COLERAIN
EST. 1794

Regular Meeting of the Board of Trustees - June 22

June 22, 2021

1. **Opening of Meeting**
2. **Pledge of Allegiance** 7:00 PM
3. **Meditation (Moment of Silence)**
4. **Fiscal Office** – Approval of Minutes
5. **Presentations**
    a. Presentation of Medal of Valor Award
    b. Presentation of Retirement Proclamation to Firefighter/EMT Shannon Hayden
6. **Public Hearings**
    a. 2022 Tax Budget
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Motion to Issue Noise Resolution Permit

Public Services

a. Motion to Authorize Township Administrator to Execute Agreement with Strawser Construction for 2021 Cape Sealing
b. Motion to Authorize the Township Administrator to Execute an Agreement with the Hamilton County Engineers for the Installation of a Flashing Pedestrian Sign at Kemper and Wincanton.
c. Resolution to Prepare and Submit an Application to Participate in the Transit Infrastructure Fund Program and to Execute Contracts as Required

Development

a. Discussion of the Disposition of Parcels 0510-0051-0220 and 0510-0062-0098

Administration

a. Motion to Approve 2022 Tax Budget

11. **Old Business**
12. **Consent Items**
    a. Promotion - Assistant Chief - Department of Fire & EMS
    b. New Hire - Police Officer - Police Department

COLERAIN

c. New Hire - Records Clerk - Police Department

d. New Hire - Firefighter/Paramedic - Department of Fire & EMS

e. New Hire - Seasonal Camp Counselor - Pubic Service - Parks

f. Contract - WEX - HSA

13. **Fiscal Office Report**

14. **Executive Session** – if needed

15. **Adjournment**

PRESENTATIONS

Department:	Police
Department Director:	Mark Denney, Police Chief

Presentation of Medal of Valor Award

Rationale:

Colerain Police Officer Zach Elston Awarded for Bravery stemming from line of duty shooting on November 30, 2020.

PRESENTATIONS

Department:	Fire
Department Director:	Allen Walls, Fire Chief

Presentation of Retirement Proclamation to Firefighter/EMT Shannon Hayden

Presentation by Chief of Department Allen Walls for Retirement Proclamation to Firefighter/EMT Shannon Hayden

Rationale:

Recognize retired Firefighter/EMT Shannon Hayden for 31 years of service to the community.

PROCLAMATION FOR FIREFIGHTER/EMT SHANNON HAYDEN FOR HIS YEARS OF DEDICATED SERVICE TO COLERAIN TOWNSHIP, OHIO

Whereas Firefighter/EMT Shannon Hayden was hired on May 8th of 1990 as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

Whereas Firefighter/EMT Shannon Hayden has demonstrated professionalism, allegiance, service, commitment and excellence through his contributions as a firefighter, emergency medical technician, lieutenant, leader, mentor, and friend during his tenure with the Department; and

Whereas Firefighter/EMT Shannon Hayden retired on May 15th, after 31 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

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

Be it further resolved that in recognition of all that Firefighter/EMT Shannon Hayden has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, June 22nd, 2021, as a special day of recognition for Shannon Hayden to acknowledge his contributions to our community and wish him continued success in retirement.

Raj Rajagopal Trustee	Dan Unger Trustee	Matt Wahlert Trustee

Date: June 22, 2021

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	$ 5,112,562.37		
	Estimated Receipts	$ 4,708,221.71		
1000	**GENERAL**	**$ 9,820,784.08**	**$ 5,908,026.76**	**$ 3,912,757.32**
	Balance	$ 91,547.09		
	Estimated Receipts	$ 45,635.54		
2011	**MOTOR VEHICLE LICENSE TAX**	**$ 137,182.63**	**$ 41,786.73**	**$ 95,395.90**
	Balance	$ 90,614.12		
	Estimated Receipts	$ 729,000.00		
2021	**GASOLINE TAX**	**$ 819,614.12**	**$ 731,744.37**	**$ 87,869.75**
	Balance	$ 766,147.64		
	Estimated Receipts	$ 993,374.15		
2031	**ROAD & BRIDGE**	**$ 1,759,521.79**	**$ 1,086,351.07**	**$ 673,170.72**
	Balance	$ 4,696,538.23		
	Estimated Receipts	$ 7,587,311.68		
2081	**POLICE DISTRICT**	**$ 12,283,849.91**	**$ 8,984,319.79**	**$ 3,299,530.12**
	Balance	$ 3,208,357.28		
	Estimated Receipts	$ 14,437,522.70		
2111	**FIRE DISTRICT**	**$ 17,645,879.98**	**$ 13,813,857.62**	**$ 3,832,022.37**
	Balance	$ 75,891.35		
	Estimated Receipts	$ 365,443.45		
2181	**ZONING**	**$ 441,334.80**	**$ 365,443.54**	**$ 75,891.26**
	Balance	$ 354,235.25		
	Estimated Receipts	$ 841,666.48		
2231	**PERMISSIVE MOTOR VEHICLE TAX**	**$ 1,195,901.73**	**$ 409,707.00**	**$ 786,194.73**
	Balance	$ 101,871.16		
	Estimated Receipts	$ 208,500.00		
2261	**LAW ENFORCEMENT TRUST**	**$ 310,371.16**	**$ 265,416.54**	**$ 44,954.62**
	Balance	$ 7,486.48		
	Estimated Receipts	$ 2,000.00		
2271	**ENFORCEMENT & EDUCATION**	**$ 9,486.48**	**$ 1,500.00**	**$ 7,986.48**
	Balance	$ -		
	Estimated Receipts	$ -		
2272	**CORONAVIRUS RELIEF FUND - STATE**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2273	**CORONAVIRUS RELIEF FUND - STATE**	**$ -**	**$ -**	**$ -**
	Balance	$ 749,565.42		
	Estimated Receipts	$ 1,508,000.00		
2281	**EMS SERVICE FEES**	**$ 2,257,565.42**	**$ 1,480,326.75**	**$ 777,238.67**
	Balance	$ 218,861.29		
	Estimated Receipts	$ 164,000.00		

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
2401	**LIGHTING ASSESSMENT**	**$ 382,861.29**	**$ 173,000.00**	**$ 209,861.29**
	Balance	$ -		
	Estimated Receipts	$ 243,125.00		
2901	**Kroger TIF**	**$ 243,125.00**	**$ 243,125.00**	**$ -**

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	96,370.56		
	Estimated receipts	$ 50,000.00		
2902	**RECYCLING INCENTIVE**	**$ 146,370.56**	**$ 68,606.76**	**$ 77,763.80**
	Balance	$ 811,784.35		
	Estimated Receipts	$ 360,000.00		
2903	**Towne Center TIF**	**$ 1,171,784.35**	**$ 203,187.50**	**$ 968,596.85**
	Balance	$ -		
	Estimated Receipts	$ 455,000.00		
2904	**TIF - DUKE**	**$ 455,000.00**	**$ 455,000.00**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2904	**TIF - NORTHRIDGE**	**$ -**	**$ -**	**$ -**
	Balance	$275,956.76		
	Estimated Receipts	$ -		
2906	**SIDEWALK WAIVER**	**$ 275,956.76**	**$ -**	**$ 275,956.76**
	Balance	$ -		
	Estimated Receipts	$ -		
2907	**Stone Creek TIF**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ 130,000.00		
2908	**CBDG**	**$ 130,000.00**	**$ 130,000.00**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2910	**TIF Best Buy**	**$ -**	**$ -**	**$ -**
	Balance	$ 154,741.65		
	Estimated Receipts	$ 966,416.82		
2911	**Parks & Services**	**$ 1,121,158.47**	**$ 966,416.82**	**$ 154,741.65**
	Balance	$ 143,723.66		
	Estimated Receipts	$ 639,209.94		
2912	**Community Center**	**$ 782,933.60**	**$ 639,209.94**	**$ 143,723.66**
	Balance	$ 0.02		
	Estimated Receipts	$ -		
3102	**BOND RETIREMENT PARKS**	**$ 0.02**	**$ -**	**$ 0.02**
	Balance	$ -		
	Estimated Receipts	$ -		
3103	**BOND RETIREMENT PW**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
3105	**BOND RETIREMENT STREETSCAPE**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
3301	**BOND RETIREMENT FIRE**	**$ -**	**$ -**	**$ -**

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION		JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	$	930.00		
	Estimated Receipts	$	-		
4401	**NSP Funds**	**$**	**930.00**	**$ -**	**$ 930.00**
	Balance	$	-		
	Estimated Receipts	$	23,101.16		
4401	**HAMILTON CO. COMM. DEV. SIDEWALK**	**$**	**23,101.16**	**$ 23,101.16**	**$ -**
	Balance	$	123,166.12		
	Estimated Receipts	$	-		
4409	**OPWC**	**$**	**123,166.12**	**$ -**	**$ 123,166.12**
	TOTAL ESTIMATED RECEIPTS	**$**	**34,457,528.63**		
GRAND TOTALS		**$**	**51,537,879.43**	**$ 35,990,127.33**	**$ 15,547,752.09**

PUBLIC SAFETY

Department:	Police
Department Director:	Mark Denney, Police Chief

Motion to Issue Noise Resolution Permit

Recommend ADOPTION of the Resolution.

Rationale:

Home Depot has requested permission to operate outside the resolution hours on June 30, July 1 and July 2, 2021.

COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

Application for Noise Resolution Permit

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

Name of applicant: Home Depot

Address where event will be held: 3461 Joseph Rd. Cincinnati OH 45251

Type of event: Equipment operation outside the back of our building during restricted hours

Date and Time of Event: 6/30/21, 7/1/21, 7/2/21

Contact number for permit holder: Barry Thompson store manager (513) 400-8974
Barry_C_Thompson@homedepot.com

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential____ Business 0

To be placed on Trustee agenda for meeting: 6/22/21 (date of meeting)

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

_____ _____ _____

Trustee Raj Rajagopal Trustee Dan Unger Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SERVICES

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

Motion to Authorize Township Administrator to Execute Agreement with Strawser Construction for 2021 Cape Sealing

Recommend ADOPTION of the Motion.

Rationale:

As part of this year's road program, the Colerain Township Board of Trustees approved a resolution to opt in to the ODOT Cooperative Purchasing Program, where they were able to receive state pricing on capesealing under ODOT Contract 101G. This process guarantees the same pricing the State of Ohio receives for the same service/product. This year's capesealing low-bid for the State was Strawser Construction.

Several streets within the Township are proposed to be capesealed in 2021, subsequently prolonging their lifespan. These streets are:

- Bentbrook Dr
- Whitley Ct
- Willowridge Dr
- Voyager Way
- Wetherly Ct
- Peeblecreek Ln
- Pebbleknoll Dr
- Dennler Ln
- Castlestone Ln
- Philnol Dr
- Indianwoods Dr

Strawser Construction Inc.
Preserving the Road Home

1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570
"Professionals Dedicated to Preserving America's Roadways"
"Building Our Road to Safety Excellence"

PROPOSAL

6/9/2021

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

Colerain Twp Cape Seal 2021 Project

Dear Jackie O'Connell

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

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

Pavements to be treated	From	To	SY
Bentbrook Dr	Menominee South	Menominee North	4,983
Whitley Ct	E. Culdesac	W. Culdesac	2,070
Willowridge Dr	Menominee North	Menominee South	6,204
Voyager Way	Dry Ridge Rd	Summerwind Ct	676
Voyager Way	Summerwind Ct	Challenger Way	6,046
Weatherly Ct	Voyager Way	Culdesac	912
Peeblecreek Ln	Dry Ridge Rd	Culdesac	3,077
Pebbleknoll Dr	Pebblecreek Ln	Pebblevalley Dr	3,468
Pebblevalley Dr	Pebblecreek Ln	End	3,631
Dennler Ln	Sheed Rd	Culdesac	3,631
Castlestone Ln	Schweitzerhoff	Culdesac	2,581
Philnol Dr	Blue Rock Rd	3797 Philnol Dr	2,660
Indianwoods Dr	Wuest Rd	Culdesac	3,036

Type of Work	Quantity	Unit of Measure	Unit Price	Extension
Cape Seal	42975	SY	$5.75	$247,106.25
Total Project Extension				**$247,106.25**

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

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"

Conditions:

* Proposed quantities are based on site conditions on: 5/17/2021
* Prices are based on 1 mobilization. Work to be completed in 2021
* Unit Price items will be billed per installed quantities.
* Prices include sales tax if project is not tax exempt.

Notes:

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

Please call with any questions.

Thank you,

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

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

Above Unit Prices

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.
This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

Timothy W. Amling, Senior Estimator Date: 6/9/21

Douglas C. Perry, Senior Estimator Date: 6/9/21

Note: This proposal may be withdrawn by us if not accepted within 30 days.
In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisement, stay and exemption laws of this State.

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

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Name and Title: _____
Please Print

Date of Acceptance: _____ Authorized Signature: _____

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.

2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.

3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.

4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.

5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

PUBLIC SERVICES

Department:	Public Services
Department Director:	Geoff Milz, Administrator

Motion to Authorize the Township Administrator to Execute an Agreement with the Hamilton County Engineers for the Installation of a Flashing Pedestrian Sign at Kemper and Wincanton.

Recommend ADOPTION of the Motion.

Rationale:

This is the second of two agreements necessary to install a flashing pedestrian signal at the intersection of Wincanton and Kemper. This agreement is with the Hamilton County Engineers Office. The first agreement was with NWLSD who will pay for the construction of the project. The Township will assume maintenance of the project after the 1-year warrantee period.

JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE COLERAIN TOWNSHIP FOR THE INSTALLATION OF A FLASHING PEDESTRIAN SIGNAL ON KEMPER ROAD AT WINCANTON DRIVE

This JOINT AGREEMENT is entered into on this _____ day of _____, 2021, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as the "COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "ENGINEER", and the Colerain Township, hereinafter referred to as the "TOWNSHIP", acting by and through its duly authorized TOWNSHIP agent(s).

The TOWNSHIP desires to install a flashing pedestrian signal, hereinafter referred to as "FPS", on Kemper Road at Wincanton Drive, hereinafter referred to as the "PROJECT".

Whereas,

1.) the TOWNSHIP has submitted the required documentation/information to justify the installation of the FPS, a copy of which is marked Attachment A, is affixed hereto, and is incorporated herein by reference; and

2.) the COUNTY has reviewed and approved the documentation/information submitted by the TOWNSHIP; 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:

1.) review and approve the plans for the installation of the FPS, such approval shall not be unreasonably withheld.

2.) permit the TOWNSHIP to install the FPS within the right-of-way of Kemper Road.

3.) inspect the installation/construction of the PROJECT.

4.) 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 TOWNSHIP will:

1.) prepare or have a qualified firm prepare plans for the installation/construction of the FPS.

2.) submit or have the qualified firm submit the plans to the COUNTY for review and approval.

3.) agree that no installation/construction of the FPS is to commence until the COUNTY has reviewed and approved the plans.

4.) coordinate the reviewing of the plans by all necessary parties, i.e. utility companies.

5.) be responsible for **ALL** of the costs involved in the design of the FPS; the installation/construction of the FPS; and/or the operation, maintenance, repair, replacement or removal of the FPS.

6.) be responsible for any and all upgrades that may become necessary due to changes in the applicable standards as contained in the Ohio Manual of Uniform Traffic Control Devices.

7.) be responsible for **ALL** of the costs involved in any and all of the upgrades, including the design of the upgrade and the installation/construction of the upgrade.

