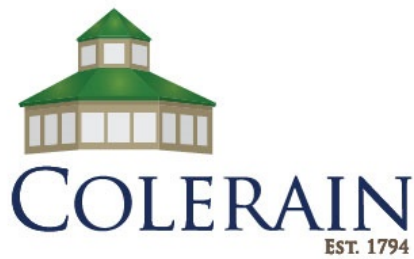


## **Regular Meeting of the Board of Trustees - December**

**December 11, 2018**

- 1. Opening of Meeting**
- 2. Executive Session 6:00 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office** – Approval of Minutes from November 13, 2018, November 27, 2018 and December 4, 2018
- 6. Presentations**
  - a. Presentation by the YMCA
- 7. Citizens Address: Questions Concerning Today's Agenda**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**
  - Public Safety**
    - a. Motion Authorizing Part-Time Department of Fire & EMS Hires
    - b. Motion to Accept a Donation
    - c. Motion Authorizing Creation of New Position within the Police Department
    - d. Motion to Permit Township Administrator to Sign Agreement with the Northwest Local School District for Police Services.
    - e. Motion to Hire School Safety Officer
    - f. Motion to Reclassify Employee
    - g. Motion to Authorize Township Administrator to Sign Agreement with Axon Enterprises
    - h. Motion to Authorize Execution of Personal Services Contract with James Love to Serve as Police Department Public Information Officer
    - i. Motion to Acquire Vehicle On Auction/Destruction List
    - j. Motion to Appoint Police Officer
    - k. Motion to Appoint Police Officer

COLERAIN



- l. Motion to Hire Records Clerk
- m. Motion to Hire Records Clerk

**Public Services**

- a. Motion to Issue a Request for Bids for the 2019 Road Repaving Program
- b. Motion to Accept a Donation

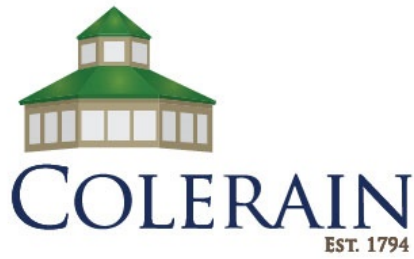
**Planning & Zoning**

- a. Motion to Approve 2019 Meeting & Submission Dates for the Board of Zoning Appeals
- b. Motion to Approve 2019 Meeting & Submission Dates for the Zoning Commission
- c. Motion to Approve Zoning Department 2019 Fee Schedule
- d. Motion to Appoint Members to the Colerain Township Zoning Commission
- e. Motion to Appoint Members to the Colerain Township Board of Zoning Appeals
- f. Recommended Motion to Set Public Hearing on January 8, 2019

**Administration**

- a. Resolution Adopting 2019 Temporary Appropriations
- b. Motion Accepting the 2019 Strategic Plan and Budget Book
- c. Motion To Authorize Execution Of Contract With Waycross Community Media For Video Production Services
- d. Motion to Accept Ohio Plan's Proposal for Property and Casualty Liability Insurance
- e. Motion Authorizing Execution of a Contract with Malwarebytes for Cybersecurity Software
- f. Motion to Authorize Township Administrator to Execute Contract with CMHA for the Purchase of Right of Way on Banning Road
- g. Motion to Approve 2019 Meeting Dates for the Board of Township Trustees
- h. Motion to Authorize the Execution of an Employment Agreement with Emily Randolph
- i. Motion to Approve Merit Pool for Non-Union Employees





- j. Motion to Permit Township Administrator to Execute a Contract with Schroeder, Maundrell, Barbieri, & Powers LLC (SMBP) for Legal Services
  - k. Motion to Authorize Execution of a Contract with InfinityHR for Human Resources Technology
  - l. Motion to Approve Capital Purchase of a Backup Email Server from Server Supply
  - m. First Reading of DRAFT Retire/Rehire Policy
- 11. **Consent Items**
  - 12. **Fiscal Office Report**
    - a. Motion to Approve Payroll, Purchase Orders and Receipts
  - 13. **Citizens Address**
  - 14. **Executive Session** – if needed
  - 15. **Adjournment**

# PRESENTATIONS

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Department: Administration

Department Head:

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## Presentation by the YMCA

### Rationale:

The YMCA currently operates the Colerain Township Senior Center and has a physical location in Colerain Township at 8920 Cheviot Road. This is an opportunity for the YMCA to introduce their new Director (Cindy Rizzo) and to inform residents on the various services that they offer.

# PUBLIC SAFETY

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Department: Fire

Department Head: Frank Cook, Fire Chief

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## Motion Authorizing Part-Time Department of Fire & EMS Hires

Recommend adoption of a motion to conditionally hire the following candidates as part-time fire department employees at the specified hourly pay rates:

- Blake Reiman – Firefighter Emergency Medical Technician (EMT): \$14.50 per hour, and
- Robert Jack – Firefighter EMT: \$14.50 per hour.

### Rationale:

The aforementioned recommended candidates are replacements for part-time firefighter EMT employees that have recently separated from the department. The hiring of the two candidates will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. Their start date will be effective as soon as possible after Sunday, January 13, 2019, following compliance of the aforementioned conditions with a one-year probationary period.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Accept a Donation

Recommend adoption of a motion to accept a \$100.00 donation to the Police Department from Michelle Nieman.

## Rationale:

This donation was given in appreciation for the vacation checks done by our officers throughout the year.

# PUBLIC SAFETY

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Department: Police

Department Head:

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## Motion Authorizing Creation of New Position within the Police Department

Recommend adoption of a motion creating the position of School Safety Officer within the Police Department. If approved, this position would be part-time and would not be eligible for benefits other than payment into PERS, Medicaid and Worker's Compensation. If approved, the position would not exceed 1475 hours per year and the salary would be \$33.00 per hour. The costs associated with this position would be paid in full by the Northwest Local School District.

### Rationale:

This position provides security to the Northwest Local School District middle schools. a requirement of this position is that the candidate is eligible for certification through the Ohio Peace Officers Training Academy, or has retired from law enforcement and meets the provisions of House Bill 218, "The Law Enforcement Officer's Safety Act" which allows qualified persons who are retired from a local, state or federal law enforcement agency to carry concealed firearms.

The term "qualified" is defined as having separated in good standing after serving an aggregate of 10 years with a law enforcement agency where the officer was authorized by law to make arrests, engage in the detection, investigation, prosecution or detention of a person in violation of law.

## **COLERAIN POLICE DEPARTMENT POSITION DESCRIPTION**

**TITLE:** School Safety Officer

**DEPARTMENT:** Colerain Police Department

**SUPERVISOR:** Administrative Sergeant

**FLSA STATUS:** Hourly Non-Exempt

**PREPARED DATE:** November 2018

**GENERAL PURPOSE:** Under the direct supervision of the Administrative Sergeant, the primary responsibility of all School Safety Officer is to provide a safe school environment, free from crime, drug abuse, and violence.

### **ESSENTIAL FUNCTIONS:**

All School Safety Officers must perform each of the following tasks:

- The primary function of the School Safety Officer (SSO) is to provide physical security in the school.
- Provide necessary safety services in and around school property, while providing protection of the school staff, students, and property.
- Have primary accountability to the Administrative Sergeant.
- Maintain a working relationship with all Department personnel, especially personnel in which their schools are located.
- Thoroughly investigate all incidents coming to his/her attention and make appropriate reports.
- Cause a readable copy of all such reports to be made and forward to supervision for review.
- Keep the Administrative thoroughly advised of all incidents coming to the SSO's attention. Extraordinary incidents are to be immediately reported.
- Perform other safety-related duties as directed by the police department and/or school administration.
- Prioritize and promptly respond in a safe manner to dispatched calls related to the schools to ensure that:
  - a) The investigation of any complaint is conducted in a thorough manner, using approved techniques to expedite adjudication or closure.



**Position Description**  
**School Resource Officer**  
**Page 2**

- Conduct preliminary investigations at the scene of incidents to which he/she is summoned or observes, determining what, if any, crime has been committed, taking appropriate actions to ensure the mission of the Department.
- Maintain acceptable standards of conduct.
- Ability to get along with other employees.
- Follow the direction of supervisors.
- Refrain from abusive and threatening conduct toward co-workers.
- Maintain the confidence and trust of peers, superiors and general citizenry.
- Self disciplined, self-motivated and work independently of direct supervision.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION, TRAINING and/or EXPERIENCE:** High school diploma or equivalent, Ohio Peace Officer Training Academy (O.P.O.T.A.) and eligible for certification or a qualified, retired law enforcement officer as defined in “The Law Enforcement Officers’ Safety Act”.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITY:** Requires strength in inter-personal skills as well as the ability to work independently. Must possess leadership skills and knowledge of current law enforcement strategies. Requires ability to handle stressful situations and exhibit compassion and good judgment when dealing with the public.

**SPECIAL REQUIREMENTS:** A valid Ohio state driver’s license. Must be bondable.

**LANGUAGE SKILLS:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups, employees, or the general public.

**MATHEMATICAL SKILLS:** Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of basic algebra and geometry. Ability to calculate figures and amounts and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**REASONING ABILITY:** Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**TOOLS AND EQUIPMENT USED:** Officers must qualify with firearms, and other offensive and defensive weapons. Meet O.P.O.T.A. yearly firearm standards, officers are provided the use of handcuffs,

**Position Description**  
**School Resource Officer**  
**Page 3**

IMPACT weapon, mace, TASER, police communication equipment, gun belt, personal computers and RCIC system, proper use of a flashlight and the operation of a police vehicle under routine and emergency conditions within local and state laws.

**ATTENDANCE REQUIREMENTS:** In accordance with hours scheduled by the Chief of Police. It is the employee's obligation to have regular and predictable attendance.

**PHYSICAL DEMANDS:** While performing the duties of this job, the employee is frequently required to sit, talk and hear, use hands and fingers to handle or feel objects, tools, or controls and to reach with hands and arms.

The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods. Must be able to walk on foot over rough terrain at varying degrees of slope.

Must be able to overcome resistance of a subject resisting arrest, ability to defend one-self and/or protect others from injury. Employee may be occasionally involved in physical confrontation up to and including life-threatening situations.

Officers must operate emergency vehicles under stressful conditions.

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

**SELECTION GUIDELINES:** Formal application, rating of education and experience, oral interviews, reference/background check, CVSA/polygraph test, drug testing, and/or job-related testing may be required.

**PERFORMANCE REVIEW GUIDELINES:** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of a specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**CAUSE FOR REMOVAL:** The incumbent may be removed with or without fault. Economic conditions that cause reductions in work force, the member's inability to attend regularly to work, and a failure to perform competently on any of the essential functions of the position or consistently failing to perform competently on regular tasks are among major reasons for job removal without fault. Failures to support the mission, uphold the oath of office, behave in a manner that supports the Police Departments Code of Ethics, continually comply with preconditions for original employment, or fail to display due regard for the civil liberties of any persons, accruing atypical amounts of dysfunctional work time, or requiring atypical amounts of supervisory counseling or remedial training will lead to removal with or without fault.

# PUBLIC SAFETY

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Department: Police

Department Head:

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Motion to Permit Township Administrator to Sign Agreement with the Northwest Local School District for Police Services.

Recommend adoption of a motion to permit Township Administrator Geoff Milz to sign a two-year agreement with the Northwest Local School District for police services in the amount of \$126,600 for the remainder of the 2018/2019 school year and \$226,800 for the 2019/2020 school year.

Rationale:

This agreement is in addition to the existing agreement for police services already in effect with the District. It will allow for the hiring, training and equipping of up to (3) part-time School Safety Officers for the Northwest Local School District's middle schools.

## SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between **COLERAIN TOWNSHIP, OHIO**, an Ohio township ("Township"), and the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT** ("Board").

1. The Township agrees to provide no more than three (3) police officer(s) to the Board, said officer to be known as a "school security officer (SSO)."
2. The SSO shall perform any and all duties required to assist the school in issues of safety and any other police related matters that may be of interest to the Township and Board.
3. Specific duties and responsibilities of both the SSO will be determined by a joint job description for that position, written by the Chief of Police and the School District Superintendent, or his designee.
5. The scope of accountability of the assigned officers shall be as follows:
  - a. The officer's primary assignment during the school year shall be to the Northwest Local School District Board of Education, unless an immediate need for the officer to respond as a patrol officer is identified on behalf of the community or Colerain Township Police Department.
  - b. The officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department and of the Chief of Police of Colerain Township, and subject to the rules, regulations, and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. It is mutually agreed the officer will be assigned to specific duties at the assigned school that most benefit the mission of the Police Department and School District, while not being contradictory to police procedure or policies of the Colerain Police Department.

The officers shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties

as the school resource officer and Investigator; however, the officers' primary supervisor shall at all times be the Chief of Police of Colerain Township.

6. The Board and the Township agree to the following financial and placement arrangement:
  - a. The placement of the officer pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and Township, or their respective designees. This includes locations for the placement of the officer as well as the days and hours to be worked by the officer.
    1. There will be no more than three (3) SSO assigned to the District and those officer shall be placed at one of the three District's middle schools; however, nothing in this Agreement limits the ability of the SSO to provide services or respond to needs at the other schools operated by the Board.
  - b. In the event an assigned school resource officer is sick, in required training, or otherwise off work for more than two consecutive working days, a replacement officer shall be assigned by the Township at the same rate of pay as the normally assigned officer, regardless of the replacement officer's current rate of pay.
7. The Board agrees to pay the cost of the officer(s) as indicated in Attachment A.
  - a. The Township shall provide an invoice for the cost of the officer monthly to the Board.
  - e. The Board will make such payment to the Township within thirty days of receipt of an invoice.
9. The term of this Agreement commences on January 1, 2019 and shall end on May 31, 2020. The parties must agree to any subsequent renewal in writing.
  - b. This Agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party.

10. Should state, federal or other grants or funds become available to pay all or a portion of the costs of the school resource officers, the Board and Township agree to cooperate as follows:
  - a. Both the Board and Township must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.
  - b. The proceeds of all grants or other funding source shall be utilized by the Board and Township equally to reduce the costs incurred by both parties.
11. The Township shall provide all training to the SSO, to include the 40-hour School Resource Officer Academy.
12. The Police Department will maintain the "Mutual Aid" agreements with Green Township Police to allow for cooperative investigations and enforcement without request.
13. Independent Contractor: The Police Department of the Township of Colerain, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the Police Department and/or the school resource officer by the Board. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Township agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the Township, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board by the Township within ten (10) days following receipt of an invoice therefor.
14. Liability Insurance:

The Township shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance, which will cover the school resource officer's duties and



responsibilities and will name the Township as an additional insured on said policy.

15. Equipment and Facility:

The Township shall be responsible for providing and maintaining all uniforms and equipment necessary for the school resource officer to perform his/her duties as a police officer. The Board shall provide the SSO with sufficient space to prepare reports, meet with students, staff, etc. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

16 All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of the officer assigned to the role of SSO. Colerain Police supervisors will seek input from Northwest Local School District personnel while preparing these reviews.

17. The employment rights, promotional opportunities, training opportunities, and fringe benefits of the employee assigned to the position of investigator, under a contractual agreement shall not be limited based on the employee's participation in the contractual agreement.

18. Either party may request a meeting to review or revise this agreement, if needed. All portions of this agreement will be reviewed by both parties on a yearly basis.

WITNESS the signature of the parties aforesaid, this \_\_\_\_ day of \_\_\_\_ 2018.

**NORTHWEST LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Amy M. Wells, CFO/ Treasurer      Date

By: \_\_\_\_\_  
Pam Detzel, Board President      Date

**COLERAIN TOWNSHIP, OHIO**

By: \_\_\_\_\_  
Geoff Milz, Administrator      Date

Approved as to Form By: \_\_\_\_\_  
Mr. Larry Barbieri, Township Law Director      Date

### Attachment A

The contracting parties have reviewed the estimated expenses of this service attached to and made a part of this contract. The parties agree that the School District is responsible only for the costs provided in "Attachment A."

For the remainder of the 2018/2019 School Year: The expense for services provided to the Northwest Local Schools in the agreement is \$42,200 per officer. The Township will invoice the School District in 5 equal billings statements of \$8,400 per month per officer. As defined in the contract, the expenses will not exceed \$42,200 per officer.

2019/2020 School Year: The expense for services provided to the Northwest Local Schools in the agreement is \$75,600 per officer. The Township will invoice the School District in 9 equal billings statements of \$8,400 per month per officer. As defined in the contract, the expenses will not exceed \$75,600 per officer.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Hire School Safety Officer

Recommend adoption of a motion to hire Herb Doerflein as a School Safety Officer.

If approved, Mr. Doerflein's salary would be \$33.00 per hour not to exceed 1475 hours. He would receive no benefits other than payment into PERS, Workers' Compensation and Medicare.

Mr. Doerflein's hiring would be contingent upon successful completion of a medical and psychological evaluation. His hiring would be effective January 1, 2019.

## Rationale:

Mr. Doerflein is a retired Hamilton County Sheriff's Corporal and spent much of his career in Colerain and Green Township. He retired in good standing and meets all of the qualifications in the School Safety Officer job description. This position was posted publicly for several months. Mr. Doerflein is the father of Detective Dean Doerflein.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Reclassify Employee

Recommend adoption of a motion to reclassify Andrew Demeropolis from Records Clerk in the Impound Lot to School Safety Officer.

If approved, his salary would be \$33.00 per hour and would be effective January 1, 2019.

## Rationale:

Mr. Demeropolis is long-time Township employee and previously served as a school resource officer at Northwest High School. This position is funded in full by the Northwest Local School District.

This position was posted for several months.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Authorize Township Administrator to Sign Agreement with Axon Enterprises

Recommend adoption of a motion to authorize Township Administrator Geoff Milz to sign an agreement with Axon Enterprises for the purchase of body cameras. This agreement is for \$211,726.50 over (5) years. Approval of this agreement in 2018 will save the Township \$29,954.

### Rationale:

Our previous body cameras have proven to be inefficient and inadequate for the demand our officers place upon them. Instead of replacing units that are not adequate, the Police Department conducted a trail period with the Axon body camera.

The trail period has shown that these units are more than capable of delivering the needed service, while also offering additional benefits not offered by our previous vendor.

The agreement provides body cameras for each officer and detective as well as a redaction software suite and storage for the body camera data. In addition, the agreement calls for replacements of the cameras in 2 1/2 years. There is also a connection to the Police Department's Computer Aided Dispatch which substantially speeds-up the download process.

The dock, batteries and warranty are all included in the agreement.





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## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

**"Confidential Information"** means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Evidence.com Service"** means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

**"Products"** means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

**"Quote"** is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

**"Services"** means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote

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pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
  - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
  - 7.2 **Warranty Limitations.**
    - 7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.
    - 7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above**

are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

**7.2.3** Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

**7.3** **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate Product user manual or quick start guide.

**7.3.2** Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

**7.3.3** A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

**8** **Product Warnings.** See Axon's website at [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.

**9** **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

**10** **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

**11** **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement,

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except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

**15** **Termination.**

**15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

**15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement

may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

**15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

## **16 General.**

**16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

**16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

**16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

**16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any

of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without





reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
contracts@axon.com

Agency:

**16.15 Entire Agreement.** This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## Evidence.com Terms of Use Appendix

1     **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2     **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3     **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4     **Evidence.com Data Security.**

4.1.     **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

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Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

**4.2. FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

**5. Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

**5.1. Support of Android Applications.** For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

**6. Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

**7. Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

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archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1. The Termination provisions of the Master Service Agreement apply;
- 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at [www.axon.com](http://www.axon.com)).

- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination

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during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12**     **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

## Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Body Worn Camera Full Service Package (BWC Full Service).** The BWC Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$2,500 per day. The full set of service options includes:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Setup Axon View on smart phones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access</li> <li>• Work with IT to install Evidence Sync software on Agency computers (if applicable)</li> <li>• One on-site session included</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary</li> <li>• Authenticate Dock with Evidence.com using "admin" credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"> <li>• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera products and Evidence.com Service</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com
<b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
<b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
<b>End user go live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Evidence.com and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go live review</b>

- 3 Body Worn Camera 1-Day Service (BWC 1-Day).** The BWC 1-Day Package includes one day of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,500 per day. The BWC 1-Day Package options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Setup Axon Mobile on smart phones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access</li> <li>• Work with IT to install Evidence Sync software on Agency computers (if applicable)</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary</li> <li>• Authenticate Dock with Evidence.com using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b></p> <p>Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations</p>
<p><b>End user go live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Evidence.com and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b></p> <p>Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

- 4 Body Worn Camera Virtual 1-Day Service (BWC Virtual).** The Axon BWC Virtual Package includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 CEW Services Packages.** CEW Services Package are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Evidence.com categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Evidence.com.</li> <li>• Work with IT to install Evidence Sync software on Agency computers (if applicable).</li> <li>• Register users and assign roles in Evidence.com.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b></p> <p>Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout</p>
<p><b>Best practice implementation planning session to:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss importance of entering metadata and other best practice for digital data management</li> <li>• Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li> </ul>



<p><b>System Admin and troubleshooting training sessions</b></p> <p>On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com</p>
<p><b>Evidence.com Instructor training</b></p> <ul style="list-style-type: none"> <li>• Axon's professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at the Agency</li> <li>• <b>For the CEW 1-Day Service Package:</b> Training for up to 1 individual at the Agency</li> </ul>
<p><b>TASER CEW inspection and device assignment</b></p> <p>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.</p>
<p><b>Post go live review</b></p> <p><b>For the CEW Full Service Package:</b> On-site assistance included.</p> <p><b>For the CEW 1-Day Service Package:</b> Virtual assistance included.</p>

- 6 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition Service Package includes the following:

<p><b>Archival of CEW Firing Logs</b></p> <p>Axon's on-site professional services team will upload CEW firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.</p>
<p><b>Return of Old Weapons</b></p> <p>Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction</p>

- 7 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services will be considered out of the scope.

8 **Delivery of Services.**

- 8.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 8.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 9 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

- 10 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or



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electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

- 11 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 12 **Liability for Loss or Corruption of Data.** For any work performed by Axon transiting or making use of Agency's network, maintenance and functionality of the network are the sole responsibility of the Agency. In no event will Axon be liable for loss, damage, or corruption of Agency's network infrastructure from any cause.

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## Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b)

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only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
- 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
- 6.2. **OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of

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the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

- 9 TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
- 9.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
  - 9.2.** Axon will not and has no obligation to provide the free upgrades.
  - 9.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
  - 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
  - 9.5. Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:
    - 9.5.1.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
    - 9.5.2.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
    - 9.5.3.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each Covered Product.

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## Axon Commander™ Software Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, are owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where “use” and “using” in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.
2. **Term.** The term for the Commander license, as well as for any maintenance, will begin upon the completion of Commander installation services by Axon.
3. **License Restrictions.** The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon’s affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.
4. **Support.** Axon may make available updates and error corrections (collectively, “Updates”) to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency’s responsibility to establish and maintain adequate

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access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

5. **Termination.** This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

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## Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
  - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
  - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
  - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
  - 5.1. Making available its relevant systems, including its current CAD or RMS, for



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- assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
  - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
  - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
  - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
  - 5.6. Ensuring that all appropriate data backups are performed;
  - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
  - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
  - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
  - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

- 6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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## Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where “use” and “using” in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.
2. **License Restrictions.** The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.
3. **Support.** The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

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4. **Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.
  5. **Termination.** This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.
  6. **Export Controls (U.S. and Canada Only).** EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

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## Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Room Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
  - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
  - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
  - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
    - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination

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and no refunds will be given.

**4.1.2.** Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

**5**     **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

**6**     **Axon Interview Unlimited.** For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

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## Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
  - 5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
  - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide

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extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

- 5.3.** If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

**6**     **Fleet Wireless Offload Service.**

- 6.1. License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

- 7**     **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

- 8**     **Axon Fleet Unlimited.** Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty.

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Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 9**     **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:
- 9.1.**     Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
  - 9.2.**     Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
  - 9.3.**     The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
  - 9.4.**     The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

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## Signal Sidearm Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

- 1 **Signal Sidearm Term.** The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.
- 2 **Signal Sidearm Warranty Coverage.** The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term. Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment.
- 3 **Spare Product.** Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.
- 4 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:
  - 4.1. If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.
  - 4.2. Signal Sidearm warranty coverage will terminate as of the date of termination and no refunds will be given.
  - 4.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.



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# Axon Application Programming Interface

## Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

### 1 **Definitions.**

**"API Client"** means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

**"API Interface"** means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

**"Evidence.com Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

**"Use"** means any operation on the Agency's data that is enabled by the supported API functionality.

### 2 **Purpose and License.**

- 2.1. The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 2.2. Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3 **API Configuration.**

- 3.1. The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.
- 3.2. In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

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- 4 **Agency's Responsibilities.** When using the API Service, the Agency and its end users may not:
- 4.1. use the API Service in any way other than as expressly permitted under this Agreement;
  - 4.2. use in any way that results in, or could result in, any security breach with respect to Axon;
  - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
  - 4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;
  - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;
  - 4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;
  - 4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
  - 4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.
- 5 **API Content.** All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither the Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.
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## Advanced User Management Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

- 1 **Scope.** Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.
- 2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

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## Axon Third Party Data Ingestion Services Appendix

1     **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2     **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3     **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4     **Delivery of Data Ingestion Services.**

4.1.   **Project Management.** Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2.   **Changes to Services.** Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3.   **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5     **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1.   Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2.   Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and

- 
- exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);
- 5.3.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;
  - 5.4.** Ensuring that all appropriate data backups are performed;
  - 5.5.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;
  - 5.6.** Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and
  - 5.7.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.



17800 N. 85th St., Scottsdale, Arizona 85255 \* 480-991-0797 \* Fax 480-991-0791 \* www.axon.com

February 6, 2018

**To: United States federal, state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

### **Axon Digital Evidence Solution Description**

#### **Axon Flex 2 Video Camera (DVR)**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet Camera**

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).

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<sup>1</sup> Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

#### **Evidence.com Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement

- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Evidence.com for Prosecutors**

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon Convert Application (Formerly Amped DVRConv)**

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.



**Axon Detect (Formerly Amped Authenticate)**

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

**Axon Five (Formerly Amped FIVE)**

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

**Axon View Application**

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

**Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

**Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

**Axon Brand Model Numbers**

1. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547

- Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
  7. Axon Body 2 Camera Model: 74001
  8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509
  9. Axon Fleet Camera Model: 74001
  10. Axon Signal Unit Model: 70112
  11. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
  12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

### **Axon Product Packages**

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

<b>SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS</b>	<b>SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS</b>
<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 480-905-2000 or 800-978-2737</b> <b>Fax: 480-991-0791</b>	<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 480-905-2000 or 800-978-2737</b> <b>Fax: 480-991-0791</b>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.



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**Q-181751-43369.624RM**

Issued: 09/26/2018

**Quote Expiration: 12/15/2018**

Account Number: 108461

Start Date: 12/15/2018  
Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

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**SHIP TO**

Mark Denney  
Colerain Township Police Dept. - OH  
4200 SPRINGDALE ROAD  
CINCINNATI, OH 45251  
US

**BILL TO**

Colerain Township Police Dept. - OH  
4200 SPRINGDALE ROAD  
CINCINNATI, OH 45251  
US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	9	336.00	336.00	3,024.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	47	180.00	180.00	8,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	470	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	6	468.00	468.00	2,808.00
85110	EVIDENCE.COM INCLUDED STORAGE	180	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	50	240.00	240.00	12,000.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	50	180.00	180.00	9,000.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	50	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	50	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	50	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	50	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	9	42.00	42.00	378.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	9	1,495.00	1,495.00	13,455.00

## Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
85146	AXON 1-DAY SERVICE	1	2,000.00	2,000.00	2,000.00
				Subtotal	57,375.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	57,375.00

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	50	180.00	180.00	9,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	9	336.00	197.00	1,773.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	47	180.00	180.00	8,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	470	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	6	468.00	468.00	2,808.00
85110	EVIDENCE.COM INCLUDED STORAGE	180	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	50	240.00	240.00	12,000.00
				Subtotal	38,728.50
				Estimated Tax	0.00
				Total	38,728.50

### Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	50	180.00	180.00	9,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	9	336.00	197.00	1,773.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	47	180.00	180.00	8,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	470	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	6	468.00	468.00	2,808.00
85110	EVIDENCE.COM INCLUDED STORAGE	180	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,500	0.75	0.75	4,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	50	240.00	240.00	12,000.00
Subtotal					38,166.00
Estimated Tax					0.00
Total					38,166.00

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	50	180.00	180.00	9,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	9	336.00	197.00	1,773.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	47	180.00	180.00	8,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	470	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	6	468.00	468.00	2,808.00
85110	EVIDENCE.COM INCLUDED STORAGE	180	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	50	240.00	240.00	12,000.00
Subtotal					38,728.50
Estimated Tax					0.00
Total					38,728.50

## Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	50	180.00	180.00	9,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	9	336.00	197.00	1,773.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	47	180.00	180.00	8,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	470	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	6	468.00	468.00	2,808.00
85110	EVIDENCE.COM INCLUDED STORAGE	180	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	50	240.00	240.00	12,000.00
Subtotal					38,728.50
Estimated Tax					0.00
Total					38,728.50
<b>Grand Total</b>					<b>211,726.50</b>

## Discounts (USD)

Quote Expiration: 12/15/2018

List Amount	241,680.50
Discounts	29,954.00
<b>Total</b>	<b>211,726.50</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	57,375.00
Spares	0.00
Year 2	38,728.50
Year 3	38,166.00
Year 4	38,728.50
Year 5	38,728.50
<b>Grand Total</b>	<b>211,726.50</b>



## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b>	_____	<b>Date:</b>	_____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>PO# (Or write N/A):</b>	_____		

Please sign and email to Russ Myers at [rmyers@axon.com](mailto:rmyers@axon.com) or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-181751-43369.624RM

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# PUBLIC SAFETY

---

Department: Police

Department Head: Mark Denney, Police Chief

---

Motion to Authorize Execution of Personal Services Contract with James Love to Serve as Police Department Public Information Officer

Recommend adoption of a motion authorizing Township Administrator Geoff Milz to sign a renewal of the personal services contract of James Love as the Police Department's Public Information Officer. If approved, the contract would be effective from January 1, 2019 through December 31, 2019. The compensation would be \$12,156 billed monthly at \$1,013 per month.

Rationale:

This would be the 4th renewal of this personal services contract and the first increase in compensation in that time. If approved, the increase would be \$60.00 per month. James Love routinely works 10-20 hours per week (available 24 hours a day) and often works many more hours.

## **PERSONAL SERVICES AGREEMENT COLERAIN TOWNSHIP CONSULTANT**

This agreement is made and entered into this 11th day of December, 2018, by and between **Colerain Township, Hamilton County, Ohio**, 4200 Springdale Road Colerain Township, OH 45251, and James Love, hereinafter referred to as ("Contractor).

### **TERM**

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from January 1, 2019 to December 31, 2019.

### **SERVICES**

2.01 The Contractor shall serve as a consultant to Colerain Township with respect to serving as the Public Information Officer (PIO) for the Police Department.

### **COMPENSATION**

3.01. The Contractor shall receive compensation of \$1013.00 per month, for the performance of his duties PIO.

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

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

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

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

**TERMINATION**

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

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

**COLERAIN TOWNSHIP  
HAMILTON COUNTY, OHIO**

**By: \_\_\_\_\_**  
**Contractor**

**Date: \_\_\_\_\_**

**By: \_\_\_\_\_**  
**Township Administrator**

**Date: \_\_\_\_\_**

# PUBLIC SAFETY

---

Department: Police

Department Head: Mark Denney, Police Chief

---

## Motion to Acquire Vehicle On Auction/Destruction List

Recommend adoption of a motion to acquire a 2005 Ford F-150, currently in our impound lot awaiting destruction/auction, for law enforcement use.

### Rationale:

The vehicle was impounded and abandoned and is now ready to be auctioned or scrapped pursuant to Ohio law. The Police Department is in need of a vehicle for undercover police use. The truck has been inspected by the fleet mechanic and is in good working condition.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Appoint Police Officer

Recommend adoption of a motion to appoint William Hane to the position of fulltime police officer.

Mr. Hane's appointment would be contingent upon the successful completion of a medical and psychological evaluation.

If approved, Mr. Hane's salary would be \$53,000 and he would serve a one-year probationary period. His hiring would be effective January 1, 2019.

## Rationale:

William Hane is currently employed with the Hamilton County Sheriff's Office and is a 2014 graduate of Ashford University where he received his Bachelor's Degree in Emergency Management and Political Science.

He is also a 2016 graduate of the Butler Tech Police Academy.

This position is a backfill of an existing position.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

---

## Motion to Appoint Police Officer

Recommend adoption of a motion to appoint Zachary Elston to the position of fulltime police officer.

Me. Elston's appointment is contingent upon the successful passage of a psychological evaluation.

If approved, Mr. Elston's salary would be \$65,000 and he would serve a one year probationary period.

This is a backfill of an existing position. His hiring would be effective December 12, 2018.

## Rationale:

Mr. Elston is currently employed by the North College Hill Police Department and has five years' experience as a police officer.

Mr. Elston is a United States Air Force veteran and is currently serving in the Air Force Reserves. Mr. Elston is a Colerain Township resident and graduated from the Butler Tech Police Academy.

# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Hire Records Clerk

Recommend adoption of a motion to hire Paula Adkins as a Records Clerk.

This hiring backfills an existing vacancy created by the promotion of Ashley Johnson to the role of Police Officer.

If approved, Ms. Adkins salary would be \$15.00 per hour and her hiring would be effective December 12, 2019.

## Rationale:

Ms. Adkins scored first in the most recent clerk hiring process.

Ms. Adkins is a Colerain Township resident and is currently employed at the Wellington at North Bend Crossing.



# PUBLIC SAFETY

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Department: Police

Department Head: Mark Denney, Police Chief

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## Motion to Hire Records Clerk

Recommend adoption of a motion to hire Amy Piening as a Records Clerk.

If approved, Mrs. Piening's salary would be \$15.00 and she would serve a one year probationary period. The hiring would be effective December 12, 2018.

## Rationale:

This position fills the vacancy created by the reclassification of Andrew Demeropolis from records clerk at our impound lot to School Safety Officer. Mr. Demeropolis previously worked 30 hours per week in this position and there is a need for an additional 10 hours to properly run the impound lot.

# PUBLIC SERVICES

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Department: Public Services

Department Head:

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## Motion to Issue a Request for Bids for the 2019 Road Repaving Program

Recommend approval of a motion to issue a Request for Bids for the 2019 Road Repaving Program.

### Rationale:

In the late Fall/early Winter of each year, the Board of Trustees will determine and adopt a road reconstruction program for the following year. This process typically coincides with the adoption of the annual budget, as the adopted appropriations will determine the total length of roadway that can be resurfaced in any given year.

For 2019, the Township is proposing that all streets on the 2019 Road Program receive a minimum of a two-inch mill of the current surface and two-inch fill with new liquid asphalt. This is consistent with past practice and the total depth of mill and fill will vary slightly in different areas of each street. These streets will also receive new curbs and needed repairs to storm basins.

The following roads are recommended for repair in 2019:

- Overdale Dr.
- Sagemeadow Dr.
- Twinwillow Ln.
- Regal Ln.
- Current Ln.

The only change from the 2018 road program is an expansion of the curb width from 25 inches to 28 inches.



## MEMORANDUM

To: Colerain Township Board of Trustees  
From: Jeff Weckbach, Assistant Township Administrator  
CC: Geoff Milz, Township Administrator  
Kevin Schwartzhoff, Director of Public Services  
Subject: 2019 Road Paving Program Recommendation  
Date: October 17, 2018

---

### SUMMARY

#### *PROPOSED 2019 ROAD REPAIR PROGRAM:*

Name	PCI Score	Last Major Work Date	Length	Estimated Cost
Overdale	23	1993	3,088	426,476
Sagemeadow	11	N/A	1,739	311,877
Twinwillow	19	N/A	972	120,644
Regal	33	1986	2,271	217,282
Current	56	1986	793	133,554
<b>TOTAL</b>			<b>8,863</b>	<b>1,209,833</b>

### BACKGROUND

In the late Fall/early Winter of each year, the Board of Trustees will determine and adopt a road reconstruction program for the following year. This process typically coincides with the adoption of the annual budget, as the adopted appropriations will determine the total length of roadway that can be resurfaced in any given year. The number of roads to be repaved will vary annually based on the size of the budget, length of roadway, and paving strategy. The Public Services Department will start the formal procurement process after adoption of the program and budget by the Board of Trustees.

For perspective, Colerain Township currently has accepted and maintains an inventory of approximately 116 miles of roadway. For 2019, the Township is proposing that all streets on the 2019 Road Program receive a minimum of a two-inch mill of the current surface and two-inch fill with new liquid asphalt. This is consistent with past practice and the total depth of mill and fill will vary slightly in different areas of each street. These streets will also receive new curbs and needed repairs to storm basins.

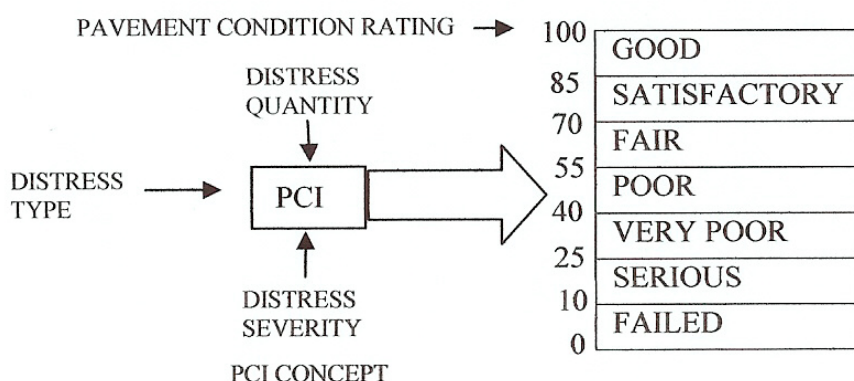
Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251  
gmilz@colerain.org • www.colerain.org  
Phone (513) 385-7500 • Fax (513) 245-6503

**Trustees:** Greg Insco, Raj Rajagopal, Daniel Unger  
**Fiscal Officer:** Heather E. Harlow  
**Administrator:** Geoff Milz

## ANALYSIS

Each year the Public Services Department and Township Administration consider a number of roads for repair and develop a final list of roads based on the projected budget availability. For 2019, there is projected to be a total budget of \$1,250,000 for road repair from the Rumpke Settlement Agreement.

