



**Special Meeting of the Board of Trustees
March 25, 2014**

- 1. **Opening of Meeting 5:30**
- 2. **Presentations**
 Update on Oil Spill
- 3. **New Business**

Public Services

- Request to hire Seasonal EmployeesAction
- Resolution authorizing participation in ODOT Cooperative Purchasing ProgramAction

Administration

- Permanent AppropriationsAction
- Request to approve a Maintenance Agreement for the Colerain Gateway fencing at I-275
and Colerain AvenueAction

- 4. **Executive Session - if needed**
- 5. **Adjournment**

Resolution #17 -14



NEW BUSINESS

Department: Public Services 3/25/2014

Department Head: Kevin Schwartzhoff

1. Action (Include rationale)

a. Personnel

Request to hire: Douglas Cooper, James Spears, Harry Bowman, James Adleta, William Corcoran and Geoff Payne as Seasonal Employees at \$11.00 per hour beginning April 1, 2014.

Seasonal employees are excluded from the Collective Bargaining Unit Agreement dated January 1, 2014.

CBA Article 1 Recognition attached.

b. Policy

c. Other

Resolution authorizing participation in ODOT Cooperative Purchasing Program

Purchase chloride/rock salt to be procured by ODOT through two separate contracts (a summer fill and winter use). Contract is due back to ODOT by Tuesday, April 8, 2014.

Resolution and Contract attached.

2. Information

a. Other

**ARTICLE 1
RECOGNITION**

SECTION 1. Colerain Township Trustees recognize the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553 as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Public Works Department including Custodian, Maintenance Worker 1 and 2, Equipment Operator, Mechanic, Foreman, Supervisor Foreman (not a Supervisor as defined in the Act), and Bus Driver (Transportation Driver), excluding all Clerical employees and all Management level employees and supervisors and casual and seasonal employees as defined in the Act.

SECTION 2. Whenever the word (Employee) is used in this contract, it shall be deemed to mean the employees in the bargaining unit covered by this contract, as defined in Section 1 of this Article.

SECTION 3. Seasonal employees are defined as employees working 210 days or less and less than 1500 hours within a calendar year. Permanent Part-Time employees work less than 1500 hours within a calendar year.

**ARTICLE 2
PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions of employment negotiated by the parties during negotiations and to establish a peaceful procedure for the resolution of differences between the parties concerning this Agreement.

**ARTICLE 3
COPIES OF AGREEMENT**

A copy of the Agreement will be posted in the workplace.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in special work session at 5:30 p.m., on the day of 25st March, 2014 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, and Melinda Rinehart

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

RESOLUTION NO. _____

Resolution Authorizing Participation in ODOT Cooperative Purchasing Program

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles

NOW, THEREFORE,

Be it ordained by the Board of Colerain Township Trustees:

Section 1: That the Colerain Township Public Service Department hereby request authority in the name of the board of Colerain Township Trustees to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the department has entered into pursuant to Ohio Revised Code Section 5513.01 (B)

Section 2: That the Colerain Township Public Service Department is hereby authorized to agree in the name of The Board of Colerain Township Trustees to be bound by all terms and conditions as the Director of the Transportation prescribes

Section 3: That the Colerain Township Public Service Department is hereby authorized to agree in the name of The Board of Colerain Township Trustees to directly pay vendors, under each such contract of the Ohio Department of Transportation in which The Board of Colerain Township Trustees participate, for items it receives pursuant to the contract

Section 4: That The Board of Colerain Township Trustees agreed to hold the Director of Transportation of the Ohio Department of Transportation harmless for any claims of dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B)

Adopted this ____ day of _____, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

Attest:

Heather E. Harlow,
Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Fiscal Officer, this ____ day of _____, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Administration

Department Head: James Rowan

Action:

I. Permanent Appropriations

Recommend approval of the Permanent Appropriations for 2014 in the amount of \$32,771,460.05 (See Attachment)