The COUNTY and the TOWNSHIP mutually agree that:

1.) if the COUNTY determines that the FPS is no longer justified or that the FPS has fallen into disrepair and represents a danger to the public, the TOWNSHIP will totally remove the FPS and restore the disturbed areas to a state that is acceptable to the COUNTY.

2.) if the TOWNSHIP does not remove the FPS when so directed by the COUNTY, the COUNTY will remove the FPS and restore the disturbed area(s) and will invoice the TOWNSHIP for the work performed. The TOWNSHIP will pay said invoiced amount to the COUNTY within thirty (30) days.

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 COUNTY and the TOWNSHIP have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

COLERAIN TOWNSHIP:

By: _____

_____
Title

Approved as to Form:

By: _____

_____
Title

HAMILTON COUNTY:

By: _____
Hamilton County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By: _____
Assistant County Prosecutor

Attachment "A"

THE KLEINGERS GROUP

CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone 513.779.7851
fax 513.779.7852
www.kleingers.com

Flashing Pedestrian Sign Application

Project # 160242

TO: Jeff Newby, PE

CC: Christopher McKee (NWLSD)

FROM: David Meyer, PE

DATE: September 23, 2019

RE: Kemper Road Pedestrian Crossing at Wincanton Drive

Attached is the Flashing Pedestrian Sign Application for a new pedestrian crossing of Kemper Road to be installed at Wincanton Drive in Colerain Township. A neighborhood on the north side of Kemper Road falls within the 1-mile zone where no busing is provided for the Pleasant Run Elementary and Middle Schools on the south side of Kemper Road. Currently a law enforcement officer is being provided to assist student crossings during peak times. The school wishes to construct a marked crossing on the west leg of the intersection and provided Rectangular Rapid Flashing Beacon (RRFB) Signs as an active/enhanced beacon.

Please review the provided application and analysis. If you have any questions please don't hesitate to contact me at 513-779-7851 or dave.meyer@kleingers.com.

Thanks!

PROCEDURE TO DETERMINE NEED FOR FLASHING PEDESTRIAN CROSSING SIGNS

Information

Pedestrian activated flashing pedestrian signs warn traffic of a pedestrian waiting to cross the roadway in crosswalks that are installed at locations that have insufficient gaps in the roadway vehicular traffic or have poor sight distance. Possible locations for flashing pedestrian signs are at crossings that do not require the roadway traffic to stop and where a large volume consistent pedestrian traffic is expected.

The sight distance to be determined is the stopping sight distance (SSD) for the vehicle measured from the location of the crosswalk.

While flashing signs may help increase awareness of pedestrians crossing the roadway, the signs do not relieve pedestrians of their responsibility to enter the roadway safely. Also, as the number of flashing pedestrian signs increases, their effectiveness decreases. Therefore, these signs should be used sparingly and only when absolutely necessary.

Therefore, prior to approving flashing pedestrian signal(s), when sight distance is poor, the possibility of relocating the crosswalk or the removal of the sight obstruction must be explored. This can often be accomplished by trimming back trees, bushes, etc. Increasing the sight distance will always have a greater positive impact on safety than installing a sign.

Purpose and Objective:

The purpose of this procedure is to establish the process to be followed when considering the need for a flashing pedestrian sign. The objective is to clarify and streamline the process so that it can be completed with improved efficiency and consistency. For convenience, this procedure is designed to be used as a form.

References:

Ohio Manual of Uniform Traffic Control Devices §2C.50
Location and Design Manual, Volume 1, Figures 201-1E
NCHRP Report 562, Flowchart for Guidelines for Pedestrian Crossing Treatments

Process:

The applicant **MUST** prepare and submit a request for the Flashing Pedestrian Sign (FPS) to the Engineer.

This request **MUST** include the following information:

1) A request for the FPS indicating:
   a) Type of sign (i.e. LED, Beacon, solar, electric etc): Solar RRFB
   b) Location: Kemper Rd @ Wincanton Dr, Colerain Twp

2) Pertinent Information

a) Pedestrian volume (Pedestrians per day): 20 (during peak 4 hrs)

b) Roadway ADT (Average Daily Traffic): 7,800

c) Does pedestrian traffic vary by season or day of week? Yes X No _____

If yes, please explain: Predominantly school related

d) Would signs need to be covered up for part of the year? Yes _____ No X

If yes, for what time period? _____

e) Check files for any previous studies or other pertinent information.

Summary of findings: _____

f) Evaluate crash history.

Years Ran (min. 3 years): 2016 - 2018 Number of Crashes: 3

Draw Collision Diagram (Optional – may depend on number of crashes found).

No ped related crashes

3) Field Information based upon field visit.

a) Drawing showing conditions (Road width, alignment, sight distances. location of FPS)

b) Date the information on the drawing was obtained from a site visit: 9/9/19

c) Photos (optional)

d) Determination if sufficient stopping sight distance is available? Yes X No _____

(i) If d is no, can the crosswalk be relocated? Yes _____ No _____

If (i) is no, explain: _____

(ii) If d is no, is there a reasonable option to increase the sight distance? Yes _____ No _____

If (ii) is yes, explain: _____

(iii) Do other sight conditions impact the need for flashing pedestrian sign?

Yes _____ No X

If yes, explain: _____

4) The application shall use the NCHRP Report 562 Flowchart for Guidelines for Pedestrian Crossing Treatments recommendation.

Type of crossing treatment: Crosswalk _____

Active/Enhanced __X__

Red _____

The above information **MUST** be prepared by a Professional Engineer registered in Ohio and the application **MUST** be signed and sealed by the Engineer.

The County Engineer and/or the designated agent will review the application and will determine if the FPS should be installed.

If the FPS is permitted, a Revocable Agreement or another type of Agreement will be prepared by the County Engineer and submitted to the applicant for execution prior to the issuance of a permit and the installation of the FPS.

Tracking the application:

Date application received: 23 Sep 2019

Date of Final Decision: 2 OCT 2019

Reason(s) for decision: Colerain Township must contact the Hamilton County Engineer's office for an agreement that states the Township will purchase, install and

~~Any Recommendations~~: maintain the FPS. Also the Township will need to install the walk and curb ramps at the intersection. No construction shall take place until all permits and agreements have been fully executed.

Follow up with decision.

a) If application is denied, respond to applicant.

Date Responded: _____

b) If application is approved, send agreement to applicant for signatures prior to installation.

Date agreement sent to applicant: _____

Date installation permit approved: _____

Date FPS installed: _____

Changes/Revisions: _____

_____

_____

Reviewer: _____

WORKSHEET 2: PEAK-HOUR, EXCEEDS 35 MPH (55 KM/H)

Analyst and Site Information

Analyst: Dave Meyer	Major Street: Kemper Road
Analysis Date: 9/19/2019	Minor Street or Location: Wincanton Lane
Data Collection Date: 9/10/2019	Peak Hour: 2:15 PM - 3:15 PM

Step 1: Select worksheet (speed reflects posted or statutory speed limit or 85th percentile speed on the major street):
a) Worksheet 1 – 35 mph (55 km/h) or less
b) Worksheet 2 – exceeds 35 mph (55 km/h), communities with less than 10,000, or where major transit stop exists

Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a TCD type of treatment?

Peak-hour pedestrian volume (ped/h), V_p	*2a*	17

If *2a* ≥ 14 ped/h, then go to Step 3.

If *2a* < 14 ped/h, then consider median refuge islands, curb extensions, traffic calming, etc. as feasible.

Step 3: Does the crossing meet the pedestrian volume warrant for a traffic signal?

Major road volume, total of both approaches during peak hour (veh/h), $V_{maj\text{-}s}$	*3a*	397
Minimum signal warrant volume for peak hour (use *3a* for $V_{maj\text{-}s}$), SC SC = (0.00035 $V_{maj\text{-}s}^2$ – 0.80083 $V_{maj\text{-}s}$ + 529.197)/0.75 OR [(0.00035 $3a^2$ – 0.80083 *3a* + 529.197)/0.75]	*3b*	
If *3b* < 93, then enter 93. If *3b* ≥ 93, then enter *3b*.	*3c*	355
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50 percent; otherwise enter *3c*.	3d	355

If *2a* ≥ *3d*, then the warrant has been met and a traffic signal should be considered if not within 300 ft (91 m) of another traffic signal. Otherwise, the warrant has not been met. Go to Step 4.

Step 4: Estimate pedestrian delay.

Pedestrian crossing distance, curb to curb (ft), L	*4a*	43.0'
Pedestrian walking speed (ft/s), S_p	*4b*	3.5 ft/s
Pedestrian start-up time and end clearance time (s), t_s	*4c*	3 sec
Critical gap required for crossing pedestrian (s), $t_c = (L/S_p) + t_s$ OR [(*4a*/*4b*) + *4c*)]	*4d*	16 sec
Major road volume, total both approaches or approach being crossed if median refuge island is present during peak hour (veh/h), $V_{maj\text{-}d}$	*4e*	397
Major road flow rate (veh/s), v = ($V_{maj\text{-}d}$/0.7)/3600 OR [(*4e*/0.7)/3600]	*4f*	0.16
Average pedestrian delay (s/person), $d_p = (e^{v\,tc} - v\,t_c - 1) / v$ OR [$(e^{4f \times 4d} - 4f \times 4d - 1) / 4f$]	*4g*	58.6
Total pedestrian delay (h), $D_p = (d_p \times V_p)/3{,}600$ OR [(*4g*×*2a*)/3600] (this is estimated delay for all pedestrians crossing the major roadway without a crossing treatment – assumes 0% compliance). This calculated value can be replaced with the actual total pedestrian delay measured at the site.	*4h*	0.28 h

Step 5: Select treatment based upon total pedestrian delay and expected motorist compliance.

Expected motorist compliance at pedestrian crossings in region, Comp = high or low	5a	low

Total Pedestrian Delay, D_p (from *4h*) and Motorist Compliance, Comp (from *5a*)	**Treatment Category** (see Descriptions of Sample Treatments for examples)
$D_p \geq 21.3$ h (Comp = high or low) OR 5.3 h ≤ D_p < 21.3 h and Comp = low	RED
D_p < 5.3 h (Comp = high or low) OR 5.3 h ≤ D_p < 21.3 h and Comp = high	ACTIVE OR ENHANCED ✓

Figure A-3. Worksheet 2.

KEMPER ROAD AT WINCANTON DRIVE
FLASHING PEDESTRIAN CROSSING SIGN EXHIBIT

NOTES:

POSTED SPEED IS 40 MPH - DESIGN SPEED IS 45 MPH. STOPPING SIGHT DISTANCE IS 360 FEET. BASED ON FIELD OBSERVATION, SIGHT DISTANCE IS ADEQUATE FOR THIS LOCATION.

HORIZONTAL SCALE IN FEET
0 15 30 60

Turning Movement Counts Summary Table

Location: Hamilton Ave at Kemper Road

Date of Counts: Tuesday, Sept 10, 2019

The Kleingers Group
6305 Centre Park Drive, West Chester, OH 45069
513-779-7851

Performed By: TKG Staff

AM	EB Kemper				WB Kemper				NB Wincanton Dr.				SB Wincanton Dr.			
	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED
6:30 to 6:45 am	0	58	0	0	0	18	2	0	1	0	5	0	18	0	3	0
6:45 to 7:00 am	4	47	0	0	0	27	1	0	1	0	2	0	9	0	4	0
7:00 to 7:15 am	1	69	0	0	3	34	3	0	3	0	2	0	15	3	7	0
7:15 to 7:30 am	4	93	1	0	1	34	3	0	4	0	10	0	10	1	5	0
7:30 to 7:45 am	0	98	5	0	1	48	2	0	3	0	12	0	12	1	4	1
7:45 to 8:00 am	6	100	0	0	3	33	0	0	2	0	4	0	8	0	8	0
8:00 to 8:15 am	0	62	2	0	1	29	3	0	1	0	6	0	7	0	3	0
8:15 to 8:30 am	0	37	0	0	0	28	2	0	0	0	1	0	6	0	2	0
AM Peak Hr Vol.	11	360	6	0	8	149	8	0	12	0	28	0	45	5	24	1
Peak Hr Factor	0.46	0.90	0.30		0.67	0.78	0.67		0.75		0.58		0.75	0.42	0.75	

PM	EB Kemper				WB Kemper				NB Wincanton Dr.				SB Wincanton Dr.			
	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED	LEFT	THRU	RIGHT	PED
1:30 to 1:45 pm	1	31	0	0	1	39	4	0	0	0	2	0	1	0	0	0
1:45 to 2:00 pm	2	26	1	0	1	36	4	0	0	0	2	0	1	0	0	0
2:00 to 2:15 pm	1	26	3	0	2	31	4	0	2	1	0	0	4	0	1	0
2:15 to 2:30 pm	1	25	0	0	4	32	4	1	4	0	5	0	9	2	4	4
2:30 to 2:45 pm	1	23	2	0	1	49	6	0	1	1	2	0	9	0	3	0
2:45 to 3:00 pm	3	54	3	0	4	57	7	0	3	2	3	4	8	2	2	8
3:00 to 3:15 pm	6	60	2	0	2	45	6	0	0	0	2	0	8	0	5	0
3:15 to 3:30 pm	8	45	3	0	3	42	6	1	1	0	3	0	7	0	0	0
3:30 to 3:45 pm	3	33	1	0	3	48	5	0	2	0	2	3	5	0	2	0
3:45 to 4:00 pm	2	34	3	0	3	50	11	0	3	0	0	0	5	0	3	0
PM Peak Hr Vol.	11	162	7	0	11	183	23	1	8	3	12	4	34	4	14	12
Peak Hr Factor	0.46	0.68	0.58		0.69	0.80	0.82	0.25	0.50	0.38	0.60		0.94	0.50	0.70	

Peak Hour Times: AM 7:00 to 8:00 PM 2:15 to 3:15

Heavy Vehicle Volumes

HV - AM	EB Kemper				WB Kemper				NB Wincanton Dr.				SB Wincanton Dr.			
	LEFT	THRU	RIGHT		LEFT	THRU	RIGHT		LEFT	THRU	RIGHT		LEFT	THRU	RIGHT	
6:30 to 6:45 am	0	2	0		0	0	1		0	0	0		0	0	0	
6:45 to 7:00 am	2	2	0		0	5	0		0	0	0		0	0	1	
7:00 to 7:15 am	1	3	0		0	0	0		0	0	0		1	0	0	
7:15 to 7:30 am	1	1	0		0	0	0		0	0	0		0	1	0	
7:30 to 7:45 am	0	2	0		0	8	0		0	0	1		0	0	0	
7:45 to 8:00 am	0	1	0		0	5	0		0	0	0		0	0	0	
8:00 to 8:15 am	0	0	0		0	1	0		0	0	0		1	0	2	
8:15 to 8:30 am	0	1	0		0	1	0		0	0	0		0	0	0	
AM Peak HV	2	7	0	0	0	13	0	0	0	0	1	0	1	1	0	0
% Peak HV	18%	2%				9%					4%		2%	20%		

