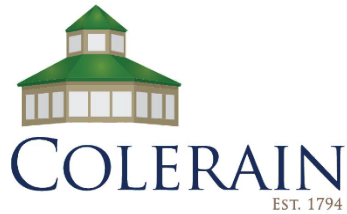


Regular Meeting of the Board of Trustees - April 27

April 27, 2021

1. **Opening of Meeting**
2. **Executive Session 6:00 PM**
3. **Pledge of Allegiance 7:00 PM**
4. **Meditation (Moment of Silence)**
5. **Fiscal Office – Approval of Minutes**
6. **Presentations**
 - a. Presentation by Chief Walls Introducing and Swearing-In Promoted Employees
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - Public Services**
 - a. Resolution to participate in the ODOT Cooperative Purchasing Program
 - b. Motion to Approve Memorandum of Understanding with AFSCME - Vacation
 - c. Motion to Approve Auction of Excess Vehicles and Equipment
 - Planning & Zoning**
 - a. Resolution Approving Major Change to Agreed Judgement and Consent Decree Increasing Square Footage of Building Area on Hamilton county Parcel Number 510-0182-0056-00
 - b. Resolution Declaring Nuisance and Ordering Abatement
 - Administration**
 - a. Resolution Authorizing the Adoption of Appropriations- CARES Act
 - b. Resolution Authorizing the Reconstruction of Existing Sidewalks and Curbs on Colerain Ave. by ODOT
 - c. Motion to Authorize Township Administrator to Execute Agreement with Northwest Local School District for Flashing Pedestrian Signal at W. Kemper Rd. and Wincanton Dr.
 - d. Motion to Authorize Release of Scope of Services for Groesbeck Strategic Reinvestment Plan
 - e. First Reading - Facility Master Plan
11. **Old Business**



12. **Consent Items**
 - a. Contract - OpenGov - Support Services
 - b. Contract - Marty Kohler - Personal Services Agreement
 - c. Donation Acceptance - Public Services Department - \$100.00
 - d. New Hire - Seasonal Maintenance Worker - 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 and new Career Firefighter/EMT Colin Froschauer who was approved for hire and promotion during the April 13th, 2021 Board Meeting.

PUBLIC SERVICES

Department: Public Services

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

Resolution to participate in the ODOT Cooperative Purchasing Program

Recommend ADOPTION of the Resolution.

Rationale:

ORC Section 5513.01 (B) provides the opportunity for Townships to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles. Public Services' initial use would be for cape sealing/microsurfacing by Strawser Construction on contract 101g-22 in FY 2021, as budgeted.

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:

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

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

RESOLUTION NO.: _____-21

**RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT COOPERATIVE
PURCHASING PROGRAM**

WHEREAS, Ohio Revised Code Section 5513.01 (B) provides the opportunity for political subdivisions such as Colerain Township the ability to participate in contracts in which the Director of Transportation (hereinafter the “Director”) and/or the Ohio Department of Transportation (hereinafter “ODOT”) has entered for the purchase of machinery, materials, supplies, or other articles; and

WHEREAS, any such political subdivision desiring to participate in the above-referenced purchase contracts of the Director of Transportation and/or the ODOT shall file with the Director an ordinance or resolution of the legislative authority requesting authorization to participate in such contracts and agreeing to be bound by such terms and conditions as the Director prescribes; and

WHEREAS, any such purchases made by a political subdivision such as Colerain Township under Ohio Revised Code Section 5513.01 are exempt from any competitive bidding required by law for the purchase of machinery, materials, supplies, or other articles; and WHEREAS, Colerain Township is desiring to procure materials and supplies under Ohio Revised Code Section 5513.01 through this program for road improvements in Colerain Township.

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

1. That pursuant to Ohio Revised Code Section 5513.01 (B), the Colerain Township Board of Trustees hereby request authority in the name of Colerain Township to participate in the contracts for the purchase of machinery, materials, supplies or other articles in which either the Director and/or ODOT have. has entered.
2. That with respect to the aforementioned contracts, the Colerain Township Board of Trustees agrees to be bound by all terms and conditions as the Director prescribes.

3. That the Colerain Township Board of Trustees authorizes and agrees to directly pay vendors, under each such contract of the Director and/or ODOT in which Colerain Township participates, for items it receives pursuant to any corresponding contract.
4. That Colerain Township agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program set forth under Section 5513.01 of the Ohio Revised Code and agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which Colerain Township may have or claim to have against the Director, ODOT, or its employees, unless such liability is the result of negligence on the part of the Director, ODOT, or its employees.
5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
7. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of April, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services

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

Motion to Approve Memorandum of Understanding with AFSCME - Vacation

Recommend ADOPTION of the Motion.

Rationale:

The AFSCME union and Administration met recently to discuss vacation accruals and processes. As a part of that conversation, it was determined that there was a mutual desire to update the language in the AFSCME Collective Bargaining Agreement to match the language found in the Colerain Township Policy Book. The attached Memorandum of Understanding will update the vacation section of the contract to match Township policy.

MEMORANDUM OF UNDERSTANDING

Colerain Township, Hamilton County, Ohio and the AFSCME Ohio Council 8, AFL-CIO Local 3553, by and through their undersigned representatives hereby agree to the following:

The existing Article 27, VACATION of the **AFSCME Local 3553 Collective Bargaining Agreement** shall be replaced in its entirety with the following language:

- 1) **Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service as a full time employee from governments and/or council of governments from Ohio, Indiana and Kentucky. Years of service as a full time employee with any branch of the United States Military shall also count for the vacation accrual rates. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020. Vacation will be accrued with each payroll based on the years of continuous service at the rates listed in the below table.**

Years of Continuous Service	Number of Vacation Hours (per payroll)
a) 0 - 5 years	3.08 hours
b) 6 - 10 years	4.62 hours
c) 11-15 years	5.54 hours
d) 16 - 25 years	6.77 hours
e) 25 or more years	7.70 hours

- 2) **To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.**
- 3) **Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall accumulate more than two year's vacation time.**
- 4) **Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.**
 - a) **Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.**

- i) **An independent three-member committee shall meet to review the employee's request. This committee will consist of the Administrator, Human Resources Specialist, and the Department Head of the employee's department. In the event that a Department Head appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.**
- ii) **This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.**

5) Vacation Usage and Scheduling

- a) **Vacation time may be taken in one-hour increments**
 - b) **Employees must submit vacation requests in writing to their Department Head in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements.**
 - c) **Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. When two (2) or more employees put in a request for vacation on same day, which may create a scheduling problem, then employee seniority shall prevail in request. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency.**
 - d) **Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.**
 - e) **The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus 40 hours of carryover. Hours in excess of the 40 hours shall not be paid and are considered lost.**
- 6) It is the intent of the parties, the Employer and the Union, that the above sections in Section 27 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 27.**

This Memorandum shall remain in effect through the duration of the Agreement, which expires on December 31, 2022.

AFSCME OHIO COUNCIL 8

Todd Bandy, Union President Local 3553
Date: _____

Carolyn Park, Ohio Council 8
Date: _____

COLERAIN TOWNSHIP, OHIO

by: _____
Geoff Milz, Administrator
Date: _____

PUBLIC SERVICES

Department: Public Services

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

Motion to Approve Auction of Excess Vehicles and Equipment

Recommend ADOPTION of the Motion.

Rationale:

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

- 1993 International 4700 / 55 - 1HTSCPHN6PH502728
- 1992 International 4600 / 24 - 1HTSBZPH7NH394269
- Swenson Spreader 8 ' Serial #1106-1267
- 7½ Foot Sno-Way Plow – Ser#22457
- Two 5800 Gallon Poly Tanks (Old Calcium Tanks)
- 2014 Hustler / M8 -14043576
- 2010 Exmark / M1 - 730416
- 2005 Exmark / WB - 549520

Memo



To: Jackie O'Connell, Director of Public Services
From: Mike Adler, Fleet Manager
Date: March 2, 2021
Re: Proposal – Disposal of Township Vehicles and or Equipment

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

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

Following vehicles are from the Public Works Department

1993 International 4700 / 55 - 1HTSCPHN6PH502728
1992 International 4600 / 24 - 1HTSBZPH7NH394269
Swenson Spreader 8' Serial #1106-1267
7 ½ Foot Sno-Way Plow – Ser#22457
Two 5800 Gallon Poly Tanks (Old Calcium Tanks)

Following equipment are from the Parks Department

2014 Hustler / M8 -14043576
2010 Exmark / M1 - 730416
2005 Exmark / WB - 549520

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the 27th 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. _____-21

**RESOLUTION FOR DISPOSAL BY SALE OF VEHICLES WHICH ARE
OBSOLETE, UNFIT, OR UNNEEDED FOR PUBLIC USE (O.R.C. Sec 505.10)**

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

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

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

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

1. 1993 International 4700 / 55 - 1HTSCPHN6PH502728
2. 1992 International 4600 / 24 - 1HTSBZPH7NH394269
3. Swenson Spreader 8' Serial #1106-1267
4. 7 ½ Foot Sno-Way Plow – Ser #22457
5. 2 – 5800 Gallon Poly Tanks
6. 2014 Hustler / M8-14043576
7. 2010 Exmark / M1 – 730416
8. 2005 Exmark / WB - 549520

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

C. It is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, that all
deliberations of this Board and any committees that resulted in those formal sessions were in
meetings open to the public, in compliance with all legal requirements, and the Board has met all
other statutory requirements for participation in a joint-self-insurance program.

D. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

E. 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.

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 27th 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 27th day of April, 2021.