All Township roads are assessed a Pavement Condition Index (PCI) score, which identifies the overall quality of the road surface and subsurface. PCI scores roads on a scale of zero to one-hundred. In Colerain Township, employees of the Public Services Department assess each road in the Township approximately every three years and assign a PCI score to each road based a number of criteria. Each road is unique and the overall quality of the road is dependent on the frequency of use, age, type of material used to construct the road, amount of water infiltration, and the types of vehicles that use the road (i.e. tractor trailers vs. sedans). Right now Colerain Township is set to perform a full reevaluation of all PCI scores in the Fall of 2019.



While a PCI score is a major factor in determining which roads get repaired, the Township also considers several other factors:

- Overall condition of existing curbs (as curb failures can lead to water infiltration and future road failures)
- Volume of minor road work within the past several years (hot patch, cold patch, crack seal)
- Number of residents affected by the project (per capita effect of the repair)
- Proximity to other recent road projects

These above factors may result in a road moving up or down the list in any given year. Also, it is worth mentioning that some streets do reach a point where a two-inch mill and fill will not repair the road, as there are significant issues with the street subsurface. The cost of a full depth roadway repair is significantly more than a two-inch mill and fill. It is unlikely that our current budget could support any/many projects of this size. In these circumstances, the Township will attempt to secure state funding through the SCIP program to assist the Township with the replacement.

When possible, the Township will also consider repairing multiple roads in one subdivision in order to create an economy of scale and save dollars on mobilization costs. However, this is not always the most

cost effective approach as each road in a neighborhood has a unique traffic pattern and certain side streets or cul-de-sacs may have a much higher PCI score than a proposed road in the program.

The entire road program contains a 15% contingency for a potential full depth repair if needed. For perspective, a small stretch of roadway in the 2018 Road Repair Program required a full depth repair and this one stretch consumed the entire contingency for the 2018 Road Repair Program.

## RECOMMENDATION

Below is a list of the projects that were identified by Administration and Public Services for inclusion in the 2019 road program. This list contains general bullet points/background information that factored into the decision for the inclusion of the road. *These roads are listed in order of importance.*

1. Overdale Dr. – Estimated Cost: \$426,476
  - a. A number of visible failures in the roadway
  - b. Many of the curbs have failed or are close to failure which can lead to larger roadway problems if not addressed
  - c. A number of storm basins are in need of work
  - d. Various drainage issues also exist on this road
2. Sagemeadow Dr. – Estimated Cost: \$311,877
  - a. Roadway has seen major crack seal work and is failing in several locations
  - b. Remainder of connector streets are in better shape
  - c. Connects directly to Woodsong which was just repaved
3. Twinwillow Ln. – Estimated Cost: \$120,644
  - a. Has had a lot of patchwork over the past few years
  - b. Major potholes visible on the street surface
  - c. Many of the curbs have failed or are close to failure which can lead to larger roadway problems if not addressed
4. Regal Ln. – Estimated Cost: \$217,282
  - a. Stretches of this road are failing
  - b. Curbs have major cracks with significant vegetation growth
  - c. Many of the curbs have failed or are close to failure which can lead to larger roadway problems if not addressed
5. Current Ln. – Estimated Cost: \$133,554
  - a. Many of the curbs have failed
  - b. There is grass and vegetation growing in portions of the street
  - c. The Township has conducted a lot of crack seal work in the past
  - d. A number of storm basins are in need of work
  - e. This would connect to another recent road project (Paprika)

A sub recommendation is to continue to identify opportunities to save dollars on road projects and to reinvest any project savings into additional roads, when possible.

I want to extend a special thank you to Todd Bandy, Kraig Rieman, Dan Schulte, and Kevin Schwartzhoff for their assistance with this report and for their assistance with the determination of the 2019 Road Program. I also want to thank the entire Public Services Department for their continued dedication and work to provide Colerain Township residents and neighborhoods with the best possible streets on a shoestring budget.



**COLERAIN TOWNSHIP PUBLIC WORKS DEPARTMENT**  
**ROAD DIVISION**  
**GENERAL**  
**2019 SPECIFICATIONS**  
**FOR**  
**CONTRACT 19-1 ROAD IMPROVEMENTS**

**ROAD IMPROVEMENTS** include such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing. Pipe work

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

**Trustees:** Greg Insko, Raj Rajagopal, Daniel Unger  
**Fiscal Officer:** Heather E. Harlow  
**Administrator:** Geoff Milz





## **LEGAL NOTICE**

Sealed proposals will be received at the Public Works Building, 4160 Springdale Road, Colerain Township, Ohio 45251, until 10:00 am at which time they will be publicly opened.

All bids for street repair shall be in accordance with specifications prepared by the Public Services Department and may be picked up at Public Works Building, 4160 Springdale Road, between the hours of 9:00 a.m. and 3:00 p.m., weekdays, at a non-refundable cost per set as stated below:

**Contract 19-1 Road Improvements - \$35.00** - includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing.

Contractors must comply with the prevailing wage rates for the State of Ohio.

The Board of Trustees reserves the right to accept or reject any or all bids or parts of any and all bids, and to withhold final awarding of contracts for 60 days after opening of bids.

Geoff Milz  
Administrator, Colerain Township

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

Trustees: Greg Insko, Raj Rajagopal, Daniel Unger  
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**HAMILTON COUNTY, OHIO**  
**COLERAIN TOWNSHIP**  
**SPECIFICATIONS AND CONTRACT**  
**FOR**  
**CONTRACT 19-1 ROAD IMPROVEMENTS**

Furnishing all necessary labor, material, and equipment necessary for work which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing. on various Township streets located in Colerain Township, Hamilton County, Ohio. All work to conform to the State of Ohio Department of Transportation "Construction and Material Specifications" dated January 15, 2016 with supplement of changes thereto, specifications herein and notes on the plans.

**COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO**

Date and Time of Bid Opening:

Public Works Building  
4160 Springdale Road  
Colerain Township, Ohio 45251

Date of Completion:                      Resurfacing and Related

## Part I

### **NOTICE TO BIDDERS**

OFFICE OF THE COLERAIN TOWNSHIP BOARD OF TRUSTEES HAMILTON COUNTY,  
Colerain Township, Ohio,

SEALED PROPOSALS WILL BE RECEIVED at the PUBLIC WORKS BUILDING,  
HAMILTON COUNTY, OHIO, 4160 Springdale Road, Colerain Township, Ohio until February 8th at  
11:00 am, for the following Township work, under Specification No.19-1.

Road Improvements include such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing.

In accordance with the estimates and specifications therefore on file in the Office of the PUBLIC WORKS DIRECTOR of said Township.

Detailed information for the work may be obtained at the Office of the PUBLIC WORKS DIRECTOR.

Each proposal must be accompanied by a one hundred percent (100%) bid guaranty bond or a certified check, cashier's check, or letter of credit on a solvent bank in an amount equal to ten percent (10%) of the bid, conditioned that the bidder shall, if his bid is accepted, execute a contract in conformity to the invitation and his bid.

Bidders must use the printed forms provided herein.

This notice shall serve as a reminder to all bidders that when bidders discover plan or quantity errors, the bidders have an affirmative legal duty to notify Colerain Township Road Department of those errors. To attempt to take advantage of plan or quantity errors either by unbalancing your bid or otherwise is wrong and will place your bid in jeopardy.

When an error is discovered, the bidders are required to contact the Colerain Township Road Department at 4160 Springdale Road at 513-385-7502. All telephone calls and letters are logged. The information received from the bidders is evaluated to determine whether or not an addendum is necessary.

Our competitive bid letting process requires your cooperation in this matter in order to protect both Colerain Township and the participants in our bid letting process.

The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.

The BOARD OF TRUSTEES reserve the right to reject any or all bids, or to accept or reject any part thereof.

## PART III

## INFORMATION FOR BIDDERS

### Section A. Definitions

As used in this document, the following words shall have the meanings shown:

Township shall mean the Board of Trustees of Colerain Township, Hamilton County, Ohio.

Public Works Director shall mean the Colerain Township Public Works Director and/or any of his duly appointed representatives.

Bidder shall mean any person, partnership, or corporation that contemplates submitting, or actually submits a Proposal for doing the work described in the Notice to Bidders (Part I).

Contractor shall mean the Bidder with whom the Township signs the Contract in Part V.

Proposal shall mean this complete document plus the information supplied by the Bidder on the forms in Part IV.

Contract shall mean the Proposal which is accepted and signed by the Township and the Bidder judged to have submitted the Proposal most advantageous to the Township.

Plans shall mean the surveys, plans, cross-sections, and other drawings and estimates prepared to define the project under consideration.

Specifications shall mean all of the following: (a) State of Ohio Department of Transportation Construction and Material Specifications (O.D.O.T. C.& M. S.) dated **January 15, 2016**, (b) the Special Provisions listed in Part III, Section C, © the standard drawings called for in the Plans, and (d) those Directives of the State of Ohio Department of Transportation which are called out in the Special Provisions.

Bid Tabulation shall mean Part IV, Section C, which shows the estimated quantities of the various items of work involved in this project and is the form which the Bidder shall use to develop a price for performing the required work.

### PART III, Section B. Events Prior to Opening Proposals

1. Each page of this document is a part of the Contract which will be entered into between the Township and the successful Bidder. The entire document, complete with all of the forms in Part IV filled out by the Bidder, must be enclosed in a **sealed envelope** with Project and Bidder identification shown on the outside and turned in to the Public Works Building, 4160 Springdale Road, Colerain Township, Ohio 45251, by the deadline specified in the Notice to Bidders (Part I). Any Proposal which is submitted late, incomplete, or damaged or tampered with in any way shall be declared invalid.

2. The Bidder shall become thoroughly familiar with the Plans, Specifications, Bid Tabulation, Site Conditions and all other requirements noted on the Plans and in the Special Provisions. The conditions of O.D.O.T. C. & M. S., Section 102.05 shall apply hereto.

PART III, Section B. Events Prior to Opening Proposals (continued)

3. If the Bidder does not understand any aspect of the Plans, Specifications, Bid Tabulations, or site conditions of the project, the Bidder shall submit a written request to the Public Works Director for clarification. If the Public Works Director determines that the question(s) is not substantive, no further action on his part will be taken.
4. If the Public Works Director determines that the question(s) raised as per Section B-3 above are substantive and could affect the bidding process, he shall prepare a written response, which shall become an Addendum to this document and a copy shall be sent to all persons or organizations who purchased a set of the project documents.
5. The Bidder shall be required to base all labor prices on prevailing wages and benefits for all classes of workers, as described under Labor Costs and Reports, (Part III, Section E). This requirement shall also apply to every Subcontractor who may be employed.
6. The engineers estimate of the total cost of this project is shown on the Bid Tabulation (Part IV, Section C). If the price of the Proposal judged to be lowest and best exceeds this estimated cost by more than ten percent (10%), all of the Proposals shall be rejected.
7. If any of the following forms are not filled out completely and properly by the Bidder, the Proposal may be declared invalid:
  - a) The Bidder shall fill out, and have notarized, the affidavits relating to ownership of the company submitting the Proposal, conflict of interest, collusion, compliance with equal opportunities regulations, and payment of personal property taxes which are included with Part IV, Section A.
  - b) The Bidder shall submit a Bid Bond as specified under Financial Arrangements and Insurance (Part III, Section D), together with Surety's Certification of right to operate in the State of Ohio.
  - c) The Bidder shall develop the Proposal price for this project on the Bid Tabulation form in Part IV, Section C, in accord with instructions under Preparation of Proposal Price (Part III, Section F).
8. A time limit has been set for completion of this project, as specified in this proposal. If the project is not completed within the specified time, and no provision has been made for an extension of time under Contingencies (Part III, Section G), the Contractor shall be subject to the penalties specified under Special Provisions (Part III, Section C).
9. The Bidder who submits the Proposal judged to be lowest and best must be prepared to take the following steps:
  - (a) Demonstrate the ability to carry out the project in a satisfactory manner.

- (b) Meet the bonding and insurance requirements specified under Financial Arrangements and Insurance (Part III, Section D).
- (c) Perform a minimum of 50% of the project work with his/her company personnel.
- (d) Identify any Subcontractor(s) that may be used on the project. Such Subcontractor(s) must be acceptable to the Public Works Director, must sign all of the affidavits required of the Contractor prior to performing any work on the project, and must comply with all of the requirements under Labor Costs and Reports (Part III, Section E).

Part III, Section C. Special Provisions and/or General Notes

The Contractor shall be subject to the penalties specified under the Ohio Revised Code (O.R.C.), Section 5555.67 and/or as provided below.

Detailed information unique to this project including special requirements is listed under "GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS" immediately following this page.

**SPECIAL PROVISIONS AND/OR GENERAL NOTES**  
**• 2019 ROAD CONTRACTS**

**PART III, SECTION C. GENERAL NOTES**

**GENERAL:**

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the Ohio Department of Transportation's (ODOT) Construction and Materials Specifications (C&MS) dated **January 15, 2016** with supplements or changes thereto, which are adopted and made a part of these contract documents **EXCEPT** for the following sections:

102.01	102.03	102.06	102.09	102.10	102.11	102.14
103.01	103.02	103.04	103.06	103.07		
104.02						
105.05	105.13					
107.04	107.13					
108.01	108.08	108.09				
109.06	109.09	109.10	109.12 (A)	109.12 (B)	109.12 (C)	
109.12 (D)	109.12 (E)					

It is intended that the specifications governing this project; any bidding requirements and conditions; any ODOT specifications or references to the Ohio Revised code as set forth herein; and any attachment(s) or documents incorporated by reference herein be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Township with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the County, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern.

**DELAYS AND TIME EXTENSIONS:**

The provisions of the C&M Section 109.05 (D) (f) "Home Office Overhead" will **NOT** apply to this project.

If the Contractor is delayed in the progress of the work by causes reasonably beyond the Contractor's control and through no fault of the Contractor and the proximate cause of the delay is the County's actions or inactions, within the meaning of ORC §4113.62(C)(2), the Contractor shall be entitled to a reasonable time extension and to a reasonable increase in the original contract amount for extended field general conditions as agreed to by the County.

In addition, home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio. Such unabsorbed home office overhead shall only be allowed if the cumulative delay to the critical path in question exceeds fourteen (14) days. The extension of time, increase in the original contract amount for extended field general conditions and the damages as determined by the

Eichleay formula shall be the Contractor's sole remedy and measure of "delay damages" under this Contract.

The Contractor agrees that the Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay(s) in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration

**INSURANCE REQUIREMENTS:**

The Contractor's attention is specifically directed to the requirements for submitting proof of insurance contained in the pertinent Bid Documents. As required in the referred section, the Contractor MUST submit "two certified copies of the required insurance policy/policies"; this shall be construed to mean ONE CERTIFIED copy of the FULL insurance policy and ONE CERTIFIED CERTIFICATE indicating the insurance coverage.

The Contractor's submittal of a bid indicates that the above requirements will be met at the time of contract signing.

**STEEL REQUIREMENTS:**

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code (ORC) apply to this project.

**PRE-CONSTRUCTION MEETING:**

Prior to the commencement of construction activities, the Public Works Director will arrange a meeting between the Contractor, the representatives of the Township, and the representatives of each of the utility companies. The time, date and location of said meeting will be determined after the awarding of the contract and the parties will be notified by the Public Works Director.

**SCHEDULE:**

A detailed schedule of operations shall be furnished by the Contractor to the Public Works Director. The schedule shall be submitted to the Public Works Director at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Public Works Director, or be revised to the satisfaction of the Public Works Director, prior to the commencement of any work.

Changes to said schedule are to be issued in writing by the Contractor and approved by the Public Works Director before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) month due to any reason, the Contractor will, at the request of the Public Works Director, revise and update the schedule.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

The Contractor may schedule his work in any order wished, with respect to daily time restriction as noted herein.



### **DUMP SITE LOCATIONS:**

At the preconstruction meeting the contractor shall submit a list to the Public Works Director of all dump site locations approved by Hamilton County Public Works Department that will be used during the project.

The dump site locations must be approved by the Public Works Director.

### **PENALTIES:**

Should the Contractor not complete all work within the time attached, the Public Works Director shall keep a record of all expenditures for inspection, supervision, engineering and Public Services after the end of the allotted time, and shall deduct that amount from the final payment. This penalty shall not apply to time extensions, granted in writing by the Public Works Director, for good cause.

### **LIST OF EQUIPMENT TO BE USED ON PROJECT:**

The Contractor shall furnish a list of all equipment to be used on this project to the Public Works Director at the time of the pre-construction meeting. Additional equipment, brought on the job site after beginning of the work, shall be noted in writing by the Contractor to the Public Works Director as an amendment to the list.

Equipment noted on the original or amended lists which is removed from the job site shall also be noted in writing by the Contractor to the Public Works Director as an amendment to the list.

### **PERMITS:**

The Contractor shall procure all permits and pay all charges and fees as may be found necessary and required by the Township, city and/or the County.

### **RESPONSIBILITY:**

It shall be the responsibility of the Contractor to perform his work in such a manner so as not to damage or destroy any existing feature (i.e. existing inlets, conduits, pavement markings etc.) which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, he shall replace or repair the damaged portion at his expense to the satisfaction of the Public Works Director.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction and shall receive no compensation for repairing damaged utilities which have been properly identified.

### **PROTECTION OF AREAS OUTSIDE OF WORK LIMITS:**

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas.

Where the Public Works Director determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Public Works Director. No additional compensation will be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas which are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

### **NOTIFICATION OF UTILITIES:**

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by his construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities will be done by and at the expense of their respective owners, unless otherwise noted on these plans.

### **COOPERATION WITH UTILITY COMPANIES:**

While the work of this contract is being performed, the utility companies will be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

### **LOCATION AND PROTECTION OF UTILITIES:**

The Public Works Director does not assume any liability for the location of utilities, including individual service line. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with his operations. Any damage to utilities which have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense. Assistance in locating underground utilities can be obtained by contacting the utility companies at the following:

### **GAS UTILITY NOTES:**

The Contractor shall contact the company prior to excavation in the vicinity of gas lines.

For Field Inspector to locate underground gas lines, the Contractor shall call Ohio Utilities Protection Service (1-800-362-2764) at least forty-eight (48) hours in advance, excluding Saturday, Sunday and State Legal Holidays.

For gas engineering and planning notification, agreements and official correspondence, the Contractor shall contact R. W. Dieckmann, Manager of Engineering, Gas Engineering and Planning Department, Room 216-A, Fourth and Main Streets, Cincinnati, OH 45201.

Gas facilities are to be kept in service at all times.

The Contractor shall be responsible for all damages to gas facilities during or as a result of his operations. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.

The Contractor shall sheet and shore all excavations where gas facilities are within the zone of influence (as determined by the natural angle of repose of the soil), to continuously maintain their support.

The Contractor shall be responsible for sheeting and shoring of existing gas facility trenches within the zone of influence of his excavation.

The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any adjustments and/or maintenance that may be required.

