, allowing employees to continue the prior practice of carrying over vacation hours as commonly enforced in prior years in Colerain Township, through the calendar year 2021. It is the intent of both parties that any pay out of vacation time for separation that occurs during this period be subject to the limits included in Section 19.

The remainder of Article 19 of the parties' Collective Bargaining Agreement is unaffected by this change. This Memorandum shall remain in effect through the duration of the Agreement, which expires on December 31, 2023.

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Barry L. Gray, Representative
Date: _____

COLERAIN TOWNSHIP, OHIO

by: _____
Geoff Milz, Administrator
Date: _____

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Gold - Vacation Time
Recommend ADOPTION of the Motion.

Rationale:

This MOU is holds a portion of Section 19 of the Township's Collective Bargaining Agreement in abeyance until December 31, 2021.

MEMORANDUM OF UNDERSTANDING

Colerain Township, Hamilton County, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc., by and through their undersigned representatives hereby agree to the following:

Article 19, VACATION, Section 19.7 of the **Sergeants Collective Bargaining Agreement** shall read as follows:

It is the intent of the parties, the Employer and the Union, that the above sections in Section 19 referencing carry-over of vacation time shall be held in abeyance until December 31, 2021, allowing employees to continue the prior practice of carrying over vacation hours as commonly enforced in prior years in Colerain Township, through the calendar year 2021. It is the intent of both parties that any pay out of vacation time for separation that occurs during this period be subject to the limits included in Section 19.

The remainder of Article 19 of the parties' Collective Bargaining Agreement is unaffected by this change. This Memorandum shall remain in effect through the duration of the Agreement, which expires on December 31, 2023.

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Barry L. Gray, Representative
Date: _____

COLERAIN TOWNSHIP, OHIO

by: _____
Geoff Milz, Administrator
Date: _____

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Memorandum of Understanding with the Fraternal Order of Police - Gold - Sergeant Pay
Recommend ADOPTION of the Motion.

Rationale:

During contract negotiations, an issue with version control emerged that led to the wrong language being duplicated into the Sergeants CBA. It is the understanding and intent of both parties to correct this issue through the attached MOU. This MOU outlines the rate of pay for Sergeants while they are serving their probationary period.

MEMORANDUM OF UNDERSTANDING

Colerain Township, Hamilton County, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc., by and through their undersigned representatives hereby agree to the following:

Article 15, WAGES AND COMPENSATION, Section 1 of the **Sergeants Collective Bargaining Agreement** shall read as follows:

Employees shall be compensated according to the following pay scales:

SERGEANT – PROBATIONARY

2021	2022	2023
\$81,000.00	\$83,430.00	\$85,099.00

SERGEANT – NON-PROBATIONARY

2021	2022	2023
\$87,000.00	\$89,610.00	\$91,402.20

The remainder of Article 15 of the parties' Collective Bargaining Agreement is unaffected by this change. This Memorandum shall remain in effect through the duration of the Agreement, which expires on December 31, 2023.

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Barry L. Gray, Representative
Date: _____

COLERAIN TOWNSHIP, OHIO

by: _____
Geoff Milz, Administrator
Date: _____

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Noise Permit

Recommend ADOPTION of the Motion.

Rationale:

This noise permit is for the St. John the Baptist School. The permit is for May 1, 2021 from 7pm-10pm.



PERMIT VALID DATE AND TIME (to and from):



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

Application for Noise Resolution Permit

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

Name of applicant: ST. JOHN THE BAPTIST SCHOOL
Address where event will be held: 5361 DRY RIDGE RD.
Type of event: FUNDRAISER FOR ST. JOHN SCHOOL
Date and Time of Event: MAY 1 7A 10P
Contact number for permit holder: 513-385-7970

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

For Office Use Only, Do not write below this line

Time and date received: 3-29-2021 / 1941 hrs

By: Denney

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

To be placed on Trustee agenda for meeting: 4/13/21 (date of meeting)

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Purchase Mobile Data Computers

Recommend ADOPTION of the Motion.

Rationale:

The motion is to purchase (8) mobile Data Computers for our marked patrol fleet. This purchase will allow us to have terminals for our power shift cars as well as supplement our existing inventory. Each terminal is \$4504.47 for a total cost of \$36,035.76. This was budgeted for in the 2021 police budget.

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Noise Permit

Recommend ADOPTION of the Motion.

Rationale:

This permit is requested by McDogs Lakeside Saloon for May 1, 2021 through October 1, 2021 (note, the original permit requests through October 2 which is not in accordance with the resolution.



PERMIT VALID DATE AND TIME (to and from):



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

Application for Noise Resolution Permit

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

Name of applicant: McDOG'S LAKESIDE SALOON
Address where event will be held: 3611 BEVIS LAKE
Type of event: SUMMER MUSIC SEASON
Date and Time of Event: MAY 01, 2021 - OCT 02, 2021 1:00PM - 9:00PM
Contact number for permit holder: TOM SCHWARTZ
(513) 479-0592

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

For Office Use Only, Do not write below this line

Time and date received:

By: Denney

Number of issued permits in calendar year: Residential _____ Business 2

To be placed on Trustee agenda for meeting: 4/13/21 (date of meeting)

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SERVICES

Department: Public Services

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

Motion to Authorize Township Administrator to Execute Agreement with Adleta Construction for the 2021 Road Program

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township received five responses to the Request for Proposals for the 2021 Road Repaving Program, listed below:

- Adleta \$1,890,198.68
- Jurgensen \$1,936,112.15
- RA Miller \$1,991,835.55
- Barrett \$2,013,834.75
- Prus \$2,318,870.55

Adleta Construction has the lowest and best bid, meets all of the requirements set forth in the construction plans and specifications, and has previously successfully performed road repairs within the Township.

		Adleta Construction		John R. Jurgensen Co.		R.A. Miller Construction Co.		Barrett Paving Materials, Inc		Prus Construction Co.	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
BID FORM											
202 - WEARING COURSE - S.Y	53,171	\$1.63	\$86,668.73	\$1.60	\$85,073.60	\$1.65	\$87,732.15	\$3.05	\$162,171.55	\$1.80	\$95,707.80
448 - ASPHALT SUFACE COURSE, 12.5 MM, TYPE A (448) - C.Y	2,215	\$193.00	\$427,495.00	\$188.00	\$416,420.00	\$191.00	\$423,065.00	\$195.50	\$433,032.50	\$210.00	\$465,150.00
448 - ASPHALT INTERMATE COURSE - C.Y	2,215	\$164.00	\$363,260.00	\$160.00	\$354,400.00	\$162.00	\$358,830.00	\$165.00	\$365,475.00	\$180.00	\$398,700.00
604 - STORM MANHOLE SHIM RING - EACH	5	\$77.00	\$385.00	\$75.00	\$375.00	\$75.00	\$375.00	\$295.00	\$1,475.00	\$250.00	\$1,250.00
604 - STORM MANHOLE BRICK AND MORTAR - EACH	68	\$570.00	\$38,760.00	\$550.00	\$37,400.00	\$572.00	\$38,896.00	\$750.00	\$51,000.00	\$900.00	\$61,200.00
604 - SANITARY MANHOLE SHIM RING - EACH	11	\$26.00	\$286.00	\$25.00	\$275.00	\$25.00	\$275.00	\$26.00	\$286.00	\$250.00	\$2,750.00
604 - SANITARY MANHOLE PRE CAST RING - EACH	59	\$570.00	\$33,630.00	\$550.00	\$32,450.00	\$572.00	\$33,748.00	\$470.00	\$27,730.00	\$850.00	\$50,150.00
604 - WATER VALVE SHIM RING - EACH	4	\$77.00	\$308.00	\$75.00	\$300.00	\$78.00	\$312.00	\$185.00	\$740.00	\$450.00	\$1,800.00
608 - SIDEWALK RAMPS 5" - S.F	1,571	\$13.70	\$21,522.70	\$15.30	\$24,036.30	\$14.50	\$22,779.50	\$13.70	\$21,522.70	\$23.00	\$36,133.00
608 - SIDEWALK 5" - S.F	200	\$10.00	\$2,000.00	\$11.25	\$2,250.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$14.00	\$2,800.00
608 - DRIVEWAY APPRONS 7" - S.F	1,160	\$10.00	\$11,600.00	\$11.50	\$13,340.00	\$11.50	\$13,340.00	\$10.00	\$11,600.00	\$12.00	\$13,920.00
609 - TYPE 3 CURB REPLACEMENT - L.F	15,869	\$27.50	\$436,397.50	\$30.50	\$484,004.50	\$29.35	\$465,755.15	\$27.50	\$436,397.50	\$38.00	\$603,022.00
SPL - SINGLE CATCH BASIN RECONSTRUCT - EACH	4	\$2,156.00	\$8,624.00	\$2,450.00	\$9,800.00	\$2,465.00	\$9,860.00	\$2,156.00	\$8,624.00	\$2,900.00	\$11,600.00
SPL - SINGLE CATCH BASIN REHABILITATE - EACH	18	\$1,273.00	\$22,914.00	\$1,425.00	\$25,650.00	\$2,015.00	\$36,270.00	\$1,273.00	\$22,914.00	\$1,800.00	\$32,400.00
SPL - DOUBLE CATCH BASIN RECONSTRUCT - EACH	19	\$2,330.00	\$44,270.00	\$2,600.00	\$49,400.00	\$3,365.00	\$63,935.00	\$2,330.00	\$44,270.00	\$3,500.00	\$66,500.00
SPL - DOUBLE CATCH BASIN REHABILITATE - EACH	35	\$1,442.00	\$50,470.00	\$1,600.00	\$56,000.00	\$2,685.00	\$93,975.00	\$1,442.00	\$50,470.00	\$2,100.00	\$73,500.00
SPL - FULL DEPTH ASPHALT REPAIR - S.Y	1,095	\$70.00	\$76,650.00	\$68.00	\$74,460.00	\$70.00	\$76,650.00	\$109.25	\$119,628.75	\$120.00	\$131,400.00
SPL - CONCRETE JOINT REPAIR - S.F	6,200	\$11.60	\$71,920.00	\$12.50	\$77,500.00	\$11.50	\$71,300.00	\$11.25	\$69,750.00	\$13.00	\$80,600.00
SPL - UNDERCUT (PER DETAIL IF NEEDED) - S.Y	50	\$211.00	\$10,550.00	\$205.00	\$10,250.00	\$205.00	\$10,250.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00
SPI - DOUBLE YELLOW LINE - FT	2,400	\$2.00	\$4,800.00	\$2.10	\$5,040.00	\$2.00	\$4,800.00	\$1.90	\$4,560.00	\$4.00	\$9,600.00
SPL - CONTENGINCY - CONTENGINCY	1	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75	\$177,687.75
21 Items	Totals		\$1,890,198.68		\$1,936,112.15		\$1,991,835.55		\$2,013,834.75		\$2,318,870.55

CONTRACT 21-1 ROAD IMPROVEMENTS

THIS AGREEMENT, made and entered into this 13 day of April, in the year **Two Thousand Twenty-one** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and Adleta Construction herein after designated as the Contractor.

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

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

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

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately **\$ 1,890,198.68**

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

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY,
OHIO

Contractor _____

Administrator: Geoff Milz

Signature _____

Signature: _____

PART IV Section A CONTRACT 21-1 ROAD IMPROVEMENTS

CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

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

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

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

Attorney, Colerain Township
Hamilton County, OH

PART IV CONTRACT 21-1 ROAD IMPROVEMENTS

Section B.