Jeff Baker Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning
Department
Director: Geoff Milz, Administrator

Resolution Approving Major Change to Agreed Judgement and Consent Decree Increasing Square Footage of Building Area on Hamilton county Parcel Number 510-0182-0056-00

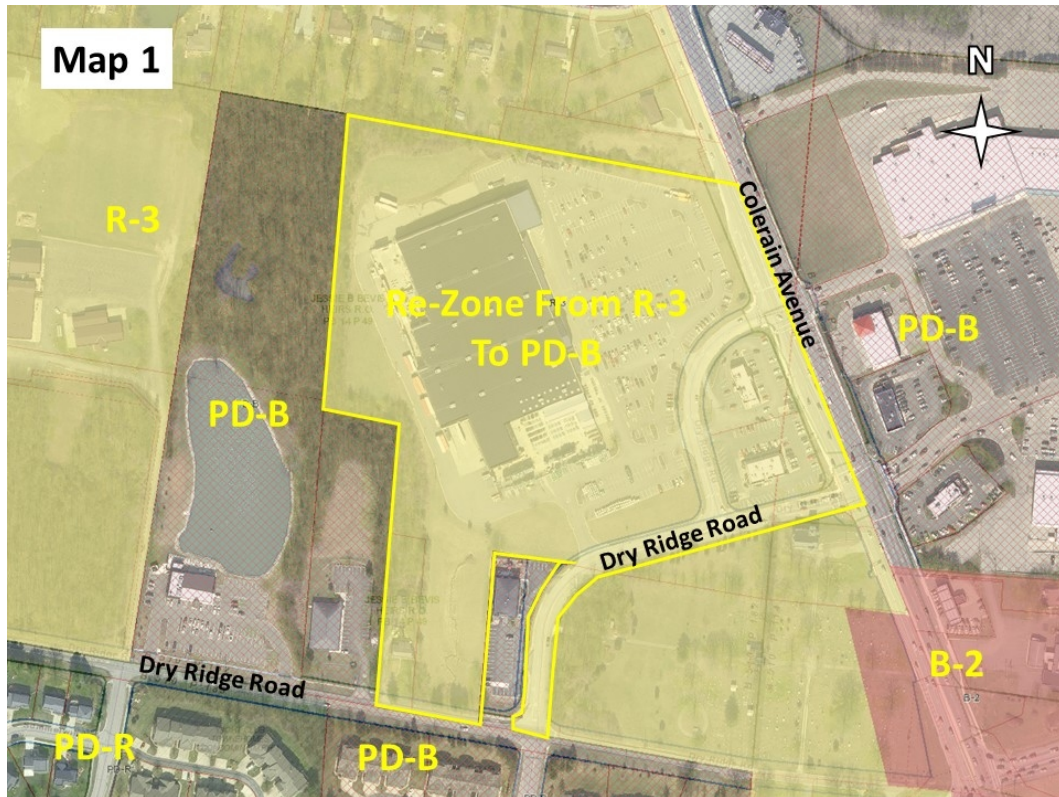
Recommend ADOPTION of the Resolution.

Rationale:

The development containing Lowe's Home Improvement, Steak & Shake and Skyline Chili is located on the west side of Colerain Avenue between Dry Ridge Road and Raeann Drive. This development was constructed in the 1990s after a lengthy zoning process which ended in Hamilton County Common Pleas Court. The developer was seeking approval of zone change from single family residential to planned commercial which was denied by the Township. The Agreed Judgment and Consent Decree stipulated that the Township would approve the development plan for Lowes, Steak & Shake and Skyline Chili as submitted. The developer was given the option to rezone the property to a commercial classification on or before December 5, 1997, however the application was never submitted. The underlying zoning classification for these three commercial properties remains single family residential (R-3)

The Agreed Judgment and Consent Decree allows the Zoning Administrator to approve minor modifications to the development, however, any building expansion would require approval by the Township Trustees. Lowes is currently seeking to add about 3,200 square feet to the north side of the building to accommodate a tool rental section. The proposed addition complies with Colerain's development standards if the property were zoned for commercial development. Staff is recommending that the Board of Trustees approve the addition as submitted on the attached plans.

In order to prevent similar complications in the future, staff also recommends that, in the future, the Board of Trustees initiate a zoning map amendment to rezone these three commercial properties from R-3 Suburban Low Residential District to PD-B Planned Development-Business District.



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the **27th** day of April, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-21

**RESOLUTION APPROVING MAJOR CHANGE TO AGREED JUDGMENT AND
CONSENT DECREE INCREASING SQUARE FOOTAGE OF BUILDING AREA ON
HAMILTON COUNTY PARCEL NUMBER 510-0182-0056-00**

WHEREAS, litigation consisting of multiple actions filed in the Hamilton County Court of Common Pleas involving multiple Plaintiffs and Colerain Township Board of Trustees as the named Defendant were consolidated into a single action captioned *Bevis Wesleyan Church, Inc. vs. Colerain Township Board of Trustees*, Case No. A9703596, which involved Parcels #510-0182-0056; #510-0182-0057; #510-0182-0058; #510-0182-0059; #510-0182-0060; #510-0182-0061; #510-0182-0062; #510-0182-0111; #510-0182-0116 and ultimately resulted in the execution of an *Agreed Judgment Entry and Consent Decree* (“Consent Decree”) resolving all litigation and setting forth agreed upon conditions and restrictions on the aforementioned parcels including, but not limited to, a Final Development Plan, a Site Plan, Grading Plan, Landscaping Plan, Exterior Lighting Plan, Freestanding and Building Signs, and other specific conditions; and

WHEREAS, Section 5(D)(14) of the Consent Decree states in relevant part, “All changes deemed to be major as they involve an increase in the square footage of the gross building area or a decrease in the buffer area shall be approved by Defendant”; and

WHEREAS, on or about March 2, 2021, Applicant Lowes Home Center, submitted application requesting an expansion of 3,193 square feet of building area to occur on Parcel #510-0182-0056; and

WHEREAS, pursuant to Section 5(D)(14) of the Consent Decree, Applicant Lowes Home Center’s application requesting an increase in the square footage of the gross building area on Parcel #510-0182-0056 has been brought before the Colerain Township Board of Trustees for consideration as a major change to the aforementioned Consent Decree.

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

1. The Board of Trustees approves Applicant Lowes Home Center's application requesting an expansion of 3,193 square feet of building area to occur on Parcel #510-0182-0056 as set forth in its application and the submitted Final Engineering Plans attached hereto as Exhibit "A" which details include, but are not limited to, the site layout, grading plan, utility plan, construction details, floor and roof plans, and exterior and interior elevations.
2. The Board of Trustees finds the requested major change to the Consent Decree as detailed by the submitted Final Engineering Plans attached hereto as Exhibit "A" to be consistent with the surrounding land uses, densities, intensities, yard requirements, and area and frontage requirements.
3. That the Board of Trustees hereby provides approval and authority to Applicant Lowes Home Center to expand its building area on Parcel #510-0182-0056 by 3,193 square feet as detailed by Exhibit "A" attached hereto.
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.
5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
6. This Resolution shall take effect on the earliest date permitted by law.

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

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

ADOPTED this _____ day of April, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer



COLERAIN TOWNSHIP ZONING COMMISSION
 4200 Springdale Road
 Colerain Township, OH 45251
 (513) 385-7505 (513) 245-6503 (fax)

ZONING CERTIFICATE APPLICATION

No. Z _____

1. A. Street & Number Location 10235 Colerain Ave., Cincinnati, OH Zip 45251
 B. BOOK 510 PAGE 0182 PARCEL NO(S). 0056 LOT NO. 00

2. Applicant Lowes Home Center Address 1000 Lowes Blvd.
 City Mooreville State NC Zip 28117 Phone _____
 3. Owner Cole Lo Cincinnati OH LLC Address 16767 Perimeter Drive, Suite 210
 City Scottsdale State AZ Zip 85260 Phone _____
 4. Contractor TBD Address _____
 City Naperville State IL Zip _____ Phone (630) 281-8424
 5. Plans By Atwell, LLC Address 1250 East Diehl Road, Suite 300
 City Naperville State IL Zip 85260 Phone (630) 281-8424

6. TYPE OF IMPROVEMENT

RESIDENTIAL USE

- ☐ Single Family (w/Deck)
☐ Addition
☐ Accessory Structure
☐ Decks
☐ Swimming Pools (above or inground)
☐ Walls or Fences ***
☐ Temporary Uses
☐ Antennas and Satellite Dishes
☐ Other (specify) _____
☐ Multi-Family, No. of Units _____

*** Approval subject to the condition that the proposed fence meet all applicable deeds, covenants, and HOA restrictions. It is the responsibility of the you, the applicant, to determine compliance with these regulations.

NON-RESIDENTIAL USE

- ☒ Building(s)
 Sq. Ft. of Floor Area: Expansion of 3,193 sq. ft.
☐ Change of Use
☐ Tents, Dates — From: _____ To: _____
☐ Pools and Tanks
☐ Antennas and Satellite Dishes
☐ Walls or Fences
☐ Signs Type _____ Temporary _____
☐ Landfill and/or Extraction
☐ Other (specify) _____

A site plan showing the dimensions and location of proposed improvement(s) and existing building(s) is required. The site plan must show the location of all public streets.
SIGNAGE APPLICATIONS MUST SHOW BUILDING AND/OR STREET FRONTAGE DIMENSIONS.

7. EXISTING AND PROPOSED USES OF BUILDING AND PREMISES AND ESTIMATED COST OF PROJECT

EXISTING: Retail PROPOSED: Retail EST. COST: _____

The owner of this building or premises and the undersigned, do hereby covenant and agree to comply with all the laws of the State of Ohio and the Zoning Resolution of Colerain Township, and to construct the proposed building or structure or make the proposed change or alteration in accordance with the plans and specifications submitted herewith, and certify that the information and statements given on this application, drawings and specification are to the best of their knowledge, true and correct.

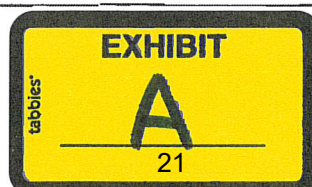
(Signature) [Signature]
 EMAIL pcavazos@spiritrealty.com

(Date) 3/2/2021

DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY

ISSUE DATE OF ZONING CERTIFICATE: _____ FEE PAID: _____

DATE OF DENIAL: _____

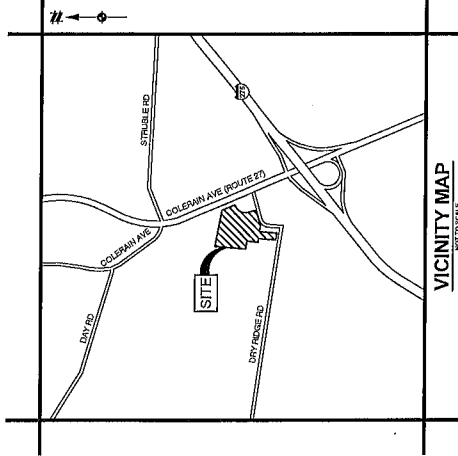




LOWE'S OF NW CINCINNATI - 0534

10235 COLERAIN AVE
CINCINNATI, OH 45251

FINAL ENGINEERING PLANS



VICINITY MAP
NOT TO SCALE

DEVELOPMENT TEAM

DEVELOPER

LOWE'S HOME CENTERS, LLC
1000 LOWES BOULEVARD
NAPERVILLE, IL 60563
PHONE: (708) 794-7800
FAX: (708) 794-7800
CONTACT: ANDREW POLANSKI

ARCHITECT

LSSP ASSOCIATES, LTD
227 W. TRADE STREET, SUITE 700
NAPERVILLE, IL 60563
PHONE: (708) 371-2802
CONTACT: JASON HINES

CIVIL ENGINEER/SURVEYOR

ATWELL, LLC
1290 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 797-0600
FAX: (630) 797-0600
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES & UTILITY CONTACTS