HV - PM	EB Kemper				WB Kemper				NB Wincanton Dr.				SB Wincanton Dr.			
	LEFT	THRU	RIGHT		LEFT	THRU	RIGHT		LEFT	THRU	RIGHT		LEFT	THRU	RIGHT	
1:30 to 1:45 pm	0	1	0		0	2	0		0	0	0		0	0	0	
1:45 to 2:00 pm	0	0	0		0	2	2		0	0	0		0	0	0	
2:00 to 2:15 pm	0	1	1		0	1	0		0	1	0		0	0	1	
2:15 to 2:30 pm	0	4	0		0	1	0		0	0	0		1	0	1	
2:30 to 2:45 pm	0	1	0		0	6	0		0	0	0		3	0	0	
2:45 to 3:00 pm	0	2	0		0	6	0		0	0	0		0	0	0	
3:00 to 3:15 pm	2	5	0		0	4	0		0	0	0		1	0	0	
3:15 to 3:30 pm	1	1	0		0	4	0		0	0	0		1	0	0	
3:30 to 3:45 pm	0	3	0		0	3	0		0	0	0		0	0	0	
3:45 to 4:00 pm	0	0	0		0	1	0		0	0	0		0	0	0	
PM Peak HV	2	12	0	0	0	17	0	0	0	0	0	0	5	0	1	0
% Peak HV	18%	7%				9%							15%		7%	

TRAFFIC CRASH REPORT

Local Information	Document Number	Local Report Number *	Crash Severity	Hit/Skip
5	20176136910	2017-34206	2 (1 - Fatal, 2 - Injury, 3 - PDO)	0 (1 - Solved, 2. Unsolved)

Photos Taken	PDO Under State Reportable Dollar Amount	Private Property	Reporting Agency NCIC *	Reporting Agency Name *	Number of Units	Unit in Error
☐ OH -2 ☐ OH -1P ■ OH -3 ☐ Other	☐	☐	03142	COLERAIN POLICE DEPARTMENT	2	1 (98 - Animal, 99 - Unknown)

County *	City* / Village* / Township*	City, Village, Township *	Crash Date *	Time of Crash	Day of Week
HAMILTON	Township*	COLERAIN	09/15/2017	2142	FRI

Decimal Degrees Latitude	Longitude	OR	ODOT Map Link:	Latitude	Longitude
39.300506	-84.567703	OR	http://maps.google.com/maps?q=39.300519,-84.567755	39.300519	-84.567755

Roadway Division	Divided Lane Direction of Travel	Number of Thru Lanes	Road Types or Milepost
☐ Divided ■ Undivided	☐ N - Northbound E - Eastbound S - Southbound W -Westbound	2	AL - Alley, AV - Avenue, BL - Boulevard, CR - Circle, CT - Court, DR - Drive, HE - Heights, HW - Highway, LA - Lane, MP - Milepost, PK - Parkway, PI - Pike, PL - Place, RD - Road, SQ - Square, ST - Street, TE - Terrace, TL - Trail, WA - Way

Location Route Type	Loc Prefix	Location Road Name	Location Road Type	Route Types
☐	W (N,S, E,W)	KEMPER	RD	IR - Interstate Route (inc. turnpike), US - US Route, SR - State Route, CR - Numbered County Route, TR - Numbered Township Route

Distance From Reference	Dir From Ref	OF	Reference Route Type	Reference Route Numbe	Ref Prefix	Reference Name (Road, Milepost, House #)	Reference Road Type
0 ☐ Miles ☐ Feet ☐ Yards	☐ N,S, E,W		☐		☐ N,S, E,W	WINCANTON	DR

Reference Point Used	Crash Location	Intersection Related	Location Of First Harmful Event
1 (1 -Intersection, 2 -Mile Post, 3 -House Number)	2	☐	1 (1 - On Roadway, 2 - On Shoulde, 3 - In Median, 4 - On Roadside, 5 - On Gore, 6 - Outside Trafficwa, 9 - Unknown)

01 - Not an Intersection, 02 - Four- Way Intersectio, 03 - T-Intersection, 04 - Y-Intersection, 05 - Traffic Circle/ Roundabout, 06 - Five-point, or more, 07 - On Ramp, 08 - Off Ramp, 09 - Crossover, 10 - Driveway/ Allay Acces, 11 - Railway Grade Crossing, 12 - Shared-Use Paths or Trails, 99 - Unknown

Road Contour	Road Conditions Primary	Road Conditions Secondary
1 (1 - Straight Level, 2 - Straight Grade, 3 - Curve Level, 4 - Curve Grade, 9 - Unknown)	1	

01 - Dry, 02 - Wet, 03 - Snow, 04 - Ice, 05 - Sand, Mud, Dirt, Oil, Gravel, 06 - Water (Standing, Moving), 07 - Slush, 08 - Debris *, 09 - Rut, Holes, Bumps, Uneven Pavement*, 10 - Other, 99 - Unknown
*Secondary Condition Only

Manner of Crash / Collision / Impact	Weather
6 (1 - Not collision between two motor vehicles in transport, 2 - Rear-End, 3 - Head-On, 4 - Rear-to-Rear, 5 - Backing, 6 - Angle, 7 - Sideswipe, -Same Direction, 8 - Sideswipe, Opposite Direction, 9 - Unknown)	1 (1 - Clear, 2 - Cloudy, 3 - Fog,Smog, Smoke, 4 - Rain, 5 - Sleet, Hail, 6 - Snow, 7 - Severe Crosswinds, 8 - Blowing Sand,Soil, Dirt, Snow, 9 - Other/Unknown)

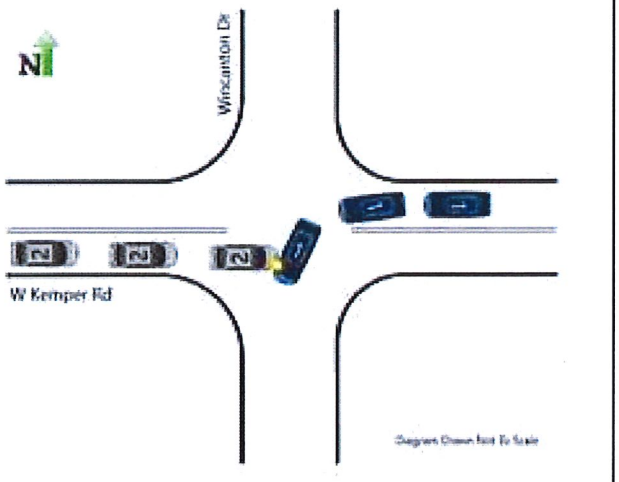
Road Surface	Light Conditions Primary	Light Conditions Secondary	School Bus Related
2 (1 - Concrete, 2 - Blacktop, Bituminous, Asphalt, 3 - Brick/Block, 4 - Slag , Gravel, Stone, 5 - Dirt, 6 - Other)	4	☐	☐ School Zone Related; ☐ Yes, School Bus Directly Involved; ☐ Yes, School Bus Indirectly Involved

1 - Daylight, 2 - Dawn, 3 - Dusk, 4 - Dark - Lighted Roadway, 5 - Dark - Roadway Not Lighted, 6 - Dark - Unknown Roadway Lighting, 7 - Glare*, 8 - Other, 9 - Unknown
*Secondary Condition Only

Work Zone Related	Workers Present / Law Enforcement Present (Officer/Vehicle) / Law Enforcement Present (Vehicle Only)	Type of Work Zone	Location of Crash in Work Zone
☐	☐	☐ (1 - Lane Closure, 2 - Lane Shift/ Crossover, 3 - Work on Shoulder or Median, 4 - Intermittent or Moving Work, 5 - Other)	☐ (1 - Before the First Work Zone Warning Sign, 2 - Advance Warning Area, 3 - Transition Area, 4 - Activity Area, 5 - Termination Area)

Narrative

Unit 1 was traveling west on W Kemper Rd attempting to turn left, or south on Wincanton Dr. Unit 2 was traveling east on W Kemper Rd. The operator of Unit 1 failed to yield the right of way while turning left on Wincanton Dr, causing Unit 2 to strike Unit 1, causing disabling damage to both vehicles. Both operators, the front seat passenger of Unit 1, and one of the rear passengers of Unit 1 were transported to the hospital for non-life threatening injuries. The operator of Unit 1 was cited for an improper left turn.



Report Taken By	Supplement (Correction or Addition to an Existing Report Sent to ODPS)
■ Police Agency ☐ Motorist	☐

Date Crash Reported	Time Crash Reported	Dispatch Time	Arrival Time	Time Cleared	Other Investigation Time	Total Minutes
09/15/2017	2142	9/15/2017 9:43:00 PM	9/15/2017 9:45:00 PM	9/15/2017 10:30:00 PM	0	45

UNIT

Document Number	Local Report Number
20176136910	2017-34206

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc, area code ☐ Same As Driver)	Damage Scale	Damage Area
1			4	Front / Rear

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown

Owner Address: City, State, Zip (☐ Same As Driver)

LP State	License Plate Number	Vehicle Identification Number	# Occupants
			4

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2012	FORD	FUS	DBL

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

☐ Hazardous Material Related

Cargo Body Type
1
01 - No Cargo Body Type/Not Applicabl
02 - Bus/Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage/Refuse
99 - Other/Unknown

Trafficway Description
2
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use
1
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type
3
99 - Unknown or Hit/Skip

Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub-Compact
02 - Compact
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2axle, 6 tires
14 - Single Unit Truck ; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)
Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function
1
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
05 - Bus - Transit
06 - Bus - Charter
07 - Bus - Shuttle
08 - Bus - Other
09 - Ambulance
10 - Fire
11 - Highway/Maintenance
12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area
3
Impact Are
3
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Action
4
1 - Non-Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre-Crash Actions
6
99 - Unknown

Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
10 - Parked
11 - Slowing or Stopped in Traffic
12 - Driverless
13 - Negotiating a Curve
14 - Other Motorist Actio

Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
17 - Working
18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary
7
Secondary
99 - Unknown

Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
10 - Improper Lane Change /Passing/Off Road
11 - Improper Backing
12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Failure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action

Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Failure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1: 20
2:
3:
4:
5:
6:
First Harmful Event: 1
Most Harmful Event: 1
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
07 - Separation of Units
08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal -Other
20 - Motor Vehicle In Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvert
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
10	35	12	From 3 To 2

■ Stated
☐ Estimated

Traffic Control
01 - No Controls
02 - Stop Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - Other
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

UNIT

Document Number	Local Report Number
20176136910	2017-34206

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc, area code ☐ Same As Driver)	Damage Scale	Damage Area
2			4	

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown

Front / Rear

Owner Address: City, State, Zip (☐ Same As Driver)

LP State	License Plate Number	Vehicle Identification Number	# Occupants
			1

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2012	MAZD	MZ3	SIL

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

☐ Hazardous Material Related

Cargo Body Type
1
01 - No Cargo Body Type/Not Applicabl
02 - Bus/ Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage /Refuse
99 - Other/Unknown

Trafficway Description
1
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use
1
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type
3
99 - Unknown or Hit/Skip

Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub -Compact
02 - Compact
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2Axle, 6 Tires
14 - Single Unit Truck ; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)

Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function
1
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
05 - Bus - Transit
06 - Bus - Charter
07 - Bus - Shuttle
08 - Bus - Other
09 - Ambulance
10 - Fire
11 - Highway/Maintenance
12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area
2
Impact Are
2
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Action
3
1 - Non- Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre- Crash Actions
1
99 - Unknown

Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
10 - Parked
11 - Slowing or Stopped in Traffic
12 - Driverless
13 - Negotiating a Curve
14 - Other Motorist Actio

Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
17 - Working
18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary
1
Secondary
99 - Unknown

Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
10 - Improper Lane Change /Passing/Off Road
11 - Improper Backing
12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Failure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action

Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Failure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1: 20 (First Harmful Event)
2:
3: 1 (Most Harmful Event)
4:
5:
6:
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
07 - Separation of Units
08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal -Other
20 - Motor Vehicle In Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
34 - Median Guardrail Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvert
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
25	35	12	From 4 To 3

■ Stated
☐ Estimated

Traffic Control
01 - No Controls
02 - S top Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - O ther
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

MOTORIST / NON-MOTORIST

Document Number	Local Report Number
20176136910	2017-34206

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			18	F (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - include area code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
3	2			4	☐	1	2	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free Device Used	Driver Distracted By
4511.42	FTY ROW TURNING LEFT	42-126915-6	☐	1 1

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
2			53	F (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - include area code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
3	2			1	☐	1	2	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free Device Used	Driver Distracted By
			☐	1 1

Injuries
1 - No Injury / None Reported
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Used
99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Used
05 - Child Restraint System-Forward Facing
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenger)
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left Side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

Operator License Class
1 - Class A
2 - Class B
3 - Class C
4 - Regular Class (Ohio is "D")
5 - MC/Moped Only

Condition
1 - Apparently Normal
2 - Physical Impairment
3 - Emotional (Depressed, Angry, Disturbe
4 - Illness
5 - Fell Asleep, Fainted, Fatigue
6 - Under The Influence of Medications, Drugs, Alcohol
7 - Other

Alcohol/Drug Suspected
1 - None
2 - Yes - Alcohol Suspected
3 - Yes - Hbd Not Impaired
4 - Yes - Drugs Suspected
5 - Yes - Alcohol and Drugs Suspected

Alcohol Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Alcohol Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Drug Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Drug Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Driver Distracted By
1 - No Distraction Reported
2 - Phone
3 - Texting / Emailing
4 - Electronic Communication Device
5 - Other Electronic Device (Navigation Device, Radio, DVD)
6 - Other Inside The Vehicle
7 - External Distraction

OCCUPANT / WITNESS

Document Number	Local Report Number
20176136910	2017-34206

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			2	F (F - Female, M - Male)

Address, City, State, Zip:

Contact Phone - include area code:

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				5	☐	6	5	1	1

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			8	F (F - Female, M - Male)

Address, City, State, Zip:

Contact Phone - include area code:

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
3	2			4	☐	4	5	1	1

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			22	M (F - Female, M - Male)

Address, City, State, Zip:

Contact Phone - include area code:

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
3	2			4	☐	3	2	1	1

Injuries
1 - No Injury / None Reporte
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Us
99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Use
05 - Child Restraint System-Forward Fac
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenge
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

TRAFFIC CRASH REPORT

Local Information	Document Number	Local Report Number *	Crash Severity	Hit/Skip
5	20186133547	2018-29410	3 (1 - Fatal, 2 - Injury, 3 - PDO)	0 (1 - Solved, 2. Unsolved)

Photos Taken	PDO Under State Reportable Dollar Amount	Private Property	Reporting Agency NCIC *	Reporting Agency Name *	Number of Units	Unit in Error
☐ OH -2 ☐ OH -1P ■ OH -3 ☐ Other	☐	☐	03142	COLERAIN POLICE DEPARTMENT	2	1 (98 - Animal, 99 - Unknown)

County *	City, Village, Township *	Crash Date *	Time of Crash	Day of Week
HAMILTON	☐ City* ☐ Village* ■ Township* — COLERAIN	08/22/2018	1822	WED

Decimal Degrees Latitude	Longitude	OR	ODOT Map Link:	Latitude	Longitude
39.300752	-84.568014	OR	http://maps.google.com/maps?q=39.300516,-84.568039	39.300516	-84.568039

Roadway Division	Divided Lane Direction of Travel	Number of Thru Lanes
☐ Divided ■ Undivided	☐ N - Northbound S - Southbound E - Eastbound W -Westbound	2

Road Types or Milepost: AL - Alley; AV - Avenue; BL - Boulevard; CR - Circle; CT - Court; DR - Drive; HE - Heights; HW - Highway; LA - Lane; MP - Milepost; PK - Parkway; PI - Pike; PL - Place; RD - Road; SQ - Square; ST - Street; TE - Terrace; TL - Trail; WA - Way