CONTRACT BOND

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

Section C.

INSURANCE CERTIFICATES

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

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

PART IV, Section D (1) CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT

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

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

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

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

NOW, THEREFORE, IT IS AGREED THAT:

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

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

CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT(CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____ on the _____ day of _____, 20_____.

COLERAIN TOWNSHIP BOARD OF TRUSTEES
OF HAMILTON COUNTY, OHIO

Witness

Township Administrator

Witness

Witness

Witness

Contractor

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

Date

Escrow Agent

PART IV, Section D (2) CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT WAIVER

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

TOWNSHIP REPRESENTATIVE DATE

CONTRACTOR
DATE

NOTE:

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



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

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

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

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

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

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

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

DECLARATION

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

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

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

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

CERTIFICATION

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

Signature

Date

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

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

PO# _____/Quote# _____

STATE OF OHIO COUNTY OF _____ SS:

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

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

Further, Affiant sayeth naught.

[*Signature*]

[*Title*]

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

Notary Public - State of _____ Commission Expires: _____

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Motion to Authorize the Township Administrator to Execute an Agreement with Muni-Reg for the Administration of the Township's Vacant Licensing Programs

Recommend ADOPTION of the Motion.

Rationale:

See attached memorandum files.



Local Gov Consultants, LLC
2391 Forest Oaks Drive
Beavercreek, OH 45431
937-545-5565

Pete Bales, IMCA-CM, CPRP
Principal Consultant

MEMO TO: Michael Ionna, Director of Planning, Zoning Administration & Code Enforcement

FROM: Pete Bales, Principal Consultant on behalf of MuniReg

SUBJECT: Benefits of MuniReg for VPRR Administration

DATE: September 21, 2020

Issue

Colerain Township has two distinct resolutions to combat vacancies (Vacant Building Maintenance License Resolution and a Vacant Foreclosed Property Registration Resolution). The challenge exists with the administration of the resolutions to gain compliance from all affected property owners. This is time consuming and frustrating because code enforcement officials are being tasked with extensive research regarding identifying current ownership and respective contact information, instead of spending valuable time on code enforcement activities throughout the Township.

What does MuniReg do for you?

MuniReg relieves this burden from the code enforcement team by handling all the administrative tasks associated with registering properties and linking the “decision makers” to each vacant property. Essentially, MuniReg will free up existing staff to utilize their training more appropriately and effectively. Staff can focus their time on enforcement, physical inspections, etc. This is a critical benefit for communities that already have a program in place.

The MuniReg communication platform facilitates direct communication with property managers, owners, lending institutions and your team. Because the MuniReg platform is web-based, access to the information is available to anyone the Township deems necessary including police and fire departments.

Finally, MuniReg employs a team of dedicated professionals, assigned to your community guaranteeing fast results on your behalf.

The bottom line is that a partnership with MuniReg will save you time, money and make your organization more effective and efficient when dealing with vacant property issues.

How MuniReg gets results:

MuniReg was founded by Michael Halpern. Michael spent 17 years at Safeguard Properties, the nation’s largest mortgage field service company, that maintains (zombie) properties for banks and mortgage companies. The last eight of those years, principal was the Director of Community Initiatives and presented at numerous regional, state and national municipal conferences on the subjects of “zombie foreclosures”, the mortgage servicing process and how it pertains to vacant and abandoned properties,

and vacant property registration legislation. He is national expert in vacant and abandoned properties and vacant property registration programs.

Utilizing Halpern's expertise, MuniReg will review your current resolutions and ensure all language is reflective of national best practices and engage a proactive solution tailored to Colerain Township's best interests.

After an agreement has been enacted, MuniReg staff researches, identifies, and tracks properties, and contacts responsible parties to ensure registration compliance. Colerain Township will receive its share of the registration fee and information on responsible parties through an easy-to-use cloud-based website interface. MuniReg is only compensated by the collection of registrations (\$100 per registration**), therefore, it is to everyone's advantage to gain as much compliance as possible through this program.

** For the Township to retain the amount of the current registration fees, fees would need to be increased by \$100 per registration.

Furthermore, MuniReg will follow up on your behalf regarding all issues and concerns with vacant properties to gain registration compliance. As an added benefit, MuniReg will proactively engage community members and staff to assist in identifying candidates for registration thereby educating them on the municipality's efforts to address blight.

Outcome for Colerain Township:

The primary outcome of working with MuniReg will be the acquisition of better data on the extent and nature of vacant and foreclosed properties within the Township, fully maximizing the benefits of the program and achieving the original objectives to reduce the harm they pose to surrounding properties and their neighborhoods.



Michael S Halpern founded MuniReg LLC out of his passion to serve communities regarding the challenges surrounding vacant and abandoned properties, “zombie foreclosures”, and blight. As the Founder and President of MuniReg LLC Michael applies his extensive experience in various aspects pertaining to vacant and abandoned properties to open the dialogue among various parties, and aid in solutions to reduce blight while protecting community needs.

Prior to founding MuniReg, Michael spent 17 years at Safeguard Properties, the nation's largest mortgage field services company working on behalf of mortgage servicers (banks). For much of his tenure at Safeguard Properties, he served as their Director of Community Initiatives, spearheading the educational outreach to municipal and State governments. In this role, his primary objectives were providing insight into the mortgage servicing sector and educating parties on ways to share resources to assist municipal officials in navigating and achieving positive results with “zombie foreclosures”.

In January 2019, MuniReg was founded to assist and partner with local governments for the implementation and administration of vacant property registration ordinances (VPRO). VPROs are the most widely utilized tool in the fight against blight and many communities struggle with the administrative functions and lack internal resources to execute consistently. Often, ordinance language, drafted without assistance and without knowledge of potential negative ramifications and consequences, can place the municipal entity in unnecessary risk. MuniReg addresses these issues and its users can increase efficiency, productivity and collection rates.

Michael is a current and active member of the Erie County (NY) Zombie Foreclosure Task Force.

Michael has been honored as a speaker at numerous regional, state and national conferences, including:

- American Association of Code Enforcement
- National Housing Conference
- National League of Cities
- Center for Community Progress
- International Code Council
- Local Government Academy

- Federal Reserve Bank of Cleveland (Problem Properties Series Webinar)
- Housing Alliance of Pennsylvania
- Ohio Community Development Corporation
- State Code/Building Official Associations in AL, AZ, CA, CT, CO, FL, ID, IL, KS, KY, MI, OH, OK, MS, NY, TN, TX, UT, WA & WY

Published Articles

- American City & County: (Sep. 2020) [Better local government data security can prevent property fraud](#)
- American City & County: (Mar. 2020) [Post-COVID-19 property maintenance responsibility](#)
- American City & County: (Feb. 2020) [Municipal leaders should improve property registries to combat property blight](#)
- Servicing Management: [Beyond Property Preservation: Proactively Tracking Legislation](#)
- Housing Wire: [Community Outreach; Proposing a New Approach to Code Enforcement, City Outreach](#)
- National Mortgage News: [Benefits of Accelerating the Foreclosure Process for Vacant Homes](#)
- DS NEWS: [Safeguard Properties Receives Partnership Award from Code Enforcement Agency](#)

Letters of Recommendation (2)

December 30, 2019

To Whom It May Concern,

As an industry leader in the registration of vacant, abandoned and/or foreclosed properties we have registered tens of thousands of properties with hundreds of independent municipalities. We have experienced hurdles and challenges with some of these programs that affect the ability to comply in a timely fashion. Additionally, due to specific nuances inherent to these properties, we occasionally encounter concerning language and/or requirements that increase liability for all parties.

These concerns exist in instances where a municipality implements and administers a program directly, but also where third-party assistance is utilized.

I have known Michael Halpern for many years. Michael, while at Safeguard Properties spent many years working to assist local governments in identifying and communicating with banks and mortgage companies, the basis of registration ordinances.

Michael has vast experience and broad knowledge in the larger mortgage servicing arena and, of course, registration ordinances.

Michael understands that the municipality's primary objective is compliance, and that by enabling parties like Bron to easily register, it is a "win-win" for all parties.

I highly recommend Michael Halpern and his company MuniReg. Any municipality will benefit immensely by collaborating with MuniReg for the administration of their registry.

Kevin Hamilton
President, BRON Inc.
kevin.hamilton@broninc.com

Alan Mallach, FAICP
PO Box 623
Roosevelt NJ

Office 609.448.5614
Cell 609.306.0308
amallach@comcast.net

January 8, 2020

To whom it may concern:

As a senior fellow with the Center for Community Progress and author of *Bringing Buildings Back*, I have been engaged with issues of problem and vacant properties for over twenty years. I have known Michael Halpern for most of that time, first when he was employed at Safeguard Properties and more recently since his establishment of his own firm, MuniReg.

I have the highest regard for Michael and his work. He is a thoughtful person, extremely knowledgeable about the many different issues associated with problem properties. He has a broad understanding of the complex issues of public regulation of vacant and problem properties and the dynamics of establishing effective strategies on the ground. His services can be of great value to local governments as well as others trying to deal with their challenges in this area.

Sincerely,



Alan Mallach

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is made as of the 9th day of March 2021(the “Effective Date”), by and between Colerain Township an Ohio Township (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

RECITALS

- A. Client is an Ohio Township
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction, including those that are in the foreclosure process (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance;
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction;
- D. To address these issues related to the maintenance of vacant and/or abandoned properties; Resolution number 62-13 titled “Vacant Building Maintenance License Resolution” (“Resolution A”) was adopted by the Client on the on the 11th day of June 2013;and Resolution number 61-13 titled “Vacant Foreclosed Property Registration Resolution” (“Resolution B”) was adopted by the Client on the 11th day of June 2013; Collectively, the (“Resolutions”)
- E. Pursuant to the authority granted under the Resolutions, the Client desires to enter into this Agreement with MuniReg in order to provide services authorized pursuant to the Resolutions (as further described below, the “Services”), to register vacant and/or abandoned properties (each, a “Registration”), thereby allowing the Client to efficiently and proactively enforce compliance with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any registration fees associated with such registrations (the “Registration Fees”).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services. During the Term of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached **Exhibit A** (the “Services”). MuniReg agrees to cause the Services to be provided by it hereunder in a timely, professional, and workmanlike manner. In performing under this Agreement, MuniReg will comply with the Resolutions, the Codes, and all other laws, rules, regulations, and regulatory and health and safety guidelines that may be applicable to the MuniReg, the Services, and the Properties. MuniReg further represents to the Client and agrees that neither its entering into this Agreement, nor its carrying out of the provisions hereof, will violate any agreement, oral or

written, to which it is a party or by which it is bound. The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date. This Agreement shall remain in effect through 12/31/2021 (the “Term”), unless terminated pursuant to the terms of this Section 2.

(b) Termination. Either party may terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations, or; (4) This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) calendar day’s prior written notice to the opposing party. Finally, this Agreement will automatically terminate in the event that MuniReg’s authority to perform the Services under the Resolutions is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination or expiration of this Agreement, MuniReg will cease all services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination or expiration of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, and 10 shall survive such termination or expiration and remain in effect, as well as any provision that ought reasonably be construed to survive such termination or expiration. Upon any termination or expiration of this Agreement: (a) each party shall promptly (and in no case more than 10 calendar days) return to the other or destroy all data, materials, and other property of MuniReg then held by it (and all copies thereof provided that MuniReg may keep a copy for ____ months after termination); and (b) MuniReg shall promptly (and in no case more than 10 calendar days) remit to the Client any Registration Fees owed to the Client under the terms of **Exhibit A** (less any fees or other amounts payable to MuniReg under the terms of **Exhibit A**). In addition, for a period of six (6) months following the termination or expiration of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. Client will compensate MuniReg for the Services in the amounts agreed upon and set forth in Exhibit A. Except as explicitly provided on the attached Exhibit A, the Services will be provided by MuniReg at its sole cost and expense.