PLANNING & ZONING

COLERAIN TOWNSHIP PLANNING
& ZONING DEPARTMENT
4455 SUNKIST ROAD
COLERAIN TOWNSHIP, OH 45251
PHONE: (513) 385-7505

BUILDING PERMIT

HAMILTON COUNTY BUILDING & INSPECTIONS
DEPARTMENT
138 EAST COURT STREET, ROOM 801
CINCINNATI, OH 45202
PHONE: (513) 940-4550

BENCHMARKS

SOURCE BM:
(POINT NO.200) NGSJ20785 = 814.18 RECORD (814.24 MEASURED)

BM 201:
POINT NO. 201- CHISELED BOX ON WEST EDGE OF CONCRETE LIGHT POLE
BASE.
ELEVATION = 855.38

BM 202:
POINT NO. 202- CHISELED BOX ON WEST EDGE OF CONCRETE LIGHT POLE
BASE.
ELEVATION = 855.75

BM 203:
POINT NO. 203- CHISELED BOX ON WEST EDGE OF CONCRETE LIGHT POLE
BASE.
ELEVATION = 855.49

SHEET INDEX

C01.0 COVER SHEET
C02.0 EXISTING CONDITIONS PLAN
C03.0 DEMOLITION PLAN
C04.0 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
C04.1 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
C05.0 SITE LAYOUT PLAN
C06.0 GRADING PLAN
C07.0 UTILITY PLAN
C08.0 CONSTRUCTION DETAILS
C08.1 CONSTRUCTION DETAILS

LOWE'S HOME CENTERS, LLC
1290 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 797-0600
FAX: (630) 797-0600
CONTACT: MICHAEL KEITH, P.E.



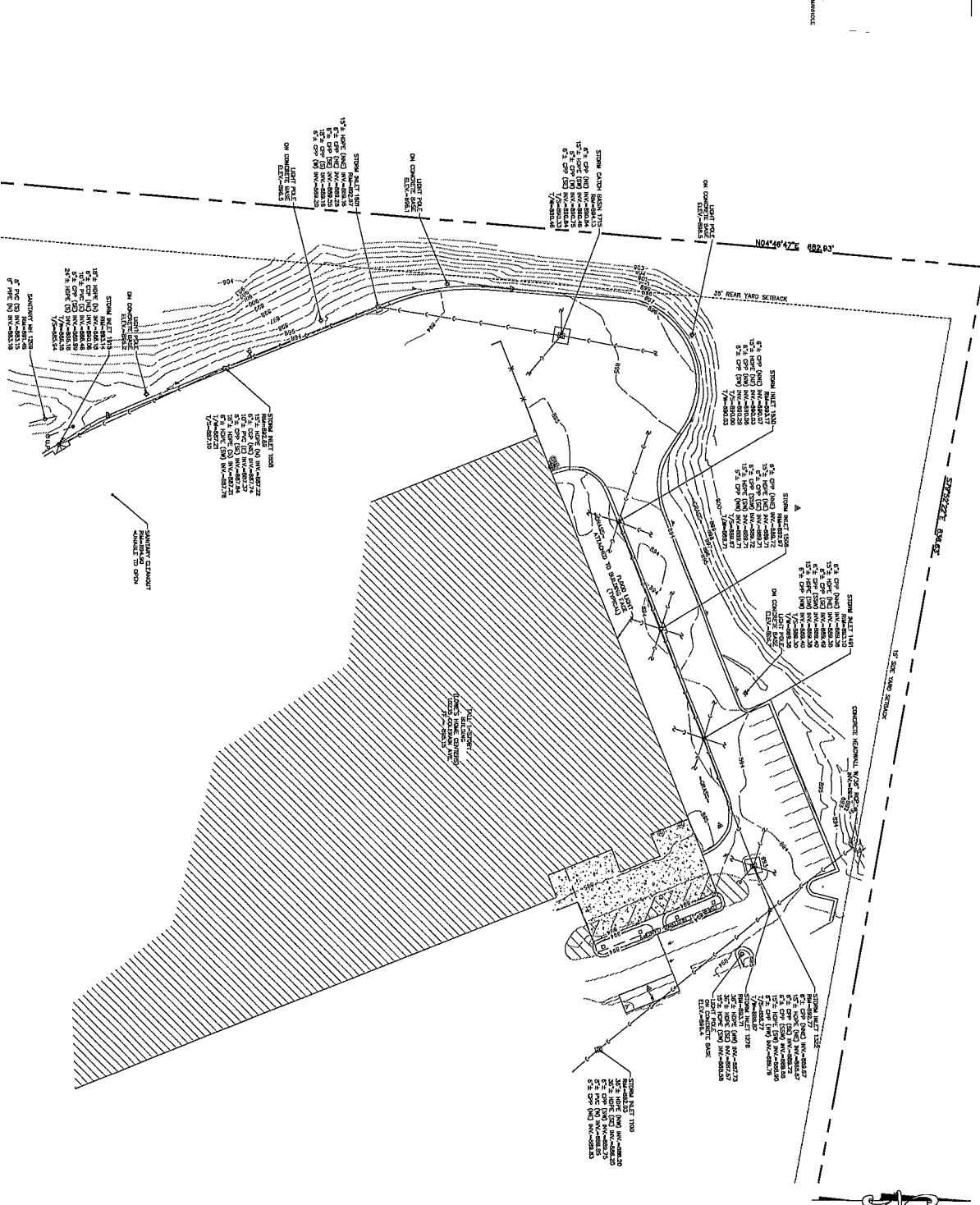
ATWELL
666.950.4300 www.atwell-group.com
1290 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 797-0600
FAX: (630) 797-0600
CONTACT: MICHAEL KEITH, P.E.

REVISIONS	DATE	DESCRIPTION	SHEET	CONING CERT
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NOT FOR CONSTRUCTION
PROJECT NO. 20231103
NW CINCINNATI - 0534
COVER SHEET
LOWE'S OF
CIVIL SITE PLANS

C01.0
DRAWING NUMBER
C01.0
CIVIL SITE PLANS

NOTICE: THESE PLANS WERE PREPARED BY THE ENGINEER OR SURVEYOR FOR THE PROJECT AND SITE SPECIFICALLY DESCRIBED HEREIN. ANY OTHER USE OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR SURVEYOR IS UNLAWFUL. THE ENGINEER OR SURVEYOR ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN THAT INTENDED BY THE ENGINEER OR SURVEYOR.



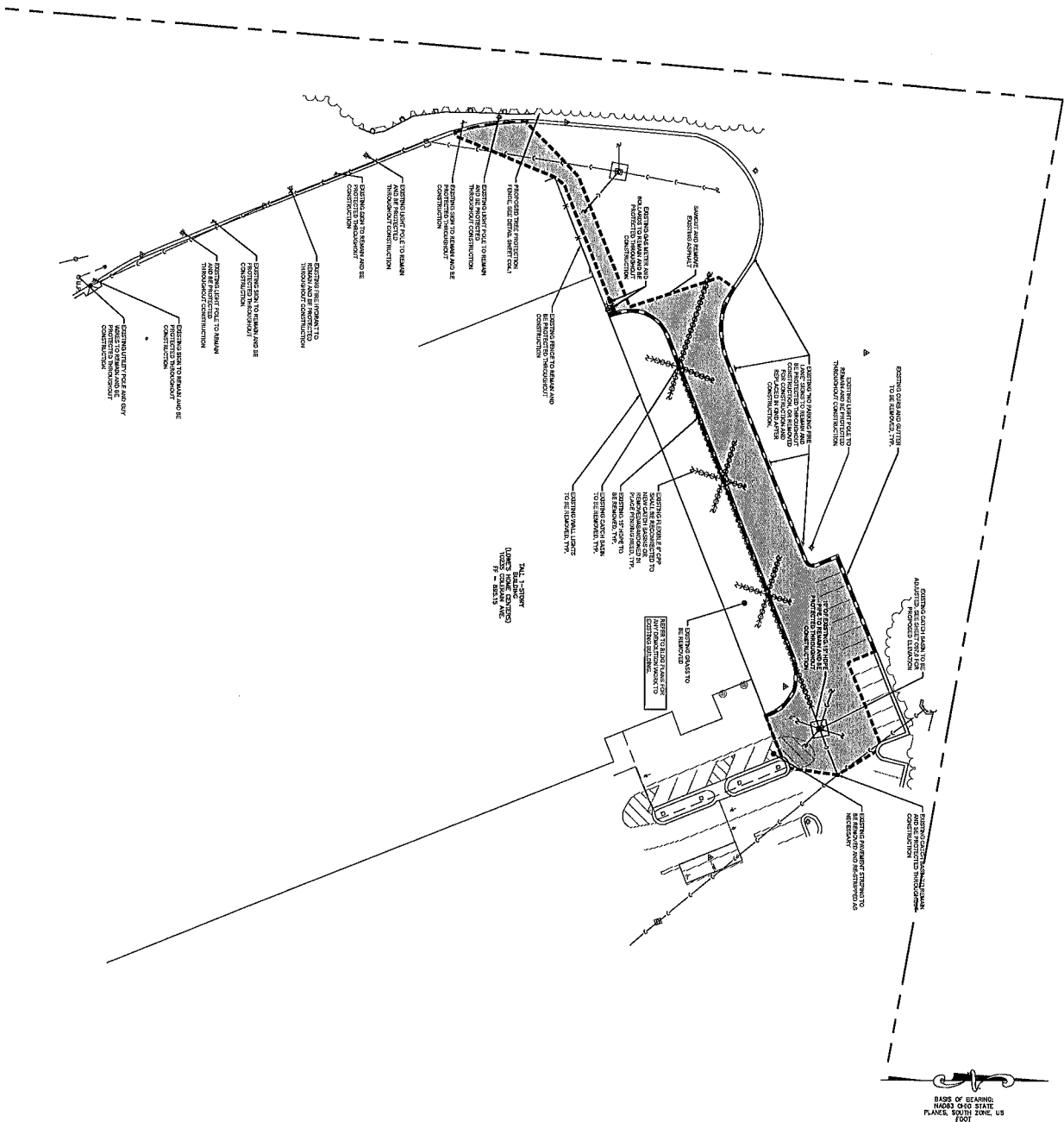
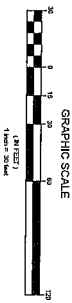
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CIVIL SITE PLANS EXISTING CONDITIONS PLAN LOWE'S OF: NW CINCINNATI - 0534 CINCINNATI, OHIO PROJECT NO. 2003222-031 DRAWN BY: LEH CHECKED BY: MUK		LOWE'S HOME CENTERS, L.P. 100 LOWE ROAD, SUITE 300 MOOREVILLE, NC 28557 704.766.1000 (1) 704.766.1000 FAX © 2003 LOWE'S HOME CENTERS, L.P. ALL RIGHTS RESERVED.	 ATWELL 866.850.4200 www.atwell-group.com 1250 EAST DUNE ROAD, SUITE 300 NAPERVILLE, IL 60563 DESIGN FIRM #161-003578	<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>1/20/03</td> <td>DESIGN</td> </tr> <tr> <td>1/20/03</td> <td>DRAWING SET</td> </tr> </table>	DATE	DESCRIPTION	1/20/03	DESIGN	1/20/03	DRAWING SET
DATE	DESCRIPTION									
1/20/03	DESIGN									
1/20/03	DRAWING SET									