Location Route Type	Loc Prefix	Location Road Name	Location Road Type
☐	W (N,S, E,W)	KEMPER	RD

Route Types: IR - Interstate Route (inc. turnpike); US - US Route; SR - State Route; CR - Numbered County Route; TR - Numbered Township Route

Distance From Reference	Dir From Ref	OF	Reference Route Type	Reference Route Numbe	Ref Prefix	Reference Name (Road, Milepost, House #)	Reference Road Type
0 ☐ Miles ☐ Feet ☐ Yards	☐ N,S, E,W	OF	☐		☐ N,S, E,W	2560	☐

Reference Point Used	Crash Location	Intersection Related	Location Of First Harmful Event
3 (1 -Intersection, 2 -Mile Post, 3 -House Number)	1	☐	1 (1 - On Roadway, 2 - On Shoulde, 3 - In Median, 4 - On Roadside, 5 - On Gore, 6 - Outside Trafficwa, 9 - Unknown)

Crash Location: 01 - Not an Intersection; 02 - Four-Way Intersectio; 03 - T-Intersection; 04 - Y-Intersection; 05 - Traffic Circle/ Roundabout; 06 - Five-point, or more; 07 - On Ramp; 08 - Off Ramp; 09 - Crossover; 10 - Driveway/ Allay Acces; 11 - Railway Grade Crossing; 12 - Shared-Use Paths or Trails; 99 - Unknown

Road Contour	Road Conditions Primary	Road Conditions Secondary
2 (1 - Straight Level, 2 - Straight Grade, 3 - Curve Level, 4 - Curve Grade, 9 - Unknown)	1	

Road Conditions: 01 - Dry; 02 - Wet; 03 - Snow; 04 - Ice; 05 - Sand, Mud, Dirt, Oil, Gravel; 06 - Water (Standing, Moving); 07 - Slush; 08 - Debris*; 09 - Rut, Holes, Bumps, Uneven Pavement*; 10 - Other; 99 - Unknown
*Secondary Condition Only

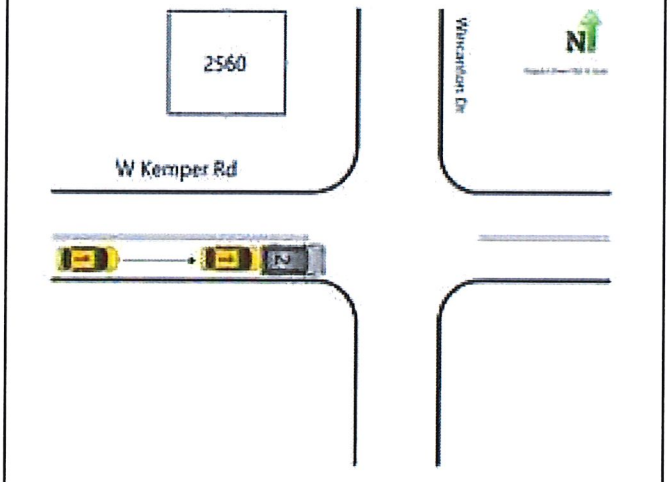
Manner of Crash / Collision / Impact	Weather
2 (1 - Not collision between two motor vehicles in transport; 2 - Rear-End; 3 - Head-On; 4 - Rear-to-Rear; 5 - Backing; 6 - Angle; 7 - Sideswipe, -Same Direction; 8 - Sideswipe, Opposite Direction; 9 - Unknown)	1 (1 - Clear; 2 - Cloudy; 3 - Fog,Smog, Smoke; 4 - Rain; 5 - Sleet, Hail; 6 - Snow; 7 - Severe Crosswinds; 8 - Blowing Sand,Soil, Dirt, Snow; 9 - Other/Unknown)

Road Surface	Light Conditions	School Bus Related
2 (1 - Concrete; 2 - Blacktop, Bituminous, Asphalt; 3 - Brick/Block; 4 - Slag , Gravel, Stone; 5 - Dirt; 6 - Other)	1 Primary ☐ Secondary (1 - Daylight; 2 - Dawn; 3 - Dusk; 4 - Dark - Lighted Roadway; 5 - Dark - Roadway Not Lighted; 6 - Dark - Unknown Roadway Lighting; 7 - Glare*; 8 - Other; 9 - Unknown) *Secondary Condition Only	☐ School Zone Related; ☐ Yes, School Bus Directly Involved; ☐ Yes, School Bus Indirectly Involved

Work Zone Related	Workers Present / Law Enforcement Present (Officer/Vehicle) / Law Enforcement Present (Vehicle Only)	Type of Work Zone	Location of Crash in Work Zone
☐	☐ ☐ ☐	☐ 1 - Lane Closure; 2 - Lane Shift/ Crossover; 3 - Work on Shoulder or Median; 4 - Intermittent or Moving Work; 5 - Other	☐ 1 - Before the First Work Zone Warning Sign; 2 - Advance Warning Area; 3 - Transition Area; 4 - Activity Area; 5 - Termination Area

Narrative

Units 1 and 2 were traveling east on W Kemper Rd. Unit 2 slowed for traffic ahead. The operator of Unit 1 failed to assure clear distance ahead, striking Unit 2 in the rear. The operator of Unit 1 was cited for the crash.



Report Taken By	Supplement (Correction or Addition to an Existing Report Sent to ODPS)
■ Police Agency ☐ Motorist	☐

Date Crash Reported	Time Crash Reported	Dispatch Time	Arrival Time	Time Cleared	Other Investigation Time	Total Minutes
08/22/2018	1822	8/22/2018 6:29:00 PM	8/22/2018 6:40:00 PM	8/22/2018 7:42:00 PM	0	62

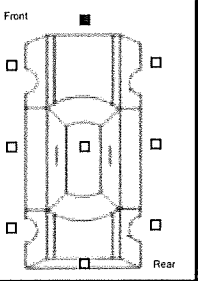
UNIT

Document Number	Local Report Number
20186133547	2018-29410

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc. area code ☐ Same As Driver)	Damage Scale	Damage Area
1			2	

Owner Address: City, State, Zip (☐ Same As Driver)

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown



LP State	License Plate Number	Vehicle Identification Number	# Occupants
			2

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2002	CHEV	MAL	GLD

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

☐ Hazardous Material Related

Cargo Body Type: 1
01 - No Cargo Body Type/Not Applicabl
02 - Bus/Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage/Refuse
99 - Other/Unknown

Trafficway Description: 1
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use: 1
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type: 3
Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub-Compact
02 - Compact
99 - Unknown or Hit/Skip
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2Axle, 6 tires
14 - Single Unit Truck; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)
Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function: 1
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
05 - Bus - Transit
06 - Bus - Charter
07 - Bus - Shuttle
08 - Bus - Other
09 - Ambulance
10 - Fire
11 - Highway/Maintenance
12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area: 2
Impact Are: 2
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Action: 3
1 - Non-Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre-Crash Actions: 1
Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
10 - Parked
11 - Slowing or Stopped in Traffic
12 - Driverless
13 - Negotiating a Curve
14 - Other Motorist Actio
99 - Unknown
Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
17 - Working
18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary: 9
Secondary:
99 - Unknown
Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
10 - Improper Lane Change /Passing/Off Road
11 - Improper Backing
12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Failure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action
Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Failure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1: 20 (First Harmful Event: 1)
2:
3: (Most Harmful Event: 1)
4:
5:
6:
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
07 - Separation of Units
08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal - Other
20 - Motor Vehicle In Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvert
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
35	35	12	From 4 To 3

■ Stated
☐ Estimated

Traffic Control
01 - No Controls
02 - Stop Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - Other
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

UNIT

Document Number	Local Report Number
20186133547	2018-29410

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc, area code ☐ Same As Driver)	Damage Scale	Damage Area
2			2	

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown

Owner Address: City, State, Zip (☐ Same As Driver)

LP State	Licence Plate Number	Vehicle Identification Number	# Occupants
			1

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2002	INFI	QX4	SIL

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

☐ Hazardous Material Related

Cargo Body Type
1
01 - No Cargo Body Type/Not Applicabl
02 - Bus/Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage/Refuse
99 - Other/Unknown

Trafficway Description
1
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use
1
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type
6
Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub-Compact
02 - Compact
99 - Unknown or Hit/Skip
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2Axle, 6 tires
14 - Single Unit Truck ; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)
Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function
1
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
05 - Bus - Transit
06 - Bus - Charter
07 - Bus - Shuttle
08 - Bus - Other
09 - Ambulance
10 - Fire
11 - Highway/Maintenance
12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area
6
Impact Are
6
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Action
4
1 - Non-Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre-Crash Actions
11
99 - Unknown

Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
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Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
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18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary
1
Secondary
99 - Unknown

Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
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12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Falure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action

Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Falure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1: 20
2:
3:
4:
5:
6:
First Harmful Event: 1
Most Harmful Event: 1
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
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08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal -Other
20 - Motor Vehicle in Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvart
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
15	35	12	From 4 To 3

■ Stated
☐ Estimated

Traffic Control
01 - No Controls
02 - Stop Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - Other
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

MOTORIST / NON-MOTORIST

Document Number	Local Report Number
20186133547	2018-29410

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			24	M (F - Female, M - Male)

Address, City, State, Zip:

Contact Phone - include area code:

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				4	☐	1	1	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free Device Used	Driver Distracted By
4511.21A	ACDA	42-130088	☐	1 1

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
2			48	M (F - Female, M - Male)

Address, City, State, Zip:

Contact Phone - include area code:

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				4	☐	1	1	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free Device Used	Driver Distracted By
			☐	1 1

Injuries
1 - No Injury / None Reported
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Used
99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Used
05 - Child Restraint System-Forward Facing
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenger)
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left Side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

Operator License Class
1 - Class A
2 - Class B
3 - Class C
4 - Regular Class (Ohio is "D")
5 - MC/Moped Only

Condition
1 - Apparently Normal
2 - Physical Impairment
3 - Emotional (Depressed, Angry, Disturbe
4 - Illness
5 - Fell Asleep, Fainted, Fatigue
6 - Under The Influence of Medications, Drugs, Alcohol
7 - Other

Alcohol/Drug Suspected
1 - None
2 - Yes - Alcohol Suspected
3 - Yes - Hbd NotImpaired
4 - Yes - Drugs Suspected
5 - Yes - Alcohol and Drugs Suspected

Alcohol Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Alcohol Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Drug Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Drug Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Driver Distracted By
1 - No Distraction Reported
2 - Phone
3 - Texting /Emailing
4 - Electronic Communication Device
5 - Other Electronic Device (Navigation Device, Radio, DVD)
6 - Other Inside The Vehicle
7 - External Distraction

OCCUPANT / WITNESS

Document Number	Local Report Number
20186133547	2018-29410

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			22	F (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - include area code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				4	☐	3	1	1	1

Injuries
1 - No Injury / None Reported
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Us — 99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Use
05 - Child Restraint System-Forward Fac
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenger
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

TRAFFIC CRASH REPORT

Local Information	Document Number	Local Report Number *	Crash Severity	Hit/Skip
5	20186137603	2018-29451	2 (1 - Fatal, 2 - Injury, 3 - PDO)	0 (1 - Solved, 2. Unsolved)

Photos Taken	PDO Under State Reportable Dollar Amount	Private Property	Reporting Agency NCIC *	Reporting Agency Name *	Number of Units	Unit in Error
☐ OH -2 ☐ OH -1P ■ OH -3 ☐ Other	☐	☐	03142	COLERAIN POLICE DEPARTMENT	2	1 (98 - Animal, 99 - Unknown)

County *	City / Village / Township *	City, Village, Township *	Crash Date *	Time of Crash	Day of Week
HAMILTON	☐ City* ☐ Village* ■ Township*	COLERAIN	08/22/2018	1830	WED

Decimal Degrees Latitude	Longitude	OR	ODOT Latitude	ODOT Longitude	Map Link
39.300752	-84.568014	OR	39.300516	-84.568039	http://maps.google.com/maps?q=39.300516,-84.568039

Roadway Division	Divided Lane Direction of Travel	Number of Thru Lanes
☐ Divided ■ Undivided	☐ N - Northbound E - Eastbound S - Southbound W - Westbound	2

Road Types or Milepost: AL - Alley; AV - Avenue; BL - Boulevard; CR - Circle; CT - Court; DR - Drive; HE - Heights; HW - Highway; LA - Lane; MP - Milepost; PK - Parkway; PI - Pike; PL - Place; RD - Road; SQ - Square; ST - Street; TE - Terrace; TL - Trail; WA - Way

Location Route Type	Loc Prefix	Location Road Name	Location Road Type	Route Types
☐	W (N,S, E,W)	KEMPER	RD	IR - Interstate Route (inc. turnpike); US - US Route; SR - State Route; CR - Numbered County Route; TR - Numbered Township Route

Distance From Reference	Dir From Ref	OF	Reference Route Type	Reference Route Numbe	Ref Prefix	Reference Name (Road, Milepost, House #)	Reference Road Type
0 ☐ Miles ☐ Feet ☐ Yards	☐ N,S, E,W	OF	☐		☐ N,S, E,W	2560	☐

Reference Point Used	Crash Location	Intersection Related	Location Of First Harmful Event
3 (1 -Intersection, 2 -Mile Post, 3 -House Number)	1	☐	1

Crash Location: 01 - Not an Intersection; 02 - Four-Way Intersectio; 03 - T-Intersection; 04 - Y-Intersection; 05 - Traffic Circle/ Roundabout; 06 - Five-point, or more; 07 - On Ramp; 08 - Off Ramp; 09 - Crossover; 10 - Driveway/ Alley Acces; 11 - Railway Grade Crossing; 12 - Shared-Use Paths or Trails; 99 - Unknown

Location Of First Harmful Event: 1 - On Roadway; 2 - On Shoulde; 3 - In Median; 4 - On Roadside; 5 - On Gore; 6 - Outside Trafficwa; 9 - Unknown

Road Contour	Road Conditions Primary	Road Conditions Secondary
2 (1 - Straight Level; 2 - Straight Grade; 3 - Curve Level; 4 - Curve Grade; 9 - Unknown)	1	

Road Conditions: 01 - Dry; 02 - Wet; 03 - Snow; 04 - Ice; 05 - Sand, Mud, Dirt, Oil, Gravel; 06 - Water (Standing, Moving); 07 - Slush; 08 - Debris *; 09 - Rut, Holes, Bumps, Uneven Pavement*; 10 - Other; 99 - Unknown

*Secondary Condition Only

Manner of Crash / Collision / Impact	Weather
2 (1 - Not collision between two motor vehicles in transport; 2 - Rear-End; 3 - Head-On; 4 - Rear-to-Rear; 5 - Backing; 6 - Angle; 7 - Sideswipe, -Same Direction; 8 - Sideswipe, Opposite Direction; 9 - Unknown)	1 (1 - Clear; 2 - Cloudy; 3 - Fog,Smog, Smoke; 4 - Rain; 5 - Sleet, Hail; 6 - Snow; 7 - Severe Crosswinds; 8 - Blowing Sand,Soil, Dirt, Snow; 9 - Other/Unknown)

Road Surface	Light Conditions Primary	Light Conditions Secondary	School Bus Related
2 (1 - Concrete; 2 - Blacktop, Bituminous, Asphalt; 3 - Brick/Block; 4 - Slag , Gravel, Stone; 5 - Dirt; 6 - Other)	1	☐	☐ School Zone Related; ☐ Yes, School Bus Directly Involved; ☐ Yes, School Bus Indirectly Involved

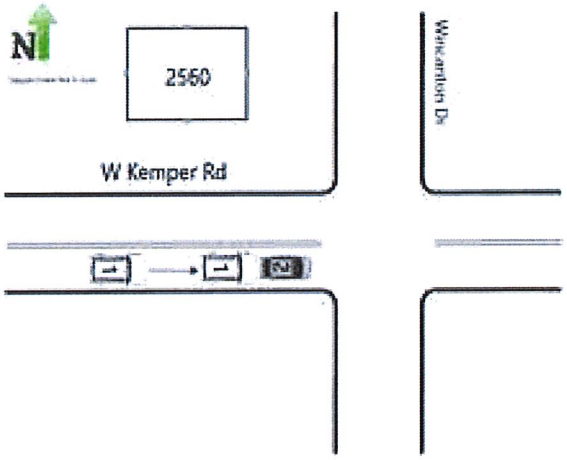
Light Conditions: 1 - Daylight; 2 - Dawn; 3 - Dusk; 4 - Dark - Lighted Roadway; 5 - Dark - Roadway Not Lighted; 6 - Dark - Unknown Roadway Lighting; 7 - Glare*; 8 - Other; 9 - Unknown

*Secondary Condition Only

Work Zone Related	Workers Present / Law Enforcement Present (Officer/Vehicle) / Law Enforcement Present (Vehicle Only)	Type of Work Zone	Location of Crash in Work Zone
☐	☐ Workers Present ☐ Law Enforcement Present (Officer/Vehicle) ☐ Law Enforcement Present (Vehicle Only)	☐ 1 - Lane Closure; 2 - Lane Shift/ Crossover; 3 - Work on Shoulder or Median; 4 - Intermittent or Moving Work; 5 - Other	☐ 1 - Before the First Work Zone Warning Sign; 2 - Advance Warning Area; 3 - Transition Area; 4 - Activity Area; 5 - Termination Area

Narrative

Units 1 and 2 were traveling east on W Kemper Rd. Unit 2 slowed for traffic ahead. The operator of Unit 1 failed to assure clear distance ahead, striking Unit 2 in the rear. The operator of Unit 1 was cited for the crash.