4. Independent Contractor Status. MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

5. Warranties and Indemnification.

(a) MuniReg Warranties. MuniReg warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (b) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Resolutions, all other applicable laws, regulations, codes, and ordinances; and (c) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Indemnification. MuniReg will defend, indemnify and hold the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual or alleged infringement or any U.S. or foreign patents, trademarks or copyrights or for actual or alleged violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or

in combination with other materials, or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder. The Client will defend, indemnify and hold MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any Damages arising from or relating to the gross negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; provided, that the total aggregate liability of the Client to provide an indemnification under this Section 5(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless it agrees otherwise. Client will indemnify MuniReg for any damages incurred by MuniReg related to any challenge to the constitutionality of Resolution A or Resolution B, or for a material breach of its obligation under this Agreement up to a maximum of \$50,000.

(c) Client Obligations.

- i. In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Resolutions, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.
- ii. Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Resolutions, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

(d) Limitation of Damages. Notwithstanding Section 5(b) or any other term or provision contained herein to the contrary, the liability of MuniReg and/or its principals, agents, and affiliates to Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, shall in all cases be limited to the fees actually received by MuniReg for Services performed hereunder, as calculated for the twelve (12) month period immediately preceding the date of the event which gave rise to the claim for liability under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose. The foregoing limitation shall not apply in the case of claims or other

Damages arising from: (i) a party's gross negligence, willful misconduct, or intentional breach; or (ii) a party's breach of Section 6 (Intellectual Property), Section 7 (Confidentiality), or Section 9 (Non-Solicitation). In all cases, the Client's indemnification obligations hereunder will be subject to the limitations set forth in Section 5(b) above.

6. Intellectual Property

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any intellectual property rights of MuniReg, or any or its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 6(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 6(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a perpetual, royalty-free, non-exclusive, transferable, right and license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

7. Confidentiality

(a) Generally. Subject to Freedom of Information Act request, during the Term of this Agreement and beyond, each party (for purposes of this Section 7, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 7, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, trade secrets, information, data, know-how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the "Confidential Information"). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party's performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party's performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 7) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) Compelled Disclosure. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) Client Information. All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Data for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies, of drawings and specifications, for information, reference, and internal use in connection

with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to Freedom of Information Act (“FOIA”) or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) Audit and Inspection Rights. MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the “Retention Period”). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

8. Insurance. Throughout the term of this Agreement, MuniReg shall maintain the following policies of insurance: (a) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Seller's employees are located; and (b) error and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and non-contributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 8 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

9. Restrictions. Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce,

any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 9 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

10. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the state of _____, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or Federal courts located in Hamilton County, Ohio, and each party hereto consents to the exclusive personal jurisdiction of such courts and each party agrees not to bring any action or proceeding arising out of or relating to this Agreement, the Services, or the transactions contemplated hereby in any other

courts. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

E-mail: _____

Attention: _____

To MuniReg:

MuniReg LLC
2940 Noble Road, Suite 202
Cleveland, Heights, Ohio 44121
E-mail: mhalpern@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 10(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the post-mark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; *provided; however*, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the

Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, or other cause not the fault of the affected party (a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchaser, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploring additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached Exhibit A.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”

Colerain Township, Hamilton Ohio

By: _____

Print Name: _____

Its: _____

“MuniReg”

MUNIREG LLC

By: _____

— Michael Halpern, President

Exhibit A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Resolutions, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Resolutions.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain \$100 of each collected Registration Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) no later than the 15th day of the following month with respect to each month during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Resolutions in order to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.
9. Pertaining to previously registered Properties, on a date, agreed upon by MuniReg, prior to the Effective Date of this Agreement, the Client will provide MuniReg with a digital file, in format agreeable to MuniReg, containing all of the information of all Properties registered with the Client under the Prior Ordinance. If the Client is unable to provide the agreed upon digital file then the Client will provide MuniReg with all property registration information, including but not limited to registration forms, to MuniReg for manual entry into the MuniReg database. If manual entry of this information is required of MuniReg the Client agrees to compensate MuniReg at the

rate of \$10.00 per Property. Any data entry compensation due to MuniReg will be withheld from future Registration Fees due the Client per paragraph 6 above.

PLANNING & ZONING

Department: Planning & Zoning

Department
Director:

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

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

- 3001 Niagara - 510-0052-0278-00
- 2557 Niagara - 510-0051-0343-00
- 8944 Pippin - 510-0062-0220-00
- 3060 Windsong - 510-0052-0622-00
- 2448 Roosevelt - 510-0031-0443-00
- 2448 Roosevelt - 510-0031-0444-00
- 10141 Menominee - 510-0041-0436-00

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the 13th day of April 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation, garbage, refuse and/or other debris have been witnessed to exist at the property listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3001 Niagara	510-0052-0278-00
2557 Niagara	510-0051-0343-00
8944 Pippin	510-0062-0220-00
3060 Windsong	510-0052-0622-00
2448 Roosevelt	510-0031-0443-00
2448 Roosevelt	510-0031-0444-00
10141 Menominee	510-0041-0436-00

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

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

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

1. That this Board of Trustees specifically finds and hereby determines that the uncontrolled growth of vegetation, garbage, refuse and/or other debris on the above-referenced property constitutes a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board of Trustees directs that notice of this action be given to owner(s) of the said property and/or lienholder(s) in the manner as required by Ohio Revised Code Section 505.87; and

2. That this Board of Trustees hereby orders the owner(s) of said property to remove and abate the nuisances within seven days after notice of this order is given to the owner(s) and lienholder(s) of record. If said nuisances are not removed and abated by the said owner(s), or if no agreement for removal and abatement is reached between the Township and the owner(s) and lienholder(s) of record within seven days after notice is given, the Zoning Director shall cause the nuisances to be removed and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87; and

3. In the alternative, if said nuisances are not removed and abated by the said owner(s), or if no agreement for removal and abatement is reached between the Township and the owner(s) and lienholder(s) of record within seven days after notice is given, the Board of Trustees provides the Law Director authority to pursue any and all legal means to abate such nuisance and collect any corresponding fees and/or fines associated with such nuisance and/or its abatement; and

4. 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

5. 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; and

6. 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 13th day of April, 2021.

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of April, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Modify in Person Citizen Participation due to COVID-19

Recommend ADOPTION of the Motion.

Rationale:

On July 28, 2021 the Board of Trustees adopted guidelines for citizen participation at Public Meetings of the Board of Trustees and other Township Boards/Commissions. At that time, the Board tied citizen participation to the Public Health Advisory Alert System and specifically the designated alert levels. The original alert levels were to be tied to various public health data points and indicators per the below:

- Alert Level 1 (Yellow): County has triggered 0 or 1 of the indicators and there is active exposure and spread.
- Alert Level 2 (Orange): County has triggered 2 or 3 of the indicators and there is increased exposure and spread.
- Alert Level 3 (Red): County has triggered 4 or 5 of the indicators and there is a very high exposure and spread.
- Alert Level 4 (Purple): County has triggered 6 or 7 of the indicators and there is severe exposure and spread.

Since the adoption of these rules, the state has changed the parameters that correspond to each alert level. On review, the Township recommends that the public participation levels be tied to activation of various indicators and not based on the overall alert level, per the attached document.

The Colerain Township Trustee Chambers can safely hold and socially distance up to 40 people. In the event that more than 40 people attend the meeting, the Trustees can open up rotunda and set up an exterior system to allow more citizens to watch or listen to the meeting live.

The State of Ohio also continues to relax various restrictions as more Ohioans become eligible to receive a covid vaccine. Governor Dewine indicated that public health orders will be removed when the state's case count drops below 50 per 100k residents. We continue to head in the right direction as cases decline and more people are vaccinated. The Township will continue to update special orders and guidelines as things progress with vaccination efforts and overall cases remain low.

Public Health Indicators Triggered	CITIZEN COMMENT	PUBLIC HEARINGS	ATTENDANCE
0-1	In person comments only.	In person testimony only.	Residents may attend meetings in person.
2-3	In person (per established process*) or via email.	In person (per established process*) only.	Residents may attend meetings in person.
4-5	Via email only.	In person (per established process*) only.	Residents are not permitted to attend in person.
6-7	Via email only.	Public Hearings will be rescheduled.	Residents are not permitted to attend in person.

*The established process refers to the parameters found in:
<https://app.cerkl.com/org/story.php?id=9642056>

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Authorizing to Enter into Agreement with Rumpke for Residential Solid Waste and Recycling
Recommend ADOPTION of the Resolution.

Rationale:

Colerain Township currently has an existing agreement with Rumpke for solid waste and recycling for all residential structures in the Township. This contract is a joint contract with Springfield Township and Ross Township. The agreement was effective April 1, 2016 extended through April 30, 2021.

Colerain and Springfield Townships entered into a joint bid process for a new residential solid waste and recycling contract. The bid process was handled by Cost Management Alliances. One response was received related to the RFP that was issued and this response was from Rumpke. Below are the recommended rates for each year of the contract for regular service.

- 2021: \$17.55
- 2022: \$17.90
- 2023: \$18.25
- 2024: \$18.63
- 2025: \$19.00

* A \$2.50 per month rental fee is also included for basic service.

It should be noted that the above does not include the \$0.10 per month charge for Cost Management Alliances for administering the bid process and for their continued assistance throughout the life of the proposed contract. Cost Management Alliances will coordinate opt outs, resolve customer complaints, and provide other assistance as needed.

Of note, the proposed resolution and agreement calls for the following opt out provisions:

- Residents that can prove that they can dispose of trash at their place of employment
- Residents on agriculturally designated CAUV properties
- Residents that need to temporarily suspend service for a period of up to six months

It is worth noting, based on current rates, Colerain's existing contract is approximately \$4 less per month than communities that do not have an exclusive contract. More information on the cost of trash and recycling in various communities can be found here:

<https://coleraintownshiphamiltonoh.opengov.com/transparency/#/41204/query=618C6706DD9469E62B16178EE7051CD0&embed>

Springfield Township is set to vote on this contract on April 13th. To view the entire bid specifications and contract, please click this link: <https://www.colerain.org/DocumentCenter/View/3177/Residential-Solid-Waste-and-Recycling---Rumpke-Bid---2021?bidId=>

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of April, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR RESIDENTIAL SOLID WASTE AND RECYCLING WITH RUMPKKE

WHEREAS, the Colerain Township Trustees and Springfield Township Trustees issued a joint Request for Proposals for Residential Solid Waste and Recycling, Collection, Disposal & Processing for a five-year period; and;

WHEREAS, a bid was submitted on March 26, 2021 by Rumpke of Ohio, Inc; and;

WHEREAS, based on the proposal submitted, Colerain Township has determined the Rumpke bid to be the lowest and best bid and best suited to meet the needs of Colerain Township residents; and;

WHEREAS, the Township desires to maintain the following opt out provisions found in the previous contract with Rumpke:

- Qualified residential households may be exempt from service if the resident is permitted to dispose of his/her solid waste at his/her place of employment. Rumpke and the Township will require the resident seeking this exemption to submit a notarized, written statement from his/her employer on company letterhead verifying that the resident is authorized to dispose of all of his/her solid waste at the employer's establishment; or
- Qualified residential households which are considered working farms may also be exempt from service if the resident provides to Rumpke and the Township a current County-issued CAUV document stating that his/her property is eligible to receive the CAUV designation for property taxes.