NOT FOR CONSTRUCTION

23

- LEGEND
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| ---- | BOUNDARY LINE |
| ----- | REMOVE CONCRETE CURB AND GUTTER |
| ===== | FULL DEPTH CEMENT LIME |
| ***** | EXISTING INADEQUATE TO BE REMOVED |
| ***** | REMOVE EXISTING |
| ***** | ADDITIONAL CEMENT PAVEMENT |



REVISIONS	
DATE	DESCRIPTION
08/21	ZONING CERT

 **ATWELL**
866.850.4200 www.atwell-group.com
1250 EAST DREHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876



CIVIL SITE PLANS
DEMOLITION PLAN
LOWE'S OF:
NW CINCINNATI - 0534
CINCINNATI/OHIO
PROJECT No: 20002232.0534 DRAWN BY: LEH CHECKED BY:
NOT FOR CONSTRUCTION

C-03.0

1. ALL EROSION AND SEDIMENT CONTROLS SHALL BE IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL STANDARDS OF APPLICABLE OHIO EPA GENERAL PERMITS.

- [illegible]

THE SUBMITTER OF THIS ARTICLE AGREES TO THE JOURNAL'S POLICY ON COPYRIGHTS

- [illegible]

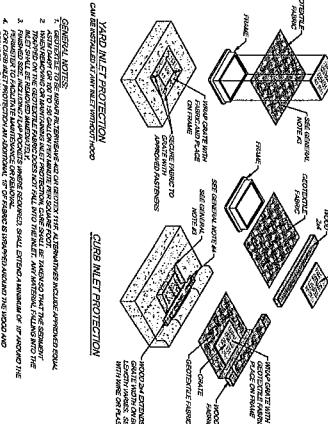
- Figure 1 is a map of the state of São Paulo, Brazil, showing its location relative to other states and major cities. The state of São Paulo is highlighted in light blue. Major cities are marked with black dots and labeled: São Paulo, Campinas, Ribeirão Preto, Sorocaba, Aracaju, Salvador, Recife, Fortaleza, Brasília, Belo Horizonte, Curitiba, Porto Alegre, and Rio de Janeiro. The location of the study area is indicated by a red dot in the southeastern part of the state, near the border with Rio de Janeiro. The map also shows the location of the study area within the state of São Paulo, Brazil, and the location of the study area within the state of São Paulo, Brazil.

- [illegible]

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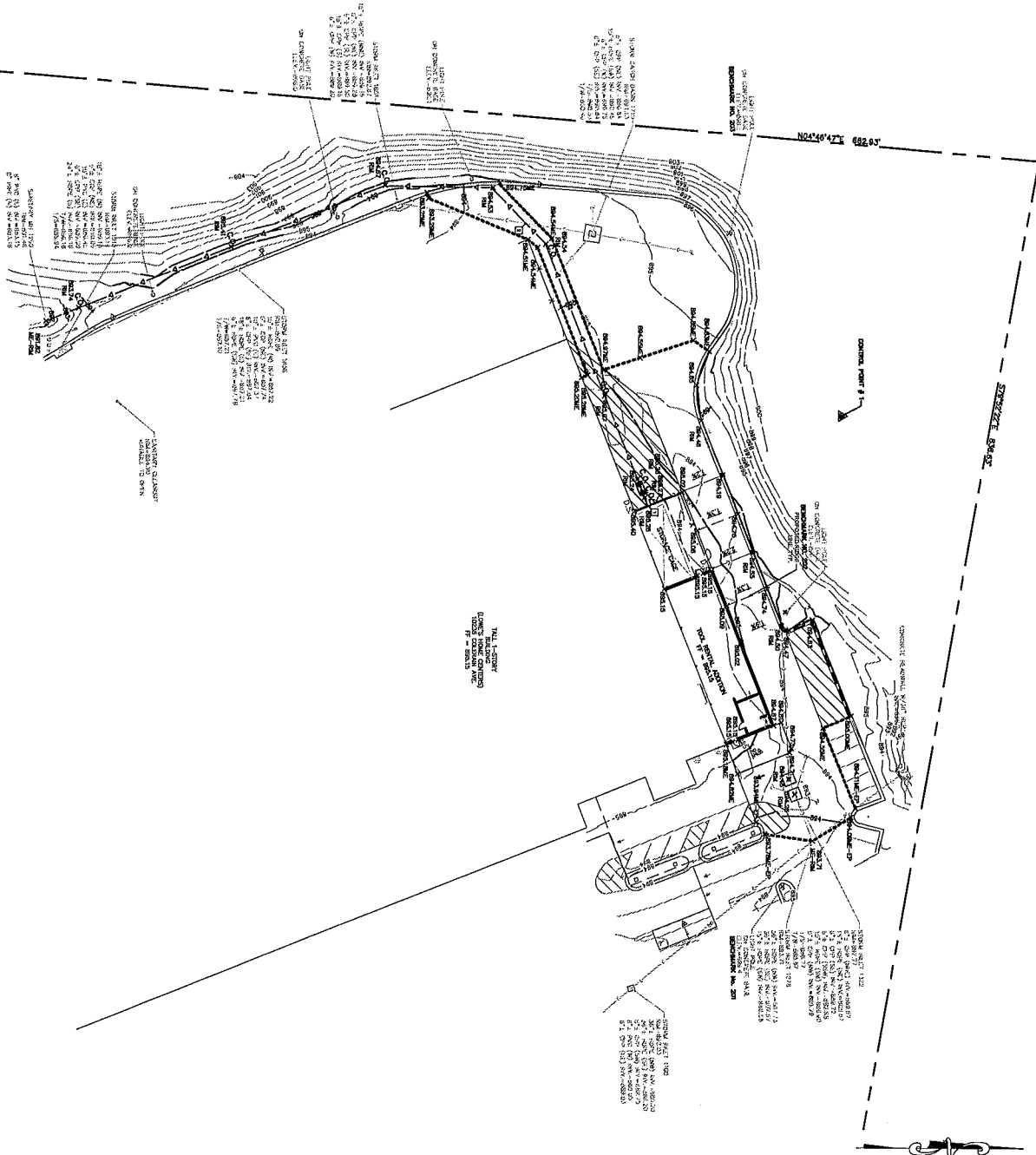
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GEOTEXTILE FABRIC INLET PROTECTION

GEOTEXTILE FABRIC INLET PROTECTION

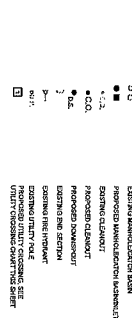
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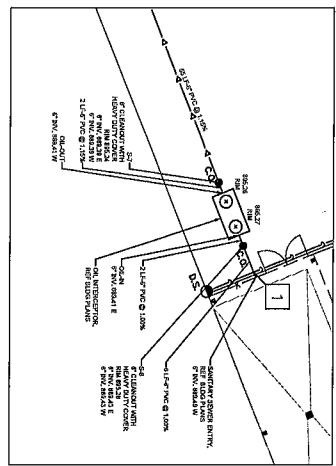
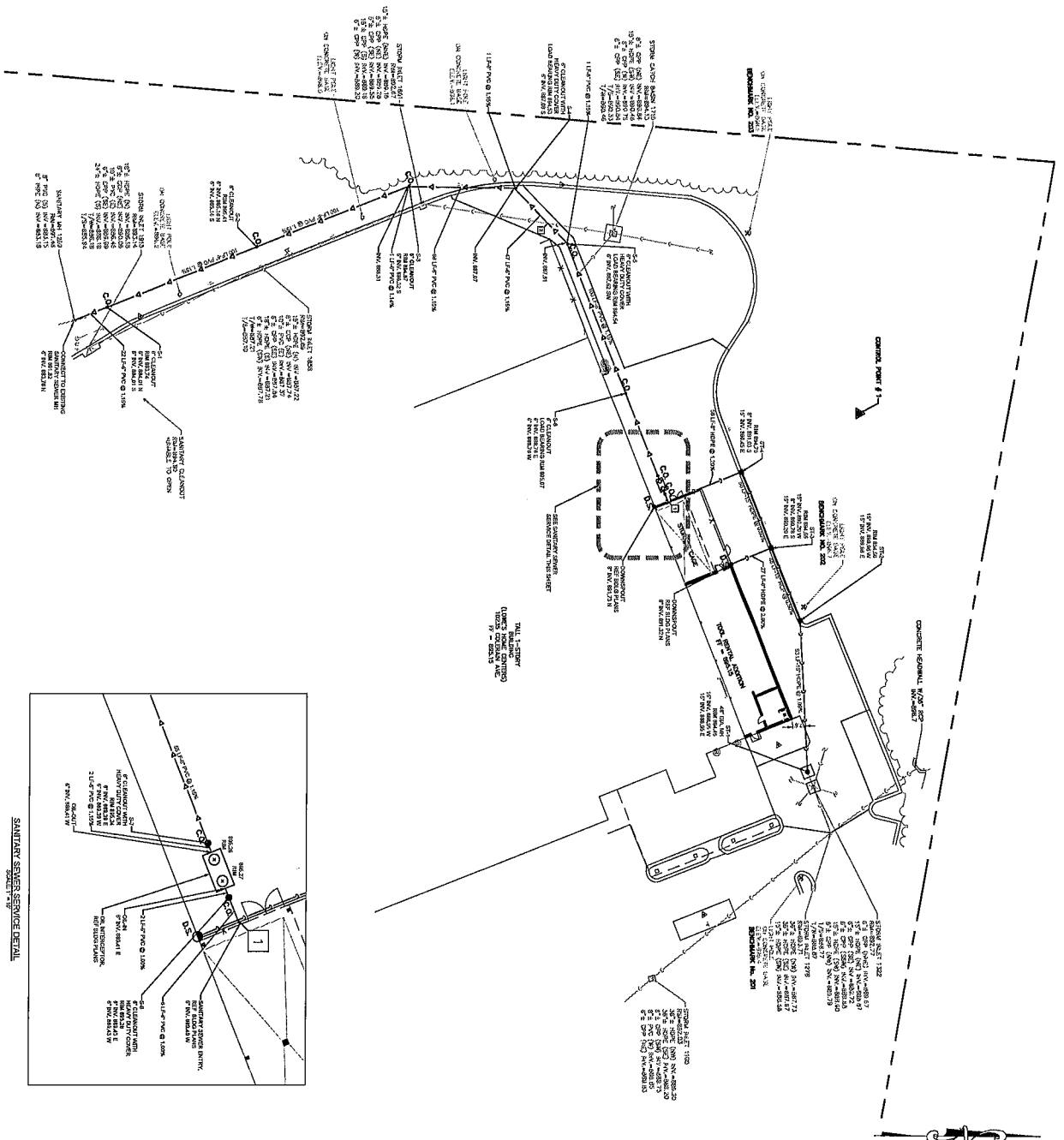
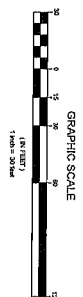
CIVIL SITE PLANS GRADING PLAN LOWE'S OF: NW CINCINNATI - 0534 CINCINNATI/OHIO PROJECT NO: 200222-0534 DRAWN BY: LEN CHECKED BY: MVA		1. THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF LOWE'S. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF LOWE'S. ANY VIOLATION OF THIS NOTICE SHALL BE AT THE USER'S SOLE RISK. 2. THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF LOWE'S. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF LOWE'S. ANY VIOLATION OF THIS NOTICE SHALL BE AT THE USER'S SOLE RISK.	 ATWELL 666.850.4200 www.atwell-group.com 1200 EAST OCHL ROAD, SUITE 300 NAPERVILLE, IL 60563 DESIGN FIRM #16-00378
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NOT FOR CONSTRUCTION