Where welded steel coated and wrapped gas mains are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.

Where gas facilities are exposed or otherwise interfered with by the Contractor, they may be reinforced or replaced by the utility, based on conditions to be determined by the utility.

Where the support of gas facilities is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent support. The methods used shall be based on conditions to be determined by the utility.

Blasting in the vicinity of gas facilities is prohibited unless a blasting plan is submitted to Duke Energy in writing by a blasting expert, identifying all pertinent information.

The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office of Duke Energy Company.

### **ELECTRICAL UTILITY NOTES:**

Danger - the Contractor shall contact the company at least two (2) working days prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

1. For Field Inspector to locate underground electric lines, call Ohio Utilities Protection Service 1-800-362-2754 (at least 48 hours in advance, excluding Saturday, Sunday and State Legal Holidays).
2. For additional underground electric record information, call 651-4466.

### **ELECTRICAL UTILITY NOTES: (continued)**

3. For electric engineering notification, agreements and correspondence, address to James T. Dugan, Governmental Services Division, P.O. Box 960, Fourth and Main Streets, Cincinnati, OH 45201.
4. For notification of construction activity near energized electric facilities, call Bob Morgan at 310-6853.

The Contractor shall be responsible for all damages to electric facilities during construction.

Electric facilities are to be kept in service at all times.

The Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.

1. Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.
2. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
3. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
4. Where the depth of excavation for the proposed work is greater than five feet (5'), the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
5. All damages to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.

The Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

**NOTE:** Should the Contractor damage electric facilities, the Contractor shall immediately notify the Electric Service Desk through the Company Operator (421-9500). The Contractor shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

### **WATER WORKS NOTES:**

All work pertaining to water works items shall be done in strict accordance with the specifications of the City of Cincinnati Water Works and under the direction, supervision and inspection of the Water Works. Water main items are to be constructed in accordance with the provisions of the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2013 and modified by the City of Cincinnati 2002 Supplement to said State of Ohio Specifications and any supplements or changes

thereto. Copies of all pertinent specifications may be obtained from the City of Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.

#### **WATER WORKS NOTES:**

A cushion of twelve inches (12") shall be maintained between the proposed water mains and the existing sewers, inlet connections, and drains. If a greater clearance is desired, it will be so designed. Building sewer laterals are not to be disturbed or trapped. Existing drains, sewers and culverts are not to be disturbed. If the water main is to be under culverts or pipe sewers, they shall be tunneled and backfilled with Class "C" Concrete or installed in steel casings as directed by Water Works.

It shall be the Contractor's responsibility to arrange for removal and replacement of any poles and guys necessary for the installation of the proposed water mains, and any cost connected thereto shall be his expense.

All backfill to be Method "A" except where otherwise noted.

No part of any fire hydrant setting shall be installed closer than five feet (5') to any driveway, inlet, utility pole, or guy wire anchor.

All pipe and specials shall be in accordance with City of Cincinnati Specification 40-110-76-91.

All valves to be purchased from the Cincinnati Water Works.

No extra payment will be made for lead joints.

#### **UTILITY ADJUSTMENTS:**

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, valve chambers, valve boxes, etc. This shall include utility facilities which are not shown on the plan. For those utility facilities located within or immediately adjacent to the pavement, the adjustment to final grade shall be accomplished following the placement of the leveling course and immediately prior to the placement of the surface course.

Where adjustments are to be made by the responsible utility company, the Contractor shall coordinate his work with that of the utility company so as to accomplish the intent of the preceding paragraph.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments.

Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

The Contractor shall adjust the facility so as to be flush with the proposed pavement grade. The 1/4" vertical difference between the finished pavement surface and the top of the frame or adjustment ring, as shown on the State Standard Construction Drawing BP-3.1, shall not apply to this contract.

#### **HAUL ROADS:**

The Contractor shall supply to the Public Works Director at the pre-construction meeting a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; State and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restriction, such as height or weight restrictions, which may be applicable along said roads. Construction shall not commence until the Township has reviewed the haul road list.

The submission of list to and the review of the list by the Public Works Director does not relieve the Contractor of the responsibility for conforming to and obeying all applicable height and weight restrictions on haul roads and of the responsibility for any damage done to and/or along said haul roads.

### **ESTIMATED QUANTITIES:**

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Public Works Director, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

### **MATERIALS AND WORKMANSHIP:**

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Public Works Director in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Colerain Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

### **GUARANTEE**

The Contractor hereby guarantees that all workmanship and all material furnished under this contract comply fully with the requirements of the Plans and Specifications. If at any time within one year after the date of the final inspection, any defect should appear, which in the opinion of the Public Works Director is due to inferior materials or workmanship, the Contractor guarantees that he will do immediately, without cost to the Township, whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or his Surety.

The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished and Surety by the Township.

### **TESTING OF CONSTRUCTION MATERIALS:**

The Public Works Director will select a testing firm for this project. The Public Works Director will notify the Contractor of the selected firm during the pre-construction meeting.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Public Works Director.

## **TESTING OF CONSTRUCTION MATERIALS:(continued)**

The Public Works Director shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that he will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

The General requirements for the testing of the construction materials shall be as follows:

### **CONCRETE:**

Concrete shall be tested as directed by the Public Works Director and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each 50 cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. Compliance with O.D.O.T. C & M S, Section 499 shall be maintained.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by the Colerain Township Public Works Director. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Public Works Director. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty-eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Public Works Director. **NOTE:** Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

### **PRECAST CONSTRUCTION MATERIALS:**

Precast units shall include items which are manufactured by others at an off-site location and installed by the Contractor, i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc. For all precast units, the Contractor shall obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable specifications and standards of O.D.O.T. and/or ASTM. When required by the Public Works Director, the Contractor shall also obtain and supply to the Public Works Director the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Public Works Director **prior** to the installation of the precast units on the job site. When the Contractor decides to install precast units prior to the Public Works Director receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Public Works Director based upon the Public Works Director's review of the information provided.

### **REMOVALS:**

When a bid item is to include the cost of removal of a classified or unclassified material, it shall be the responsibility of the Contractor to verify in the field the type of material and the thickness of the material to be removed prior to submitting his bid. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

### **REMOVAL OF EXISTING CATCH BASIN GRATES AND/OR FRAMES:**

Where the plans indicate that existing catch basins and/or existing catch basin grates and/or frames (if salvageable) are to be removed as part of the improvements, the Contractor shall carefully remove the existing catch basin grate and/or frame and stockpile same at a site on the project designated by the Public Works Director. The existing grate(s) and/or frame(s) will NOT become the property of the Contractor.

After the Project Inspector will arrange for the Township's forces to pick up the salvaged items.

Any costs involved in the stockpiling and/or coordination for the pick-up of the items by the Public Works Director shall be incidental to the other items of work in the project.

### **CONSTRUCTION LAYOUT:**

The costs of any construction layout necessary to the various items of work contained in this project WILL NOT be a separate pay item and said costs SHALL be included in the unit price bid for the pertinent item.

### **REMOVAL OF EXISTING PIPE AND HEADWALLS:**

Where proposed conduit and/or catch basin construction requires the removal of existing pipe and/or headwalls, the removal of same shall be included in the respective unit prices bid for proposed 603 and 604 Items.

Where existing conduit, headwalls and/or other facilities are to be removed and no proposed drainage facilities are to be constructed, the cost of the necessary removals shall be included in either the removal item, if specified, or in the pertinent excavation item.

The removal of all existing pipe drains which would normally be removed in various excavation items shall be included for payment in the unit prices bid for the respective excavation item, unless otherwise itemized in these plans.

### **WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL:**

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation at all points of project. Temporary seeding and mulching, straw bales, silt fence, slope drains, etc., shall be used as necessary or as directed by the Public Works Director. Unless specified, the cost of these items shall be included in all other contractual items.

### **DUST CONTROL:**

The Contractor will be required when directed by the Public Works Director to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the



Contractor's operations. Dust control will not be a separate pay item, but is to be incorporated in the prices bid for all project items.

#### **EXISTING PIPE AND CULVERT:**

The location, size, type and depth of all existing pipe and culvert are shown as nearly exact as available information will permit. The Public Works Director will not be responsible for any variation found during construction.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before he starts to lay the proposed conduit, in order to assure compatibility of line and grade of the proposed conduit.

Payment for all operations described above shall be included in the unit price bid for the pertinent conduit item.

#### **REVIEW OF DRAINAGE FACILITIES:**

Before any work is started on the project and again before final acceptance by the Township, the Contractor, with the Public Works Director, shall make an inspection of the existing sewers within the work limits which are to remain in service and which may be affected by the work. The condition of the existing conduits and their appurtenances shall be determined from field observations. Records of the inspections shall be kept in writing by the Public Works Director.

All new conduits, inlets, catch basins, and manholes constructed as a part of the project shall be free of all foreign matter and in a clean condition before the project will be accepted by the Township.

All existing sewers inspected initially by the above mentioned parties shall be maintained and left in a condition reasonably comparable to that determined by the original inspection. Any change in the condition resulting from the Contractor's operations shall be corrected to the satisfaction of the Public Works Director by the Contractor at the Contractor's expense.

#### **MAINTENANCE OF SEWER FLOWS:**

The Contractor shall conduct his operations so as to constantly maintain sewer flows at all times through the existing facilities that are to remain in place.

In cases where the plans indicate that existing facilities are to be replaced and/or removed, the Contractor shall maintain sewer flows through the existing facilities until the new facilities are completed and ready to be placed in use.

This shall include areas affected by curb and sidewalk replacement and pavement repair.

## **BEDDING AND BACKFILL (CLSM-CDF):**

### **A. DESCRIPTION**

This work shall consist of the manufacturing and placement of non-settling backfill mixtures described as a Controlled Low Strength Material-Controlled Density Fill. Hereafter referenced by the acronym: CLSM-CDF. These mixtures are sold commercially under a variety of producer names: K-Krete, M-Crete, Darafill, Flash Fill, Flowable Mortar, Unshrinkable Fill, etc. These trench backfill materials possess: flowability for placement, support strength for traffic loads, and removability at a later date after placement. This material may be produced off-site or on-site. In either case, the producer of the material must meet certification requirements as outlined in Section B. PRODUCER AND MATERIAL CERTIFICATION of this specification. In addition to this document, two guides (Producer's Guide) (Contractor's Guide) are also part of this specification.

### **B. PRODUCER AND MATERIAL CERTIFICATION**

Prior to manufacture of any CLSM-CDF mixture, the producer shall comply with the following regulations requirements.

- 1) Demonstrate the ability to produce a uniform CLSM-CDF mixture as outlined in this specification. The National Ready Mix Concrete Association's (NRMCA) plant and truck certification will satisfy the producer certification requirement.
- 2) Certified engineering data, for the proposed mixture to be used, shall be submitted for:
  - a) Thirty (30) and ninety (90) day unconfined compressive strength (C") tests as described in ASTM D4832 with the following exception: cylinders will not be capped.
  - b) Yield and dry unit weight (ASTM PS 29)
  - c) Flowability (Removability Modulus RE = <1.0)
  - c) Mixture's components (cement, water, fly ash, filler aggregate, etc.) and sources (company and location) Previous test results, on the same mixtures using the same mixture components, will satisfy this requirement. If it is determined, that for the engineering data presented, flowability, adequate strength, and removability requirements are not acceptable, the use of this mixture will not be allowed.

Meeting these certification requirements does not relieve the producer of the material liability referenced in Section G of this specification.

### **C. MATERIALS**

Materials for CLSM-CDF mixtures will be the responsibility of the producer. All mixture components must be environmentally acceptable. A Material Safety Sheet (MSDS) for each component in the mixture must be available upon request. A CLSM-CDF producer's guide is available to help the producer meet specification requirements for materials.

- 1) Water, used for the mixture shall be free from oil, salts, acid, strong alkalis, vegetable matter, and other impurities that would have an adverse effect on the quality of the backfill material.
- 2) Materials for CLSM-CDF mixtures shall be evaluated as non-corrosive by appropriate ASTM standards including ASTM A 674. If the CLSM-CDF mixture has a electrical resistivity value of

less than 5000  $\Omega$  cm, then to ensure compatibility with any proposed or encountered conduit, a polyethylene encasement shall be required conforming to ASTM A 674.

#### **D. PROPORTIONING OF MIXTURES**

The proportioning of CLSM-CDF mixtures is the responsibility of the producer. The mixture will be rejected for failure to meet, or sustain, the mixture's consistency for the previously stated properties.

Where gas leak, odor migration, is a concern for the identification of possible gas leaks, the CLSM-CDF material shall meet a minimum permeability coefficient (k) of  $1 \times 10^{-5}$  (cm/sec), or more, based on ASTM 5048. See the CLSM-CDF Producer's Guide for assistance in meeting specification mixture requirements.

#### **E. PLACING (POURING)**

The CLSM-CDF mixture shall be placed directly into the trench or excavation. The material's flow characteristic will be such that no labor will be required in the trench or excavation. No vibration or compaction equipment shall be used. If the trench or excavation contains water, the CLSM-CDF mixtures may be used to displace the water. A CLSM-CDF Contractor's Guide is available to help the producer meet specification requirements for material placement.

A Fast Setting Mixture shall be used for backfilling trenches under pavement within the public right-of-way when it is deemed that the pavement must be quickly reopened to traffic so as to minimize inconvenience to vehicular traffic as shown on the plans. The use of a Fast Setting Mixture is intended to allow for placement of an asphaltic concrete pavement within two hours after mixture placement. Fast Setting Mixture shall produce a load bearing strength of 20 psi in two hours as measured with a penetrometer using the 1.124" diameter head (ASTM D 1558).

#### **F. CONSTRUCTION REQUIREMENTS**

The basic construction requirement for the use of CLSM-CDF is that the trench or excavation has vertical wall limits. Vertical wall limits mean that the flowable CLSM-CDF mixture must be confined in a given area. For long trenches, requiring large amount of CLSM-CDF material, bulkheads can be used to control required placement quantities.

The CLSM-CDF material shall be brought up uniformly to the lines or limits shown on the plans or as directed by the Public Works Director. The placing or portland cement concrete and/or asphaltic concrete pavements can be performed when a load bearing strength of 20 psi is achieved as referenced in Section E.

- 1) The following limitations of operations shall govern:
  - a) The mixture shall not be placed on frozen ground.
  - b) The placed mixtures shall be protected from freezing.
  - c) Each filling stage shall be as continuous as possible.

- d) Setting time of CLSM-CDF may be affected by temperature. At temperatures near freezing, or below, additional time may be needed for proper setting of the material prior to any type of paving operation.

## **G. ACCEPTANCE OF MATERIAL AND FIELD TEST REQUIREMENTS**

The material acceptance will be based on the following.

- 1) Producer certification (Section B of this specification).
- 2) Field testing for flowability (ASTM PS 28)
- 3) Sampling freshly mixed CLSM (ASTM PS 30)
- 4) Cylinder (3" x 6") strengths (ASTM D 4832). Six (6) cylinders will be required for any placement of 100 cubic yards and each 100 cubic yards there after. Three (3) cylinders will be broken at 30 and 90 days. If the placement is less than 100 cubic yards, three (3) cylinders will be taken every fifty cubic yards of production. Two cylinders will be broken at 30 days and one cylinder at 90 days.

The contractor shall be responsible for the curing and protection of the cylinders until such time that they are ready to be picked up by the testing laboratory. The contractor shall coordinate this activity. The cylinders will be held by a testing laboratory until the required breaking date.

- 5) Unit weight tests (ASTM PS 29) will be performed when cylinders are made.

All tests are to be performed by laboratories approved by Colerain Township. Copies of all test reports, from approved testing laboratories, shall be submitted to the material producer and governing agency. If the produced CLSM-CDF material fails any of these acceptance tests, indicating future removal difficulty ( $RE > 1.0$ ), the material will be rejected with the possibility of removal. The Public Works Director may modify or change CLSM material testing requirements. All CLSM-CDF tests are to be performed by qualified testing personnel. The minimum acceptable requirement is ACI Level I, Concrete Technician.

## **H. METHOD OF MEASUREMENT**

When paid for separately, measurement will be based on (cubic yards) computed plan quantities. No additional compensation will be allowed for over excavation. The material producer and the contractor shall be aware that there is a difference between the plastic (wet) state and the material's hardened state. The plastic (wet) state will be greater than the hardened state.

## **I. BASIS OF PAYMENT**

Unless otherwise specified in the Contract or Agreement, the Contractor will be paid for the volume of mixture furnished and placed, per plan quantities, at the Contract unit price per cubic yard. This payment shall be full compensation for placing the CLSM-CDF mixture and for furnishing all materials, equipment, labor and incidentals necessary to complete this item; unless included under other items in the Contract or Agreement.

### **TRENCH FOR SEWER CONSTRUCTION:**

Trench excavation for sewer construction shall be adequately maintained and protected with barricades at all times.

Placement of proposed sewer pipe and backfill material shall follow as closely as possible behind excavation operations. The length of sewer trench, which is open at any one time, shall be held to a minimum and shall, at all times, be subject to the approval of the Public Works Director.

### **PIPE CUTOFF:**

When bell and spigot pipe is used, any necessary pipe cutoffs shall be made at the spigot end of the length. When tongue and groove pipe is used the length of pipe next to the end length shall be cut and a butt joint formed with a collar as detailed in the O.D.O.T. Std. Drawing MC-4. The cost of the joint and collar shall be included in the contract unit price bid for the pertinent pipe item.

### **MANHOLES, CATCH BASINS AND INLETS:**

All castings for manholes catch basins and inlets shall conform to those specified in the Standard Construction Drawings or as specified by the Public Works Director. All castings which might be subject to vehicle traffic shall be of the heavy duty grade. Grated inlet tops shall be placed as specified on the plans.

Top of casting elevations are subject to final adjustments as approved by the Public Works Director.

All castings used shall be subject to the final approval of the Public Works Director.

### **EROSION CONTROL:**

As applicable, Item 601 is provided in the plans for erosion control. Rock or turf of a stable nature will not be removed in order to place any of these items. The Public Works Director shall check and non-perform quantities or adjust locations and quantities for this item where indicated by field conditions during construction.

### **CONDUIT END TREATMENT:**

Immediately after placement of any conduits, the Contractor shall construct the end treatments required by the plans at both the outlet and the inlet ends. This shall include headwalls, concrete riprap, rock channel protection, sodding, etc.

### **GRADING AT INLETS AND OUTFALLS OF PROPOSED CONDUITS:**

The cost of the necessary reconstruction and/or regrading of swales or disturbed areas at the inlets and outlets of all proposed conduits shall be included in the price bid for the pertinent conduit and/or inlet/outlet items.

### **SIDEWALK AND/OR DRIVE APRON FINISH:**

Finish shall be a broom finish. All joints and outside edges shall be tooled with an edger or joint tool after brooming the final finish. Final finish, joints and edges shall be subject to the approval of the Public Works Director.

### **CONCRETE DRIVEWAY JOINTS:**

Transverse contraction joints (tooled joints) shall be spaced not to exceed ten feet (10') center to center. For driveways constructed wider than twelve feet (12'), a longitudinal contraction joint (tooled joint) shall be placed on the centerline of the driveway in addition to the transverse contraction joints noted above.