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

1. The Township Administrator be formally authorized to enter into an agreement with Rumpke of Ohio, Inc. for residential solid waste and recycling, collection, disposal and processing for a five year term at the prices outlined in the bid specifications; and

2. That Qualified residential households may be exempt from service if the resident is permitted to dispose of his/her solid waste at his/her place of employment. Rumpke and the Township will require the resident seeking this exemption to submit a notarized, written statement from his/her employer on company letterhead verifying that the resident is authorized to dispose of all of his/her solid waste at the employer's establishment; and

3. That Qualified residential households which are considered working farms may also be exempt from service if the resident provides to Rumpke and the Township a current County-issued CAUV document stating that his/her property is eligible to receive the CAUV designation for property taxes; and

4. 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

5. 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; and

6. 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 13th day of April, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of April, 2021.

Jeffrey Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Authorizing Organizational Chart Modification

Recommend ADOPTION of the Resolution.

Rationale:

The Township continues to evaluate and analyze the best complement of positions and organizational structure to effectively provide service to all Township residents. As positions become vacant, staff will review the need for the role and if an alternative organizational structure is more appropriate. The Trustees have placed a strong desire to improve development outcomes in the Township. This emphasis, coupled with the evaluation of the Director of Planning and Zoning role, has led staff to believe that the best complement of positions to move the organization forward would include a Director of Development and a Zoning Administrator.

From a functional standpoint, this shift would also require the transfer of supervision of the Code Enforcement operations to the Police Department. Currently, the Code Enforcement team works closely with the Police Department, so this should be a natural fit for this facet of the organization.

A move to change a police officer role to a sergeant role is also contemplated in this agenda item. This position will provide supervision for an anti-crime unit assigned to patrol. This unit will provide additional police presence during periods of time when call volume and crime peaks. This concept was tested in 2020 and proved to be a very successful approach to serving and protecting the Township.

New job descriptions and modifications to job descriptions that encompass the above changes are included in this packet.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____

RESOLUTION ADOPTING ORGANIZATIONAL CHART MODIFICATION

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

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

WHEREAS, the attached organizational chart and roster has been modified to change a Police Officer position to an Anti-Crime Sergeant position; and;

WHEREAS, the attached organizational chart and roster has been modified to align staff assignments to the newly created Anti-Crime Sergeant; and;

WHEREAS, the attached organizational chart and roster has been modified to align roles and the operational structure of staff in the Department of Development; and;

WHEREAS, the attached organizational chart and roster has been modified to change the chain of command for code enforcement roles; and;

WHEREAS, these positions and changes will enhance the overall operational effectiveness of the Township; and;

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

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

1. The attached Organizational Chart and Roster be formally adopted by the Board of Trustees; and

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

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

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

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

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

ADOPTED this 13th day of April, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of April, 2021.

Jeffrey Baker
Colerain Township Fiscal Officer



POSITION TITLE Anti-Crime Sergeant	STATUS Full time – Non Exempt
REPORTS TO Patrol Commander	Salary Range: Per CBA
SUPERVISES Patrol Officers	Minimum Education: Associate's Degree

PURPOSE:

The position of Anti-Crime Sergeant is supervisory in nature and is to assist in the overall direction of the Colerain Police Department.

SCOPE:

The Anti-Crime Sergeant will provide direct line supervision and be responsible for the daily operations of a specialized patrol shift. The Anti-Crime Sergeant must have the ability to plan, organize, direct, and coordinate activities to ensure the goals and objectives of the Department are achieved.

ESSENTIALS ROLES & RESPONSIBILITIES:

In addition to the job functions of a Uniformed Patrol Officer of Colerain Police Department, the Anti-Crime Sergeant must perform each of the following tasks. The omission of specific statement of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Plan, organize, direct and evaluate, on a daily basis, the line activities of a shift in a manner consistent with Department policy to ensure operational efficiency of the Department.
 - a) Provide daily direct supervision, guidance and training to subordinates to ensure compliance with department policies and procedures while maximizing efficiency; and
 - b) Conduct daily meetings and briefings with subordinates to maintain effective lines of communication, improving operational efficiency of the Department.
- Continually review officer deployment to ensure efficient and effective utilization of manpower.
- When on duty and in the station, be responsible for its conditions and for its economical and efficient operation.
- Continually review and inspect subordinate's appearance and work to ensure compliance with Department policy and procedures.
- Be responsible for the assignment, proper processing, and return of all citations, writs, and documents.
- Coordinate training activities and actively participate in training programs as an instructor, or a student, to enhance job performance.
- Assist the Patrol Commander in the investigation of complaints regarding the conduct of officers within the Department, procuring evidence sufficient to sustain or refute such allegations, and preparing complete and accurate reports.
- Assist the Patrol Commander in organizing and implementing programs, goals and objectives to ensure operational efficiency by, among other things:
 - a) Training personnel.
 - b) Improving working conditions for maximum efficiency and morale.
 - c) Using personnel records and performance ratings for individual guidance and improvement.
 - d) Adequately recognizing outstanding personnel performance.
 - e) Improving efficiency and cooperation in areas of common responsibility.
 - f) Advancing the public relations program for promoting public confidence and support.
 - g) Ensuring proper and economical use of Department property and equipment.
- Be familiar with administrative policy and execute the service program within areas of responsibility, providing for:
 - a) Prevention and suppression of crime.

POSITION TITLE Anti-Crime Sergeant	STATUS Full time – Non Exempt
REPORTS TO Patrol Commander	Salary Range: Per CBA
SUPERVISES Patrol Officers	Minimum Education: Associate's Degree

- b) Protection of life and property.
- c) Apprehension and prosecution of offenders.
- d) Preservation of the peace.
- e) Enforcement of regulatory measures.
- Review records and reports, on a daily basis, for accuracy, completeness and timeliness prior to ending tour of duty to ensure compliance with Department guidelines.
- Check offense and supplemental reports, on a daily basis, to determine crimes committed, crime patterns, and modus operandi used in these crimes and take appropriate action to prevent or solve these crimes.
- Review, on daily basis, property and evidence submissions to ensure compliance with Department regulations, accuracy and completeness.
- Compile written reports for the Patrol Commander as directed to ensure presentation in an accurate, timely manner.
- Inspect arms, ammunition, belts, and holsters of assigned personnel to ensure cleanliness and good working order, promptly correcting and reporting deficiencies.
- Patrol the Township, enforce the laws, and respond to calls for service on a daily basis to ensure delivery of professional law enforcement services.
- Observe and impartially report to the Patrol Commander every breach of discipline or neglect of duty by a subordinate.
- Exercise general supervision and inspection of all public places within the area of responsibility and cause the laws, ordinances and regulations concerning their operation to be enforced.
- Devote the maximum possible time to field operations, noting deficiencies and making appropriate corrections and recommendations, always exercising a degree of leadership commensurate with responsibility.
- Investigate accidents involving police vehicles and report findings, including investigation and reporting of instances of on-duty police officer injuries.
- Conduct oneself in accordance with high ethical standards, both on and off duty.
- Maintain an acceptable level of competence, professionalism, and ability to ensure duties are performed as outlined in this job description.
- Be available for duty at all times in case of special needs or emergencies.
- Work scheduled hours, arriving promptly for duty when scheduled.
- Maintain an acceptable level of competence, professionalism and abilities to perform the duties outlined in the job description of a Uniform Patrol Officer -- acknowledging the fact that general police officer duties must be completed and may supersede the additional duties assigned to a Sergeant.
- Maintain acceptable standards of conduct.
- Follow the direction of supervisors.
- Refrain from abusive and threatening conduct toward co-workers.
- Maintain the confidence and trust of peers, superiors and general citizenry.
- Self-disciplined, self-motivated and work independently of direct supervision.
- Requires strength in inter-personal skills as well as the ability to work independently. Must possess leadership skills and knowledge of current law enforcement strategies. Requires ability to handle stressful situations and exhibit compassion and good judgment when dealing with the public.

**CRITICAL SKILLS /
EXPERTISE:**



POSITION TITLE Anti-Crime Sergeant	STATUS Full time – Non Exempt
REPORTS TO Patrol Commander	Salary Range: Per CBA
SUPERVISES Patrol Officers	Minimum Education: Associate's Degree

- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups, employees, and the general public.
- Ability to get along with other employees.
- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of basic algebra and geometry. Ability to calculate figures and amounts and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

- A valid state driver's license. Must be bondable. Maintain Ohio Peace Officer's Training Academy (OPOTA) certification.
- Must currently have an associate's degree from an accredited university/college or be in the process of actively obtaining an associate's degree. Ohio Peace Officer Training Academy (O.P.O.T.A.), minimum of three years' experience as a police officer and one year as a Colerain Police Officer.

**PHYSICAL & MENTAL
REQUIREMENT:**

- Sergeants must qualify with firearms, and other offensive and defensive weapons and meet O.P.O.T.A. yearly firearm standards. Officers are provided the use of handcuffs, IMPACT weapon, TASER, police communication equipment, personal computers and RCIC system, proper use of a flashlight and the operation of a police vehicle under routine and emergency conditions within local and state laws while performing the duties of this job.
- The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods. Must be able to walk on foot over rough terrain at varying degrees of slope.
- Must be able to overcome resistance of a subject resisting arrest, ability to defend one-self and/or protect others from injury. Employee may be occasionally involved in physical confrontation up to and including life and death situations.
- Officers must operate emergency vehicles under stressful conditions.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

In accordance with hours scheduled by the Chief of Police, it is the employee's obligation to have regular and predictable attendance.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any



POSITION TITLE Anti-Crime Sergeant	STATUS Full time – Non Exempt
REPORTS TO Patrol Commander	Salary Range: Per CBA
SUPERVISES Patrol Officers	Minimum Education: Associate's Degree

time as needed.

SIGNATURE

PRINTED NAME

POSITION TITLE Zoning Administrator	STATUS Full time – Exempt
REPORTS TO Director of Development	Salary Range: \$55,000 - \$75,000
SUPERVISES N/A	Minimum Education: Bachelor's Degree

PURPOSE:

The position of the Zoning Administrator reports directly to the Director of Development and oversees the record keeping, processing of permit applications, and is the staff liaison to the Zoning Commission and Board of Zoning Appeals.

SCOPE:

Responsible for permitting, plan review, and responsible for daily operation of office.