28

[illegible]

DEPOSIT FUNDED		LITVITY GROSSING CHART		
MONTH	SP. AD.	TOP UTILITY	SP. BLOWN	COMMENT
1	507.29	5' CIP/BLD	SP. BLOWN	1.50
2	506.61	10' CIP/BLD	5' BLOWN	1.57



REVISIONS	
NO. REVISION	DATE
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ATWELL
 866.850.4200 www.atwell-group.com
 1250 EAST DIEHL ROAD, SUITE 300
 NAPERVILLE, IL 60563
 DESIGN FIRM #184-DC5878

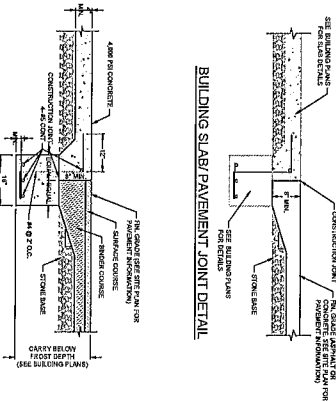


DRAWING NUMBER: C07.0	PREPARED SET ISSUE DATE CONSTRUCTION SET ISSUE DATE DRAWING NUMBER	CIVIL SITE PLANS UTILITY PLAN LOWE'S OF: NW CINCINNATI - 0534 CINCINNATI/OHIO PROJECT NO: 25002232.0534	DRAWN BY: LEH CHECKED BY: MSH

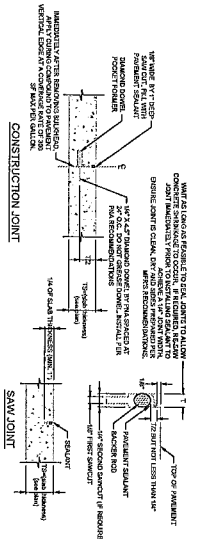
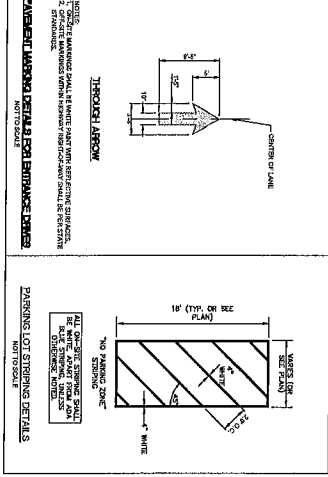
HEAVY DUTY ASPHALT PAVEMENT SECTION



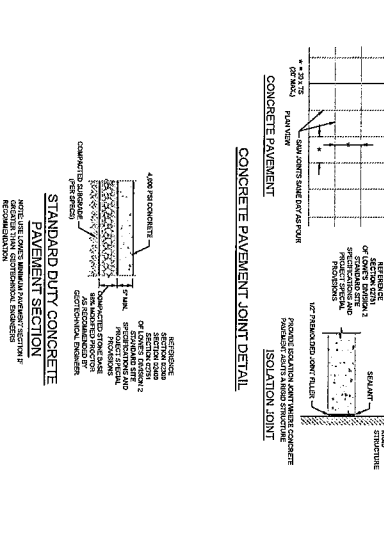
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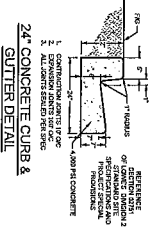
CONCRETE/ASPHALT PAVEMENT JOINT DETAIL



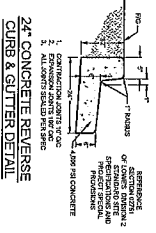
CONCRETE PAVEMENT JOINT DETAIL



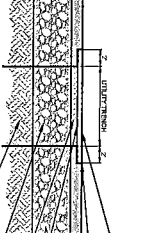
STANDARD DUTY CONCRETE PAVEMENT SECTION



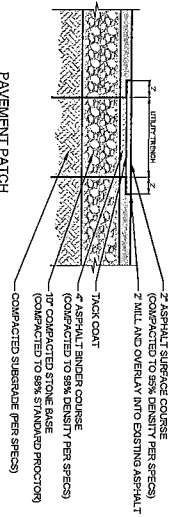
24" CONCRETE CURB & GUTTER DETAIL



24" CONCRETE REVERSE CURB & GUTTER DETAIL



PAVEMENT PATCH



REVISIONS

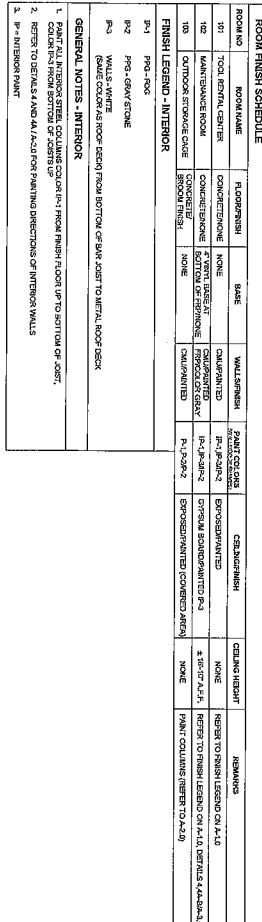
NO.	DATE	DESCRIPTION
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ATWELL
606.650.4200 www.atwell-group.com
1250 EAST DEER ROAD, SUITE 300
NAPVILLE, IL 60563
DESIGN FIRM #101-0005578

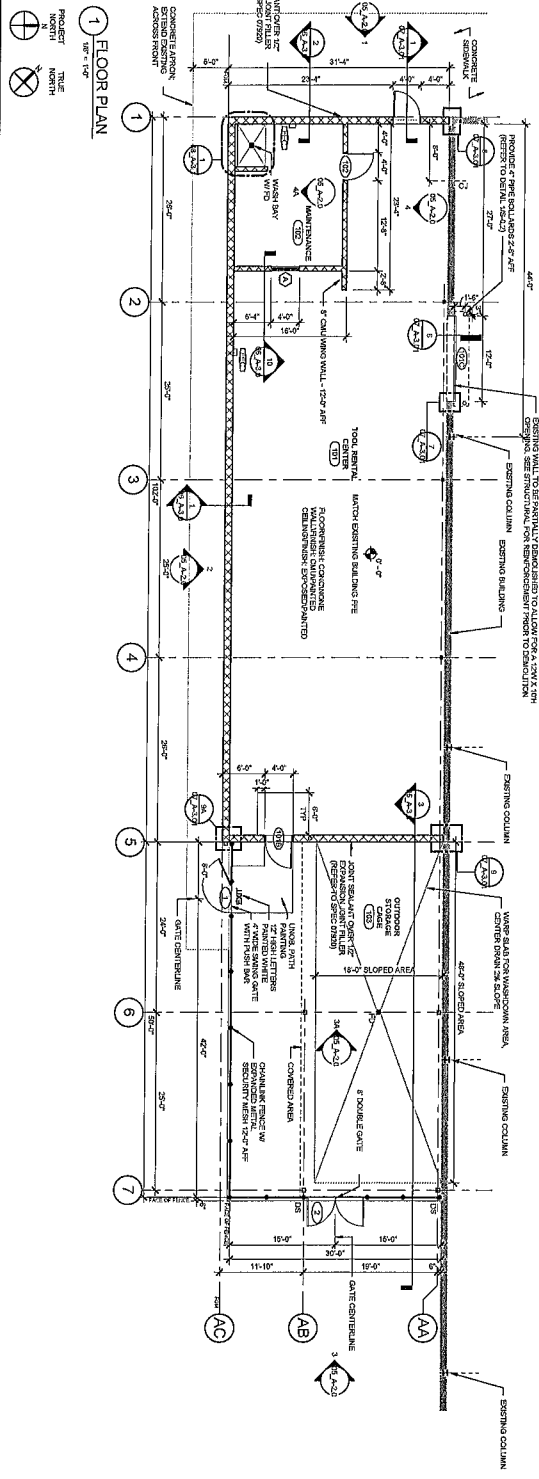
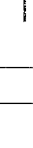
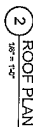
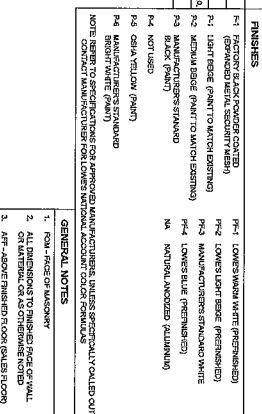
LOWE'S
LOWE'S HOME CENTERS, LLC
1000 CHURCH STREET, SUITE 200
BROOKVILLE, OH 45309
PROJECT #100117124-008-001