Expansion joints formed with one-half inch ( $\frac{1}{2}$ ") preformed expansion joint material meeting the requirements of Item 705.03 shall be placed at the following locations. Placement of expansion joint material shall be along neat line.

1. Wherever new concrete meets old concrete.
2. At the back of existing or proposed curb.
3. At the front and back of any concrete walk.
4. At the transverse walk joint on the line of each edge of the driveway produced.
5. At a transverse spacing not to exceed thirty feet (30') between expansion joints on the driveway.

### **BLOCKAGE OF DRIVEWAYS:**

The Contractor shall notify residents at least twenty-four (24) hours in advance of when their drives will be blocked during construction.

Where concrete restoration is involved, the inconvenience will be held to a minimum by revising curing specifications and permitting cars to use the driveway within forty-eight (48) hours after pouring. Unless otherwise directed by the Public Works Director, the Contractor will be required to use high early strength concrete for the construction/reconstruction of concrete driveways and/or driveway aprons. The use of high early strength concrete will also be required for any portion of a sidewalk located within the limits of a driveway.

### **MAINTENANCE OF DRIVEWAY TRAFFIC:**

The Contractor shall note that the maintenance of driveway traffic will be a major concern during the length of this project, particularly in regards to the interests of any commercial, retail or office properties.

The Contractor shall conduct his operations so as to maintain driveway traffic through the areas under construction.

The Contractor will be permitted to close paved areas to traffic for a minimum period of time, consistent with the requirements of the specifications for the protection of completed asphalt concrete or plain portland cement concrete pavement. This may require the Contractor to undertake such measures as part-width construction of the modifications or the placement of temporary material to maintain drive traffic.

If access to any business/office property is involved, an alternate access must be provided if the blockage exceeds one (1) hour. Repeated blocking must allow at least a fifteen (15) minute interval of traffic access every hour.

If two approved access drives serve the same resident or parking area, the Contractor MAY be permitted to close one access at a time. However, prior to said closing, the Contractor MUST contact the pertinent owner and obtain from said owner written permission for the closing. A copy of this permission MUST be submitted to

Mr. Thomas Bosarge of the Public Works Department prior to the closing.

The Contractor shall note that any special measures and/or interim materials required to provide driveway ingress and egress will not be a separate pay item and said cost shall be included in the lump sum price bid for Item 614, Maintaining Traffic.

#### **ADVANCE NOTIFICATION**

The Contractor is responsible for the notification of all residents and/or businesses which abut or are located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work. A blank notification form will be given to the Contractor at the pre-construction meeting and the Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications will be sufficient cause to stop work on the particular road.

Payment for this advance notification shall be included in the lump sum price bid for Item 448 Resurfacing and, Item 609 curb repair in Contract 19-1 Road Improvements and shall not be a separate pay item.

#### **SAW CUTTING EXISTING PAVEMENT:**

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered.

#### **SEALING EDGES:**

In addition to the pertinent requirements of the C&MS and ODOT Standard Drawing BP-3.1, the following requirements will apply to this contract.

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2) inch of the sealant being visible on the vertical

surface. The Contractor shall carefully and thoroughly remove any extra sealant applied to the vertical surface at no additional cost.

The pavement edge around catch basins, manholes, valve chambers, etc., shall NOT be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit prices bid for the pertinent asphalt concrete items.

#### **MEETING EXISTING PAVEMENT:**

Where the asphalt resurfacing begins or ends, the 448 course will meet existing on a neat line. The term "neat line" means a straight line, and if necessary, the Contractor will use a chalk line to establish said line and will specifically instruct paving crews to provide a neat line.

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of O.D.O.T. Std. Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

Unless otherwise directed, all cross streets shall be resurfaced back to the curb and/or radii returns.

Unless a separate pay item, i.e. Item Spl., Butt Joints, is provided for the forming of the butt joints, all costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

#### **CONSTRUCTION OF ASPHALT COURSES:**

The Contractor shall note that when the construction of the asphalt course(s) will require two or more passes with the paver in order to totally pave the roadway, the width of the passes **MUST** be adjusted so that the longitudinal joint in the course under construction does **NOT** align with the longitudinal joint in the underlying course, i.e. the joint in the surface course will not be constructed at the same location as the joint in the leveling course. The horizontal offset between joints in the adjacent courses shall be a **MINIMUM** of six (6) inches.

The Contractor shall schedule the paving operations so that the pavement repairs, both partial depth and full-depth, and the construction of the Asphalt Concrete scratch course(s) are constructed within a **maximum of five (5) days** of the removal of the asphalt wearing course(s) in order to minimize the time period that traffic is permitted on the exposed concrete base pavement or on the diminished asphalt pavement.

If the Contractor schedules his operations so that the above requirement is **NOT** met, the Public Works Director shall, after the removal of the wearing course, mark those areas of the base pavement to be repaired under Item Special, Full-depth pavement repair, as per plan (Concrete) or under Item Special, Full-depth pavement repair, as per plan (Asphalt).



The Contractor shall allow a **minimum** of five (5) days between the completion of the scratch course and the placement of the "Petromat" and the construction of the Asphalt Concrete surface course, if using "Petromat" a part of this contract.

The Contractor shall notify the Township a minimum of seven (7) working days prior to the construction of the scratch course. During this time period, the Public Works Director will mark those additional base pavement areas that must be repaired full-depth due to the maintenance of traffic on the base pavement. There will be **NO ADDITIONAL PAYMENT** for the repair of those areas of the base pavement that have been damaged by the maintenance of traffic on the base pavement.

The cost of additional applications of Item 407, Tack Coat, which may be required to meet this scheduling of construction, shall not be a separate pay item and shall be included in the unit price bid for the pertinent asphalt concrete item.

#### **RECLAIMED MATERIALS:**

For this project, the use of reclaimed materials will be permitted in accordance with the pertinent requirements of the C&MS. A maximum of thirty (30) percent of reclaimed material may be used in Item 301.

#### **ROUNDING CORNERS OF PROPOSED GRADING:**

Where the cross sections provide for a break in grade or change in slope, the corners shall be rounded for a smooth transition. This shall apply to all grading operations.

#### **TEMPORARY FENCING:**

The Contractor shall furnish, erect and maintain temporary barricades, lighting and fencing around open trenches during periods when work has stopped for the day. It shall be the Contractor's responsibility to implement and ensure adequate safety measures throughout the term of this project to assure the safety of the public as specified in Item 614 - Maintaining Traffic and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways".

#### **"OR APPROVED EQUAL" ITEMS:**

In the preparation of these documents and plans, several proprietary products may have been specified. In all such cases, it is to be understood that the Contractor may offer a substitute for the specified product, as is indicated by the words "Or Approved Equal." However, the Contractor must be aware that, before commencement of construction, he must provide information to the Public Works Director concerning the substituted product and that the Public Works Director must approve the offered product as being equal to the specified product.

Unless otherwise modified by the Public Works Director, proprietary products are to be installed and/or constructed in strict compliance with the pertinent Manufacturer's specifications.

## **ITEM 202 - WEARING COURSE REMOVED AND/OR ITEM 254 - PAVEMENT PLANNING:**

The work on this item consists of removing the existing asphalt wearing surface to the depths and limits specified on the plans or as directed by the Public Works Director. Removal shall be by the method of cold surface planning. The extent of removal, as specified below, shall in all cases be subject to revision by the Public Works Director during construction.

In areas where proposed pavement is to meet existing pavement, the Contractors' attention is called to the requirements of the "Meeting Existing Pavement" note. Cuttings shall be removed from the surface as planning operations proceed and following each pass of the equipment. Before the end of each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planning operations. Cleaning shall be carried out using power brooms, vacuum sweepers or other approved methods. Material removed during grinding operations shall become the property of the Contractor.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planning and cleaning operations. At all times manholes, catch basins, inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planning operations, the damaged areas shall be repaired in a manner satisfactory to the Public Works Director and at no additional cost to the Township.

Care shall be exercised during planning operations so as not to damage manhole covers, frames and grates, chambers, valves, valve boxes, etc. The Contractor shall notify the various utility companies at least forty-eight (48) hours, but not more than seven (7) days, in advance of when planning work will begin so that, if desired, their representatives may be present at the time planning work is performed to locate covers, chambers, valves, and valve boxes where necessary. Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractor's operations shall be replaced by the Contractor at his expense.

After removing the wearing course, the Contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area.

As an alternate method, the Contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility casting to protect traffic, but the Contractor will not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street. Where manholes or valve chambers are within an area where wearing course is to be removed and have previously been adjusted with adjusting rings, the Contractor shall also have the option of removing the adjustment ring. If the Contractor chooses to remove the adjusting ring, he shall reinstall the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and reinstallation of adjusting rings or the separate removal of existing wearing course left around the castings. These costs shall be included in the cost of removing the wearing course.

Any asphalt curb encountered within the work limits designated to be removed by the Public Works Director shall be included as a part of this item.

The approximate limits and depth of removal are to be as noted on the plans. The Contractor shall note that in those cases where the plans and/or typical sections require the removal of the existing asphalt material to a concrete base pavement or to a particular depth so as to allow the construction of a specified thickness of new asphalt, the plans indicate an **AVERAGE** depth of asphalt removal, either by showing average minimum and maximum thicknesses or indicating a variable average thickness for the pavement removal. This information has been based either on the best available records or on core samples, and said information will be made available to the Contractor at his request.

Under this pay item, the Contractor shall be responsible for the removal of the asphalt material to the required depth and **NO** additional compensation will be made for variations found in the thickness of the asphalt removed unless the Contractor can demonstrate that the thickness of asphalt removed **substantially** increased and thereby required another pass of the grinding machinery. In this regard, it shall be assumed that the machinery can, in one pass, remove six (6) inches when removing to a concrete base, or three and one half (3 ½) inches when removing to a specified elevation.

The work to be performed under this item shall also **include** the preparation of a neat, straight joint, i.e. a butt joint, at **ALL** termini of the project.

Payment for the removal of the wearing course will be made at the unit price bid per square yard for Item 202, Wearing Course Removed and/or Item 254, Pavement Planning.

#### **ITEM 407 - TACK COAT: TRACK LESS**

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq.Yd. as directed in O.D.O.T. Item 407.

In accordance with 407.06 of the specifications, any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Public Works Director, have sufficient dry cover aggregate applied to prevent pickup or tracking [three (3) to five (5) pounds per square yard].

The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean-up of any areas or facilities receiving over spray.

No separate payment shall be made for this item, the cost of which shall be included in Item 448.

#### **ITEM 452 - 7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT:**

The work under this item generally consists of replacing existing concrete driveways removed to facilitate the roadway improvement. The Contractor shall construct the new driveway according to the size, shape and location as indicated on the plans, unless otherwise directed by the Public Works

Director. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the above work will be made at the unit price bid per square yard for Item 452, 7" Plain Portland Cement Concrete Pavement.

#### **ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE:**

The work to be done under these items is detailed as follows:

1. Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by MSD and installed by the Contractor. This item shall include labor cost only (materials - \$0.00) and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work will be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).
2. Where Storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513/621-6735), East Jordon Iron Works (800/626-4653) or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).
3. Where Sanitary or Storm Sewer manholes are to be adjusted more than three inches (3") above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using Pre-Cast Rings-Acc. NO. 49058-A (brick and mortar when casting rings are not possible), in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Colerain Township Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).

As directed in the field by the Public Works Director, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There will be no separate pay item for this work and cost of said work shall be included in the above items.

#### **ITEM 604 - MANHOLES RECONSTRUCTED TO GRADE:**

- 1) Where Sanitary manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manholes shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058-A. New castings, if needed, will be provided by MSD from the storage yard at 225 West

Galbraith Road. Payment for this work will be made at the unit price bid per each for Item 604, Sanitary Manhole Reconstructed to Grade.

- 2) Where storm manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manhole shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by the Contractor. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Reconstructed to Grade.

#### **ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE:**

The method of adjusting water valve chambers to grade will be determined by the Public Works Director. Normally the adjustment will be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade will be **FURNISHED BY THE CONTRACTOR.**

In event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.
2. The chamber is located within an area of pavement to be removed and replaced.
3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the Cincinnati Water Works two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor will be furnished by the City of Cincinnati Water Works and shall be obtained by the Contractor at C.W.W. Salvaged existing castings shall be delivered to C.W.W. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments will be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

#### **ITEM 614 - MAINTAINING TRAFFIC:**

The Contractor shall maintain traffic through the project at all times. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Public Works Director, the limits of the project area and those areas of the site which are temporarily closed to traffic. He shall post streets the streets No Parking tomorrow or it's equivalent no later than 2:00 p.m. on the day prior to beginning work.

During the course of the normal working day, the Contractor shall insure the safety of the public by providing a sufficient number of flaggers to assist the traffic flow through the construction area. If, at the completion of the normal working day, any trench for pavement construction and/or construction of proposed sewer has not been completely backfilled and restored, a temporary cover, such as a metal plate or another approved device, shall be placed over that portion of the trench remaining open.

#### **ITEM 614 - MAINTAINING TRAFFIC:**

During the removal of the asphalt wearing course, the repair of the base pavement and/or the construction of the asphalt courses for the roadway, the Contractor will be permitted to close one lane of pavement while maintaining traffic in the other lane on an alternating flow basis. The closing of the lane to traffic will be permitted during the above operations and for the periods of time consistent with the requirements of the specifications for the protection of the completed asphalt courses.

Colerain Township Public Works Department requires a notification call (385-7502) of the streets being posted by 4:00 p.m. the same day it is posted. It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic, public safety and public convenience as set forth in the O.D.O.T. "Construction and Material Specifications" and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". The Contractor will not be permitted to begin any phase of work until the required standard barricades, warning signs, etc. are in the proper position. The devices provided for this requirement must be in first class condition.

Faces of construction signs, barricades, vertical panels and drum bands shall be reflectorized with type "G" sheeting, complying with the requirements of 730.19.

Payment for the above work, including cost of interim materials, signs, etc., will not be a separate pay item but shall be included in the unit prices bid for other project items.

#### **PROTECTION OF RESTORED SOIL AREAS:**

In those areas to be restored by Seeding & Mulching or Sodding, the Contractor shall adhere to the watering requirements as specified in the pertinent sections of the C&MS.

In addition to these specifications, at the time the seeding or sodding is placed, the Contractor shall be responsible for the notification of the abutting property owner as to the required future maintenance of these areas, i.e. watering, after the completion of the Contractor's responsibility. The Public Works Director will furnish an informational form letter to the Contractor and the Contractor shall be responsible for the reproduction and delivery of the form to each of the affected properties. Failure on the part of the Contractor to deliver said forms may be determined by the Public Works Director to be sufficient cause to extend the period of time for which the Contractor is responsible for the proper watering of the area, at NO additional cost to the project.

Any costs involved in the distribution of the forms will not be a separate pay item and shall be included in the unit prices bid for the other pertinent items.

**ITEM 659 - SEEDING AND MULCHING:** and/or

**ITEM 660 - SODDING:** and/or

**ITEM SPL - SEEDING AND EXCELSIOR MATTING:**

Within the construction limits as shown on the plans or as modified by the Public Works Director, the Contractor shall restore all disturbed earth areas with topsoil meeting the requirements of Item 653 and Seeding and Excelsior Matting in accordance with Item SPL, or seeding and mulching in accordance with Item 659 or sodding in accordance with Item 660. The type and limits of the restoration shall be as designated on the plans or as directed by the Public Works Director.

The earth area shall be excavated to a depth to allow a layer of topsoil, which will be at least three inches (3") in depth when compacted, to be spread so that the surface of the seeded or sodded area after facing will conform to the grade indicated in the plans or as directed by the Public Works Director.

Commercial fertilizer (12-12-12) applied at the rate of twenty (20) pounds per one thousand (1,000) square feet shall be incorporated into the areas to be seeded or sodded as per 659.08 and 660.04.

The costs of preparing the earth area for the topsoil, furnishing and placing the topsoil and furnishing and placing the commercial fertilizer shall be included in the unit price bid for the pertinent Item SPL, 659, and/or 660.

For Item 659, the seed mixture and the rate of sowing shall be stipulated in Section 659.09.

Should the specification requirements for watering be inadequate due to dry weather and soil conditions at the time the seed and sod are placed and up to the time the project is accepted by the Township, the Public Works Director may require additional watering over and above the Specification requirements. When so directed, additional water applications shall be repeated as often and in the quantities deemed necessary by the Public Works Director. Watering over and above specification requirements shall be paid for separately at the unit price bid per thousand gallons applied as specified in the change order that the Public Works Director will issue in regards to the watering requirement for this project.

Any disturbed areas outside of the construction limits shall be restored at the Contractor's expense.

Payment for the above work will be made at the unit price bid per square yard for Item 659, Seeding and Mulching; Item 660, Sodding; or Item SPL, Seeding and Excelsior Matting.

**REMOVAL OF EXISTING CURB OR CURB & GUTTER:**

The Contractor shall note that, where the plans require the removal of existing curb or curb and gutter, the replacement of the curb or curb and gutter or the paving operations shall be scheduled so that a **MINIMUM** time period is allowed between the removal operation and the replacement operation. The Contractor **MUST** take any and all measures to provide adequate and sufficient drainage during the period of time that no curb or curb and gutter exists, including, but not limited to, the installation of pipes or the construction of

temporary curbs. The Contractor **WILL** be solely responsible for and liable for any and all damage that is attributable to inadequate measures taken to provide for proper and adequate drainage.

The cost of providing the necessary drainage measures **WILL NOT** be a separate pay item and shall be included in the unit prices bid for the pertinent items.

#### **ITEM 609 - CONCRETE CURB REPAIR:**

This item shall include all labor, equipment and material necessary to saw cut, remove and dispose of existing curb, construct the replacement curb, and restore the adjacent grass areas with topsoil and sod.

The replacement curb shall, in general, match the existing curb as to line and grade. However, the Contractor shall grade the new curb so as to drain in conformance with the drainage patterns of the street.

Existing contraction joint pattern shall be maintained, but the maximum spacing between contraction joints shall be ten (10) feet. Expansion joints shall be constructed on a maximum spacing of thirty (30) feet. Where replacement curb begins or ends at the existing expansion joint, the Contractor shall install new expansion joint material, the cost of which is to be included in the unit price bid for the curb repair.

Finish of the replacement curb shall be a light brush finish.

The Contractor shall note that the concrete curb details as shown on the plans may be modified by the Public Works Director in the field in order to properly match the various dimensions of the existing curb which is to be removed.

Payment for the above work will be made at the unit price bid per linear foot for Item 609 - Concrete Curb Repair.

#### **PART III, Section D. Financial Arrangements and Insurance**

The steps listed below are specified in Section 153.54 of the O.R.C., unless otherwise stated:

1. Each Bidder who submits a Proposal for this project must complete and include one of the following forms: "Bid Guaranty and Contract Bond", included as Part IV, B (1) **OR** the "Cash Equivalent Form", included as Part IV, B (2). If the Part IV, B (1) form is submitted, the Surety Bond shall be for the full amount of the Proposal price submitted. If the Part IV, B (2) form is submitted, the check or letter of credit shall be for ten percent (10%) of the Proposal price submitted.
2. The Bid Guaranty submitted by Bidders who are not awarded the Contract shall be returned to them at the time the Contract is signed with the successful Bidder.
3. If the Bidder who is offered the Contract refuses to sign it for any reason other than those provided in Sections 9.31 and 153.54 (G) of the O.R.C., the Township shall lay claim on the Bid Guaranty submitted for an amount not to exceed ten percent (10%) of the Proposal price of that Bidder.