ESSENTIAL ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Works closely with the Director of Development to encourage economic development and assists public with zoning questions and complaints.
- Ensure zoning code compliance for all residential and commercial properties; oversees visual inspection and review of site plans; preparation of plans for Zoning Commission approval; maintains and updates zoning maps.
- Supervises the preparation, storage and distribution of various records, reports, and related materials (monthly and annual activity and zoning permit reports, records of appeals, conditional uses, zone changes, etc.); ensure proper processing of applications and permits; serves as staff to the Zoning Commission and serves or provides departmental staffing to the Board of Zoning Appeals.
- Makes recommendation for the Zoning Commission and Board of Zoning Appeals.
- Perform various administrative duties; ensure staff reports to Zoning Commission and Board of Zoning Appeals are prepared.
- Complete administrative duties such as departmental purchases, responsible for all inspections and permits; coordinate with departmental objectives; distribute reports and resolutions.
- Responsible for the Vacant Building Maintenance License (VBML) program and Vacant Foreclosed Property Registry (VFPR) program.
- Liaison with external agencies including, OKI and Hamilton County Regional Planning Commission, as appropriate.
- Develops and leverages relationships with other internal departments and external neighborhood/community groups.
- Coordinates with other governmental agencies to develop best practices and ensure consistency to the best of our abilities.
- Assist in the preparation of resolutions for the Trustees for all text and zone map amendments.
- Maintain roster and contact lists of the Board of Zoning Appeals and the Zoning Commission members.
- Responsible for matters dealing with zoning, including advising the public concerning the rules and regulations.
- Responsible for review of plans submitted for issuance of zoning certificates and other matters affecting and relating to zoning.
- Responsible for collection of data required for special projects.
- Responsible for review of zoning maps and preparation of studies and reports for projects as assigned.
- Send out requests for review of zone and map amendment applications to appropriate county and state agencies.
- Prepare legal notices for publication and notices to all parties of interest of all zoning related public hearings before the Board of Zoning Appeals, Zoning Commission and the

POSITION TITLE Zoning Administrator	STATUS Full time – Exempt
REPORTS TO Director of Development	Salary Range: \$55,000 - \$75,000
SUPERVISES N/A	Minimum Education: Bachelor's Degree

Board of Trustees.

- Prepare agendas and staff reports for the Board of Zoning Appeals and Zoning Commission meetings and mail out meeting packets to appropriate Boards, upload meeting packets to Township website, and sets up Chamber for meetings.
- Act as Recording Secretary for Board of Zoning Appeals and the Zoning Commission. Attend meetings and prepare meeting minutes. Upload approved minutes to Township website and maintain official meeting minute books.
- Prepare annual calendars for the Board of Zoning Appeals and the Zoning Commission.
- Review of plans submitted for issuance of zoning certificates and other matters affecting and relating to zoning.
- Perform other duties as required or assigned.

**CRITICAL SKILLS /
EXPERTISE:**

- Knowledge of motor vehicles, personal computers, oversize plotter, copiers, calculators, two way radios, telephones, fax machine, audio/visual and video recording equipment, high intensity computer projections, and other equipment germane to this position.
- Computer skills with experience in ArcGIS and preferably experienced in Microsoft Office Suite and Adobe Creative Suite.
- Ability to handle situations that require diplomacy, fairness, firmness, and sound judgement.
- Excellent Customer Service.
- Ability to apply Township policies and procedures.
- Ability to read and interpret codes.
- Ability to organize and maintain records and analyze data.
- Ability to maintain cooperative working relationships with all levels of the Township.
- Ability to communicate effectively verbally and in writing.
- Knowledge of principles and practices of urban planning, zoning, and land use.
- Knowledge of municipal state laws governing environmental and land use.
- Knowledge of site plan review methods.
- Knowledge of principles of project management and employee supervision.
- Maintain the trust of superiors, peers (both internal and external) and abide the established ethics of the profession.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

- A valid state driver's license.
- Background in comprehensive planning, grants, administration and historical preservation, desired experience in public relations and/or marketing.
- Demonstrated Leadership training/experience.
- Exceptional customer service skills.
- Extensive knowledge in geographic information systems (GIS).
- Must possess a bachelor's degree in Urban Planning, Urban Studies, Geography, or related field.
- Must possess a minimum of three to five years of relevant experience (with a preference of two years of supervisory experience) which evidences knowledge of zoning review and processing, planning administration, land development, city planning and zoning enforcement.



POSITION TITLE Zoning Administrator	STATUS Full time – Exempt
REPORTS TO Director of Development	Salary Range: \$55,000 - \$75,000
SUPERVISES N/A	Minimum Education: Bachelor's Degree

**PHYSICAL & MENTAL
REQUIREMENT:**

Work is performed primarily in a standard office environment with some exposure to outdoor work. May be required to lift and carry items weighing up to 10 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations are provided to enable individuals with disabilities to perform the essential functions.

Work environment involves duties to be performed in an inside office setting and occasional duties to be performed in the field at a wide variety of residential and commercial/industrial construction sites, buildings and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material.

Regular and predictable attendance as established by Administration which may include meetings of the Board of Trustees, Board of Zoning Appeals and Zoning Commission.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

POSITION TITLE Director of Development	STATUS Full time – Exempt
REPORTS TO Township Administrator	Salary Range: \$70,000 - \$90,000
SUPERVISES Development Officer and Zoning Administrator	Minimum Education: Bachelor's Degree

PURPOSE:

The position of the Director of Development reports directly to the Township Administrator to advance the development interests of the Township, including residential, commercial, retail, and industrial sectors.

SCOPE:

Under the supervision of the Township, this position will perform a variety of routine and complex tasks such as: small area studies, program management, and business attraction, retention, and expansion.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Assists businesses and commercial contractors in completing submission requirements for new construction and expansion of existing businesses.
- Serves as a liaison to businesses of Colerain Township.
- Recruits and retains businesses into the community.
- Leads economic development efforts of the Township, including economic development negotiations.
- Serves as a liaison between civic groups and township administration.
- Prepares and processes grant applications that support economic development efforts.
- Represents the township at various functions that are dedicated to the promotion of economic development.
- Works with developers to promote business and residential development throughout the Township.
- Administers the Township's Community Development Block Grant program.
- Analyzes pro formas and requests for economic development assistance, including TIFs, CRA, and other financial models.
- Works with outside agencies such as REDI, the Port, HCDC, OKI, and others to secure grant funding and support for economic development projects.
- Serves as liaison to the Colerain Township Community Improvement Corporation.
- Coordinates any business recognition programs.
- Monitors economic development agreements for compliance.
- Develops a strategic network of contacts, including real estate professionals, developers, business executives, business organizations, government agencies and civic groups to promote development and identify business opportunities within Colerain Township.
- Develops materials for the Tax Incentive Review Council and Joint Economic Development District Board.
- Seeks new leads for business investment and meets with potential contacts to attract new business.
- Communicates government issues and matters affecting business operations and provides resources to mitigate those issues.
- Performs project research and trends analyses impacting the business community.
- Attends and addresses conferences and meetings to promote development.
- Develops and implements a strategic plan for business retention, expansion, and attraction, including requisite small area studies.
- Coordinates with other departments and development agencies, public and private, to streamline the business development process.
- Analyze community-wide issues and opportunities; develop and execute innovative

POSITION TITLE Director of Development	STATUS Full time – Exempt
REPORTS TO Township Administrator	Salary Range: \$70,000 - \$90,000
SUPERVISES Development Officer and Zoning Administrator	Minimum Education: Bachelor's Degree

strategies to address issues and opportunities (i.e. comprehensive plan, neighborhood revitalization).

- Conducts charettes with community members on key property redevelopments and long term neighborhood visioning.
- Program administration for various residential redevelopment activities, including any façade repair programs.
- Leads and works to establish appropriate business improvement districts throughout the Township.
- Promotes development opportunities and general community attributes to applicable target markets.
- Coordinates visits to the Township and surrounding area for prospective investors.
- Other duties as assigned.

**CRITICAL SKILLS /
EXPERTISE:**

- Knowledge of motor vehicles, personal computers, oversize plotter, copiers, calculators, two way radios, telephones, fax machine, audio/visual and video recording equipment, high intensity computer projections, and other equipment germane to this position.
- Computer skills preferably experienced in Microsoft Office Suite; ArcGIS, Adobe Creative Suite.
- Require a valid operator's permit.
- Ability to handle situations that require diplomacy, fairness, firmness, and sound judgement.
- Efficient Customer Service.
- Ability to apply Township policies and procedures.
- Ability to read and interpret codes.
- Ability to organize and maintain records and analyze data.
- Ability to maintain cooperative working relationships with all levels of the Township.
- Ability to communicate effectively verbally and in writing.
- Knowledge of principles and practices of urban planning, zoning, and land use.
- Knowledge of municipal state laws governing environmental and land use.
- Knowledge of site plan review methods.
- Knowledge of principles of project management.
- Knowledge of Federal, State, County, and other groups or laws that directly affect development.
- Knowledge of economic development best practices.
- Ability to build support for various development projects with internal and external stakeholders.
- Skill in translating complex economic development principles into easily understood terms and concepts.
- Ability to find and write grants for economic development assistance and projects.
- Ability to read, analyze, and interpret legal documents, plans and reports;
- Understanding of laws governing land use and economic development;
- Ability to network and form relationships with community organizations and individuals to further department goals.

**EDUCATION,
LICENSING &**

- A valid state driver's license.



POSITION TITLE Director of Development	STATUS Full time – Exempt
REPORTS TO Township Administrator	Salary Range: \$70,000 - \$90,000
SUPERVISES Development Officer and Zoning Administrator	Minimum Education: Bachelor's Degree

**CERTIFICATION
REQUIREMENT:**

- Must possess a bachelor's degree in Urban Planning, Urban Studies, Geography, or related field.
- A master's degree in planning, public administration, business, finance, or a closely related discipline is preferred.
- Must possess a minimum of seven years of relevant experience which evidences knowledge of zoning review and processing, planning administration, land development, business attraction, business retention, or development project administration.

**PHYSICAL & MENTAL
REQUIREMENT:**

Work is performed primarily in a standard office environment with some exposure to outdoor work. May be required to lift and carry items weighing up to 10 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations are provided to enable individuals with disabilities to perform the essential functions.

Work environment involves duties to be performed in an inside office setting and occasional duties to be performed in the field at a wide variety of residential and commercial/industrial construction sites, buildings and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material.

Regular and predictable attendance as established by Administration which may include meetings of the Board of Zoning Appeals and Zoning Commission.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

ORGANIZATION CHART

Jeff Baker
FISCAL OFFICER

TRUSTEES



Raj Rajagopal



Daniel Unger



Matt Wahlert



Geoff Milz

ADMINISTRATOR/
DEVELOPMENT DIRECTOR



Jeff Weckbach
ASSISTANT
ADMINISTRATOR

DIRECTOR OF
DEVELOPMENT

ZONING
ADMINISTRATOR

DEVELOPMENT
OFFICER



**Jacqueline
O'Connell**
PUBLIC SERVICES
DIRECTOR



Jeff McElravy
FINANCE
DIRECTOR



Allen Walls
FIRE CHIEF



Mark Denney
POLICE CHIEF

OFFICE
MANAGER
RECEPTIONIST
HUMAN RESOURCES
SPECIALIST
FACILITY MANAGER
ROADS SUPERVISOR
PARKS SUPERVISOR
EVENTS COORDINATOR
MAINTENANCE
WORKERS (9)
LITTER PICK UP
LABORER (2)
SUMMER CAMP
DIRECTOR
SUMMER CAMP
ASST. DIRECTOR
SUMMER CAMP
COUNSELORS (6)
PART-TIME
EVENT SET UP
WORKER (2)
BUS DRIVER
SEASONAL PARKS
WORKERS (8)
MAINTENANCE
WORKERS (5)