CIVIL SITE PLANS
CONSTRUCTION DETAILS
LOWE'S OF:
NW CINCINNATI - 0534
CINCINNATI, OHIO
NOT FOR CONSTRUCTION

C08.0
CONTRACT NO.
REVISION SET
CONSTRUCTION SET
ISSUE DATE
DRAWING NUMBER



ROOM FINISH SCHEDULE							
ROOM NO.	ROOM NAME	FLOOR/CEILING	WALL FINISH	PAINT COLOR	CERAMIC/TILE	CERAMIC HEIGHT	REMARKS
101	TECHNICAL CENTRE	CONCRETE/ROOF	WHITE	PR-1, PR-2	NONE	NONE	REFER TO FINISH LEGEND ON A.1.0
102	MAINTENANCE ROOM	CONCRETE/ROOF	WHITE	PR-1, PR-2	GRASSY BROWN/PAINTED PR-1	8" x 8" x 1/4"	REFER TO FINISH LEGEND ON A.1.0, DETAILS A.4.4(A), A.4.4(B)
103	OUTDOOR STORAGE CURVE	CONCRETE	NONE	PR-1, PR-2	BROWN/PAINTED CONCRETE AREA	NONE	PAINT COATING (REFER TO A.4.2)
FINISH LEGEND - INTERIOR							
PR-1	PRG-100						
PR-2	PRG-080V STONE						
PR-3	WALLS: WHITE (SEE COLOR SAMP BOOK DETAIL FROM BOTTOM OF DRAWING TO INITIAL ROOM DETAIL)						
GENERAL NOTES - INTERIOR							
1. PAINT ALL INTERIOR STEEL COULERS COLOR PR-1 FROM FINISH FLOOR UP TO BOTTOM OF JOIST.							
2. PAINT ALL INTERIOR STEEL COULERS COLOR PR-1 FROM FINISH FLOOR UP TO BOTTOM OF JOIST.							
3. REFER TO DETAILS A.4.0 AND A.4.1 FOR FINISHING DIRECTION OF INTERIOR WALLS							
PR-1 = INTERIOR PAINT							



1 FLOOR PLAN

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FLOOR FINISH

LOW
0534

PLANNING & ZONING

Department: Planning & Zoning
Department Director: Geoff Milz, Administrator

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:

- 2848 Brampton - 510-0041-0438-00
- 9247 Coogan - 510-0053-0143-00
- 3142 Deshler - 510-0052-0486-00
- 9832 Dunraven - 510-0041-0229-00
- 8244 Georgianna - 510-0090-0067-00
- 2859 Kingman - 510-0054-0304-00
- 2378 Lincoln - 510-0031-0515-00
- 7681 Livingston - 510-0211-0016-00
- 9838 Loralinda - 510-0041-0018-00
- 2563 Niagara - 510-0051-0342-00
- 8944 Pippin - 510-0062-0220-00
- 3198 Regal - 510-0064-0127-00
- 2795 Springdale - 510-0042-0110-00
- 9757 Yuba - 510-0051-0086-00

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 7:00 p.m., on the 27th 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 and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2848 Brampton	510-0041-0438-00
9247 Coogan	510-0053-0143-00
3142 Deshler	510-0052-0486-00
9832 Dunraven	510-0041-0229-00
8244 Georgianna	510-0090-0067-00
2859 Kingman	510-0054-0304-00
2378 Lincoln	510-0031-0515-00
7681 Livingston	510-0211-0016-00
9838 Loralinda	510-0041-0018-00
2563 Niagara	510-0051-0342-00
8944 Pippin	510-0062-0220-00
3198 Regal	510-0064-0127-00
2795 Springdale	510-0042-0110-00
9757 Yuba	510-0051-0086-00

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

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

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to

owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87; and

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

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

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

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 27th 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)
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 27th day of April, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department
Director: Jeff McElravy, Finance Director

Resolution Authorizing the Adoption of Appropriations- CARES Act

Recommend ADOPTION of the Resolution.

Rationale:

The Township carried over \$101,534.46 in CARES funding from 2020 into 2021. This Resolution appropriates those funds for eligible uses as defined by the federal government, including material and equipment to address the public health emergency and salary and related payroll costs for public safety employees.

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. _____-21

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

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, received \$3.2 million in CARES funding from the State of Ohio in 2020 to assist with the response to the public health emergency stemming from the COVID-19 pandemic; and

WHEREAS, funds are still available for eligible expenses in 2021;

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, 2021 to the Hamilton County Budget Commission, as follows;

Fund	Description	Permanent Appropriations
2272	Coronavirus Relief Fund- State of Ohio	\$101,534.46

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;

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

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

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

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

ADOPTED this _____ day of 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

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Authorizing the Reconstruction of Existing Sidewalks and Curbs on Colerain Ave. by ODOT
Recommend ADOPTION of the Resolution.

Rationale:

This resolution formalizes the township's agreement with the Ohio Department of Transportation and assigns roles and responsibilities as it relates to the Colerain Ave. Streetscape Project between Jonrose and Shadycrest.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:30** p.m., on the _____ day of April, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-21

**RESOLUTION AUTHORIZING THE RECONSTRUCTION OF EXISTING
SIDEWALKS AND CURBS ON COLERAIN AVENUE BY ODOT**

WHEREAS, the Colerain Township Board of Trustees has determined the need for reconstruction of the existing sidewalk and curbs on both sides of Colerain Avenue (US 27) from Jonrose Avenue to Shadycrest Drive; and

WHEREAS, reconstruction of the above-mentioned sidewalks and curbs will benefit the health, safety and welfare of the residents of Colerain Township.

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

1. The Board of Trustees hereby consents to the Director of Transportation to complete the above-described project as detailed in the Colerain Township – ODOT Let Project Agreement entered into between the parties and which is attached hereto and incorporated herein by reference.
2. The Board of Trustees shall cooperate with the Director of Transportation in the development and construction of the above described project as set forth in the Colerain Township - ODOT Let Project Agreement, as well as any other agreements necessary to develop and construct the Project.

The Board of Trustees agrees to participate in the cost of the project.

The Board of Trustees further agrees to pay 100% of the cost of those features requested by the Board of Trustees which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The Board of Trustees further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the Board of Trustees. The Board of Trustees shall contribute its share of the cost of these items in accordance with other sections herein.

The Board of Trustees agrees that if Federal Funds are used to pay the cost of any consultant contract, the Board of Trustees shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the Board of Trustees agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The Board of Trustees agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The Board of Trustees agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

3. The Board of Trustees hereby authorizes Administrator, Geoff Milz, to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

4. The Board of Trustees, upon the request of ODOT, authorizes Administrator, Geoff Milz, to execute any appropriate documents to affect the assignment of all rights, title, and interests of Colerain Township to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

5. The Board of Trustees agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The Board of Trustees understands that right-of-way costs include eligible utility costs.

The Board of Trustees agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

6. Upon completion of the Project, and unless otherwise agreed, the Board of Trustees shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

7. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

8. This Resolution is hereby declared to be an emergency measure to expedite the highway

project and to promote highway safety and shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of April, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Colerain Township of Hamilton County, 4200 Springdale Road, Colerain Township Ohio 45251.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **PID 113851 – HAM US 27 11.09 Sidewalks** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **\$1,243,813.34** as set forth in Attachment 1. ODOT shall provide to the LPA 60 percent of the eligible costs, in State funds. **OKI Transportation Alternatives (SAC 4TC7/KI08) construction phase cap is \$746,288 requiring a 40% local match.** This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited

and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed
Environmental Engineering	Stage 1 Plans	x		
	Stage 2 Plans	x		
	Value Engineering	N/A		ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		x	ODOT will obtain permits needed to construct the PROJECT.

	R/W Plans	x		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	x		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	x		
	Utility Relocation	x		
	Railroad Coordination and Agreements	N/A		
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	x		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	N/A		ODOT to coordinate in cooperation with the LPA.

All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
- B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
- C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
- F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.),

and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.

- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The LPA will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of

this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Geoff Miltz	Tammy Campbell, P.E., District Deputy Director
Colerain Township	Ohio Department of Transportation
4200 Springdale Road	505 S. SR 741
Colerain Township, OH 45251	Lebanon, OH 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics Laws:** LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 **Lobbying:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 **Debarment.** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Colerain Township	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Geoff Miltz , Township Administrator	Jack Marchbanks, Ph. D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$464,977	40		\$697,465	60					1,162,442\$
INSPECTION	\$32,548	40		\$48,823	60					81,371\$
TOTALS	\$497,525			\$746,288						\$1,243,813

Attachment 2

113851
PID NUMBER

35723
AGREEMENT NUMBER
DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the consultant costs of this Agreement performed by (CONSULTANT'S NAME) be paid directly to (CONSULTANT'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute Agreement with Northwest Local School District for Flashing Pedestrian Signal at W. Kemper Rd. and Wincanton Dr.

Recommend ADOPTION of the Motion.

Rationale:

This agreement would support the installation of a cross walk on Kemper Road to allow school children and others to safely cross Kemper Road, a county road. This project is a partnership with Northwest Local School District who will be paying for the infrastructure to be installed and warrantied for one year. The County Engineer's Office was not willing to maintain this additional infrastructure on Kemper Road and so the School District has asked if the Township would maintain it. Given that it positively impacts the safety of Colerain Township children and residents, it is staff's recommendation to take on this maintenance responsibility.

**JOINT AGREEMENT BETWEEN COLERAIN TOWNSHIP AND THE
NORTHWEST LOCAL SCHOOL DISTRICT FOR THE INSTALLATION OF A
FLASHING PEDESTRIAN SIGNAL AT
W. KEMPER ROAD AND WINCANTON DRIVE**

This JOINT AGREEMENT is entered into on this 27th day of April, 2021, by and between the Board of Trustees of Colerain Township, Ohio, hereinafter referred to as the "TOWNSHIP", and the Board of Education of the Northwest Local School District, hereinafter referred to as the "DISTRICT".

The DISTRICT desires to install a flashing pedestrian signal, hereinafter referred to as "FPS", at the intersection of W. Kemper Road and Wincanton Drive, located in the Township, hereinafter referred to as the "PROJECT".

Whereas,

- 1.) the DISTRICT has submitted the required documentation/information to justify the installation of the FPS, a copy of which is marked Attachment 1, is affixed hereto and is incorporated herein by reference; and
- 2.) the COUNTY has reviewed and approved the documentation/information submitted by the DISTRICT; and
- 3.) the PROJECT is required for, and conducive to, the orderly and safe flow of travel and pedestrians through the area and that the public will benefit by the construction of said PROJECT; and.
- 4.) the PROJECT is within the dedicated road right-of-way(s) under the jurisdiction of Hamilton County.

Therefore:

The COUNTY and/or the ENGINEER will:

- 5.) review and approve the plans for the installation of the FPS, such approval shall not be unreasonably withheld.
- 6.) permit the DISTRICT to install the FPS within the right-of-way of W. Kemper Road.
- 7.) inspect the installation/construction of the PROJECT.
- 8.) will be responsible for **NONE** of the costs involved in the design of the FPS; the installation of the FPS; and/or the operation, maintenance, repair, replacement or removal of the FPS.