4. The Bidder who is offered the Contract must provide a Performance Bond in an amount equal to the Contract price. If a Surety Bond in the amount of the total Proposal price was submitted as the Bid Guaranty [Part IV, Section B (1)], this Surety Bond will be converted into the Performance Bond. If a check or letter of credit was submitted as the Bid Guaranty [Part IV, Section B (2)], a Surety Bond [Part IV, Section B (1)] in the total amount of the Contract price must be submitted as the Performance Bond and the check or letter of credit will be returned to the Bidder.
5. In accord with ORC 9.311, the Bid Guaranty and Contract Bond and the Performance Bond shall include a statement that the Surety issuing said Bond(s) is authorized to execute Bonds in the State of Ohio and that the liability incurred by issuing said Bond(s) is within the limits of ORC 3929.121. Failure of the Surety to include this statement shall **NOT** cause the bid to be rejected if the Surety provides evidence that the Surety is authorized to execute Bonds in the State and that the liability incurred is within the limits of ORC 3929.121.
6. The Contractor shall have full responsibility for the safety of all employees, all subcontractor(s) and/or material supplier(s), all employees of subcontractor(s) and/or material supplier(s) and the traveling public within the project limits. The Contractor shall also be responsible for the integrity and safety of all private properties within the project limits and for the safety of all persons and vehicles moving through the private property within the project limits. Project Limits shall be determined as areas within the construction zones as defined by construction signing and other areas where the Contractor(s), in the course of work on the project, have altered and/or modified existing conditions.

Accountability by the Contractor for the items noted above shall commence upon the date that work commences on the project and shall terminate upon the acceptance date of the project by the Township as defined in Section III, Part K (4).

The Contractor shall hold the Township and all of its personnel harmless against claims of negligence. The Contractor shall provide the Township with copies of the insurance policies providing the coverages shown in subsection ten (10) below.

**PART III, Section D. Financial Arrangements and Insurance (continued)**

7. If, at any time after entering into the Contract, the Contractor fails to pay workers, material suppliers, or Subcontractors, the surety for the Performance Bond shall be subject to paying such bills in accord with Section 153.56 of the O.R.C. If the Contractor fails to pursue the work in a satisfactory manner, the Township may apply to the surety to complete the project in accord with Sections 153.17, 153.54 © or 5555.68 of the O.R.C. or Item 108.08 of the Ohio Specifications.
8. In accord with Sections 153.12 and 153.14 of the O.R.C., the Township shall make payments to the Contractor as the work progresses. Not more than ninety-two percent (92%) of the value of completed work shall be paid at any time prior to completion of fifty percent (50%) of the total project after which,

the full amount of additional estimates of progress shall be paid. The Contractor may submit bills to the Township for up to ninety-two percent (92%) of the cost of materials delivered to the project site but not yet incorporated into the construction.

9. In accord with Section 153.14 of the O.R.C., the Township shall make payments on such estimates within thirty (30) days of approval by the Public Works Director.
10. All money withheld from payment on the periodic estimates of work completed may be deposited into an escrow account mutually agreeable to the Contractor and the Township, as required by Section 153.63. The net income of money so held shall accrue to the benefit of the Contractor, as set forth in the Escrow Agreement [Part V, Section D (1)]. This Escrow Agreement may be waived by the Contractor and the Township signing the Waiver of Escrow [Part V, Section D (2)].

## 11. INSURANCE REQUIREMENTS

### GENERAL:

It shall be the responsibility of the Contractor to protect all life and property, and to protect himself, Subcontractors and Colerain Township from liability claims which may arise from operations carried out in the performance of this Contract.

The Contractor shall secure Workmen's Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance as described in the State of Ohio Specifications, Sec. 107.14.

Insurance coverage in the minimum amounts set forth below shall not be construed to relieve the Contractor from liability in excess of such coverage.

Insurance may not be changed or canceled unless the Insured and the Colerain Township Public Works Director are notified in writing not less than thirty (30) days prior to such change or cancellation. If any part of the Contract is sublet, the Contractor is responsible for the part sublet being adequately covered by Insurance specified herein.

In the event that the Contractor provides evidence of insurance in the form of Certificates of Insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract to maintain insurance, said Certificates shall be acceptable, but the Contractor shall be obligated to renew his insurance policies as necessary and to provide new Certificates of Insurance from time to time, so that the Public Works Director is continuously in possession of evidence that the Contractor's insurance is in accordance with the foregoing provisions.

### PART III, Section D. Financial Arrangements and Insurance

In the event that the Contractor fails or refuses to renew his insurance policies, or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Public Works Director may refuse to make payment of any further monies due under this Contract.

## PROOF OF COVERAGE

Two (2) certified copies of the required insurance policy/policies **and** two (2) copies of the Workmen's Compensation Certificate(s) or the Certificate(s) of Ohio Industrial Commission approval shall be delivered to the Colerain Township Public Works Director, 4160 Springdale Road, Cincinnati, Ohio 45251. The above referenced copies **should** be delivered at the time the Contract is signed by the Contractor, but **must** be delivered prior to the scheduling of a Pre-Construction Meeting or the commencement of any work under this Contract.

All Proof(s) of Insurance submitted to the Public Works Director shall clearly set forth all exclusions and deductible clauses.

The Proof(s) of Insurance coverage provided by the Contractor(s) to the Office of the Public Works Director in conjunction with this Contract shall include a Certificate and/or Endorsement naming Colerain Township as an Additional Insured under the policy/policies.

## WORKMEN'S COMPENSATION INSURANCE

### COVERAGE REQUIRED

The Contractor shall obtain Workmen's Compensation Insurance for all of the Contractor's employees employed under this Contract. In case any work is sublet, the Contractor shall require the Subcontractor(s) similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection provided by the Contractor. Self insurers shall furnish Ohio Industrial Commission approval as such to the Public Works Director.

## COMMERCIAL GENERAL LIABILITY INSURANCE

The **minimum** limits of liability for this insurance shall be as follows:

General Aggregate Limit	\$3,000,000.00
Products - Completed Operation	
Aggregate Limit	\$3,000,000.00
Personal and Advertising Injury Limit	\$3,000,000.00
Each Occurrence Limit	\$3,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

PART III, Section D. Financial Arrangements and Insurance (continued)

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile policy shall cover owned, non-owned, and hired vehicles with **minimum** limits as follows:

Bodily Injury & Property Damage Liability Limit	
Each Occurrence	\$3,000,000.00

## OTHER INSURANCE

### COVERAGE REQUIRED

The Contractor shall also obtain, as necessary, the types of insurance in the amounts specified herein and as described in the State of Ohio Specifications.

When Standard Public Liability and Property Damage Insurance Policies do not cover special hazards such as accidents arising from operation of trucks and automobiles off the site of the work, separate Motor Vehicle Personal Injury and Property Damage Insurance, including hired carrier Endorsement and Non-Ownership coverage, shall be taken out by the Contractor in all cases where such hazards may be involved.

### Part III, Section E. Labor Costs and Reports

1. The Contractor and any Subcontractor(s) that may be engaged, shall comply with every pertinent section of Chapter 4115 of the O.R.C. entitled "Wages and Hours on Public Works". A summary of these requirements is given in Part V, Section E.
2. The Contractor shall pay all workers on the project not less than the minimum wages and benefits prescribed for the various trades by the Ohio Department of Industrial Relations during the life of the Contract. If the project involves Federal funding, the Federal requirements for wages and hours shall prevail.
3. Part V, Section E also gives the minimum wages and benefits for various trades which were required at the time of publication of this document. The Bidder must be aware that these rates may change by the time the Contract is awarded, and that the rates in effect at that time must be paid.
4. The Contractor shall post a list of the prevailing wage rates on the project site, pay all wages earned at the end of each week, and submit a copy of each weekly payroll to the Public Works Director.
5. Failure to pay the prevailing wages, or violation of any requirement of Chapter 4115 of the O.R.C. shall be considered a breach of the Contract, and the Surety Guaranty of the Contract may be invoked.

### PART III, Section F. Preparation of Proposal Price

1. The Public Works Director has prepared a careful estimate of the quantities of the various types of work and materials involved in the completion of this project. This data is shown on the Bid Tabulation sheet which accompanies the Proposal form (Part IV, Section C).
2. The Township does **NOT** guaranty that the quantities shown are correct. Therefore, the actual amounts of work to be performed or materials required under each item of work may vary from those shown.
3. The Bidder shall establish a price for each item of work listed on the Bid Tabulation form (Part IV, Section C). Where lump sum is indicated, the Bidder shall submit an all-inclusive price for the item. Where units are indicated, the Bidder shall submit an all-inclusive price per each unit of the item. In all cases, unless otherwise

stated on the Bid Tabulation form, the all-inclusive prices presented shall include all labor, equipment and materials.

4. If the Special Provisions (Part III, Section C) and the Bid Tabulation (Part IV, Section C) invite bids on alternate ways of performing the work, the Bidder shall submit a total price for completing the work by one or more such alternate.
5. CONTINGENCY ITEM: A contingency amount is included on the Bid Tabulation forms. The Public Works Director will use this amount to cover changes to or additions of work directly relevant to the completion of the work in the Contract. The Public Works Director will issue a Change Order per the Contract for any and all work to be compensated utilizing the Contingency amount prior to the commencement of the work.

The Contingency amount will be available throughout the Contract and will be authorized through the required Change Order(s), but will only be dispensed if and when the need arises. If some or all of the Contingency amount is not expended during the Contract, the remaining Contingency amount will accrue to Colerain Township and NOT to the Contractor.

6. In accord with Section 102.13 of the Ohio Specifications, any Proposal may be rejected if the prices bid for various items of work appear to be unbalanced. When the question of unbalancing occurs, the Public Works Director reserves the right to request justification for the price bid before awarding the Contract.
7. The Contractor shall be paid for work completed, as explained under Financial Arrangements and Insurance (Part III, Section D), on the basis of a) the number of units actually completed multiplied by the pertinent unit price bid for that item and b) the total price bid for each "Lump Sum" activity completed. Unless otherwise amended according to the provisions of this Contract, the total amount paid shall not exceed the total Proposal price.
8. When it is deemed necessary, in the opinion of the Public Works Director to increase or decrease quantities of items of Bid Work or to add non-bid items of work, this shall be accomplished by means of Change Orders or extra work Contracts executed by both parties to the Contract. The resulting revised total price of the Contract shall, until other similar changes, be considered the total Proposal price.
9. The Bidder is cautioned to check all calculations used in arriving at unit prices, the extension of unit prices for total bid prices, and all additions with extreme care. The unit prices as presented by the Bidder shall become binding in determining total Contract price.

#### Part III, Section G. Contingencies

1. If the Plans or Specifications say that a task is to be done "at the direction of the Public Works Director", the Public Works Director shall give the Contractor instructions as to how to proceed, and the Contractor shall be paid for the various items of work at the unit Proposal prices for such items.
2. If completely unexpected contingencies arise, so that the Contractor cannot complete the project within the specified time or at the Contract price, the Contractor shall negotiate with the Township for additional time and/or compensation. The provisions of the O.D.O.T. C. & M. S., Section 104.02 shall be generally followed in resolving such situations.

3. If new regulations affecting the project are enforced by any level of government, and these regulations create costs which could not be foreseen when the Contract was signed, the Contractor shall have the right, under Section 153.62 of the O.R.C., to negotiate revised terms of payment to cover such costs.

#### Part III, Section H. Opening and Evaluation of Proposals

1. The Township reserves the right to reject all Proposals and/or to waive minor irregularities which may appear in the Proposal judged to be the lowest and best.
2. At the time announced in the Notice to Bidders (Part I) for opening Proposals, each Proposal shall be opened in public and the Township shall read out the total Proposal price of each Bidder.
3. Within the next thirty days, the Township shall examine each proposal to make certain that all requirements of Part IV have been properly met, to verify all calculations and price extensions, and to determine the lowest and best Proposal.
4. If no Proposal is found to be lowest and best, either because of flaws found during the analysis, or because the lowest price is more than ten percent (10%) greater than the engineers estimate, all Proposals shall be rejected.
5. The Bidder submitting the Proposal judged to be lowest and best must be prepared to demonstrate to the Township that it is capable of carrying out the project in a satisfactory manner.
6. The procedure outlined in steps 1 through 3 of Financial Arrangements and Insurance (Part III, Section D) shall be followed.

#### PART III, Section I/J. Events at Signing of Contract

1. After all steps in Section H have been completed, the Township shall notify the successful Bidder of the time and place for signing the Contract.
2. Steps 4 through 8 of Financial Arrangements and Insurance (Part III, Section D) shall become operative.
3. The Township shall furnish the Contractor with the information about the wages and benefits which must be paid to all employees of the Contractor and any Subcontractor(s) on the project.
4. If the Bid Tabulation included alternative procedures, the Township shall notify the Contractor of which alternative is to be built.

#### PART III, Section I/J. Events at Signing of Contract (Continued)

5. The Contract shall be signed and executed by all parties and the surety for the Performance Bond shall be notified in writing by the Township.

#### PART III, Section K. Events After Signing of Contract

1. A Pre-construction meeting shall be held by the Public Works Director for the Contractor and other interested persons to thoroughly discuss the plan of action to be followed in carrying out the project. At

this meeting, the Contractor shall give the Public Works Director the name, address, and telephone number of every Subcontractor expected to be used on the project. No work shall be commenced by the Subcontractor until the necessary affidavits are submitted, reviewed, and approved by the Public Works Director.

2. Before construction may begin on the project site, the Contractor shall:
  - (a) Consult with the Public Works Director on the implementation of the traffic control system(s) which shall be used during various stages of the project.
  - (b) Advise the Ohio Utility Protection Service, and each utility company that has facilities in the vicinity of the project site, that construction will begin on a specific date, and request that each one take steps to mark the location of each item of its facility in the field, and to take steps to protect the integrity of its facility.
  - (c) Work with the Public Works Director to establish routes for moving heavy equipment and materials to and from the project site in order to protect the integrity of highway pavements and bridges. If any pavement or bridge not on an approved route is damaged by the movement of equipment or material related to this project, the Contractor shall be liable for the cost of repairing same without reimbursement.
  - (d) Obtain from the Township a Certificate of Exemption from Ohio Sales Tax which might be levied on materials used in this project.
  - (e) Submit to the Public Works Director an inventory of all significant equipment which is in use on the job site. This inventory must be corrected each time a piece of such equipment is brought to, or removed from, the job site. The Public Works Director will not recognize time charges for any equipment which is not on the current inventory list.
  - (f) Obtain from the Township a "Notice of Commencement" for the project and furnish a copy of this notice to all supplies, subcontractors and all other necessary parties, e.g. the Bond Surety.
3. The Contractor and any Subcontractor(s) shall follow instructions under Labor Costs and Reports (Part III, Section E) in detail.
4. Partial payments for work completed shall be made as described under Financial Arrangements and Insurance (Part III, Section D).
5. The Contractor is advised that Federal and State of Ohio Laws, Regulations and Rules regarding safety and welfare of employees, and others, pertain to this project, and require that the pertinent provisions of same be satisfied during the conduct of the work, by the contractor.

The Contractor is advised that the Township's representative(s) on this project is protected by all applicable Federal, State and local laws, regulations and rules regarding the safety and welfare of employees, especially Federal or State OSHA and Ohio Industrial Commission, and specific safety requirements of the Ohio Bureau of Worker's Compensation relating to construction (ORC 4121:1-3). This agreement requires that all pertinent provisions of same shall be satisfied during the conduct of the

work. The Public Works Director specifically reserves the right to remove his representative(s) from the project at any time without prior notice, if the failure to comply with these regulations places his representative(s) at risk.

While the Inspector is removed from the project due to safety reasons, the Contractor will **NOT** be paid for items completed without the Inspector's verification.

6. The Contractor shall meet all pertinent requirements of the Ohio Environmental Protection Agency relating to air and water pollution and the handling of solid materials.
7. The Contractor shall complete the project in a neat and workmanlike manner in accord with the Plans and Specifications. All work shall be inspected and approved by the Public Works Director.
8. After the Public Works Director has given final approval on the project, the contractor shall provide written evidence that every worker, Subcontractor, and material supplier has been paid in full before the Township makes the final payment on the project.

#### PART III, Section L. Final Acceptance of Project

1. After notification of the Public Works Director by the Contractor that the Contract work has been completed, the Public Works Director shall schedule an inspection of the total project. At the Contractor's option, a representative of the Contractor may be present during this inspection. The Public Works Director shall prepare and submit to the Contractor a list of the deficiencies, if any, on the project. After the required corrections/modifications have been made by the Contractor and the Public Works Director so notified, a final inspection shall be scheduled by the Public Works Director. Should the first inspection mentioned above result in **NO** deficiencies being found, then that inspection shall be considered the final inspection.
2. After the satisfactory completion of the final inspection, i.e. **no** deficiencies found during the inspection, the Public Works Director shall notify the Contractor of said completion. The Contractor shall then provide written evidence that every worker, subcontractor and material supplier has been paid in full. Upon receipt of this information by the Public Works Director, the contract work shall be considered to be approved.
3. The Contractor may then submit, in writing, a request for the release of the Performance Bond and the Contractor shall, as applicable, submit the two (2) year Maintenance Bond for the Item 448 material.

It shall be noted that the obtaining of the release by the Public Works Director of the Performance Bond and/or the Maintenance Bond is the responsibility of the Contractor.

4. The Public Works Director shall determine the As-Built Quantities for the project and shall prepare a Final Acceptance Letter for the Contractor's signature.
5. The date of the signing of the Final Acceptance Letter by the Contractor shall be considered to be the Final Acceptance Date of the project by the Township.



6. Based upon the As-Built Quantities listed in the Final Acceptance Letter, the Public Works Director shall proceed to make a final payment to the Contractor for the project.

### **SPECIFICATIONS FOR RESURFACING**

#### **SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to resurface, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

#### **RESURFACING:**

The following streets are to be resurfaced with Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22 with a minimum compacted depth of one and one half inches (1.5"). Item 448 Asphalt Concrete Intermediate Course, Type 1, (448) PG 64-22 (Scratch) with a minimum compacted depth of one inch (1")

#### **RESURFACING AND PREPARATORY WORK:**

All streets and locations must be cleaned and loose material removed as per 401.12 State Department of Transportation Construction and Material Specifications before the resurfacing material is applied.

All manholes or valve chambers shall be adjusted before resurfacing. All adjusting rings must fit tight to prevent movement or rattles.

#### **ORDER OF WORK:**

The Chronological order in which the work phases shall be done on streets are as follows: (or as directed by the Public Works Director) 1) Sawcut and remove existing curb and curb replacement & catch basin reconstruct 2) rotomilling, full and partial depth pavement repairs, as directed 3) scratch course resurfacing (only to proposed face of gutter plate limits or to the curb limits as directed by director) 5) storm and sanitary sewer manhole adjustments and surface course resurfacing.