FINANCE
SPECIALIST
ACCOUNTING
SPECIALISTS (2)
IT DIRECTOR
FLEET
MECHANIC I
FLEET
MECHANIC II
PART-TIME
MECHANIC TECH
CO-OP MECHANIC
DIVISION CHIEF
PART-TIME (2)
ASSISTANT FIRE
CHIEF
BATTALION
CHIEF SHIFT 1
CAPTAINS (2)
FULL-TIME
LIEUTENANTS
(4) FULL-TIME
EMT
FIREFIGHTERS
(18) FULL-TIME
EMT/
PARAMEDIC
FIREFIGHTERS
(21) PART-TIME
BATTALION
CHIEF SHIFT 2
CAPTAINS (2)
FULL-TIME
LIEUTENANTS
(4) FULL-TIME
EMT
FIREFIGHTERS
(18) FULL-TIME
EMT/
PARAMEDIC
FIREFIGHTERS
(22) PART-TIME
BATTALION
CHIEF SHIFT 3
CAPTAINS (2)
FULL-TIME
LIEUTENANTS
(4) FULL-TIME
EMT
FIREFIGHTERS
(18) FULL-TIME
EMT
PARAMEDIC
FIREFIGHTERS
(21) PART-TIME

VEHICLE FLEET
MANAGER

ASSISTANT FIRE
CHIEF
ADMINISTRATIVE
ASSISTANT
CAPTAIN EMS
OPERATIONS
MEDICAL
DIRECTOR
FIRE
HYDRANT
INSPECTORS
(3) SEASONAL
CAPTAIN
COMMUNITY RISK
REDUCTION
FIRE
INSPECTORS
(1) PART-TIME
(1) FULL-TIME
RESERVIST
PUBLIC
EDUCATORS
(2) PART-TIME
CAPTAIN
TRAINING &
EDUCATION
POLICE
OFFICERS
(6)
POLICE
OFFICERS
(6)
POLICE
OFFICERS
(6)
POLICE
OFFICERS
(6)

PUBLIC SAFETY
ADMIN ASSISTANT

RESERVIST
PATROL
SERGEANT
PATROL
SERGEANT
PATROL
SERGEANT
PATROL
SERGEANT
ADMIN
SERGEANT
OIC (1)
POLICE
OFFICERS
(6)
OIC (1)
POLICE
OFFICERS
(6)
OIC (1)
POLICE
OFFICERS
(6)
OIC (1)
POLICE
OFFICERS
(6)

INVESTIGATIVE
SERVICES
COMMANDER
INVESTIGATIVE
SERGEANT
OIC (1)
DETECTIVES
(8)
ENVIRONMENTAL
CRIMES
INVESTIGATOR (1)
CODE
ENFORCEMENT
OFFICER (1)
PART-TIME CODE
ENFORCEMENT
OFFICER (2)

SUPPORT
SERVICES
COMMANDER

SUPPORT
SERVICES
SERGEANT
SRO (2)
SCHOOL
SAFETY
OFFICER (2)
ACCRED-
ITATION
MANAGER
(1)
CIVILIAN
SUPERVISOR (1)
CLERKS (4)
PART-TIME
CLERKS (2)
PROPERTY
ROOM
MANAGER

PIO

ANTI-CRIME
SERGEANT
OIC (1)
POLICE
OFFICERS
(2)
K-9 (1)

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Amending 2020 Permanent Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

In the late Summer and Fall of 2020, the Township received five CARES Act grants from the federal government to mitigate the impact of the COVID-19 pandemic on our community. Some of those grants came through the state and others came through the county. In every case, the funds were remitted to the Township through the County Auditor.

In August, the Township received \$603,312.91 in CARES funding. The description that accompanied the funds was vague, so staff inquired with the County Auditor's office as to the source of the funds. We were told that it was the county and as a result the grant was receipted to Fund 2273- Coronavirus Relief Fund- Hamilton County.

We recently learned from the state Office of Management and Budget that the actual source of the funds was the state. To address this, the Auditor of State recommends that the Board adopt a Resolution clarifying appropriations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2021, 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 ADDITIONAL
APPROPRIATIONS- CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY
(CARES) ACT**

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at its meeting on September 8, 2020 adopted Resolution 50-20, amending appropriations to appropriate \$301,656.45 to Fund 2272- Coronavirus Relief Fund- State and \$603,312.91 to Fund 2273- Coronavirus Relief Fund- Hamilton County; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at its meeting on October 13, 2020 adopted Resolution 53-20, authorizing additional appropriations in the amount of \$2,134,037.00 to Fund 2272- Coronavirus Relief Fund- State for a total appropriation of \$2,435,693.45 to the Fund; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at its meeting on October 13, 2020 adopted Resolution 56-20, authorizing the adoption of appropriations in the amount of \$669,296.00 to Fund 2273- Coronavirus Relief Fund- Hamilton County, in anticipation of receiving a grant on a reimbursement basis; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at its meeting on November 10, 2020 adopted Resolution 64-20, encumbering funds for eligible public sector payroll expenses; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at its meeting on December 8, 2020 adopted Resolution 70-20, amending appropriations to appropriate \$2,496,018.03 to Fund 2272- Coronavirus Relief Fund- State and \$603,447.45 to Fund 2273- Coronavirus Relief Fund- Hamilton County; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, at a special meeting on December 29, 2020, adopted Resolution 71-20, appropriating \$1,272,743.45 to Fund 2273, which is the combined amounts appropriated in Resolutions 56-20 and 70-20;

AND WHEREAS, the guidance that the Township received regarding the source of the funds appropriated in Resolution 56-20 was in error and that the appropriate remedy, per the Auditor of State, is to retroactively restate appropriations.

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

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

Fund	Description	Permanent Appropriations
2272	Coronavirus Relief Fund- State of Ohio	\$3,162,261.91
2273	Coronavirus Relief Fund- Hamilton County	\$669,296.00

2. Authorize the Township Administrator to reallocate any unused funds from any account code in Funds 2272 and 2273 to the salary and related benefit codes for eligible payroll expenses, in order to ensure that the Township is able to realize to the greatest extent possible the full value of the grants.

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

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

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

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

Vote Record: Mr. Rajagopal_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of April, 2021.

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 April, 2021.

Jeff Baker
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Police
Department Director: Mark Denney, Police Chief

New Hire - Police Cadet - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. Patrick Hoard was selected as the candidate to fill the open police officer position. The request is to hire Patrick Hoard as a police cadet immediately and then probationary police officer contingent upon completing the required state testing.

The Board has previously approved the position of Police Cadet to allow exceptional candidates to begin their administrative training prior to graduation from the police academy and passage of the state certification examination. Once that occurs, the candidate would then assume the role of probationary police officer. As such, the organizational chart is recommended to be temporarily adjusted to swap a police officer position with a cadet position, until Patrick Hoard graduates from the police academy. At that point in time, the cadet position on the organizational chart will revert back to the police officer position.

A conditional offer of employment was extended to Patrick Hoard, contingent upon successful completion of a medical and psychiatric evaluation and Board approval.

The wage for this job is \$15.00 per hour for no more than 20 hours per week . He would be eligible to begin work on April 14, 2021. It is anticipated that Patrick Hoard will graduate from the police academy in May and complete all the requirements to be eligible for promotion to probationary police officer in June, 2021.

Upon assuming the role of probationary police officer, Patrick would serve a one-year probationary period (from the date of assuming the probationary police officer role) and the salary for that position is \$25.48 per hour at 40 hours per week.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

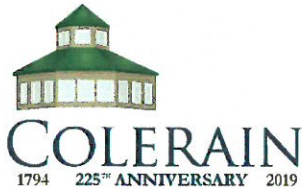
New Hire - Intern - Administration

Recommend approval of all consent items.

Rationale:

The position of Intern was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Corey Foister.

The wage for this job is \$15 per hour for 28 hours per week. Contingent upon Board approval, he would be eligible to begin work on April 13, 2021.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval 12/08/2021
☐ Reconfiguration of position - Date of Trustee Approval
☐ Replacement existing vacancy

Job Code: 175

Position Number: 1022

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Corey Foister

Hourly rate: \$15 Employee Supervisor: Jeff Weckbach

Min/Max hours/week: maximum of 28 hours per week

Proposed start date: 4/15/2021 Eligibility Date: 4/13/2021

Tentative schedule of hours: Tuesday & Thursday from 8-4:30

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

Signature: *Jeffrey Weckbach*

Date: 3/10/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2021

Administrator Signature: *[Signature]*

Date: 3.11.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☐ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards – NKU MPA Department was solicited to recruit current students. Also posted to college recruiting portals.

Hiring Process Timeline:

Date of initial posting: 1/27/2021

Date posting closed: 3/10/2021

Interview Committee: Jeff Weckbach, Geoff Milz, Renetta Edwards

Interview dates: 3/9/2021

Number of applications: 1

Number of candidates interviewed: 1

CONSENT ITEMS

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

New Hire - Maintenance Laborer (Parks) - Public Services Department

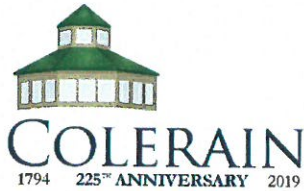
Recommend approval of all consent items.

Rationale:

The position of FT Maintenance Labor (Parks) in the Public Services Division was posted, applications were received and interviews conducted. A conditional offer of employment was extended to Geoffrey Payne, Jr.

The wage for this job is \$19.00 per hour for 40 hours per week. Upon obtaining his CDL-A he will be moved to the rate of \$21.00, per the AFSCME CBA.

Contingent upon Board approval, he would be eligible to begin work on April 14, 2021.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval December 2020
☐ Reconfiguration of position - Date of Trustee Approval
☐ Replacement existing vacancy

Job Code: 160 Position Number: 5032

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Geoff Payne, Jr

Hourly rate: \$19.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week minimum

Proposed start date: 4/13/2021 Eligibility Date: 4/13/2021

Tentative schedule of hours: Monday-Friday 6:30 AM to 3:00 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed by Roger Krebs, Jackie O'Connell, Tawanna Molter, Todd Bandy, Dan Schulte.

Department Head Name: Jackie O'Connell

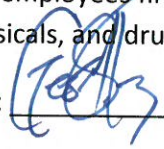
Signature: Jacqueline A. O'Connell

Date: 4/7/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2021

Administrator Signature: 

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards – Center for Local Government

Hiring Process Timeline:

Date of initial posting: 12/18/2020

Date posting closed: 4/7/2021

Interview Committee: Roger Krebs, Jackie O'Connell, Tawanna Molter, Todd Bandy, Dan Schulte.

Interview dates: 2/18/21 and 4/6/21

Number of applications: 26

Number of candidates interviewed: 7

CONSENT ITEMS

Department: Fire
Department
Director: Allen Walls, Fire Chief

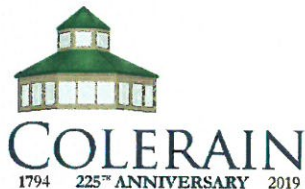
New Hire - Seasonal Fire Hydrant Maintenance Worker's – Fire & EMS

Recommend ADOPTION of the Motion.

Rationale:

The position of Seasonal Fire Hydrant Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: Jaden Chappell, Tyler Leppert, and Devin Trusty.