The DISTRICT will:

- 9.) prepare or have a qualified firm prepare plans for the installation/construction of the FPS.
- 10.) submit or have the qualified firm submit the plans to the COUNTY for review and approval.
- 11.) agree that no installation/construction of the FPS is to commence until the COUNTY has reviewed and approved the plans.
- 12.) coordinate the reviewing of the plans by all necessary parties, i.e. utility companies.
- 13.) be responsible for **ALL** of the costs involved in the design of the FPS; the installation/construction of the FPS.
- 14.) be responsible for **ALL** of the costs involved in the maintenance and repair of the FPS for the warranty period of one year from the approval date by the COUNTY

The Township will:

- 15.) enter into a similar agreement as required by the COUNTY. (This will allow the DISTRICT to proceed with the installation of the FPS.)
- 16.) be responsible for **ALL** of the costs involved in the continued operation, maintenance and repair of the FPS following the one year warranty period as required by the COUNTY.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the TOWNSHIP and the DISTRICT have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

DISTRICT:

By: _____ Date: _____
Superintendent

By: _____ Date: _____
Treasurer/CFO

COLERAIN TOWNSHIP:

By: _____ Date: _____
Township Administrator

Approved as to Form:

By: _____ Date: _____
Law Director

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Authorize Release of Scope of Services for Groesbeck Strategic Reinvestment Plan
Recommend ADOPTION of the Motion.

Rationale:

Colerain Township has received \$30,000 in Community Development Block Grant funds to complete a Strategic Reinvestment Plan for the Groesbeck neighborhood. In 2019, the Township adopted the [Northbrook Now: Community Reinvestment Plan](#) which provided an analysis of the neighborhood and recommendations for strategic interventions that could be executed by community groups and/or the Township to improve the neighborhood, decrease residential and commercial blight and drive reinvestment. The Township is looking to create a similar plan for the Groesbeck neighborhood.

If approved by the Board the project is anticipated to follow the timeline below:

- Release of Scope of Services – Wednesday, April 28, 2021
- Responses Due – Wednesday, May 26, 2021
- Interviews with Candidates – June 1 & 2, 2021
- Board Consideration of Project – June 8, 2021
- Project Start Date – Monday, June 14, 2021
- Target Project Completion Date: December 31, 2021

OVERVIEW

Colerain Township is soliciting bids for the selection of a consultant team to assist with the development of a Strategic Reinvestment Plan for the Groesbeck neighborhood of the Township. In 2019, the Township adopted the [Northbrook Now: Community Reinvestment Plan](#) which provided an analysis of the neighborhood and recommendations for strategic interventions that could be executed by community groups and/or the Township to improve the neighborhood, decrease residential and commercial blight and drive reinvestment. The Township is looking to create a similar plan for the Groesbeck neighborhood.

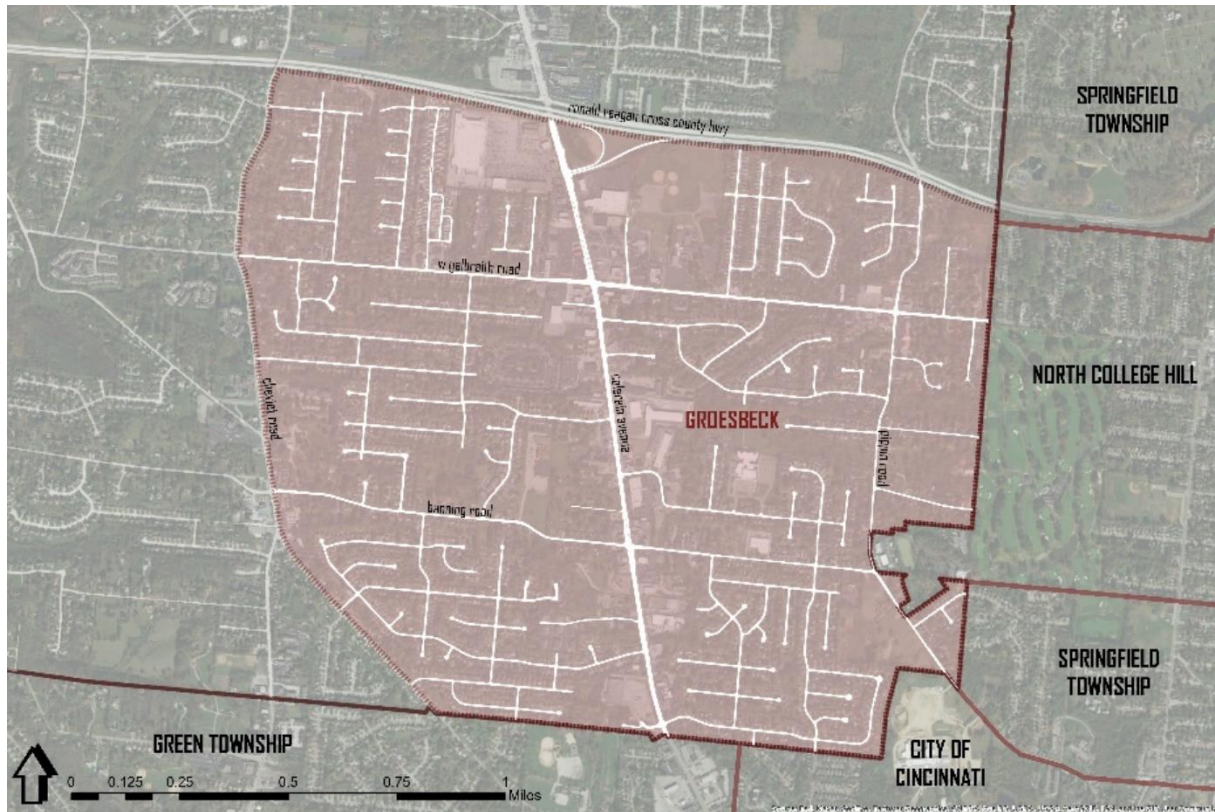
Groesbeck is one of the oldest neighborhoods in Colerain Township. It serves as a gateway to the Township and is essential for welcoming people traveling north on Colerain Avenue from the City of Cincinnati and Green Township. Major developments such as the new Duke Energy Operations Center have contributed to a renewed sense of hope and renaissance in the southern portion of the Colerain Avenue corridor. Home to smaller scale, local, and unique commercial activities, this area has several opportunities for new development and redevelopment.

Many homes in Groesbeck are referred to as ‘Murphy Homes’. This term is used to describe small but well-constructed post-WWII homes originally aimed at new families and priced affordably. Groesbeck has some of the most dense and walkable streets in the Township. They are the places young families have chosen to raise their children for decades. They are also now home to people who moved in the 60’s and 70’s and stayed.

Issues and opportunities in the Groesbeck planning area include, but are not limited to, the following:

- Implementation of the [Colerain Ave. Corridor Plan](#) and the [Colerain Township Comprehensive Plan](#);
- Encouraging private commercial reinvestment in the Colerain Ave. Corridor from Galbraith Road to Byrneside;
- Creating a unique community identity for the neighborhood through placemaking;
- Neighborhood specific housing strategies which includes those that address blight, property maintenance and new housing via scatter-site and traditional development.

STUDY AREA MAP



PROJECT TIMELINE

Release of Scope of Services – Wednesday, April 28, 2021

Responses Due – Wednesday, May 26, 2021

Interviews with Candidates – June 1 & 2, 2021

Board Consideration of Project – June 8, 2021

Project Start Date – Monday, June 14, 2021

Target Project Completion Date: December 31, 2021

BUDGET AND RESOURCES

This project is funded through a Community Development Block Grant and has a project budget of \$30,000.00. The Township has an additional \$20,000 in Community Development Block Grant dollars to implement aspects of the plan.

Respondents should note that the planning process leaves flexibility for additional topics to be added to the plan scope by the public, or as warranted by data analysis. Incorporation of these topics does not constitute a scope increase, and proposals should describe how the Consultant Team will hold resources in reserve to address focus topics as they arise.

Township staff will make a significant contribution to achieving the project scope of work. Consultants will work as an extension of staff, focusing on tasks related to their expertise. Specific Township resources for this project include:

- Development Director — Responsible for the project, project manager
- Zoning Administrator — Project support
- Development Officer — Project support
- Township Administrator — Consulted on project
- Assistant Township Administrator – Consulted on project

CONSULTANT QUALIFICATIONS

It is desirable, but not required, for the consultant team to have key staff located in the Cincinnati metropolitan area with experience working with Hamilton County agencies and neighborhoods. Consultant team should have demonstrated expertise and experience in the following categories:

- Built Environment
 - Land use and neighborhood character/context
 - Transportation and streetscape (pedestrian, bike, transit and vehicle)
 - Utilities and infrastructure planning (storm water, green infrastructure, etc.)
 - Parks, trails and open space
 - Urban design
 - Historic and Cultural Preservation
- Policy and Regulation
 - Economic development
 - Housing development and affordability
 - Health, sustainability, and resiliency
 - Placemaking and retrofit strategies for underutilized or distressed areas
- Skills
 - Graphic design, mapping, and quantitative/spatial analysis
 - Document layout, formatting, and design
 - Planning process best practices and strategies
 - Innovative public engagement and outreach,
 - Meeting facilitation and mediation/resolution
 - Interpretation and translation services in location-relevant languages

SCOPE OF WORK

Consultant Team will provide the following deliverables to the Township:

- 1) Regular meetings with the neighborhood civic organization, A Greater Groesbeck who are a group of individuals not appointed by or related to the Township;
- 2) At least one large format meeting with the broader neighborhood;
- 3) Strategic Reinvestment Plan for Groesbeck
- 4) Presentation to the Board of Trustees on aspects of the Strategic Reinvestment Plan

PROPOSALS

Proposals shall include:

- 1) A narrative of the consultant's understanding of and approach to the project;
- 2) Scope of Work with Itemized Costs which include, at a minimum, three sections: Public Engagement, Strategy Development, and Implementation Recommendations;
- 3) Project schedule;
- 4) Listing/description of relevant experience;
- 5) A copy of a sample contract/agreement for consideration (this will allow the Township to expedite the review and award process);
- 6) Staff biographies for Staff who will be assigned to this project.

ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically by emailing your proposal to Geoff Milz, Township Administrator at gmilz@colerain.org, no later than Wednesday, May 26, 2021 at 4:30PM EST.

TERMS AND CONDITIONS

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

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

Colerain Township may reject any or all responses that do not meet the requirements of the Scope of Services in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

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

ADMINISTRATION

Department: Administration

Department

Director:

First Reading - Facility Master Plan

Staff seeks direction based on a first reading of the Facility Master Plan proposals.