2014 PERMANENT APPROPRIATIONS

3/11/2014

FUND	NAME	2014		2014		2014	Permanent Appropriations	\$ CHANGE Appropriations	% CHANGE Appropriations	NOTES
		Temporary Appropriations	Revised Temporary	Revised Temporary	Permanent Appropriations					
1000	GENERAL	\$ 4,636,196.00	\$ 4,530,140.00	\$ 4,698,443.00	\$ 168,303.00	3.72%	Transfers/Salary & Benefit Reallocation/Vehicles/WC			
2011	MVLT	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0.00%				
2021	GASOLINE	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -	0.00%				
2031	ROAD & BRIDGE	\$ 901,671.00	\$ 957,580.00	\$ 957,580.00	\$ -	0.00%				
2081	POLICE DISTRICT	\$ 6,050,166.00	\$ 6,245,443.00	\$ 6,425,553.00	\$ 180,110.00	2.88%	Walmart Police Detail Contract (Revenue Increased)W/C Generator Replacement/Fire Tower			
2111	FIRE DISTRICT	\$ 11,603,958.00	\$ 11,335,308.00	\$ 11,592,080.00	\$ 256,772.00	2.27%	Repairs/Contingency/WC/Technology			
2181	ZONING	\$ 373,716.00	\$ 380,156.00	\$ 380,156.00	\$ -	0.00%				
2231	PMVLT	\$ 659,808.00	\$ 695,757.00	\$ 739,498.00	\$ 43,741.00	6.29%	Vehicle/Equipment Replacement (Final Pricing)W/C			
2261	PD DRUG ENFORCEMENT	\$ 30,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0.00%				
2271	PD DUJ	\$ 2,000.00	\$ 1,896.00	\$ 1,896.00	\$ -	0.00%				
2281	EMSS	\$ 1,609,000.00	\$ 1,596,264.00	\$ 1,596,264.00	\$ -	0.00%				
2401	LIGHTING ASSESSMENTS	\$ 152,267.00	\$ 141,569.00	\$ 141,569.00	\$ -	0.00%				
2902	RECYCLING INCENTIVE	\$ 22,030.00	\$ 21,053.00	\$ 21,053.00	\$ -	0.00%				
2907	TIF (STONE CREEK)	\$ 1,820,981.00	\$ 1,820,652.00	\$ 1,820,652.00	\$ -	0.00%				
2908	CDBG (PASS THROUGH)	\$ 122,500.00	\$ 122,500.00	\$ 122,500.00	\$ -	0.00%				
2910	TIF (BEST BUY)	\$ 490,641.00	\$ 490,673.00	\$ 490,673.53	\$ 0.53	0.00%	Rounding			
2911	PARKS & SERVICES	\$ 1,888,980.00	\$ 1,828,912.00	\$ 1,850,985.00	\$ 22,083.00	1.21%	Vehicle/Equipment Replacement (Final Pricing)W/C			
2912	COMMUNITY CENTER	\$ 323,247.00	\$ 259,222.00	\$ 262,765.00	\$ 3,543.00	1.37%	W/C			
3101	BOND RETIREMENT(GOV BLDG)	\$ 107,387.50	\$ 107,387.50	\$ 107,387.50	\$ -	0.00%				
3102	BOND RETIREMENT(PARKS)	\$ 305,761.26	\$ 305,761.26	\$ 305,761.26	\$ -	0.00%				
3103	BOND RETIREMENT(PW BLDG)	\$ 213,442.50	\$ 213,442.50	\$ 213,442.50	\$ -	0.00%				
3104	BOND RETIREMENT (CLIPPARD)	\$ 218,400.00	\$ 218,400.00	\$ 218,400.00	\$ -	0.00%				
3104	BONDS - STREET SCAPE	\$ 178,100.00	\$ 178,100.00	\$ 178,100.00	\$ -	0.00%				
3301	BOND RETIREMENT(FIRE DIST)	\$ 241,691.26	\$ 241,691.26	\$ 241,691.26	\$ -	0.00%				
4403	OPWC (BELHAVEN/FLAMINGO)	\$ -	\$ -	\$ -	\$ -	0.00%				
4406	COMMUNITY DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	0.00%				
4408	CDBG (SKYLINE)	\$ -	\$ -	\$ -	\$ -	0.00%				
4409	PWC (BREEZY)	\$ -	\$ -	\$ -	\$ -	0.00%				
	TOTAL	\$ 32,296,883.52	\$ 32,096,907.52	\$ 32,771,460.05	\$ 674,552.53	2.10%				

	Budgeted	Variance	% Variance
Original Temporary Appropriations (December - As Approved by FAC)	\$ 32,296,883.52		
Revised Temporary Appropriations (January - Reduced based on 2013 Actual Spend)	\$ 32,096,907.52	(199,976.00)	-0.62%
Permanent Appropriation Request (March)	\$ 32,771,460.05	674,552.53	2.10%
Net Change from Original	\$ 474,576.53		1.47%

Administration

Department: Administration

Department Head: Frank Birkenhauer

1. Action (Include rationale)

- a. The request is to approve a Maintenance Agreement for the Colerain Gateway fencing at I -275 and Colerain Ave. The fence materials are warranted for 30 years and in speaking to others that have undertaken similar projects there is virtually no maintenance required on the gateway enhancements.