The wage for this job is \$11.33 per hour for no more than 30 hours per week through the season. Contingent upon Board approval, Jaden Chappell, Tyler Leppert, and Devin Trusty would be eligible to begin work on April 18, 2021.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 116 Position Number: 2026

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Devin Trusty

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 18th, 2021 Eligibility Date: April 18th, 2021

Tentative schedule of hours: 0800-1700

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Allen Walls

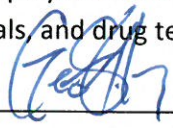
Signature: Allen Walls

Date: March 29th, 2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 22nd, 2021

Administrator Signature: 

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

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

Hiring Process Timeline:

Date of initial posting: February 24th, 2021

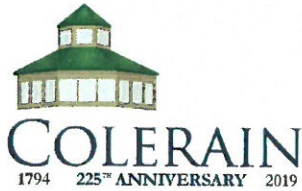
Date posting closed: March 29th, 2021

Interview Committee: David Strittholt

Interview dates: March 24th, 2021

Number of applications: 3

Number of candidates interviewed: 3



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 116 Position Number: 2027

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jaden Chappell

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 18th, 2021 Eligibility Date: April 18th, 2021

Tentative schedule of hours: 0800-1700

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Allen Walls

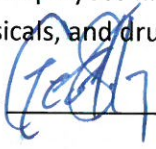
Signature: Allen Walls

Date: March 29th, 2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 22nd, 2021

Administrator Signature: 

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: February 24th, 2021

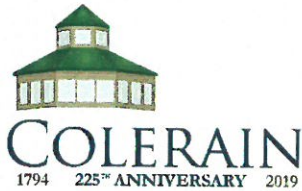
Date posting closed: March 29th, 2021

Interview Committee: David Strittholt

Interview dates: February 24th, 2021

Number of applications: 3

Number of candidates interviewed: 3



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 116 Position Number: 2028

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Tyler Leppert

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 18th, 2021 Eligibility Date: April 18th, 2021

Tentative schedule of hours: 0800-1700

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Allen Walls

Signature: Allen Walls

Date: March 29th, 2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 22nd, 2021

Administrator Signature: _____

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: February 24th, 2021

Date posting closed: March 29th, 2021

Interview Committee: David Strittholt

Interview dates: March 8th, 2021

Number of applications: 3

Number of candidates interviewed: 3

CONSENT ITEMS

Department: Fire
Department
Director: Allen Walls, Fire Chief

New Hire - Full-Time Firefighter - Department of Fire & EMS

Recommend ADOPTION of the Motion.

Rationale:

The position of firefighter/paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Colin Froschauer. The wage for this job is \$48,926 annually per the IAFF local 3915 bargaining agreement. Contingent upon Board approval, Colin would be eligible to begin work on April 18, 2021.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Colin Froschauer

Department: Fire & EMS

Board Approved

Date: 4/13/2021

Date Effective: 4/18/2021

EMPLOYMENT CHANGES

New Hire: ☐

Job Title: FT Firefighter/Paramedic

Supervisor: Chief Grant Burns

Rehire: ☐

Part-Time: ☐

Start Date: _____

End Date: 04/17/21

Full-Time: ☒

Start Date: 4/18/2021

End Date: _____

CLASSIFICATION CHANGES

Old Information

New Information

Transfer: ☐

Title/Dept: _____

Title/Dept: _____

Promotion: ☒

Title/Dept: Part Time Firefighter/EMT

Title/Dept: Full Time Firefighter/Medic/Fire

Demotion: ☐

Title/Dept: _____

Title/Dept: _____

Title: ☐

Title/Dept: _____

Title/Dept: _____

Compensation

Hourly Wage/

Salary: ☒

Salary: \$14.94 hourly

Hourly Wage/

Salary: \$48,926.00/\$17.75

Status: _____

Status: _____

Status: _____

Other changes: _____

Lay Off: ☐

Retirement: ☐

Resignation: ☐

Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP ☐ Voluntary ☐ Life ☐

Eligible for Notice of
COBRA Rights? _____

Date
Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits: _____

VERIFICATION OF CHANGES

Director Signature: _____ Date: _____

Verify Final ☐ Payout

Finance Director Signature: _____ Date: _____

CONSENT ITEMS

Department: Administration
Department Director: Geoff Milz, Administrator

Contract - Sedgwick - Worker's Compensation Managed Care

Recommend approval of all consent items.

Rationale:

Sedgwick is the Managed Care Organization that provides assistance for all Bureau of Worker's Compensation Claims for the Township. The total cost of this contract is \$6,275.

This Agreement is entered into between the employer specified on Exhibit A attached hereto and made a part of this Agreement ("Client") and Sedgwick Claims Management Services, Inc. ("SEDGWICK").

Client has insured its employees for workers' compensation coverage as demanded by any and all federal or state statute(s). The administrator of Client's plan(s) requires the services of an organization to process and analyze the claims filed on behalf of its employees. Sedgwick administers and processes claims on behalf of employers subject to workers' compensation requirements within the Ohio statute(s). Client desires to have Sedgwick administer, process and analyze the claims submitted against its workers' compensation risk, and Sedgwick is agreeable to providing such services.

STATEMENT OF AGREEMENT

Now, therefore, it is agreed as follows:

1 AUTHORIZED REPRESENTATIVE

- 1.1 Client hereby grants to Sedgwick on its behalf the necessary authority to execute action on any documents which may be required in order to carry out the obligations of this Agreement. Sedgwick shall use reasonable efforts (as defined by Sedgwick) to consult with Client regarding matters which require a Client decision. In the event Sedgwick is unable to reach Client, Client agrees to hold Sedgwick harmless concerning any actions taken in such circumstances.
- 1.2 Client reserves the right to engage the services of an attorney, at Client's sole expense, for claims-related matters in which such representation would be appropriate.

2 INDEPENDENT CONTRACTOR. In performing services pursuant to this Agreement, Sedgwick shall be acting as an Independent Contractor of Client, and not as an employee or agent of Client.

3 SERVICES. In administering and processing claims submitted under this plan, Sedgwick shall provide the following Standard Services for claims that are within the Client's experience period, as defined by the Ohio Bureau of Workers' Compensation, or are within the ten (10) year evaluation period if the Client has participated under an individual retrospective rating plan:

- 3.1 Record all relevant claim information received from Client and forward all correspondence to the appropriate agency for processing.
- 3.2 Confer with Client's designated representative(s) in those cases where a dispute occurs, and, when appropriate, contact the claimant, medical provider(s), and/or state agency.
- 3.3 Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. Any cost relating to such intervention must be pre-authorized by Client, and shall be Client's responsibility.
- 3.4 Consult with Client when the period of disability for any injury/disease claim exceeds that which, in Sedgwick's experience, would be expected.
- 3.5 Upon authorization by Client, arrange for an employer or independent medical examination of claimant(s). The cost of such examination shall be the responsibility of Client.
- 3.6 Upon notification of a scheduled administrative hearing, arrange for a qualified representative to attend on behalf of Client as permitted by law, or notify Client that representation is not deemed necessary, and arrange for witness attendance, as necessary.
- 3.7 Review claims and request corrections in those cases where overpayments or incorrect reserves have been established.
- 3.8 Review appropriate claims to determine if "handicap refund," "second injury fund," or other cost relief is due Client resulting from a pre-existing condition or injury.
- 3.9 Maintain, within its offices, such records as are necessary to verify Client's assigned rate(s), including, but not limited to data processing files, individual claim records, payroll records, policy records, and manual assignments.
- 3.10 Conduct an annual review of Client's policy for possible participation in available Ohio Bureau of Workers' Compensation ("OBWC") programs, and report to Client regarding eligibility for recommended programs. If Client qualifies for participation in one or more discount/alternative rating programs, and elects to enroll in said program(s), Client must comply with all statutes and regulations of the State of Ohio, whether currently in force or enacted in the future, and must meet all requirements for participation in the program(s). Client accepts sole responsibility for understanding and complying with these rules, regulations and requirements.
- 3.11 Upon request, survey Client's operations and make recommendations to improve procedures relative to injury investigations, personnel training and claim processing policies as they relate to workers' compensation.
- 3.12 Report to Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions, as deemed necessary.
- 3.13 Upon request, meet with Client to review and discuss the past, current, and future workers' compensation rate assignments and all relevant account activity.
- 3.14 Other services listed in Exhibit B incorporated herein or Addenda agreed to and signed by both parties. If, and only if, Client is enrolled and accepted into an OBWC group rating or group retrospective rating program, Sedgwick shall provide services in the attached Exhibit B corresponding to that program.

4 REPORTS. For the purpose of continued Client awareness of the status of claims and the overall condition of the policy, upon request, Sedgwick shall provide standard reports pertaining to the policy and/or claims.

5 LOSS PREVENTION. For the purpose of initial and continuing improvement in the cost effectiveness of Client's workers' compensation plan, the following services are offered:

- 5.1 Upon request, Sedgwick shall conduct a basic review of Client's internal procedures to evaluate accident control requirements and recommend appropriate changes to enhance the current safety program. Any service requested beyond basic consultation and recommendations will be considered Non-Standard Services (see Section 11 below) and may incur additional fees.
- 5.2 Upon request, and in cooperation with Client's Managed Care Organization, Sedgwick shall assist in the development of a consistent program to ensure the quality control aspects of medical treatment for the injured employee, and to ensure the full disclosure of medical facts for the determination of compensability.
- 5.3 Upon request, Sedgwick shall provide telephonic consultation with respect to Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to workers' compensation in order to assist Client in the reduction of work-related injuries and diseases.

6 PREMIUMS. Client is solely responsible for any assessments of premiums owed to OBWC, including additional monies owed by Client due to rate changes or rating program/discount program assessments calculated by OBWC.

7 TERM. The initial term of this Agreement shall be for one year commencing on the date outlined in Exhibit A attached hereto and incorporated herein, and shall automatically renew itself from year to year unless written notification to the contrary is given by either party thirty (30) days prior to the current expiration date.

8 PAYMENT FOR SERVICES.

- 8.1 Client shall pay to Sedgwick for Standard Services, Reporting Services, Loss Prevention Services and Sedgwick's other obligations under this Agreement an annual Service Fee as defined on Exhibit A. The service fees on each renewal and extension of this Agreement shall be increased on an annual basis over the service fees for the preceding year in an amount equal to five (5) percent.
- 8.2 In the event of an increase of more than twenty percent (20%) in either claims activity or reported payroll/premium, the annual fee may be subject to further adjustment at any time, with the consent of both parties.
- 8.3 Client shall pay all invoices (charges billed in advance) within thirty (30) days of receipt of such invoice.
- 8.4 Payment of Client's Service Fee or remittance of other required documents specified in Section 10 of this Agreement constitutes Client's acknowledgement and acceptance of all of the terms and conditions of this Agreement. Payment of Client's Service Fee for any succeeding automatic renewal term and remittance of other documents as specified in Section 10 of this Agreement constitutes Client's continuing acknowledgement and acceptance of all of the terms and conditions of this Agreement during that renewal period.
- 8.5 Service fees are not refundable.

9 REQUIRED DOCUMENTS.

- 9.1 Service provision will depend on Sedgwick receiving the necessary documents from Client. This includes, but is not necessarily limited to, the completion and submission of the following documents: (1) a signed copy of the service invoice ("Invoice"), (2) an AC-2 Permanent Letter of Authorization, and (3) the Service Fee.
- 9.2 Client understands and agrees that failure to execute and provide the necessary documents to Sedgwick may nullify and void the terms of the Agreement in its entirety, at the sole discretion of Sedgwick.

10 NON-STANDARD SERVICES. Non-standard services shall include any service not described above. Non-standard services may be requested by Client, and Sedgwick shall promptly thereafter advise whether or not Sedgwick is able and desirous of providing such service and the fee required therefor.