Report Taken By	Supplement (Correction or Addition to an Existing Report Sent to ODPS)
■ Police Agency ☐ Motorist	☐

Date Crash Reported	Time Crash Reported	Dispatch Time	Arrival Time	Time Cleared	Other Investigation Time	Total Minutes
08/22/2018	1830	8/23/2018 6:29:00 PM	8/23/2018 6:40:00 PM	8/23/2018 7:42:00 PM	0	62

UNIT

Document Number	Local Report Number
20186137603	2018-29451

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc, area code ☐ Same As Driver)	Damage Scale	Damage Area
1			2	

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown

Owner Address: City, State, Zip (☐ Same As Driver)

LP State	License Plate Number	Vehicle Identification Number	# Occupants
			2

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2016	KIA	SOR	WHI

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

Hazardous Material ☐ Related

Cargo Body Type
1
01 - No Cargo Body Type/Not Applicabl
02 - Bus/Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage /Refuse
99 - Other/Unknown

Trafficway Description
1
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use
1
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type
6
99 - Unknown or Hit/Skip

Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub -Compact
02 - Compact
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2Axle, 6 tires
14 - Single Unit Truck ; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)
Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function
1
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
05 - Bus - Transit
06 - Bus - Charter
07 - Bus - Shuttle
08 - Bus - Other
09 - Ambulance
10 - Fire
11 - Highway/Maintenance
12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area
2
Impact Are
2
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Action
3
1 - Non- Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre- Crash Actions
1
99 - Unknown

Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
10 - Parked
11 - Slowing or Stopped in Traffic
12 - Driverless
13 - Negotiating a Curve
14 - Other Motorist Actio

Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
17 - Working
18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary
9
Secondary
99 - Unknown

Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
10 - Improper Lane Change /Passing/Off Road
11 - Improper Backing
12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Failure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action

Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Failure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1: 20
2:
3:
4:
5:
6:
First Harmful Event: 1
Most Harmful Event: 1
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
07 - Separation of Units
08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal -Other
20 - Motor Vehicle In Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvart
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
25	35	12	From 4 To 3

■ Stated
☐ Estimated

Traffic Control
01 - No Controls
02 - Stop Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - Other
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

UNIT

Document Number	Local Report Number
20186137603	2018-29451

Unit Number	Owner Name: Last, First, Middle (☐ Same As Driver)	Owner Phone Number - inc, area code ☐ Same As Driver)	Damage Scale	Damage Area
2			3	Front / Rear

1 - None
2 - Minor
3 - Functional
4 - Disabling
9 - Unknown

Owner Address: City, State, Zip (☐ Same As Driver)

LP State	License Plate Number	Vehicle Identification Number	# Occupants
			2

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color
2002	HOND	ACC	SIL

☐ Proof of Insurance Shown	Insurance Company	Policy Number	Towed By

Carrier Name, Address, City, State, Zip

Carrier Phone - include area code

US DOT

HM Placard ID No.

HM Class Number

Vehicle Weight GVWR/GCWR
☐ 1 - Less Than or Equal to 10K Lbs
2 - 10,001 to 26,000K Lbs
3 - More Than 26,000K Lbs.

Hazardous Material
☐ Related

Cargo Body Type
[1]
01 - No Cargo Body Type/Not Applicabl
02 - Bus/Van (9-15 Seats, Inc Driver)
03 - Bus (16+ Seats, Inc Driver)
04 - Vehicle Towing Another Vehicle
05 - Logging
06 - Intermodal Container Chasis
07 - Cargo Van/Enclosed Box
08 - Grain, Chips, Gravel
09 - Pole
10 - Cargo Tank
11 - Flat Bed
12 - Dump
13 - Concrete Mixer
14 - Auto Transporter
15 - Garbage/Refuse
99 - Other/Unknown

Trafficway Description
[1]
1 - Two-Way, Not Divided
2 - Two-Way, Not Divided, Continuous Left Turn Lane
3 - Two-Way, Divided, Unprotected(Painted or Grass >4Ft.) Media
4 - Two-Way, Divided, Positive MedianBarrier
5 - One-Way Trafficway

☐ Hit / Skip Unit

Non-Motorist Location Prior to Impact
[ ]
01 - Intersection - Marked Crosswal
02 - Intersection - No Crosswalk
03 - Intersection Other
04 - Midblock - Marked Crosswalk
05 - Travel Lane - Other Location
06 - Bicycle Lane
07 - Shoulder/Roadside
08 - Sidewalk
09 - Median/Crossing Island
10 - Drive way Access
11 - Shared-Use Path or Trail
12 - Non-Trafficway area
99 - Other/Unknown

Type of Use
[1]
1 - Personal
2 - Commercial
3 - Government

☐ In Emergency Response

Unit Type
[3]
Passenger Vehicles (less than 9 passengers Med/Heavy Trucks or Combo Units > 10K lbs Bus/Van/Limo(9 or More Including Driver)
01 - Sub-Compact
02 - Compact
99 - Unknown or Hit/Skip
03 - Mid Size
04 - Full Size
05 - Minivan
06 - Sport Utility Vehicle
07 - Pickup
08 - Van
09 - Motorcycle
10 - Motorized Bicycle
11 - Snowmobile/ATV
12 - Other Passenger Vehicle
13 - Single Unit Truck or Van 2Axle, 6 tires
14 - Single Unit Truck ; 3+ axles
15 - Single Unit Truck / Trailer
16 - Truck/Tractor (Bobtail)
17 - Tractor/Semi-Trailer
18 - Tractor/Double
19 - Tractor/Triples
20 - Other Med/Heavy Vehicle
21 - Bus/Van (9-15 Seats, Inc Driver)
22 - Bus (16+ Seats, Inc Driver)
Non-Motorist
23 - Animal With Rider
24 - Animal With Buggy, Wagon, Surrey
25 - Bicycle/Pedacyclist
26 - Pedestrian/Skater
27 - Other Non-Motorist

☐ Has HM Placard

Special Function
[1]
01 - None
02 - Taxi
03 - Rental Truck (Over 10K lbs)
04 - Bus - School (Public or Private)
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06 - Bus - Charter
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08 - Bus - Other
09 - Ambulance
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12 - Military
13 - Police
14 - Public Utility
15 - Other Government
16 - Construction Eqip.
17 - Farm Vehicle
18 - Farm Equipment
19 - Motorhome
20 - Golf Cart
21 - Train
22 - Other (Explain in Narrative)

Most Damaged Area
[6]
01 - None
02 - Center Front
03 - Right Front
04 - Right Side
05 - Right Rear
06 - Rear Center
07 - Left Rear
08 - Left Side
09 - Left Front
10 - Top and Windows
11 - Undercarriage
12 - Load/Trailer
13 - Total (All Areas)
14 - Other
99 - Unknown

Impact Are [6]

Action
[4]
1 - Non-Contact
2 - Non-Collision
3 - Striking
4 - Struck
5 - Striking/Struck
9 - Unknown

Pre-Crash Actions
[1]
99 - Unknown

Motorist
01 - Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Overtaking/Passing
05 - Making Right Turn
06 - Making Left Turn
07 - Making U-Turn
08 - Entering Traffic Lane
09 - Leaving Traffic Lane
10 - Parked
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Non-Motorist
15 - Entering or Crossing Specified Locatio
16 - Walking,Running, Jogging, Playing, Cycling
17 - Working
18 - Pushing Vehicle
19 - Approaching or Leaving Vehicle
20 - Standing
21 - Other Non-Motorist Action

Contributing Circumstance
Primary [1]
Secondary [ ]
99 - Unknown

Motorist
01 - None
02 - Failure to Yield
03 - Ran Red Light
04 - Ran Stop Sign
05 - Exceeded Speed Limit
06 - Unsafe Speed
07 - Improper Turn
08 - Left of Center
09 - Followed Too Closely/ACDA
10 - Improper Lane Change /Passing/Off Road
11 - Improper Backing
12 - Improper Start From Parked Position
13 - Stopped or Parked Illegally
14 - Operating Vehicle in Negligent Manner
15 - Swering to Avoid (Due to External Conditions)
16 - Wrong Side/Wrong Way
17 - Failure to Control
18 - Vision Obstruction
19 - Operating Defective Equipment
20 - Load Shifting/Falling/Spilling
21 - Other Improper Action

Non-Motorist
22 - None
23 - Improper Crossing
24 - Darting
25 - Lying and/or Illegally in Roadway
26 - Falure to Yield Right of Way
27 - Not Visible (Dark Clothing)
28 - Inattentive
29 - Failure to Obey Traffic Signs /Signals/Officer
30 - Wrong Side of the Road
31 - Other Non-Motorist Action

Vehicle Defects
[ ]
01 - Turn Signals
02 - Head Lamps
03 - Tail Lamps
04 - Brakes
05 - Steering
06 - Tire Blowout
07 - Worn or Slick tires
08 - Trailer Equipment Defective
09 - Motor Trouble
10 - Disabled From Prior Accident
11 - Other Defects

Sequence of Events
1 [20] 2 [ ] 3 [ ] 4 [ ] 5 [ ] 6 [ ]
First Harmful Event [1]
Most Harmful Event [1]
99 - Unknown

Non-Collision Events
01 - Overturn/Rollover
02 - Fire/Explosion
03 - Immersion
04 - Jackknife
05 - Cargo/Equipment Loss or Shift
06 - Equipment Failure (Blown Tire, Brake Failure, etc)
07 - Separation of Units
08 - Ran Off Road Right
09 - Ran Off Road Left
10 - Cross Median
11 - Cross Center Line Opposite Direction of Travel
12 - Downhill Runaway
13 - Other Non-Collision

Collision with Person, Vehicle or Object Not Fixed
14 - Pedestrian
15 - Pedalcycle
16 - Railway Vehicle (Train, Engine)
17 - Animal - Farm
18 - Animal - Deer
19 - Animal -Other
20 - Motor Vehicle In Transport
21 - Parked Motor Vehicle
22 - Work Zone Maintenance Equipment
23 - Struck by Falling, Shifting Cargo or Anything Set in Motion by a Motor Vehicle
24 - Other Movable Object

Collision with Fixed, Object
25 - Impact Attenuator/Crash Cushion
26 - Bridge Overhead Structure
27 - Bridge Pier or Abutment
28 - Bridge Parapet
29 - Bridge Rail
30 - Guardrail Face
31 - GuardrailEnd
32 - Portable Barrier
33 - Median Cable Barrier
34 - Median Guardrail Barrier
35 - Median Concrete Barrier
36 - Median Other Barrier
37 - Traffic Sign Post
38 - Overhead Sign Post
39 - Light/Luminaries Support
40 - Utility Pole
41 - Other Post, Pole or Support
42 - Culvert
43 - Curb
44 - Ditch
45 - Embankment
46 - Fence
47 - Mailbox
48 - Tree
49 - Fire Hydrant
50 - Work zone Maintenance Equipment
51 - Wall, Building, Tunnel
52 - Other Fixed Object

Unit Speed	Posted Speed	Traffic Control	Unit Direction
■ Stated ☐ Estimated	35	[12]	From [4] To [3]

Traffic Control
01 - No Controls
02 - Stop Sign
03 - Yield Sign
04 - Traffic Signal
05 - Traffic Flashers
06 - School Zone
07 - Railroad Crossbucks
08 - Railroad Flashers
09 - Railroad Gates
10 - Costruction Barricade
11 - Person (Flagger, Officer
12 - Pavement Markings
13 - Crosswalk Lines
14 - Walk/Don't Walk
15 - Other
16 - Not Reported

Unit Direction
1 - North
2 - South
3 - East
4 - West
5 - Northeast
6 - Northwest
7 - Southeast
8 - Southwest
9 - Unknown

MOTORIST / NON-MOTORIST

Document Number	Local Report Number
20186137603	2018-29451

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			38	F (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - include area code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
2	1			4	☐	1	2	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free ☐ Device Used	Driver Distracted By
4511.21A	ACDA	42-130087		1 1

MOTORIST/NON-MOTORIST

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
2			17	M (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - include area code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				4	☐	1	1	1	1

OL State	Operator Licence Number	OL Class	No Valid DL	M/C End	Condition	Alcohol/Drug Suspected	Alcohol Test Status	Alcohol Test Type	Alcohol Test Value	Drug Test Status	Drug Test Type
OH		4	☐	☐	1	1	1	1		1	1

Offense Charged (☐ Local Code)	Offense Description	Citation Number	Hands-Free ☐ Device Used	Driver Distracted By
				1 1

Injuries
1 - No Injury / None Reporte
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Used
99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Used
05 - Child Restraint System-Forward Facing
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenger)
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left Side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

Operator License Class
1 - Class A
2 - Class B
3 - Class C
4 - Regular Class (Ohio is "D")
5 - MC/Moped Only

Condition
1 - Apparently Normal
2 - Physical Impairment
3 - Emotional (Depressed, Angry, Disturbe
4 - Illness
5 - Fell Asleep, Fainted, Fatigue
6 - Under The Influence of Medications, Drugs, Alcohol
7 - Other

Alcohol/Drug Suspected
1 - None
2 - Yes - Alcohol Suspected
3 - Yes - Hbd Not Impaired
4 - Yes - Drugs Suspected
5 - Yes - Alcohol and Drugs Suspected