ODOT AGREEMENT NO. : 18378

AGREEMENT

**BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
COLERAIN TOWNSHIP TO MAINTAIN A DECORATIVE VANDAL FENCE ALONG
US 27 BRIDGE OVER IR275; BRIDGE NO. 1403, SFN 3101738**

This Agreement is made by and between the State of Ohio, acting by and through the Director of the Department of Transportation (hereinafter referred to as the "ODOT"), 1980 West Broad Street, Columbus, Ohio 43223 and Colerain Township in Hamilton (hereinafter referred to as the "TOWNSHIP"), acting by and through the Township Trustees, 4200 Springdale Road, Colerain Township, Ohio 45251.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction.
- 1.3 The TOWNSHIP and ODOT agree that it is in the public interest to maintain the decorative vandal fence along US Route 27 bridge over IR 275 that is mounted on the west and east concrete parapets within each bridge expansion joint as needed.
- 1.4 The purpose of this Agreement is to establish the respective responsibilities of the parties with regard to the general maintenance decorative vandal fence.

2. OBLIGATIONS OF THE TOWNSHIP

- 2.1.1 The TOWNSHIP shall perform and be responsible for all general maintenance of the decorative vandal fencing for US Route 27 bridge over IR 275 in Colerain Township.

3. OBLIGATIONS OF THE STATE

- 3.1 ODOT agrees to grant any necessary permits to the TOWNSHIP to use and occupy the Limited Access right-of-way for purposes of general maintenance of the decorative vandal fence.

4. NOTICE

4.1 Notice under this Agreement shall be directed as follows:

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Trustees

Ohio Department of Transportation
District 8
505 South SR 741
Lebanon, OH 45036
Attn: District Deputy Director

5. DEFAULT AND BREACH OF CONTRACT

5.1 Neglect or failure of the TOWNSHIP to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions (EXCEPT THOSE REASONABLY FORESEEABLE IN CONNECTION WITH THE USES CONTEMPLATED BY THIS AGREEMENT), or any other cause not reasonably within the TOWNSHIP'S control. The TOWNSHIP, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

5.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the TOWNSHIP shall have thirty (30) days from the date of such notification to remedy the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the TOWNSHIP to remedy the default shall result in termination of this Agreement by ODOT.

5.3 Upon a termination of this Agreement by ODOT, ODOT shall conduct an inspection of the facility to determine whether the facility has been maintained in an acceptable condition. If the facility is not maintained to an acceptable degree and condition, then ODOT may take any measures necessary to maintain the facility. The TOWNSHIP shall be held responsible for full restitution of all expenses incurred in maintaining the facility.

5.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the TOWNSHIP shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

6. GENERAL PROVISIONS

6.1 The signing of the Agreement does not in any way abridge the right of the Director of Transportation in his jurisdiction over the state highway system. If, at any time, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of the facility, said removal work shall be completed wholly at the expense of the TOWNSHIP, and be made as directed by the Director of Transportation.

6.2 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

6.3 Neither this Agreement nor any rights, duties, or obligation described herein shall be assigned by any party hereto without the prior express written consent of the other parties. Any change to the provisions of this Agreement must be made in a written amendment executed by all parties.

- 6.4 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.5 The District Deputy Director of District 8 shall have full authority to ensure the full compliance of the provisions of this Agreement.
- 6.6 The signing of the Agreement or the doing of any work thereunder shall constitute an agreement by the TOWNSHIP to comply with all of the conditions and restrictions written herein.
- 6.7 The TOWNSHIP shall be responsible for all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect or on account of any wrongful act or omission on the part of the TOWNSHIP as a result of the maintenance of said facility.
- 6.8 The TOWNSHIP shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code Promulgated and enforced by the Ohio Environmental Protection Agency.
- 6.9 This agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon mutual written consent of the parties, this agreement can be renewed for periods of one year.
- 7. SIGNATURES
- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

STATE OF OHIO
Department of Transportation

By: _____
 Jerry Wray, Director

Date: _____

COLERIAN TOWNSHIP

By: _____
 Melinda Rinehart, Township Trustee

Date: _____

COLERIAN TOWNSHIP

By: _____
 Dennis Deters, Township Trustee

Date: _____

By: _____
 Jeff Ritter, Township Trustee

Date: _____