### **ITEM 448 ASPHALT CONCRETE**

- 448.01 Description**
- 448.02 JMF Field Adjustments**
- 448.03 Reports**
- 448.04 Acceptance**
- 448.05 Basis of Payment**

**448.01 Description.** This work consists of constructing a surface course or an intermediate course of aggregate and asphalt binder mixed in a central plant and spread and compacted on a prepared surface.

The requirements of Item 441 apply, except as modified by this specification.

The Department will determine acceptance of the mixture by Lot, based on the composition of random samples taken and tested by the Contractor and verified by the Department.

**448.02 JMF Field Adjustments.** Determine the need for any JMF gradation adjustments, provided for in 441.05, from the results of quality control and Department verification tests of the first two acceptance lots. Following adjustment, the Department will apply the adjusted JMF, for acceptance purposes, to the entire production including the first two lots. Give the DET written notice of JMF adjustments no later than the end of the first workday following the notification of verification test results of the second acceptance lot.

For projects with less than two acceptance lots or for any JMF that will no longer be used on a project, give the DET written notice of any JMF gradation adjustments within 1 workday following the notification of acceptance test results.

#### **ITEM 448 ASPHALT CONCRETE**

**448.03 Reports.** Refer to Item 403 for reporting requirements.

**448.04 Acceptance.** Refer to Item 403 for acceptance requirements.

**448.05 Basis of Payment.** The Department will pay for accepted quantities, completed in place, at the contract prices, or at the contract price as modified in 448.04, as follows:

Item	Unit	Description
448	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, PG 64-22
448	Cubic Yard (Cubic Meter)	Asphalt Concrete Intermediate Course, Type 1, PG 64-22

#### **BUTT JOINTS:**

Butt joints shall be formed at the limits of surface course in roads previously surfaced with asphalt by removing the existing asphalt to match the resurfacing depth and tapering the surface course to the existing surface in a distance that provides an acceptable profile. All cross streets shall be resurfaced back to the curb returns, with a butt joint unless otherwise directed (see listing for locations of butt joints). Butt joints are not to be a separate pay item, cost shall be included in Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

#### **ITEM 407 - TACK COAT: Trackless**

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq. Yd. as described in ODOT - C & MS 406.

No separate payment will be made for this item, the cost of which shall be included in Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

In accordance with 407.06 of the specifications any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Public Works Director, have sufficient dry coverage aggregate applied to prevent pickup or tracking. The cost of any cover aggregate use is to be included in the 402 and/or 448 Items.

All turnarounds shall be resurfaced regardless of type.

All contact surfaces of curbing, gutters, manholes, and other structure shall be painted with a thin uniform coating of bituminous material prior to the 448 course being placed against them as per Section 401.12 of the Specifications. The cost is to be included in the unit price bid for Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

All edges of the newly placed 448 course shall be sealed after resurfacing, both at the curbs and at the beginning and end of the new surface. Sealing shall be made with asphalt cement meeting specifications as that used in Item 448. The cost is to be included in the unit price bid for Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22. All edge sealing shall be accomplished within five (5) days after placement of the 448 Item.

**ITEM 452 - 7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT:**

The work under this item generally consists of replacing existing concrete driveways removed to facilitate the roadway improvement. The Contractor shall construct the new driveway according to the size, shape and location as indicated on the plans, unless otherwise directed by the Public Works Director. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the above work will be made at the unit price bid per square yard for Item 452, 7" Plain Portland Cement Concrete Pavement.

**ITEM 604 - MANHOLES ADJUSTED TO GRADE:**

This item shall include the adjustment to grade of storm and sanitary manholes as detailed below:

Storm sewer manholes shall be adjusted to final pavement grade using shim rings supplied and installed by the contractor for the unit price bid for:

In the event shim rings cannot be used, adjustments shall be made with brick and mortar.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>
604	Storm Manhole Adjusted to Grade With Shim Ring	Each
604	Storm Manhole Adjusted to Grade With Brick and Mortar	Each

For sanitary sewer manholes, the shim rings and standard castings required to make the needed adjustments may be picked up at Metropolitan Sewer District Maintenance Facility located at 225 W. Galbraith Road after forty-eight (48) hours notice. Written authorization from Colerain Township must be presented before any shim rings or castings will be issued. The statement should include the number and size of rings being requested along with a list of the streets where they are to be installed. All used, sub-standard and damaged shim rings and castings removed from manholes during the adjustment process must be returned to the above mentioned MSD facility.

Metropolitan Sewer District will not reimburse for materials used out of the contractor's stock unless a signed change order is sent to MSD showing that the contractor charged the municipality for the materials.

If the contractor does charge the municipality for the materials and the change order is sent, MSD will only reimburse up to the amount of MSD's cost.

Sanitary or combination sewer manholes shall be adjusted to final pavement grade using shim rings provided by MSD and installed by the contractor. This item should include labor costs only (materials = \$0.00) and is to be in conformance with the City of Cincinnati Drawing Add. No. 49058-A.

In the event shim rings cannot be used, adjustments shall be made using pre-cast concrete rings.

Work will be paid for at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
604	Sanitary Manhole Adjusted to Grade with Shim (Ring)	Each
604	Sanitary Manhole Adjusted to Grade with pre-cast concrete ring and mortar	Each

#### **SPECIFICATIONS FOR PARTIAL DEPTH REPLACEMENT**

#### **SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to make partial depth repairs, including all necessary work incidental thereto the following tabulated streets in Colerain Township, Hamilton County, Ohio.

## **PARTIAL DEPTH REPLACEMENT:**

### **POLYMERIZED EMULSION CONCRETE PAVEMENT JOINT REPAIR**

#### **DESCRIPTION**

The Polymerized Emulsion Concrete Pavement Joint Repair System shall consist of furnishing, preparing and systematically applying a polymerized bituminous emulsion, aggregates and asphalt concrete to concrete pavement fractures, joints and imperfections as specified in the proposal. The applied materials shall completely fill the entire cavity and provide an aggregate wearing surface.

#### **MATERIALS**

The asphalt emulsion employed in this specification consist of a highly polymer modified bituminous binder which has been prepared using sufficient quantities of polymers and additive to impart a finished product having superior elastic and adhesive/bonding properties.

##### **EMULSION:**

<u>EMULSION PROPERTY</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
VISCOSITY, 122°F (S.F. sec)	50	400	ASTM D 244
DEMULSIBILITY (%)	40	-	ASTM D 244
PERCENT SOLIDS (%)	68	-	ASTM D 244
PARTICLE CHARGE	POSITIVE		ASTM D 244
STORAGE STABILITY, 24 hrs (%)	-	1	ASTM D 244
SIEVE, #20 mesh (%)	-	0.1	ASTM D 244

<u>RESIDUE PROPERTY *</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
PENETRATION, 100g, 5 sec, 25°C (dmm)	80	120	ASTM D 5
SOFTENING POINT (°C)	65	90	ASTM D 36
DUCTILITY, 4°C (cm)	45	-	ASTM D 113
ELASTIC RECOVERY, 4°C, 10 cm (%) **	70	-	ASTM D 6084-04
FORCE DUCTILITY @ 4°C, 30 cm (lb/cm <sup>2</sup> ) ***	-	6	ASTM D-113 <sup>1</sup>
ELONGATION, 4°C (%)	1000	-	ASTM D 113

\* By distillation.

\*\* The specimen is extended 10 cm. The extended area is severed in the middle using a pair of shears. After 1 hour, at the test temperature the severed ends are returned to contact and the ductilometer reading is made again. The sample must recover at least 75 percent of the original 10 cm distance or to a length of 2.5 cm or less.

\*\*\*<sup>1</sup> A standard ductility apparatus is modified by the addition of a load cell. The load cell is calibrated in pounds per square centimeter. The sample is extended to a length of 30 cm and the force required is

recorded at 1 cm intervals. It should not exceed the stated limit of 6 lb/cm<sup>2</sup> over this range.

### AGGREGATE

The aggregates employed in this process shall provide a durable wearing surface while providing for the proper blend of aggregate and emulsion mixtures for filling pavement joints and potholes. Selection shall be made to achieve the proper design for the intended pavement.

All aggregates used shall be 100% crushed and meet the gradation parameters as outlined below and the quality requirements of the department's material specifications.

	<u>Sieve Size</u>	<u>% Passing</u>
(Type A Gradation)	3/8	100
	4	90-100
	8	0-20
	16	0-10

### ASPHALT CONCRETE

Item 448 asphalt concrete shall be used in combination with polymerized emulsion for the repairing of larger joints and potholes as stated in the pavement repair method.

## CONSTRUCTION REQUIREMENTS

### WEATHER LIMITATIONS

The pavement repair shall not be performed when the atmospheric temperature is less than 40 degrees F. Minimum pavement surface temperature shall be 40 degrees F during material application. Materials shall not be placed if impending weather conditions are such that proper curing may not be obtained.

### EQUIPMENT

All equipment required for performance of the work shall be subject to approval of the engineer and shall be maintained in a satisfactory operating condition. In addition to equipment described herein, the contractor shall furnish squeegees, lutes, compactors and other small tools which may be essential to the satisfactory completion of the work.

### AGGREGATE APPLICATION

The initial aggregate layers shall consist of #8 limestone and layered in by hand in each lift correlating with the appropriate amount of polymer modified emulsion. Each of these stone particles is to be completely covered with the liquid emulsion. Methods of injecting emulsion into the stream of aggregate, prior to placement in the cavity are not an acceptable method of placing the material. Material

shall be layered into the cavity as specified. The emulsion shall show no signs of pre-breaking prior to the placement and attachment of aggregate particles. The aggregate shall make contact to the emulsion in a vertical position and will show no signs of asphalt displacement. These consecutive aggregate layers are to be brought within ½ to ¼ inch of level with the surrounding concrete surface after compaction. The finish layer shall be capped with #9 limestone and compacted once again to be completely level with the surrounding pavement surface. The finished layer of aggregate shall be contained within the area in which the repair has been made.

#### POLYMERIZED BITUMINOUS EMULSION APPLICATION

The polymerized bituminous emulsion shall be pumped so as not to cause excessive agitation prior to contact of pavement surface. Application of emulsion shall be applied at a temperature range of 120° F - 170° F and shall never exceed 212° F, nor shall any load be continuously reheated. The application shall be performed by placing a uniform ribbon, 4" in width ±, and a surface thickness of 1/8" to 3/16". Repeated applications may be required to allow complete filling of pavement voids. The repeated application shall be accomplished without increasing ribbon width or thickness. It is necessary to allow adequate time for settlement pending size and depth of cavity. The completed polymerized emulsion ribbon will show no signs of settlement into the pavement structure, visually indicating that the cavity is filled. The final application of emulsion shall show no signs of vertical drainage prior to the application of cover aggregate.

#### SURFACE PREPARATION

Areas to be treated shall be free of all vegetation and loose or un-bound material. Immediately prior to material placement all concrete pavement joints showing deterioration shall be surface milled to a width of 12" – 24" and a depth of 2 inches. These areas shall be cleaned to maximum width and depth by use of compressed, oil-free air, at a minimum 125 CFM, and 100 P.S.I. After air cleaning there shall be no visible signs of standing moisture.

### PAVEMENT REPAIR METHOD #1 (CONCRETE JOINT FILLING)

This method shall be used when filling concrete pavement joints, depressions, cold seam ravels and fractures up to 4" in depth.

1. Surface preparation as required to remove loose materials.
2. Prime existing areas with the polymerized bituminous emulsion at an application rate of .10 to .25 gallons per square yard.
3. Place the polymerized emulsion and the specified gradation of aggregate into primed area. Placement of materials shall be accomplished by injecting the emulsion and aggregate (layering) into the pavement area/cavity to be repaired. At least 90% of the aggregate shall be coated. No additional hand mixing shall be required.
4. Strike off the placed repair mixture level with adjacent pavement surface.
5. Apply emulsion to repaired area at an application rate of .20 to .30 gallons per square yard. Cover aggregate shall be applied to emulsion by the preceding cover aggregate specification.

### PAVEMENT REPAIR METHOD #2 (CONCRETE JOINT REPAIR)

This method shall be used when repairing concrete pavement joints, depressions, cold seam ravels and fractures exceeding 4" in depth.

1. Follow procedures outlined above for surface preparation.
2. Prime existing areas with the polymerized bituminous emulsion at an application rate of 0.25± gallons per square yard as required.
3. Place 448 asphalt concrete in the deteriorated joint and compact with appropriate compaction equipment.
4. Following compaction, place, if required, additional 448 asphalt concrete to bring patch level to 1 inch below pavement surface and compact accordingly.
5. Apply polymerized emulsion to repaired area at an application rate of .20 to .30 gallons per square yard. Cover aggregate shall be applied to emulsion by the preceding cover aggregate specification. Complete surface seal shall be performed such that final profile is level with adjacent pavement surface.

### SPECIAL NOTES

The pavement repair method utilized will vary on the conditions of each joint. The necessary milling depth will determine the appropriate method of repair. Methods of injecting emulsion into the stream of aggregate, prior to placement in the cavity is not an acceptable method. Materials shall be layered into the cavity as specified.

### FINAL CLEAN-UP

Vacuum sweeping shall be completed within three hours of material application. Initial sweeping shall remove all loose or unbound materials. All debris shall be removed from job site.



## **CONTRACTOR SUBMITTAL REQUIREMENTS**

Certification signed by the contractor stating that all equipment used in the performance of the item of work is owned and maintained by the contractor and meets specifications. Included shall be a listing of all equipment proposed for the specified work.

Contractor shall provide a list of all key personnel employed by the contractor that will have management authority, duties or responsibilities for this item of work.

Contractor shall provide a list of all proposed material sources and corresponding test reports that demonstrate compliance with the specifications.

Contractor shall provide a Safety Plan acceptable to the engineer.

Contractor shall provide a Quality Control Plan acceptable to the engineer.

## **TRAFFIC CONTROL**

During construction, the contractor shall be responsible for all traffic control and must maintain one-lane access to all driveways and entrances utilizing proper traffic control devices, signage, and traffic flaggers. The contractor shall adequately mark, through the use of barrels, flashing lights, portable gates, and/or other devices approved by the Engineer, the limits of the project area and those areas of the site which are temporarily closed to traffic.

## **METHOD OF MEASUREMENT AND PAYMENT**

### **ITEM'S OF WORK**

### **PAY ITEM**

POLYMERIZED EMULSION CONCRETE JOINT MILLING / JOINT FILLING

Square foot

These pay items shall include all labor, materials and equipment to facilitate cleaning the existing pavement, traffic control, mix designs, construction of the specified product and any corrective work to meet acceptance.

## **SPECIFICATIONS FOR CURB RAMPS**

### **SCOPE OF WORK:**

The contractor shall remove existing sidewalks and curbs and replace the same and install curb ramps located as listed below. It also includes all necessary and associated restorations, seeding and/or sodding (subject to the Public Works Director approval) and pedestrian and vehicular traffic maintenance.

### **ITEM 608 - CURB RAMPS - TYPE D WITH TRUNCATED DOME:**

While curb ramps have been listed by location elsewhere within contract documents, payment will be made under Item 608 Curb Ramps Square Feet, regardless of given location. The work shall be done as described and detailed on ODOT Standard Drawing Dated 10-15-10.

Payment under this item will cover the cost of the work required to produce shapes and slopes in the seven-inch (7") concrete sidewalk.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>
608	Curb Ramps Type D with Truncated Dome	S.F.

## **SPECIFICATIONS FOR FULL DEPTH RIGID AND/OR FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT**

### **SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor and materials necessary to remove and replace pavement with flexible pavement, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

**ITEM SPL FULL DEPTH RIGID  
AND/OR  
FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT**

**Description**

**Removal of Existing Pavement**

**Correction of Subgrade**

**Placement of Asphalt Concrete**

**Method of Measurement**

**Basis of Payment**

**Description.** This work consists of the full depth removal of existing pavement in areas exhibiting deterioration, correcting the subgrade, placing and compacting asphalt concrete, and restoring the shoulders.

**Removal of Existing Pavement.** Conform to 255.03, except the last paragraph does not apply.

**Correction of Subgrade.** Shape and recompact the subgrade as the Public Works Director directs. Clean all vertical faces of the existing pavement, and coat them with asphalt material according to 401.14.

**Placement of Asphalt Concrete.** Construct the pavement replacement by placing and compacting Item 301 or 448, Type 2 material in two or more lifts according to 401.16.

Thoroughly and uniformly compact the first lift and all intermediate lifts using suitable mechanical compaction equipment operated over the entire replacement area.

Thoroughly compact the final lift using a pneumatic tire roller that conforms to 401.13. As the rolling progresses, add additional patching material, as necessary, to produce a smooth surface flush with the existing pavement surface.

Continuously compact each lift while the material is in a workable condition throughout the depth of the lift.

Trim the limits of the repair to form a vertical face 1.5 inches (38 mm) deep from the surface before placing the final asphalt concrete layer adjacent to the existing pavement unless the repair is covered with an overlay within 60 days.

If the Contract does not include resurfacing, seal the perimeter surface of the repaired areas by applying a nominal 4 inch (100 mm) wide strip of approved 702.04 asphalt material, RS-1, RS-2, CRS-1, or CRS-2 or 702.01 approved PG binder.

After completing repairs, restore the existing shoulders to the condition that existed prior to the repair work.

**Method of Measurement.** The Department will measure the quantity of Full Depth Pavement Removal and Flexible Replacement by the number of square yards of pavement repaired in the complete and accepted work, calculated using the dimensions established by the Public Works Director.

**Basis of Payment.** Payment is full compensation for furnishing all materials, including aerosol spray paint, saw cutting, removing pavement, correcting the subgrade, placing flexible pavement, sealing, and restoring the shoulders and for all labor, equipment, and incidentals necessary to complete this work.

The Department will not pay for removal, disposal, and replacement of pavement damaged adjacent to the repair area. The Department will pay for accepted quantities at the contract prices as follows:

**Item Unit Description.**

<u>Item</u>	<u>Unit</u>	<u>Description</u>
SPL	Square Yard	Full Depth Rigid and/or Flexible Pavement Removal and Flexible Replacement

**SPECIFICATIONS FOR ROTOMILLING**  
**ASPHALT STREETS**

**SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to rotomill, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

**ITEM 202 - WEARING COURSE REMOVED:**

This item shall consist of removing the existing asphalt wearing surface to the depths and limits specified or as directed by the Public Works Director, the intent of which is to remove the existing asphalt wearing surface down to the concrete surface, on streets that are asphalt over concrete.

On streets that are asphaltic concrete with a concrete curb and gutter, covered with asphalt concrete. Remove the top layer of asphalt 1 ¾" below the gutter plate and profile the pavement to the centerline.

Removal shall be made by the method of cold surface planning. The extent of removal as specified below in all cases shall be subject to revision by the Public Works Director during construction. At the longitudinal limits of each removal area the surface shall be tapered vertically from the maximum depth for each one and three quarters inches (1 3/4") depth.

Cutting shall be removed from the surface as planning operations proceed and following each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planning operations. Cleaning shall be carried out by using power brooms, vacuum sweepers or other approved methods.

Effective measures shall be taken to control dust, smoke, and the scattering of loose material during planning and cleaning operations. At all times catch basins and inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planning operations, the damaged area shall be repaired in a manner satisfactory to the Public Works Director and at no additional costs to the Township.