Alcohol Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Alcohol Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Drug Test Status
1 - None Given
2 - Test Refused
3 - Test Given, Contaminated Sample/Unusabl
4 - Test Given, Results Known
5 - Test Given, Results Unknown

Drug Test Type
1 - None
2 - Blood
3 - Urine
4 - Breath
5 - Other

Driver Distracted By
1 - No Distraction Reported
2 - Phone
3 - Texting /Emailing
4 - Electronic Communication Device
5 - Other Electronic Device (Navigation Device, Radio, DVD)
6 - Other Inside The Vehicle
7 - External Distraction

OCCUPANT / WITNESS

Document Number	Local Report Number
20186137603	2018-29451

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
1			1	F (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - Include Area Code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
2	1			6	☐	6	1	1	1

OCCUPANT

Unit Number	Name: Last, First, Middle	Date of Birth	Age	Gender
2			14	M (F - Female, M - Male)

Address, City, State, Zip	Contact Phone - Include Area Code

Injuries	Injured Taken By	EMS Agency	Medical Facility Injured Taken To	Safety Equipment Used	DOT Compliant Motorcycle Helmet	Seating Position	Air Bag Usage	Ejection	Trapped
1				4	☐	3	1	1	1

Injuries
1 - No Injury / None Reported
2 - Possible
3 - Non-Incapacitating
4 - Incapacitating
5 - Fatal

Injured Taken By
1 - Not Transported / Treated at Scene
2 - EMS
3 - Police
4 - Other
9 - Unknown

Safety Equipment Us
99 - Unknown Safety Equipment

Motorist
01 - None Used - Vehicle Occupant
02 - Shoulder Belt Only Used
03 - Lap Belt Only Used
04 - Shoulder And Lap Belt Only Use
05 - Child Restraint System-Forward Fac
06 - Child Restraint System-Rear Facing
07 - Booster Seat
08 - Helmet Used

Non-Motorist
09 - None Used
10 - Helmet Used
11 - Protective Pads Used (Elbows, Knees, Etc)
12 - Reflective Coating
13 - Lighting
14 - Other

Seating Position
01 - Front - Left Side (Motorcycle Driver)
02 - Front - Middle
03 - Front - Right Side
04 - Second - Left Side (Motorcycle Passenge
05 - Second - Middle
06 - Second - Right Side
07 - Third - Left side (Motorcycle Side Car)
08 - Third - Middle
09 - Third - Right Side
10 - Sleeper Section of Cab (Truck)
11 - Passenger in Other Enclosed Cargo Area (Non-Trailing Unit Such as a Bus, Pick-up with Cap)
12 - Passenger in Unenclosed Cargo Area
13 - Trailing Unit
14 - Riding on Vehicle Exterior (Non-Trailing Unit)
15 - Non-Motorist
16 - Other
99 - Unknown

Air Bag Usage
1 - Not Deployed
2 - Deployed Front
3 - Deployed Side
4 - Deployed Both Front/Side
5 - Not Applicable
9 - Deployment Unknown

Ejection
1 - Not Ejected
2 - Totally Ejected
3 - Partially Ejected
4 - Not Applicable

Trapped
1 - Not Trapped
2 - Extricated by Mechanical Means
3 - Extricated by Non-Mechanical Means

PUBLIC SERVICES

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

Resolution to Prepare and Submit an Application to Participate in the Transit Infrastructure Fund Program and to Execute Contracts as Required

Recommend ADOPTION of the Resolution.

Rationale:

Effective January 2021, the Southwest Ohio Regional Transit Authority (SORTA) is funded by a 0.8 percent county sales tax for the next 25 years. Twenty-five percent of the sales tax levy (0.2 percent) has been allocated toward infrastructure improvements within Metro's service area. Colerain Township is preparing an application to improve bus stops along Colerain Avenue by constructing bus bays, per the Colerain Corridor Plan. The construction of the bays will alleviate traffic, reduce accidents, improve the ridership experience and improve both transit and vehicle traffic along Colerain Avenue.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of June, 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 COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AND APPLICATION TO PARTICIPATE IN THE TRANSIT INRASTRUCTURE FUND PROGRAM AND TO EXECUTE CONTACTS AS REQUIRED

WHEREAS, the Transit Infrastructure Fund Program provides of funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to Colerain Avenue bus infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township; and

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

1. Authorize Geoff Milz, Township Administrator of Colerain Township to apply to the Transit Authority for funds as described above.

2. Authorize Geoff Milz, Township Administrator of Colerain Township to enter into any agreements and/or execution of any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

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

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

5. 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_____, Mr. Wahlert_____

ADOPTED this _____ day of June, 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. Barbiere (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 June, 2021.

_____
Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

Department:	Administration
Department Director:	Geoff Milz, Administrator

Discussion of the Disposition of Parcels 0510-0051-0220 and 0510-0062-0098

Staff seeks direction on whether the Township should try to dispose of the above referenced parcels and, if so, how they would like to dispose of the properties.

Rationale:

ADMINISTRATION

Department:	Administration
Department Director:	Jeff McElravy, Finance Director

Motion to Approve 2022 Tax Budget

Recommend ADOPTION of the Motion.

Rationale:

This annual process if the first step in the creation of the 2022 Budget. The tax budget informs the County Auditor to collect the Township's taxes for the following year. This must be completed and turned in to the Auditor by mid-July.

The tax budget is built based off of the five year forecast that is included in the budget book. Slight variations may occur that reflect changes made during the creation of the 2021 final budget. The tax budget serves as the baseline for the development of the 2022 Budget. Each line item will be reviewed for modifications prior to temporary appropriations. As a next step in the budget process, it would be helpful for the Board to consider creating a formal Budget Policy Prioritization Document and set goals for the 2022 Strategic Plan at a future Work Session.

the 2022 Tax Budget is recommended in the attached schedule in the amount of $35,990,127.33.

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	$ 5,112,562.37		
	Estimated Receipts	$ 4,708,221.71		
1000	**GENERAL**	**$ 9,820,784.08**	**$ 5,908,026.76**	**$ 3,912,757.32**
	Balance	$ 91,547.09		
	Estimated Receipts	$ 45,635.54		
2011	**MOTOR VEHICLE LICENSE TAX**	**$ 137,182.63**	**$ 41,786.73**	**$ 95,395.90**
	Balance	$ 90,614.12		
	Estimated Receipts	$ 729,000.00		
2021	**GASOLINE TAX**	**$ 819,614.12**	**$ 731,744.37**	**$ 87,869.75**
	Balance	$ 766,147.64		
	Estimated Receipts	$ 993,374.15		
2031	**ROAD & BRIDGE**	**$ 1,759,521.79**	**$ 1,086,351.07**	**$ 673,170.72**
	Balance	$ 4,696,538.23		
	Estimated Receipts	$ 7,587,311.68		
2081	**POLICE DISTRICT**	**$ 12,283,849.91**	**$ 8,984,319.79**	**$ 3,299,530.12**
	Balance	$ 3,208,357.28		
	Estimated Receipts	$ 14,437,522.70		
2111	**FIRE DISTRICT**	**$ 17,645,879.98**	**$ 13,813,857.62**	**$ 3,832,022.37**
	Balance	$ 75,891.35		
	Estimated Receipts	$ 365,443.45		
2181	**ZONING**	**$ 441,334.80**	**$ 365,443.54**	**$ 75,891.26**
	Balance	$ 354,235.25		
	Estimated Receipts	$ 841,666.48		
2231	**PERMISSIVE MOTOR VEHICLE TAX**	**$ 1,195,901.73**	**$ 409,707.00**	**$ 786,194.73**
	Balance	$ 101,871.16		
	Estimated Receipts	$ 208,500.00		
2261	**LAW ENFORCEMENT TRUST**	**$ 310,371.16**	**$ 265,416.54**	**$ 44,954.62**
	Balance	$ 7,486.48		
	Estimated Receipts	$ 2,000.00		
2271	**ENFORCEMENT & EDUCATION**	**$ 9,486.48**	**$ 1,500.00**	**$ 7,986.48**
	Balance	$ -		
	Estimated Receipts	$ -		
2272	**CORONAVIRUS RELIEF FUND - STATE**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2273	**CORONAVIRUS RELIEF FUND - STATE**	**$ -**	**$ -**	**$ -**
	Balance	$ 749,565.42		
	Estimated Receipts	$ 1,508,000.00		
2281	**EMS SERVICE FEES**	**$ 2,257,565.42**	**$ 1,480,326.75**	**$ 777,238.67**
	Balance	$ 218,861.29		
	Estimated Receipts	$ 164,000.00		

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
2401	**LIGHTING ASSESSMENT**	**$ 382,861.29**	**$ 173,000.00**	**$ 209,861.29**
	Balance	$ -		
	Estimated Receipts	$ 243,125.00		
2901	**Kroger TIF**	**$ 243,125.00**	**$ 243,125.00**	**$ -**

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION	JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	96,370.56		
	Estimated receipts	$ 50,000.00		
2902	**RECYCLING INCENTIVE**	**$ 146,370.56**	**$ 68,606.76**	**$ 77,763.80**
	Balance	$ 811,784.35		
	Estimated Receipts	$ 360,000.00		
2903	**Towne Center TIF**	**$ 1,171,784.35**	**$ 203,187.50**	**$ 968,596.85**
	Balance	$ -		
	Estimated Receipts	$ 455,000.00		
2904	**TIF - DUKE**	**$ 455,000.00**	**$ 455,000.00**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2904	**TIF - NORTHRIDGE**	**$ -**	**$ -**	**$ -**
	Balance	$275,956.76		
	Estimated Receipts	$ -		
2906	**SIDEWALK WAIVER**	**$ 275,956.76**	**$ -**	**$ 275,956.76**
	Balance	$ -		
	Estimated Receipts	$ -		
2907	**Stone Creek TIF**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ 130,000.00		
2908	**CBDG**	**$ 130,000.00**	**$ 130,000.00**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
2910	**TIF Best Buy**	**$ -**	**$ -**	**$ -**
	Balance	$ 154,741.65		
	Estimated Receipts	$ 966,416.82		
2911	**Parks & Services**	**$ 1,121,158.47**	**$ 966,416.82**	**$ 154,741.65**
	Balance	$ 143,723.66		
	Estimated Receipts	$ 639,209.94		
2912	**Community Center**	**$ 782,933.60**	**$ 639,209.94**	**$ 143,723.66**
	Balance	$ 0.02		
	Estimated Receipts	$ -		
3102	**BOND RETIREMENT PARKS**	**$ 0.02**	**$ -**	**$ 0.02**
	Balance	$ -		
	Estimated Receipts	$ -		
3103	**BOND RETIREMENT PW**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
3105	**BOND RETIREMENT STREETSCAPE**	**$ -**	**$ -**	**$ -**
	Balance	$ -		
	Estimated Receipts	$ -		
3301	**BOND RETIREMENT FIRE**	**$ -**	**$ -**	**$ -**

Colerain Township
2021 Projected Fund Detail

ACCOUNT NUMBER	FUND DESCRIPTION		JAN. 1 BALANCE WITH 2022 EST. RECEIPTS	2022 PROJECTED EXPENDITURES	PROJECTED BALANCE 12/31/22
	Balance	$	930.00		
	Estimated Receipts	$	-		
4401	**NSP Funds**	**$**	**930.00**	**$ -**	**$ 930.00**
	Balance	$	-		
	Estimated Receipts	$	23,101.16		
4401	**HAMILTON CO. COMM. DEV. SIDEWALK**	**$**	**23,101.16**	**$ 23,101.16**	**$ -**
	Balance	$	123,166.12		
	Estimated Receipts	$	-		
4409	**OPWC**	**$**	**123,166.12**	**$ -**	**$ 123,166.12**
	TOTAL ESTIMATED RECEIPTS	**$**	**34,457,528.63**		
GRAND TOTALS		**$**	**51,537,879.43**	**$ 35,990,127.33**	**$ 15,547,752.09**

CONSENT ITEMS

Department:	Fire
Department Director:	Allen Walls, Fire Chief

Promotion - Assistant Chief - Department of Fire & EMS

Recommend ADOPTION of the Motion.

Rationale:

The recommendation to promote Battalion Chief Greg Brown to Assistant Fire Chief of the department's Operations Bureau is to fill the vacancy created by the retirement of Assistant Chief Grant Burns. Battalion Chief Greg Brown was the successful candidate following an internal and competitive process.

Contingent upon the adoption of the motion to promote Battalion Chief Greg Brown, he would assume the role of assistant fire chief at an annual salary of $98,321.60 ($47.27 hourly) effective June 27, 2021. He will be exempt from FLSA.

COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE

EMPLOYEE PROFILE

Employee Name: Greg Brown
Department: Fire & EMS
Board Approved Date: 6/22/2021
Date Effective: 06/27/2021

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: Supervisor:
Rehire: ☐
Part-Time: ☐ Start Date: End Date:
Full-Time: ☐ Start Date: End Date:

CLASSIFICATION CHANGES

Change		Old Information	New Information
Transfer:	☐	Title/Dept:	Title/Dept:
Promotion:	☒	Title/Dept: Battalion Chief/Fire & EMS	Title/Dept: Assistant Fire Chief/Fire & EMS
Demotion:	☐	Title/Dept:	Title/Dept:
Title:	☐	Title/Dept:	Title/Dept:
Compensation Salary:	☒	Hourly Wage/ Salary: $93,176.00/$33.81	Hourly Wage/ Salary: $98,321.60/$47.27
Status:		Status:	Status:

Other changes:

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

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

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

Eligible for Notice of COBRA Rights:
Date Processed:

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Director Signature: Date: 6/14/2021 Verify Final ☐Payout

Finance Director Signature: Date:

CONSENT ITEMS

Department:	Police
Department Director:	Mark Denney, Police Chief

New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Andrew Mirizzi.

The wage for this job is $27.88 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 23, 2021.

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position
☐ Reconfiguration of position
☒ Replacement existing vacancy - Date of Trustee Approval 6/22/2021

Job Code: 146- Uniformed Police Officer Position Number: 4057- Uniformed Patrol Officer

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: Andrew Mirizzi

Hourly rate: $27.88 Employee Supervisor: Ed Cordie

Min/Max hours/week: 40

Proposed start date: 6/23/21 Eligibility Date: 6/23/2021

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒No

Comments: NA

Department Head Name: Mark Denney

Signature:  Date: 06/16/21

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: 6/23/2021

Administrator Signature: _____ Date: _____

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: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Frandoni, Cullman, Boyle, Carter

Interview dates: 4/22/21

Number of applications: Ongoing Process

Number of candidates interviewed: Ongoing Process

CONSENT ITEMS

Department:	Police
Department Director:	Mark Denney, Police Chief

New Hire - Records Clerk - Police Department

Recommend approval of all consent items.

Rationale:

The position of Records Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Logan Rodenbeck

The wage for this job is $15.00 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 23, 2021.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position
☐ Reconfiguration of position
☒ Replacement existing vacancy - Date of Trustee Approval 6/22/2021

Job Code: 152 - Police Clerk Position Number: 4107-Police Clerk

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: Logan Rodenbeck

Hourly rate: $15.00 Employee Supervisor: Justin Hussel

Min/Max hours/week: 40

Proposed start date: 6/23/21 Eligibility Date: 6/23/2021

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒No

Comments: NA

Department Head Name: Mark Denney

Signature: Mark Denney Date: 6/16/21

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: 6/23/2021

Administrator Signature: _____ Date: 6.17.21

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: 04/20/21

Date posting closed: 05/03/21

Interview Committee: Ed Cordie, Justin Hussel, Mike Owens

Interview dates: 5/13/2021 through 5/17/2021

Number of applications: 5

Number of candidates interviewed: 5

CONSENT ITEMS

Department:	Fire
Department Director:	Allen Walls, Fire Chief

New Hire - Firefighter/Paramedic - Department of Fire & EMS

Recommend ADOPTION of the Motion.