11 CONFIDENTIALITY/NON-SOLICITATION.

- 11.1 All statistical, financial and personnel data relating to Client and any of its employees provided to Sedgwick by Client, or any employee thereof, pursuant to this Agreement is confidential, and Sedgwick and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for claims administered, processed, and analyzed pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- 11.2 The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law.

12 LIABILITY.

- 12.1 Client agrees that Sedgwick, and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's workers' compensation claims or coverage.
- 12.2 Sedgwick shall have no liability under this Agreement except for its actions constituting willful misconduct or gross negligence, in which case Sedgwick's liability shall be limited to the annual fee then in effect under this Agreement.

13 WAIVER. The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.

14 PENALTIES. All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.

15 NOTICES. All notices and communications hereunder shall be addressed to Client and Sedgwick at their current respective addresses, or to such other addresses as either party may instruct in writing.

16 PRACTICE OF LAW. Sedgwick shall not provide any services to Client which may be construed as the practice of law.

17 APPLICABLE LAW AND BINDING EFFECT. This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. Client may not assign this Agreement without the prior written consent of Sedgwick. The parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio, as a court of proper jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.

18 MISCELLANEOUS. Client acknowledges and agrees that no representations or warranties were made by Sedgwick to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.

19 ENTIRE AGREEMENT. This Agreement, including the attached Exhibits, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement.

For Sedgwick Claims Management Services, Inc.

By 

Title: Sr. Vice President

EXHIBIT B – Workers’ Compensation Group Programs

This Exhibit, attached to and made a part of the foregoing Agreement, is applicable if and only if Client is enrolled in either a **workers’ compensation group rating program (“Group Rating Program”)** or **group retrospective rating program (“Group Retro Program”)** or herein collectively referred to as **“Program”** for any policy year during the term of this Agreement, including any renewals and extensions. Applicability of this Exhibit may be for non-consecutive periods of Program participation.

OBLIGATIONS OF CLIENT. During any term of this Agreement when Client is enrolled in a Sedgwick-administered Program, Client shall comply with all of the terms and conditions set forth below, and all policies, protocols, acceptance criteria, accident prevention, safety and claims management programs, and rules and regulations of the Program.

1. **REQUIRED PARTICIPATION DOCUMENTS.** Client should refer to the Program invitation for confirmation of the documents necessary to participate and to identify the sponsoring organization offering the Program selected by Client. The parties acknowledge that documents necessary for the Program may change from year to year. Client understands and agrees that failure to execute and provide the necessary documents to Sedgwick may result, at the sole discretion of the sponsoring organization or Sedgwick, in Client not being enrolled in the Program.
2. **PROGRAM PARTICIPATION.** Client understands that participation requirements of the Program are solely determined by the sponsoring organization, with consultations from its advisors including, but not limited to, Sedgwick. While it is the intention of the Program to accept and retain as many applicants as possible, acceptance is contingent upon a final review by Sedgwick and compliance by Client and other participating members with the group rules and regulations of OBWC and the requirements of the Program and this Agreement. *The sponsoring organization or Sedgwick, at its discretion, may rescind the Program invitation by giving Client notice before the filing of the Program application with OBWC.* Client acknowledges that it shall have no right to continued participation in any successor group formed for any period after the initial policy year of participation. Such continued participation shall be determined on a case-by-case basis by Sedgwick in its sole discretion in consultation with the sponsoring organization.

Client further acknowledges that OBWC, the Program’s sponsoring organization or Sedgwick may from time to time promulgate new rules and regulations for the Program. Client represents, warrants and covenants that it is in compliance with the current policy year’s participation requirements specified by the sponsoring organization/Sedgwick and OBWC. A list of the current Program requirements may be obtained by contacting Sedgwick in writing to request.

3. CLIENT DISCLOSURE; PROHIBITED PRACTICES

- 3.1 Client acknowledges that, as part of the enrollment process, it has made representations to Sedgwick regarding its past and present status as a Professional Employer Organization or Employment Leasing Operation. Further, Client has fully disclosed and will continue to update Sedgwick as to any past merger, acquisition, reorganization, consolidation or any other business activity that involves the potential combination by OBWC of Client with other workers’ compensation risk accounts. Client understands that this information has been sought to permit Sedgwick to evaluate the potential impact that successorship and resulting risk combination by OBWC could have upon the Program. Client agrees that its application and acceptance into the Program are based upon its represented operating structure and resulting OBWC claim history at the time of application and enrollment.
- 3.2 Client does not currently operate, and does not intend to change its operations to perform, as either a Professional Employer Organization or Employment Leasing Operation, and has not, prior to this Agreement, leased its employment force from a leasing company. Client agrees that, during the term of this Agreement, it will not change from the current business structure to operating as a Professional Employer Organization or Employment Leasing Operation as defined by OBWC.

- 3.3 Client agrees that, during the term of this Agreement, it will not be involved in a merger, acquisition, reorganization, consolidation, or any other activity that will result in a finding by OBWC that Client is a succeeding employer, with negative financial impact on the Program. Client agrees to give written notice to Sedgwick ninety (90) days in advance of any such action so that a determination may be made as to the effect on the Program.
- 3.4 Client agrees that it will be liable for and pay to a fund held by Sedgwick, or its designee, an amount equal to any additional premiums imposed by OBWC on the Program and/or other participating members, for any Program year, due to a successorship imposed by OBWC on Client. This fund will be distributed on an equitable basis to other participating members that paid additional premiums to OBWC for the policy period. Client further agrees to indemnify and hold harmless the Program, other participating members, the sponsoring organization, Sedgwick, and their members, directors, agents, agencies, assigns, affiliates, and/or subsidiaries from all liability arising from its action, including all losses, costs and expenses.
- 3.5 Client further recognizes that any false representation or failure to disclose material information regarding employee leasing or any business activity listed in this section will result in an obligation to indemnify Sedgwick, the Program and/or other participating members for the negative rating or financial impact of any successorship imposed by OBWC on Client. Furthermore, in such case, Sedgwick shall seek, and Client shall consent, to have Client removed from the Program.
- 3.6 This section shall survive the termination of the Agreement and/or termination of Client's participation in the Program at the conclusion of any policy year.

4. GROUP SAVINGS (Client can only be enrolled in one of the following programs as designated in Exhibit A).

Client understands the Group Rating Program savings must be estimated in advance of the policy period and is based upon the most recent policy period data. Actual outcomes will vary depending upon multiple factors.

Client understands the Group Retro Program savings must be estimated in advance of the policy period. Actual group refunds/assessments will be dependent on the performance of the entire group at the conclusion of any policy period.

5. FAILURE TO MEET PROGRAM QUALIFICATIONS. In the event that it is determined by a court, a governmental agency, or Sedgwick that the Program fails to meet the requirements for group plans or that Client fails to meet the requirements (whether under Ohio law or the standards of Sedgwick or the sponsoring organization) for participation in the Program ("Exclusion"), the provisions of this Exhibit are not applicable as they pertain to participation in the Program. Neither Sedgwick nor the sponsoring organization shall have any liability to Client for any losses or damages arising from or relating to such Exclusion.

6. LIABILITY.

- 6.1 Client understands and agrees that the sponsoring organization is acting only as the group sponsor for the Program and, as such, shall have no liability whatsoever under this Agreement.
- 6.2 Client agrees that the sponsoring organization, other Program participating members, Sedgwick, and their respective members, directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's worker's compensation claims or coverage.

Exhibit A

To view the Sedgwick service agreement referenced in this Exhibit visit
<https://viaoneohio.sedgwick.com/Rating/2022PEgroupcontract.pdf>



RENEWAL INVOICE

Bill To:

JEFF MCELRAVY
COLERAIN TOWNSHIP
4200 SPRINGDALE RD

COLERAIN TOWNSHIP, OH 45251

Invoice date: March 25, 2021

Invoice #:1268864

Rating Year: 2022

Due Date: Upon Receipt

GROUP RATING

The enrollment fee covers:

- * Services for the annual contract period beginning July 01, 2021
- * Policy Year: Group Rating Enrollment for **January 1, 2022 to December 31, 2022**
- * Ohio Association of Public Treasurer membership dues

Annual Fee
\$ 6,275

2022 Proj. Group TM% / Effective Discount: -44 % / -33% 2022 Estimated Savings: \$ 65,272

Please sign and return invoice with remittance to:

Make Check Payable to:
Sedgwick
PO Box 89456
Cleveland, OH 44101-6456

OR

Credit card account number:	
Amount to be charged: \$6,275	Expiration date:
Print name as it appears on card:	
Signature:	
By signing above you authorize Sedgwick to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement.	

Or to enroll and pay online visit www.sedgwick.com/ohiotpa/enroll

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

<u>Jeff Weckbach</u>	<u>X</u> <u>[Signature]</u>	<u>Asst. Admin.</u>	<u>3/26/21</u>
Printed Name	Signature	Title	Date

<u>jmcelravy@colerain.org</u>	<u>(513)923-5003</u>
Email Address	Phone Number

If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.

Questions? Contact Tammy Ring at 614-266-9516 or Tammy.Ring@sedgwick.com

CONSENT ITEMS

Department: Public Services

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

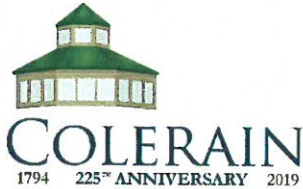
New Hire - Seasonal Maintenance - Public Services

Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance was posted, applications were received and interviews conducted. A conditional offer of employment was extended to Dylan Bigner and Jacob Carter.

These are both returning employees. Their rate of pay would be \$12.50/hr for 40 hours per week per season. Contingent upon Board approval, Dylan would begin May 3, 2021 and Jacob would be eligible to begin April 7, 2021..



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 163 Position Number: 5106

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jacob Carter

Hourly rate: \$12.50 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week minimum

Proposed start date: 4/14/2021 Eligibility Date: 4/14/2021

Tentative schedule of hours: Monday-Friday 6:30 AM to 3:00 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs, Geoffrey Payne, and Mike Baumer. Returning employee from 2019 (not 2020).

Department Head Name: Jackie O'Connell

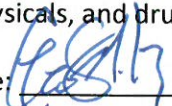
Signature: Jacqueline A. O'Connell

Date: 4/2/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/14/2021

Administrator Signature: 

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 2/23/2021

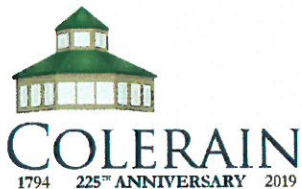
Date posting closed: TBD – Still Open

Interview Committee: Roger Krebs, Geoffrey Payne, and Mike Baumer

Interview dates:

Number of applications: TBD – Still Open

Number of candidates interviewed: TBD – Still Open



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 163 Position Number: 5104

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Dylan Bigner

Hourly rate: \$12.50 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week minimum

Proposed start date: 5/3/2021 Eligibility Date: 5/3/2021

Tentative schedule of hours: Monday-Friday 6:30 AM to 3:00 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs, Geoffrey Payne, and Mike Baumer. Returning employee.

Department Head Name: Jackie O'Connell

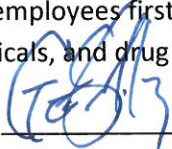
Signature: Jacqueline A. O'Connell

Date: 4/2/2021

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 5/3/2021

Administrator Signature: 

Date: 4.8.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 02/23/2021

Date posting closed: Still Open

Interview Committee: Roger Krebs, Geoffrey Payne, and Mike Baumer

Interview dates:

Number of applications: TBD – Still Open

Number of candidates interviewed: TBD – Still Open