Rationale:

In the 2021 Strategic Plan and Budget, the Board adopted and approved an initiative known as the "Facility Master Plan". This initiative contained a budget of \$150,000. To execute on this initiative, a scope of services was adopted by the Board at the March 9, 2021 Trustees meeting. Staff received three responses to this scope of services, which can be found at this link: <https://www.colerain.org/DocumentCenter/Index/307>

A memorandum is attached to this agenda item that outlines the importance of the Facility Master Plan and provides an overview of the staff recommendation, Emersion Design. The \$118,085 cost is well within the \$150,000 budget approved by the Trustees for this project for 2021. This project is critical to the short and long term future of the community and will leave an impact on this community for decades. It will also help to develop and establish a policy document for execution, similar to a strategic plan specific to our buildings.

Given the significance of this project, staff seeks direction from the Trustees on this recommendation. Information and direction provided by the Trustees at this meeting will assist staff in the preparation of an agenda item for consideration at the May 11, 2021 Board of Trustee meeting.



MEMORANDUM

To: Board of Township Trustees
CC: Jeff Weckbach, Assistant Township Administrator
From: Geoff Milz, Township Administrator
Subject: Facility Master Plan
Date: April 18, 2021

BACKGROUND

As part of the 2021 Strategic Plan and Budget, Colerain Township adopted a new, expanded capital plan. This capital plan can be found on pages 83 – 108 here:

<https://www.colerain.org/DocumentCenter/View/3000/2021-Strategic-Plan-and-Budget---Final>

Throughout discussions with Department Directors on future capital projects involving facility improvements, expansions, and alternative uses, it became clear that there were a number of competing needs, unknown major component costs, and potential site redesigns that would help to reposition the Township offices to more appropriately deliver services in the future. The pandemic also highlighted the need to rethink the structure of the traditional office environment.

Given the competing capital needs of the Township, the Strategic Plan included an initiative known as the “Facility Master Plan”. The overall goal of the initiative is to develop a comprehensive facilities master plan for all Township property, including parks and Township owned vacant lots. This project will fully assess the existing facility configuration, space, and needs of all departments and develop an actionable plan based on existing and future resources. Of note, this plan will provide recommendations for:

- Energy efficiency improvements;
- Operational efficiencies;
- Expansion of assets; and
- Utilization of existing underutilized assets.

ANALYSIS

A scope of services for this project was included in the March 9, 2021 Board of Trustee meeting packet and responses were due on April 2, 2021. The Township received responses from three firms:

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

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

Brandstetter Carroll, Emersion Design, and KZF. An internal team consisting of the Township Administrator, Assistant Administrator, Public Services Director, and Facility Manager reviewed all of the submitted proposals and interviewed all three firms.

Each proposal contained recommended approaches to develop the following:

- **Prioritization Policy and Document:** Each firm outlined how they would work to develop consensus to prioritize which capital projects should be funded given the Township's financial constraints.
- **Needs Assessment:** This is a review of all critical building components that will highlight the life cycle replacement for all critical systems. This will be an actionable document that indicates when major systems are likely to fail and what the expected cost of replacement may be.
- **Building Recommendations:** An overview of alternative designs, green improvements, facility relocations, and other holistic solutions will be considered. Cost estimates and recommendations on phasing to ensure continuity of operations will also be considered.
- **Parks:** This will provide a recommendation on parks infrastructure and green space that is missing in our community. It will also outline upgrades, replacements, and other improvements that are necessary to provide essential parks services to our community.
- **Vacant Properties:** These recommendations will outline alternative uses for our existing vacant Township owned properties that will lower Township maintenance costs and increase their functional utility in the community.

All three of the proposals contained a strong team of experts that possess robust experience in developing master plans for other communities. One major separating factor in all three proposals was cost, with Emersion Design roughly \$30,000 less than the other two proposals. The Emersion Design proposal contains a strong team of expertise in green infrastructure projects and planning. All three proposals can be reviewed in their entirety here: <https://www.colerain.org/DocumentCenter/Index/307>

RECOMMENDATION

Staff recommends adoption of a contract with Emersion Design for all listed services. The \$118,085 cost is well within the \$150,000 budget approved by the Trustees for this project for 2021. This project is critical to the short- and long-term future of the community and will leave an impact on this community for decades. It will also help to develop and establish a policy document for execution, similar to a strategic plan that is specific to Township owned buildings.

CONSENT ITEMS

Department: Administration
Department Director: Geoff Milz, Administrator

Contract - OpenGov - Support Services

Recommend approval of all consent items.

Rationale:

This contract provides critical support services to aid in the implementation of the OpenGov suite of software for permits, planning and code enforcement.



OpenGov Inc. PO Box 41340
San Jose, CA 95160
United States

Created On: 4/12/2021
Quote Expiration: 4/30/2021
Subscription Start Date: 4/13/2021
Subscription End Date: 6/12/2022

Prepared By: Zach Garelik
Email: zgarelik@opengov.com
Contract Term: 1 Year and 2 Months

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

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Premium Support	4/13/2021	6/12/2021	Prorated Term	\$862.50
Premium Support	6/13/2021	6/12/2022	1	\$5,175.00
Annual Subscription:				\$5,175.00

Billing Table:

Billing Date	Amount Due
April 13, 2021	\$862.50
June 13, 2021	\$5,175.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

Township of Colerain, OH

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CONSENT ITEMS

Department: Administration
Department Director: Geoff Milz, Administrator

Contract - Marty Kohler - Personal Services Agreement

Recommend approval of all consent items.

Rationale:

This personal services agreement provides temporary professional planning services to the township.

**PERSONAL SERVICES AGREEMENT
COLERAIN TOWNSHIP CONSULTANT**

This agreement is made and entered into this ____ day of April, 2021, by and between **Colerain Township, Hamilton County, Ohio**, 4200 Springdale Road Colerain Township, OH 45251, and Martin Kohler, hereinafter referred to as ("Contractor").

TERM

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from April 5, 2021 until the contract is terminated pursuant to section 4.01 below.

SERVICES

2.01 The Contractor shall provide professional planning services.

COMPENSATION

3.01. The Contractor shall receive compensation of \$45.00 per hour as approved by the administrator.

3.02 Contractor shall furnish the Township with a W-9, completed with relevant and correct taxpayer identification information to facilitate payment.

3.03 Contractor hereby acknowledges that he is considered to be an independent contractor and shall receive no benefits generally afforded to Colerain Township employees. In addition, Contractor is solely liable for the payment of all Federal, State and Local income taxes or other taxes arising out of this Contract.

3.04 Contractor acknowledges and agrees to abide by all Federal, State, and/or local criminal or civil laws, statutes, or requirements throughout the duration of this agreement, and failure to do so may result in immediate termination of the agreement, and the pursuit of any other remedy available, whether in law or in equity, by the Township.

3.05 Contractor agrees to indemnify and hold the Township harmless as a result of any claims arising from or related to her performance of any duties related to this agreement.

3.06 Total compensation shall not exceed \$10,000.00 without approval of the Colerain Township Trustees.

TERMINATION

4.01 This agreement may be terminated by either party, with or without cause, at any time, without prior notice. In the event of termination, the terminating party shall notify the other, in writing, of intent to cancel said agreement, with said cancellation effective immediately upon issuance of the same.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth herein upon the date as indicated.

**COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO**

By: _____

Date: 4.1.21

(Contractor)

By: _____

Date: 4-1-21

CONSENT ITEMS

Department: Public Services

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

Donation Acceptance - Public Services Department - \$100.00

Recommend approval of all consent items.

Rationale:

Colerain Township Public Services is grateful for a \$100.00 donation from resident Scott Barbee for the Colerain Township Community Center.

CONSENT ITEMS

Department: Public Services

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

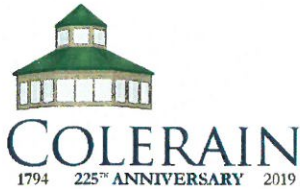
New Hire - Seasonal Maintenance Worker - Public Services

Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: Noah Martin, Matthew Moore, Mariah Baumer.

The wage for this job is \$11.00 per hour for those who have not served in this role before and \$12.50 per hour those who have served before for 40 hours per week through the season. Contingent upon Board approval, they would be eligible to begin work on May 3, 2021 or May 10, 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- Date of Trustee Approval **04/27/2021**

Job Code: 163- Seasonal Maintenance Worker Position Number: 5107- Seasonal Maintenance Worker

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: Noah Martin

Hourly rate: \$11.00 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, Sr and Geoffrey Payne, Jr. Returning EE

Department Head Name: Jackie O'Connell

Signature: **Jacqueline A. O'Connell**

Date: **4/21/2021**

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: **04/27/2021**

Administrator Signature: 

Date: **4-22-21**

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

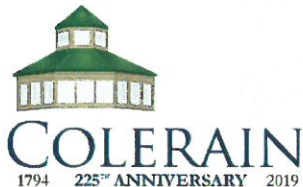
Date posting closed: Currently Open

Interview Committee: Interviewed with Roger Krebs, Geoffrey Payne, Sr. and Geoffrey Payne, Jr.
Returning employee.

Interview dates: March and April 2021

Number of applications: 6

Number of candidates interviewed: 6



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 Date of Trustee Approval 04/27/2021

Job Code: 163- Seasonal Maintenance Worker Position Number: 5105- Seasonal Maintenance Worker

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: Matthew Moore

Hourly rate: \$11.00 Employee Supervisor: Roger Krebs

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

Proposed start date: 5/10/2021 Eligibility Date: 5/10/2021

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, Sr and Geoffrey Payne, Jr. Returning employee.

Department Head Name: Jackie O'Connell

Signature: Jacqueline A O'Connell

Date: 4/21/2021

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: 4/27/2021

Administrator Signature: _____

Date: 4.22.21

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

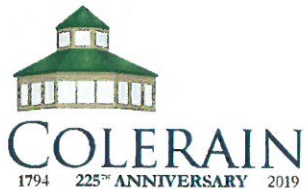
Date posting closed: Currently open

Interview Committee: Interviewed with Roger Krebs, Geoffrey Payne, Sr and Geoffrey Payne, Jr.
Returning employee.

Interview dates: March and April 2021

Number of applications: 6

Number of candidates interviewed: 6



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 Date of Trustee Approval **04/27/2021**

Job Code: 163- Seasonal Maintenance Worker Position Number: 5110- Seasonal Maintenance Worker

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: Mariah Baumer

Hourly rate: \$12.50 Employee Supervisor: Roger Krebs

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

Proposed start date: 5/10/2021 Eligibility Date: 5/10/2021

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, Sr and Geoffrey Payne, Jr. Returning employee.

Department Head Name: Jackie O'Connell

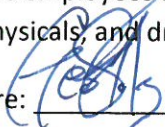
Signature: **Jacqueline A. O'Connell**

Date: **4/21/2021**

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: **04/27/2021**

Administrator Signature: 

Date: 4.22.21

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