Rationale:

The position of firefighter/paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Gretchen Santiago. The wage for this job is $48,926.00 annually per the IAFF local 3915 bargaining agreement. Contingent upon Board approval, Gretchen would be eligible to begin work on July 12th, 2021.

COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE

EMPLOYEE PROFILE

Employee Name: Gretchen Santiago
Department: Fire & EMS
Board Approved Date: 6/22/2021
Date Effective: 7/11/2021

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/Paramedic Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: End Date: 7/10/2021
Full-Time: ☒ Start Date: 7/11/2021

CLASSIFICATION CHANGES

Change		Old Information		New Information
Transfer: ☐	Title/Dept:		Title/Dept:	
Promotion: ☒	Title/Dept:	Part-Time Firefighter/Medic/Fire	Title/Dept:	Full-Time Firefighter/Medic Fire
Demotion: ☐	Title/Dept:		Title/Dept:	
Title: ☐	Title/Dept:		Title/Dept:	
Salary: ☒	Salary:	$16.41 hourly	Salary:	$48,926.00/$17.75
Status: ☐	Status:		Status:	

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

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

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

Eligible for Notice of COBRA Rights? _____ Date Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

_____

_____

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: 6/14/2021

Finance Director: _____ Date: _____ Verify Final Payout ☐

CONSENT ITEMS

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

New Hire - Seasonal Camp Counselor - Pubic Service - Parks

Recommend approval of all consent items.

Rationale:

The position of Seasonal Camp Counselor was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Aidan Sherer.

The wage for this job is $9.50 per hour for 30 hours per week through the season. Contingent upon Board approval, he would be eligible to begin work on June 23, 2021.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: Position Number:

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: Aidan Sherer

Hourly rate: $9.50 Employee Supervisor: Leah McMillan/Tawanna Molter

Min/Max hours/week: 30hrs/week

Proposed start date: 6/24/2021 Eligibility Date: 6/23/2021

Tentative schedule of hours: Monday-Friday 9 AM to 12 PM and 1-3 PM; Friday evenings

Does this position supervise staff? ☐ Yes ☒No

Comments: Interviewed with Tawanna Molter, Jackie O'Connell and Leah McMillan.

Department Head Name: Jackie O'Connell

Signature: Jacqueline A. O'Connell Date: 6/15/2021

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:

Administrator Signature: Date: 6.18.21

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:

Date posting closed:

Interview Committee: Tawanna Molter, Jackie O'Connell and Leah McMillan.

Interview dates: 5/11/2021 @ 4:00PM

Number of applications: 9: 2 have not responded and one we had to reschedule but will be interviewed this week.

Number of candidates interviewed: 6, with a 7th scheduled

CONSENT ITEMS

Department:	Administration
Department Director:	Geoff Milz, Administrator

Contract - WEX - HSA

Recommend approval of all consent items.

Rationale:

This contract with WEX will provide an additional, optional benefit to our employees. Currently, employees are not able to invest their HSA dollars and they are limited to depositing their HSA dollars with Northside Bank. This contract allows employees to have the option of using Northside Bank or WEX. If the employee chooses WEX, they will then be able to directly investment their idle HSA dollars in a variety of mutual funds.

ADMINISTRATIVE SERVICES APPLICATION

COLERAIN TOWNSHIP ("Employer") hereby requests the administrative services indicated below from WEX Health, Inc. d.b.a. WEX, formerly known as Discovery Benefits, LLC **("WEX").** If not signed below prior to the Effective Date, Employer's consent to the terms and conditions set forth in the attached agreements will be presumed and deemed to have been obtained upon submission of Employer data through the DBI portal, the DBI design guide or any other DBI authorized format.

N/A Arrears Bill

N/A COBRA

N/A Direct Bill

N/A Education Assistance Program

X Health Savings Account

N/A Premium Conversion Plan

N/A Reimbursement Account

N/A Non-Discrimination Testing Subscription

N/A HIPAA Business Associate (acknowledged by the Employer as the sponsor on behalf of and as an authorized representative of the group health plan or plans)

SIGNATURE

The services shall be subject to the corresponding terms and conditions set forth in the attached agreements, accepted and entered into as of **08/01/2021** ("Effective Date").

Employer Authorized Signature

Name

Fee Schedule

Effective Date 08/01/2021 or later if services start different months

	Fee Amount	Fee Minimum	Frequency	Bill To
HSA - Monthly	$2.00	$25.00	Monthly	Customer

Fees per HSA Participant per month
Includes Benefits Debit Card
Spouse, dependent, and replacement Benefits Debit Cards available at no additional fee

Fees are guaranteed until 08/01/2026 ("Rate Expiration Date").

Printing and postage are included for standard material and mailings.

Additional charges/fees will apply for non-standard mailings and/or expedited requests.

WebEx meetings are included at no additional fee.

Enrollment meetings (optional) are $350 per day plus travel expenses.

If Employer/Customer has contracted with a third party whereby the third party pays WEX's fees on Employer's behalf, WEX's fees will be invoiced to that third party and are due within thirty (30) days after the date the invoice is received. If the third party fails to pay WEX, Employer remains responsible to pay WEX's fees. Fee rates may be based on a third-party discount. If WEX's fees are no longer to be paid by the third party on Employer's behalf, guarantees could be voided and the fee schedule revised.

HEALTH SAVINGS ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

RECITALS

Employer makes a Health Savings Account ("HSA") available for its employees enrolled in a high deductible health plan under which HSAs can be established by or on behalf of Employer's employees ("Employees").

An HSA is a tax-advantaged medical savings account available to taxpayers in the United States who are enrolled in a high-deductible health plan.

The funds contributed to an account are not subject to federal income tax at the time of deposit. HSA funds roll over and accumulate year to year if they are not spent.

The HSAs are owned by the individual accountholder ("Accountholder").

An HSA is an account used to pay or reimburse certain medical expenses, to which an employee, the employer or both may make contributions.

Employer desires WEX to assist in its administration of HSAs, and WEX agrees to perform certain recordkeeping and nondiscretionary administrative services based on the terms and conditions set forth in this Health Savings Account Administrative Services Agreement ("this Agreement").

WEX will distribute contributions made by or on behalf of Employees to the HSAs.

A qualified custodian will serve as the trustee of the HSAs ("Custodian").

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows.

ARTICLE 1 SCOPE AND PURPOSE

This Agreement is limited in scope and purpose to establishing the terms and conditions for the transfer of payroll deductions and Employer contributions (if applicable) to HSAs of Employees.

Nothing in this Agreement shall modify or amend the terms of any HSA agreement entered into between the Custodian and the Accountholder.

Complete and accurate information from Employer is required in order for WEX to perform the services set forth herein.

WEX shall not be responsible for the truth or accuracy of such information or for the establishment of an HSA or for the HSA maintenance activities based on the information received from Employer.

Employer acknowledges and agrees that WEX shall have no liability in connection with:

- Determining that the Employee is eligible to maintain an HSA and make contributions under applicable tax law.
- Ensuring that all distributions the Employee makes are permitted under said law.
- The tax consequences of any contribution (including rollover contributions) or distribution.
- Paying any custodian investment fees that may be applicable to an HSA.
- Legal, tax or accounting advice in relation to the HSAs.

WEX assumes no responsibility or authority under this Agreement for:

- The design, funding or operation of any Employer-sponsored health and welfare benefit plan or for compliance of any such plan with ERISA, including any aspect of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA");
- Duties incumbent upon a "plan sponsor" or "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") privacy and security rules;
- The funding of claims for benefits under any HSA or employee benefit plan or the payment of fees to third parties providing services or products to Employer or Employees;
- The funding of any contributions; or
- Insuring or underwriting any liability to provide benefits under any employee benefit plan.

The parties agree that it is intended that the HSAs shall not be employee benefit plans subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and that the assets held in the HSAs shall not be plan assets subject to the provisions of ERISA, and that neither party will take any action that will cause the HSAs to become subject to ERISA. Neither WEX nor Employer, when dealing with the other party in relation to Employer's HSA program provided herein, shall be obliged to determine the other party's authority to act pursuant to this Agreement.

WEX may, in its discretion, prepare and deliver to Employer benchmarks or other metrics showing the experience of Employer and its participants with the services provided herein as compared to other employers. WEX will develop any such benchmarks or metrics through the use of data that has been aggregated and de-identified consistent with any executed or applicable business associate agreement between the parties.

WEX represents and warrants to Employer that the WEX services shall be performed in a professional manner consistent with generally accepted industry standards and applicable law.

Employer may subscribe to WEX's non-discrimination testing and request additional products and services from WEX.

ARTICLE 2 OPENING OF ACCOUNTS

In accordance with procedures to be agreed upon by the parties, Employer will: (i) inform Employees who are eligible to participate that they may enroll in an HSA via electronic procedures established by WEX; (ii) provide each Employee with all applicable WEX notices, forms, and disclosures directly or online through the consumer portal; and (iii) provide to WEX at such time and in such format as WEX requires, the information with respect to each Employee participating in Employer's HSA program.

Employer shall ask WEX to establish or "open" HSAs only for those Employees who have indicated the intent to open such an account; represents that the Employees have certified their authorization to work in the United States and have furnished their social security or other taxpayer identification numbers, which Employer will provide to WEX for the purposes of establishing HSAs; and warrants that the information and data Employer provides to WEX under this Agreement will be true and complete to the best of Employer's knowledge, information and belief.

WEX reserves all rights to decline to open or activate any HSA or to close any HSA insofar as its practices and procedures have not been properly observed by Employer or the Employee.

ARTICLE 3 FUNDING OF ACCOUNTS

Based on the contribution timing set and maintained by Employer and in the form to be agreed upon by the parties, Employer shall remit the contributions to WEX and provide accompanying information that accurately indicates each HSA and the dollar amount to be deposited in each such HSA.

WEX shall have no liability for any funds not received by WEX or for any errors in crediting an HSA based on the information provided by Employer, including where such contributions are automated, recurring contributions.

Unless the account has not been successfully opened, contributions may be withdrawn or transferred from an HSA solely upon the instructions of the Custodian and the respective Employee.

WEX shall not be liable or use its funds for the payments of benefits, including without limitation, where sought as damages in an action against the Accountholder, Employer, the Custodian or WEX. WEX does not insure or underwrite the Custodian's liability to provide services, and Employer shall have the sole responsibility and liability for payment of all benefits it makes available to its employees.

ARTICLE 4 MISTAKEN EMPLOYER CONTRIBUTIONS

Employer acknowledges and agrees that federal regulation requires that HSA contributions be non-forfeitable, provided that the Internal Revenue Service ("IRS") will allow the reversal of "Mistaken Employer Contributions" under the following circumstances:

- When there is a mistake in the eligibility to establish an HSA and the employee was never eligible for HSA contributions.
- When the contribution exceeds the annual HSA maximum contribution.
- When there is clear documentary evidence demonstrating that there was an administrative or process error.

WEX agrees to assist Employer in requesting the return of Mistaken Employer Contributions from the Custodian in the above situations, or as otherwise permitted by applicable IRS guidance. In all cases, the return of mistaken HSA contributions is subject to the rules, procedures, and limitations of the Custodian.

WEX assumes no liability for "Mistaken Employer Contributions."

ARTICLE 5 ACCOUNT MAINTENANCE

In order to administer and maintain the HSAs, from time to time in accordance with procedures to be agreed upon, Employer shall submit to WEX certain information concerning the status of Employees and HSA contributions, and WEX may provide certain information about the HSAs to Employer.

Employer acknowledges that WEX may rely upon all information provided by Employer in maintaining and administering the HSAs.

Employer shall be responsible for all costs and expenses incurred by WEX for error correction or other activities undertaken by WEX at Employer's request or as a result of erroneous information provided by Employer to WEX.

If requested, Employer shall certify to WEX the personnel authorized by Employer to receive and furnish information under this Agreement.

As permitted by law, Employer shall cooperate with WEX in any manner deemed reasonably necessary by WEX to protect its rights.

ARTICLE 6 CLOSING OF HSAs

WEX will close an HSA only upon the instructions of the respective Employee.

Notwithstanding anything to the contrary herein, at its discretion, WEX may refuse to open, or may close any previously established HSA for which the Employee is unable or unwilling to sign WEX forms or otherwise agree to the terms and conditions related to such HSA or otherwise violates any terms thereof.

Employer acknowledges that upon any such closure, funds in the HSA will be returned to the Employee or forwarded to another financial institution upon instructions of the Employee unless the mistaken employer contribution rules apply, in which case the funds will be returned to Employer.

Employer further acknowledges that such closure may result in tax consequences for which the Employee shall be solely responsible and Employer will be responsible for the applicable tax reporting consequences.

The Custodian may resign and close the HSA for any reason or no reason, effective thirty (30) days after it provides written notice of its resignation to the Accountholder.

ARTICLE 7 EMPLOYER RESPONSIBILITIES

Employer represents and warrants that it will have confirmed the identity and employment eligibility of all Employees for whom information is provided to WEX as follows:

- Through the U.S. Citizenship and Immigration Services I-9 forms completed by Employees if hired after November 6, 1986; or
- Through review by Employer of Employees' driver's licenses or other government-issued identifying documentation evidencing nationality or residence and bearing a photograph or similar safeguard, for Employees hired before November 6, 1986.

Employer represents and warrants that it does not:

- Limit the ability of eligible individuals to move their funds to another HSA beyond restrictions imposed by the Internal Revenue Code of 1986, as amended ("Code");
- Impose conditions on uses of HSA funds beyond those permitted under the Code;
- Make or influence the investment decisions with respect to funds contributed to an HSA;
- Represent that HSAs are an employee welfare benefit plan established or maintained by Employer; or
- Receive any payment or compensation from WEX in connection with an HSA.

To the extent applicable, the HSA comparability testing under Code Section 4980G is the responsibility of Employer to complete.

ARTICLE 8 EMPLOYER INFORMATION AND INSTRUCTIONS

Employer has authorized and instructed WEX in this Agreement to implement WEX's standard administrative procedures to provide services in accordance with this Agreement. WEX shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement.

Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney fees) and expressly releases all claims against WEX in connection with any claim or cause of action for any activity or occurrence prior to the commencement of services under this Agreement that results from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with ERISA, the Code, and any other applicable law or regulation with respect to the HSAs.

If Employer instructs WEX with a specific written request in a format acceptable to WEX to provide services in a manner other than in accordance with WEX's standard forms and procedures, WEX may (but need not) comply with such an instruction. This would include any Employer instruction to add a vendor link to the consumer portal. To the extent that WEX complies with such an instruction, Employer and not WEX shall be solely responsible for WEX's action so taken, and Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney fees), and expressly releases all claims against WEX in connection with any claim or cause of action, which results from or in connection with WEX complying with Employer's specific written instruction to provide services in a manner other than in accordance with WEX's standard procedures.

ARTICLE 9 RETENTION AND RELEASE OF DATA, RECORDS, AND FILES

Written and electronic records containing personal information are securely destroyed or deleted consistent with business needs or legal retention requirements.

Per business records needs and associated retention and secure destruction periods, WEX retains a copy of all information, excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to WEX policy, for at least eight (8) years from the date created at WEX.

Following the termination of this Agreement, WEX shall cooperate with Employer or Employer's subsequent service provider to effect an orderly transition of services provided under this Agreement and, within a reasonable time, will release to Employer a copy of all data, records, and files in WEX's standard format.

Upon termination of this Agreement, WEX is entitled to retain a copy of all information including the data, records, and files to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law.

ARTICLE 10 CONFIDENTIAL BUSINESS INFORMATION AND INTELLECTUAL PROPERTY

(a) General Obligations

For purposes of this Article 10, "confidential business information" shall mean any information identified by either party as "confidential" and/or "proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, service methods, software, documentation, financial information, prices, and product plans. Neither WEX nor Employer shall disclose confidential business information of the other party.

The receiving party shall use reasonable care to protect the confidential business information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential business information of like kind. The foregoing obligation shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (iii) was known to the receiving party at the time of disclosure; (iv) was generated independently by the receiving party; or (v) is required to be disclosed by law, subpoena or other process.

WEX may disclose Employer's confidential business information to a governmental agency or other third party required by law to the extent necessary for WEX to perform its obligations under this Agreement or if Employer has given WEX written authorization to do so.

Although WEX may have confidential business information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

(b) Financial Statements and Audit Information

If Employer requests access to certain financial statements and/or service organization control audit reports or other audit information of WEX for the purpose of reviewing the financial, operating, and business condition of WEX, and WEX agrees to provide such information, Employer's acceptance of or access to such confidential information shall constitute its agreement with the following:

- Employer will maintain the information (whether communicated by means of oral, electronic or written disclosures) in confidence and shall not use the same for its own benefit, or for any purpose other than the furtherance of its review, or disclose the same to any third party.
- Employer may only disclose the information to its own officers and employees on a need-to-know basis for the purposes of its review.

- If Employer is a state agency or otherwise subject to a freedom of information type statute, the information shall be treated as confidential and exempt from disclosure in accordance with the applicable law and the information contains sensitive proprietary business information and data defined as trade secret information that would not otherwise be publicly available and that disclosure of this information to the public, including WEX's competitors, would likely result in substantial harm to WEX's competitive positions and also contains confidential supervisory information and personal information relating to directors, officers, and major shareholders of WEX, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(c) Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by WEX), brochures, and online content ("Materials") furnished by WEX to Employer are licensed, not sold. Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display or use these Materials or any WEX trademarks for any other purpose other than its own internal business use. Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. Employer's license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by WEX, to return them to WEX, except to the extent Employer is required by law to maintain copies of such Materials. WEX retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

(d) Application

Each party agrees that its obligations contained in this Article 10 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and representatives.

ARTICLE 11 TERM OF AGREEMENT

(a) Duration

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term").

(b) Renewal

This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter unless terminated pursuant to this Article 11.

(c) Termination without Cause

Notwithstanding the foregoing, this Agreement may be terminated at any time during the Initial Term or any renewal term by Employer or by WEX without cause and without liability with written notice of the intention to terminate to be effective as of a date set forth in the written notice not fewer than sixty (60) days from the date of such notice.

(d) This Agreement may be terminated upon written notice:

- If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
- If at any time Employer fails to provide funds for the payment of benefits; or
- Due to (i) a party's filing for bankruptcy, (ii) a party's making any assignment for the benefit of creditors, (iii) a party's consenting to the appointment of a trustee or receiver, (iv) a party's insolvency, as defined by Applicable Law, or (v) the filing of an involuntary petition against Employer

under the Federal Bankruptcy Code or any similar state or federal law which remains un-dismissed for a period of forty-five (45) days.

(e) If a party is in default under any provision of this Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.

(f) Fees or Charges

All fees and charges that have accrued up to the date of termination shall be paid with in thirty (30) days after the date of termination.

ARTICLE 12 COST OF SERVICES

The service fees shall be payable in accordance with the fee schedule attached hereto.

Fees are invoiced monthly and are due within thirty (30) days of the invoice date.

If Employer disputes in good faith any portion of the fees invoiced, Employer shall provide WEX with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for a period of ten (10) days following the date of the Dispute Notice.

If Employer fails to pay within sixty (60) days of the invoice date, and upon written request of WEX to the Custodian, fees will be deducted directly from each HSA to which the fees relate, provided that no amount may be deducted from one HSA to cover the unpaid service fees from another HSA.

Employer shall have thirty (30) days from the date of the invoice to correct the HSA participant count for credit or refund.

The service fees are billed to Employee after termination of employment with Employer.

If requested by Employer, the service fees can be charged to Employees, and withdrawn from the HSAs on or around the first of each month. This transaction will appear as a separate line item on the account. The fees cannot be charged to Employees if the service fees are part of a WEX solution or a monthly minimum fee.

Notwithstanding the foregoing, WEX reserves the right to:

- Charge Employer reasonable fees for the reproduction or return of records or reports requested by Employer or governmental agencies if the governmental agency has made the request on behalf of Employer or for reasonable fees charged by other parties for information reasonably required by WEX to perform its duties under this Agreement;
- Charge fees for the provision of additional services that were neither included in nor contemplated by this Agreement on the Effective Date;
- Charge for proprietary technology and services;
- Increase fees based on additional costs imposed on WEX, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, domestic or foreign, actually incurred in performing its services; and
- Pass through any fees charged to WEX by a Vendor of Employer.

WEX's service fees incorporate the service fees charged by the Custodian. Upon thirty (30) days' advance written notice to Employer, WEX may adjust its service fees to reflect any adjustment in the service fees charged to WEX by the Custodian. The service fees do not include the investment management fee, if any, charged by the Custodian.

WEX shall provide Employer with reasonable prior written notice of such increases.

On or after the rate expiration date indicated on the fee schedule, WEX reserves the right to amend the fee schedule with at least sixty (60) days' advance written notice. If Employer is unwilling to accept the changes to the fee schedule, Employer may terminate this Agreement by providing notice to WEX no later than the effective date of the fee schedule amendment.

Fees quoted assume that WEX standard software and systems will be compatible with Employer's software and systems and with any prior service provider's software and systems so that the services can be readily performed without any modifications or alterations of WEX's software and systems. If costs are incurred by WEX to integrate the WEX services with Employer's software and systems and/or in migrating the data from the prior service provider to WEX's systems, those costs may be charged separately on a time and materials basis or as otherwise provided under a separate agreement between the parties.

ARTICLE 13 RED FLAGS RULE COMPLIANCE

For the purposes of this Article 13, "Red Flags Rule" means regulation adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention, and mitigation of identity theft and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended.

For the purposes of this Article 13, "Covered Services" means the services provided that allow participants to pay for eligible expenses with a debit card or other stored-value card and any other services provided by WEX pursuant to this Agreement that fall under the protections of the Red Flags Rule as determined by WEX in its sole discretion.

To the extent applicable, WEX shall comply with the Red Flags Rule with respect to the services provided by WEX under this Agreement that are covered by the Red Flags Rule as determined by WEX in its sole discretion. As part of its Red Flags Rule compliance, WEX shall adopt, maintain, and use appropriate and commercially reasonable rules, procedures, and safeguards to detect and identify red flags and to prevent and mitigate identify theft as required by the Red Flags Rule. Such rules, procedures, and safeguards shall be set forth in a written program (the "Red Flags Program"). WEX shall, upon request, make available to Employer a copy of its Red Flags Program.

This Article 13 shall be null and void to the extent action is taken by U.S. Congress or a federal agency to exempt the Covered Services (or third party administrators that provide Covered Services) from the Red Flags Rule.

ARTICLE 14 LIMITATIONS, INDEMNIFICATION, AND INSURANCE

(a) Notwithstanding any other provision in this Agreement to the contrary, the total cumulative liability of WEX to Employer for all claims, actions, or suits however caused arising out of or in connection with this Agreement shall be limited to direct damages and shall not exceed the greater of: (a) the amount of fees received by WEX from Employer for the twelve (12) months prior to the occurrence of the event giving rise to any such claims, actions or suits; or (b) amounts payable and actually paid to Employer or WEX, as applicable, under the insurance policies provided for under Section 7.2 of this Agreement.

In no event shall either party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including, but not limited to, any damages resulting from loss of use, or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the party has been advised of the possibility or foreseeability of such damages.

(b) No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

WEX and Employer expressly agree that the limitations of liability in this section represent an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by WEX to Employer and is an essential element of the basis of the bargain between the parties.

(c) Subject to the limitations in this Article 14, WEX will indemnify, defend and hold harmless Employer (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against any and all liability, damages, costs, losses, penalties, expenses and reasonable attorney fees (collectively, "Losses") incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of WEX's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

(d) In addition to the provisions of Article 8, Employer will indemnify, defend and hold harmless WEX (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against any and all Losses incurred by WEX in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of Employer's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

(e) If Employer is a state agency or otherwise subject to a public entity/political subunit non-indemnification type statute and therefore unable to indemnify under this subsection, WEX shall not be responsible for any injury or damage that occurs as a result of any negligent act or omission committed by Employer, including its employees or assigns.

(f) The party seeking indemnification under the sections above must notify the indemnifying party within thirty (30) days in writing of any actual or threatened claim, demand, action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been materially prejudiced by the failure of the other party to provide notice within the required time period.

The indemnifying party may (but is not required to) take steps to be joined as a party to any proceeding in which indemnification has been claimed, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to Losses to which this Article 14 applies and in doing so shall have the right to control the defense and settlement with respect to such claims to the extent that the defense and settlement relates to the payment of monetary compensation.

The party seeking indemnification may assume responsibility for the direction of its own defense at any time, in whole or in part, in which case the costs and expenses, including reasonable attorneys' fees, of the defense shall become Losses subject to indemnification under this Article 14 by the indemnifying party.

The party seeking indemnification may assume at any time, in whole or in part, the right to settle or compromise any Losses against it with the reasonable consent of the indemnifying party, and such settlement or compromise that relates to monetary compensation shall become Losses subject to indemnification under this Article 14 by the indemnifying party.

(g) During the term of this Agreement, WEX shall maintain general liability insurance and professional/cyber liability insurance with policy limits of not less than $5,000,000 per occurrence and in the aggregate.

WEX maintains commercial crime insurance, including employee dishonesty coverage with policy limits of not less than $5,000,000.

Upon request, WEX shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

ARTICLE 15 GENERAL

(a) Neither Employer nor WEX will restrict the ability of Accountholders to move funds to another HSA beyond those restrictions imposed by the Code.

(b) By executing this Agreement, the parties agree to extend the term of any Automated Clearing House ("ACH") agreement associated herewith to be coterminous with the term of this Agreement and to have such agreement be covered by the terms and provisions hereof.

(c) From time-to-time and in compliance with applicable federal and state laws, WEX may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that WEX's services fully comply with the terms of this Agreement. WEX shall provide a customer service line toll-free number Monday through Friday Central Time Zone for use during WEX normal business hours: Clients 7:00 a.m. to 7:00 p.m. Participants 6:00 a.m. to 9:00 p.m.

(d) WEX represents and warrants that it has implemented and maintains a written and comprehensive information security program and complies with all applicable law and regulation. WEX may delegate or subcontract any portion of WEX services to a third party. For those WEX services that are delegated or subcontracted, WEX shall remain fully responsible to Employer for compliance with all applicable provisions of this Agreement or any executed or applicable business associate agreement between the parties. No portion of WEX services shall be delegated or subcontracted to any third party located outside of the United States.

(e) To the extent that the U.S. Congress, Department of Health and Human Services ("HHS") or another agency with similar authority issues a definitive ruling or order that the privacy rule applies to the HSA services, the parties shall confer in good faith to discuss compliance with same.

(f) Notwithstanding anything to the contrary contained herein, neither party shall be responsible or liable if the performance of its obligations hereunder is hindered or adversely affected or becomes impossible or impracticable, as a result of an event or effect that the party could not have anticipated or controlled or for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, lockouts, strikes, work stoppages or other labor disruption, accidents, epidemics, pandemics, quarantines, war (whether declared or undeclared), acts of war or terrorism (whether foreign or domestic in origin), insurrection, sabotage, riot, a decree of health emergency, national emergencies or other man-made emergency, civil or military disturbances including any law, regulation, order or other action by any governmental authority, nuclear or natural disasters or acts of God, interruptions, loss or malfunctions of utility, transportation, communications or computer (software and hardware) services, including the disruption or outage of the Internet, or disruption of financial markets or banking functions (a "Force Majeure Event").

A party to this Agreement affected by such a Force Majeure Event shall as soon as reasonably practicable after the occurrence of the Force Majeure Event or the occurrence of harm resulting from such a Force Majeure Event that causes the party to be unable to perform: (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remedy any inability to perform due to such a Force Majeure Event.

(g) If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

(h) If any provision of this Agreement is found to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein, and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

(i) This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of North Dakota (without regard to the laws of conflict that might otherwise apply) as to all matters, including without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.

(j) Excluding all matters pertaining to the collection of amounts due to WEX arising out of the services provided, any claim, controversy or dispute arising out of, or relating to, this Agreement, in addition to disputes about invoices per Article 12, first promptly shall be settled by managers with direct day-to-day responsibility under this Agreement, and if not so settled, promptly shall be addressed by executives of the parties who have authority to settle the dispute. A party wishing to raise a dispute shall give prompt written notice to the other party, and the good faith attempts to resolve the dispute, as described in the foregoing sentence, shall take place within thirty (30) days thereafter. Engaging in the dispute resolution process described in this subsection shall be a condition precedent to proceeding with litigation.

(k) Notwithstanding the foregoing, this provision shall not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to this Agreement.

(l) To the extent this Agreement must be enforced in a court of law, the parties agree that it can only be brought in the United States District Court for the District of North Dakota, and both parties consent to such jurisdiction and venue.

(m) Each of the parties hereto irrevocably waives all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, provided however that for judicial economy purposes, if a party desires to implead or otherwise add the other party to a third party claim and such third-party claim is already a jury trial, the foregoing waiver of jury trial shall not apply. It shall also not apply in any criminal case without the written consent of the defendant.

(n) Any notice required or permitted to be given under this Agreement shall be deemed delivered to the address set forth in this Agreement or such other physical or electronic address as specified by the party: (i) when received if delivered by hand; (ii) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (iii) three (3) days after deposit in the U.S. mail for delivery, postage prepaid; or (d) when received if delivered electronically. WEX: 82 Hopmeadow Street, Simsbury, CT 06089, Attention: General Counsel.

(o) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or verbal. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, payment processing agreement, or other document relating to the services provided by WEX herein, the terms and conditions of this Agreement shall control. Further, the terms and conditions of this Agreement shall prevail over any additional terms contained in any such purchase order, payment processing agreement, or other document. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns, and successors in interest. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer upon any person other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

(p) This Agreement may not be assigned by either party without the prior written consent of the other unless to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the party's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified the other party in writing within thirty (30) days following the date of the assignment. If consent is required, the parties shall not unreasonably withhold or delay consent

(q) Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

(r) The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between Employer and WEX.

(s) In the event of WEX's resignation or inability to serve, Employer may appoint a successor. In such situations, the replacement of WEX shall be considered a termination of this Agreement, and the termination provisions of Article 11 shall remain effective and controlling.