Care shall be exercised during planning operations so as not to damage manhole covers, grates, chambers, valves, valve boxes, etc. The contractor shall notify the various utility companies at least forty-eight (48) hours, but no more than seven (7) days, in advance of when planning work will begin so that, if desired, their representative may be present at the time planning work is performed to locate covers, chambers, valves, valve boxes, etc.; damaged by the contractor's operations shall be replaced by the contractor at his expense.

After removing the wearing course, the contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area. As an alternative method, the contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility castings to protect traffic, but will not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street. Where manholes or valve chambers within an area where wearing course is removed have previously been adjusted with the adjusting rings, the contractor shall also have the option of removing the adjustment ring.

**ITEM 202 - WEARING COURSE REMOVED:**

If the contractor chooses to remove the existing adjustment rings, he shall re-install the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and re-installation of adjacent rings or the separate removal of existing wearing course left around the castings.

**TO BE DONE NO MORE THAN 10 DAYS BEFORE INTERMIDATE COURSE  
UNLESS APPROVED BY COLERAIN TOWNSHIP**

These costs shall be included in the cost of removing the wearing course.

Payment for the removal of the wearing course will be made at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
202	Wearing Course Removed	Square Yards

**PROOF ROLLING** - Proof rolling shall be done on all asphalt streets as described in item 204. This is to be done once the roto-milling has been completed on the street. Payment for the above work shall not be a separate pay item. Payment for the proof rolling shall be included with the unit price bid for: item 202 Wearing Course Removed.

Where the stability of the subgrade is determined to be unstable by the Township Public Works Director, areas will be marked for full depth replacement and repaired by Colerain Township.

**SPECIFICATIONS FOR REPAIR OF CONCRETE CURB AND GUTTERS**

**SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to remove and replace concrete curbs and gutters, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

#### **ITEM 609 - REMOVAL AND REPLACEMENT OF CURB AND GUTTER:**

The removal and replacement of deteriorated curb and gutter shall be performed in accordance with the details shown in the ODOT standard construction drawing BP-5.1 and meeting the requirements of item 609. These provisions shall be to the limits marked by the Public Works Director. \*\* No additional compensation will be made for the method used in removing and replacing curb and gutter.

Saw cuts shall be of sufficient depth to prevent the fracture of adjacent curb and gutter and driveway aprons that are to remain in place. The contractor shall be responsible for the replacement of any damage to existing curbs and driveway aprons etc... and shall not be a separate pay item. No compensation will be made. Any replacement of curb and gutter beyond the limits marked or fractured by the contractor's operations shall be at the contractor's own expense.

Unless otherwise directed, the contractor will not remove any more curb and gutter than what he can replace the next day. Curbs in front of driveway aprons are to be replaced the same day they are removed. When removing curb and gutter, the excavated material shall be immediately removed from the site. To protect the public, barricades shall be placed over the cuts. Within three days after the concrete is placed, the contractor shall remove all forms, backfill behind the curb, in front of the gutter plate and clean the site. Removal and replacement work shall be confined to one side of the pavement at a time.

This work shall also include the full restoration of all turf and paved areas disturbed by the removal and replacement operations and may include backfilling with topsoil, seeding and mulching and/or sodding in accordance with Section 659 and 660 of the specifications and pavement replacement that may be required. Restoration shall present a neat finished appearance subject to the approval of the Public Works Director. The cost of all restoration shall be included in the unit cost for the replacement item.

Transverse saw cut through the curb and gutter shall be for the full depth to prevent the fracture of adjacent curb and gutter that is to remain in place. Where removal involved an expansion joint, a new expansion joint shall be installed. Contraction joints may be placed at the discretion of the Public Works Director, depending on the length of run to be placed. All replacement curb and gutter shall conform as neat as possible to the cross sectional shape of the existing curb and gutter with the top of the replacement section meeting the grade of the existing top of curb produced across the replacement section.

The replacement curb section shall be tied into the existing curb on each side with two one-half ( $\frac{1}{2}$ ) inch diameter, smooth, greased dowel bars, twelve (12) inches long. The Dowel bars shall be installed so as to extend six (6) inches into the replacement curb sections. The cost of the dowel bars and installation should be included in the unit price bid for the curb and gutter replacement Item 609.

Backfilling along the gutter plate on asphaltic concrete streets is to be held down to 1  $\frac{3}{4}$ " (one and three quarter inches) below the gutter plate. Material and process used is to be approved by the Public Works Director in advance. The cost of the material and labor for backfilling shall be included in the unit price bid for the curb and gutter replacement Item 609.

All pipe, downspouts, or drains encountered in the removal and replacement of curb and gutter shall be maintained, kept clear of obstruction. A new pipe is to be used to replace the section of damaged or broken pipe and it is required that a new pipe be connected to the end of the existing pipe with a coupler.

Where the new curb is 5/8" or higher than the existing driveway aprons, concrete is to be added behind the curb and shaped to form a wedge. The wedge shall be 3" wide for every 1" curb height and approved by the Public Works Director. The cost of the concrete and installation shall not be a separate pay item but included in the unit price bid for the curb and gutter replacement Item 609.

Payment for the removal and replacement of deteriorated concrete curb and gutter will be made at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
609	REMOVAL AND REPLACEMENT OF CURB AND GUTTER	L.F.

Which shall be full compensation for labor, maintenance of traffic, equipment and material required to complete the work including those items previously described above and any other items deemed incidental to completion of the work by the Public Works Director.

\*\*\* TO AVOID CONFUSION AND MISUNDERSTANDING, MEASURED SECTIONS WILL BE MARKED FOR REMOVAL BY SUCCESSFUL BID REPRESENTATIVE AND PUBLIC WORKS DIRECTOR.

#### **DOWNSPOUT PIPE, AS DIRECTED BY PUBLIC WORKS DIRECTOR:**

As indicated on the plans or as directed in the field by the Public Works Director, the Contractor shall extend and/or replace downspout pipes so as to daylight into proposed ditches; to extend through proposed curbs; or to be connected to an approved catch basin or storm sewer facility.

In areas where the downspout is to be constructed through the curb, all work, except as modified herein, shall conform to the "Downspout Outlet Detail".

This work shall include the construction and/or supplying and installing of the appropriate connectors to the existing downspout pipe and/or, where applicable, the storm sewer facility. These connectors shall include, as necessary, Fermco coupler or approved collars, adapters, reducers, etc. Pipe determined in the field to be in conflict with existing or proposed catch basins shall be connected (if possible) to the catch basins, as directed in the field. The new pipe should connect at sidewalk to get proper drainage.

The downspout pipe shall match the existing pipe diameter and shall be Schedule 40 PVC conduit. The unit price included in the bid shall be inclusive of the diameter pipe and shall also include the cost of removing and disposing of existing pipe.

The cost of the pipe, Fermco fittings, couplers and the installation shall be included in the unit price bid for the curb and gutter replacement Item 609.

## SPECIFICATIONS FOR STORM SEWER PIPE REPLACEMENT

### SCOPE OF WORK:

The contractor shall provide all tools, equipment, labor and materials necessary to replace culverts including all work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

### ITEM 603 - STORM SEWER PIPE REPLACEMENT:

All construction is to be kept within the right-of-way (see details) and shall consist of replacing the existing 12" storm line at the above location (see details) with 12" PVC pipe as specified.

The existing pavement shall be saw cut full depth and removed along neat lines parallel to the existing pipe and only in an amount that will permit the excavation and replacement of the pipe. New conduit shall be placed as close as possible to the elevation and grade of the existing pipe by placing it in the same trench from which the existing pipe was removed. Where necessary the trench shall be reshaped to provide proper support.

Trench restoration consists of type B bedding per 603.04 With CLSM-CDF Control Density fill

Pavement restoration shall consist of two 4" courses of Bituminous aggregate base Item 301 and one 2" course of asphalt concrete, Item 448. (See Plate No. 15 page 60)

### **707.43 POLYVINYL CHLORIDE PROFILE WALL PIPE**

This specification covers polyvinyl chloride (PVC) profile wall, smooth flow, sewer pipe and fittings with integral bell joints. The inside diameter range from 4 thru 48 inches. Storm sewer pipe from 4" to 15" diameter and sanitary sewer pipe and fittings shall comply with ASTM F 794, with the following additions:

7.5 Pipe Stiffness: The minimum pipe stiffness shall be 46 or greater.

10.5 Certification: The manufacturer shall furnish certified test data annually to the Laboratory, or at any time when the method of manufacture is changed. A letter of certification shall be provided to cover each shipment of material verifying that it meets specification requirements.

### PAYMENT

"Item 603 - Storm Sewer Pipe Replacement" shall include the cost of all labor, maintenance of traffic, equipment, and materials necessary to install the pipe and restore the trench.

Payment for this item will be made under:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603	Polyvinyl Chloride PVC Profile Wall Pipe,	L.F.



## **SPECIFICATIONS FOR CATCH BASIN RECONSTRUCT TO GRADE**

### **SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

### **RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE:**

The following streets are to have catch basins reconstructed to curb grade.

### **RECONSTRUCT:**

To shape or construct as a complete portion by putting together material and parts to repair said catch basin from the existing floor to an elevation as directed by the Public Works Director.

## **ITEM SPL RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE**

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the spring line; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Works Director; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas.

The restoration of the pavement shall be in accordance with the pertinent typical section. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Reconstruct Existing Catch Basin/Inlet, Complete.

## **SPECIFICATIONS FOR CATCH BASIN REHABILITATED TO GRADE**

### **SCOPE OF WORK:**

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

### **REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE:**

The following streets are to have catch basins rehabilitated to resurface grade.

#### **ITEM SPL, REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE:**

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the limits directed by the Public Works Director, approximately the upper two (2) feet of the existing catch basin/inlet; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Works Director; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas.

The restoration of the pavement shall be in accordance with the pertinent typical section or detail. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Rehabilitate Existing Catch Basin/Inlet, Complete.

#### **ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT**

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Works Director); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by the Public Works Director.

#### **ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT**

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Works Director); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by the Public Works Director.

#### **ITEM SPL REPLACE CATCH BASIN GRATE**

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin grate(s) and the furnishing and installing of new grates with diagonal openings, i.e. bicycle friendly grates. The grates shall be installed according to the applicable standard drawings.

Payment for this work will be made at the unit price bid per each for Item Spl, Replace Catch Basin Grate.

## **ITEM 647 HEAT-FUSED PREFORMED THERMOPLASTIC PAVEMENT MARKING**

- **647.01 Description**
- **647.02 Materials**
- **647.03 Equipment**
- **647.04 Application**
- **647.05 Basis of Payment**

**647.01 Description.** This work consists of furnishing and applying heat-fused preformed thermoplastic for use as auxiliary pavement markings according to Item 641, 740.01, 740.08 and the additional requirements specified below.

**647.02 Materials.** Furnish materials from the Department's Approved List conforming to:

Heat fused preformed thermoplastic  
.... pavement marking material..... 740.08

**647.03 Equipment.** Use manufacturer recommended equipment to apply the heat-fused preformed thermoplastic pavement marking material according to the appropriate type, as follows:

### **A. Type A90 or Type A125 Material.**

1. Propane torch to heat the pavement and material according to 647.04.B.
2. Infrared thermometer to assure that both the pavement and the material are properly heated and do not exceed the manufacturer's specified application temperature.

### **B. Type B90 or Type B125 Material.**

1. Propane torch for ensuring no moisture is present on the pavement and heating the material according to 647.04.C.
2. A thermometer is not required.

### **647.04 Application.**

**A. General.** Apply the heat-fused preformed thermoplastic pavement marking material to clean, dry pavement surfaces according to the appropriate type unless otherwise directed by the manufacturer's recommendation. Apply primer sealer on portland cement concrete pavements for proper adhesion only if the manufacturer requires its use.

Form lines 12 inches (300 mm) wide or less by one piece; form lines wider than 12 inches (300 mm) by no more than two pieces. Do not overlap individual pieces. Do not allow a gap greater than 1/4-inch (6 mm) between pieces.

**B. Type A90 and Type A125 Material Application on Asphalt Concrete and Portland Cement Concrete Pavements.** Uniformly pre-heat the pavement to 300 °F (149 °C) with a propane torch. Place the material on the warm surface as soon as practical, then uniformly post-heat to 400 °F (204 °C). Begin the post-heating process of material application as quickly as possible. The Contractor may have to extend post-heating on concrete having a high moisture content. Allow the material to cool naturally and solidify before exposing it to traffic.

Type A90 and A125 materials shall contain intermix beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

**C. Type B90 and Type B125 Material Application on Asphalt Concrete and Portland Cement Concrete Pavements.** Heat the pavement only to ensure no moisture is present. Place the material on the dry surface and then uniformly heat the material until it bubbles and changes color to off-white. Material must be able to be applied with no preheating of the pavement to a specified temperature and without the use of a thermometer. Allow the material to cool naturally and solidify before exposing it to traffic.

Type B90 and B125 material shall contain intermix glass beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

**647.05 Basis of Payment.** The Department will pay for accepted quantities at the contract prices, or prices adjusted according to 641.11, measured according to 641.12, with the provisions specified in 641.13, and as follows:

Item	Unit	Description
647	Foot (Meter)	Channelizing Line, Type ____
647	Foot (Meter)	Stop Line, Type ____
647	Foot (Meter)	Crosswalk Line, Type ____
647	Foot (Meter)	Transverse/Diagonal Line, Type ____
647	Each	Handicap Symbol Marking, Type ____
647	Each	Railroad Symbol Marking, Type ____
647	Each	School Symbol Marking, ____ inch (____ mm), Type ____
647	Foot (Meter)	Parking Lot Stall Marking, Type ____
647	Each	Lane Arrow, Type ____
647	Each	Word on a Pavement, ____ inch (____ mm), Type ____
647	Foot (Meter)	Dotted Line, ____ inch (____ mm), Type ____
647	Each, Foot, Square Foot (Meter, Square Meter)	Removal of Pavement Marking

### **SUB-CONTRACTOR LISTING**

SUB-CONTRACTOR	_____
COMPANY NAME	_____
ADDRESS	_____
PHONE	_____
REPRESENTATIVE	_____
TYPE OF WORK	_____

**MUST BE COMPLETED AND RETURNED WITH BID**

**MAKE COPIES IF ADDITIONAL FORMS ARE NEEDED**

## CONTRACT 19-1 ROAD IMPROVEMENTS

### PART IV, Section A.

#### AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER

The purpose of this form is to assure the Colerain Township Board of Trustees that the person signing the Proposal is legally competent to enter into the proposed Contract. Each bidder must complete Affidavits 1, 2, 3, 4 and 5 below, and have the completed forms notarized.

-----  
Affidavit #1

Sole owners or proprietors will complete Section A.  
Partnerships will complete Section B.  
Corporations will complete Section C.

#### Section A (For sole owners or proprietors)

I, \_\_\_\_\_ hereby certify that I  
(Print your full name)

am the sole owner or proprietor of \_\_\_\_\_  
(Print name of company)

and that my business address is \_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_  
(Print city, state and zip code)

\_\_\_\_\_  
(Telephone)

Signature \_\_\_\_\_

#### Section B (For partnerships)

In accord with Section 1775.08 of the Ohio Revised Code,

I, \_\_\_\_\_ hereby certify that I am  
(Print your full name)

a \_\_\_\_\_ partner in \_\_\_\_\_  
(Print name of company)

and that my business address is \_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_  
(Print city, state and zip code)

\_\_\_\_\_  
(Telephone)

and that I am authorized by my partner(s) to make this Proposal and to sign a Contract if we are awarded the Contract.

Signature \_\_\_\_\_

Approved by \_\_\_\_\_  
(Signature of one other partner)

**CONTRACT 19-1 ROAD IMPROVEMENTS**

**PART IV, Section A. (continued)**

**Section C (For corporations)**

In accord with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code,

I, \_\_\_\_\_ hereby certify that I am  
(Print your full name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Print title of position) (Print name of corporation)

which company is incorporated in the State of \_\_\_\_\_ and is

(registered) (not registered) to do business in Ohio. The home address

of the corporation is \_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_, and the local  
(Print city, state and zip code) (Telephone)

address, in or near Hamilton County, is \_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_.  
(Print city, state and zip code) (Telephone)

I am authorized to submit this Proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on \_\_\_\_\_  
(Date)

Approved by \_\_\_\_\_  
(Print name of officer)

\_\_\_\_\_  
(Print name of office)

Signature \_\_\_\_\_

## CONTRACT 19-1 ROAD IMPROVEMENTS

### PART IV, Section A. (continued)

#### Affidavit #2

In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code, I hereby certify that no elected or appointed official of Colerain Township, Hamilton County, Ohio, or any of its political subdivisions, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature \_\_\_\_\_

#### Affidavit #3

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Colerain Township, Hamilton County, Ohio, or its political subdivisions. I further certify that the subcontractors and/or material suppliers with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Colerain Township or its political subdivisions.

Signature \_\_\_\_\_

#### Affidavit #4

In accord with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, religion, origin, creed, color, sex or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature \_\_\_\_\_

#### Affidavit #5

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company or corporation I represent is not delinquent in payment of personal property taxes to the State of Ohio, or any subdivision thereof.

Signature \_\_\_\_\_



**CONTRACT 19-1 ROAD IMPROVEMENTS**

To be completed by Notary Public:

On this day, there appeared before me \_\_\_\_\_ saying  
(Print full name)

that (he) (she) is \_\_\_\_\_ of \_\_\_\_\_  
(Print title) (Print name of company or corporation)

and that (he) (she) understands all of the implications of the statements in Affidavits #1, #2, #3, #4 and #5 above, and has signed each in good faith.

Signature of Notary Public \_\_\_\_\_

Date \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**CONTRACT 19-1 ROAD IMPROVEMENTS**

PART IV Section B. (1)

PART V Section B.

**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

\_\_\_\_\_  
\_\_\_\_\_  
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

## CONTRACT 19-1 ROAD IMPROVEMENTS

### BID GUARANTY AND CONTRACT BOND(CONTINUED)

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Colerain Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

SAID SURETY hereby certifies that the Surety is authorized to execute bonds in the State of Ohio and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.121.

SAID SURETY also hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY: \_\_\_\_\_

SURETY COMPANY ADDRESS:

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

COLERAIN TOWNSHIP BOARD OF TRUSTEES,  
HAMILTON COUNTY, OHIO

SURETY AGENT'S ADDRESS:

\_\_\_\_\_  
President

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Street

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
City State Zip

## PART IV

## CONTRACT 19-1 ROAD IMPROVEMENTS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand, Zero Hundred and \_\_\_\_\_ by and between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and \_\_\_\_\_ herein after designated as the Contractor.

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

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

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

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

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

COLERAIN TOWNSHIP BOARD OF TRUSTEES  
HAMILTON COUNTY, OHIO

Contractor \_\_\_\_\_

Administrator: \_\_\_\_\_

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

**CONTRACT 19-1 ROAD IMPROVEMENTS**

CONTRACT (CONTINUED)

**CLERK'S CERTIFICATE**

Cincinnati, Ohio \_\_\_\_\_, 20\_\_\_\_

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

Fund No. \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer, Colerain Township  
Hamilton County, Ohio

Cincinnati, Ohio \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Attorney, Colerain Township  
Hamilton County, OH

## **CONTRACT 19-1 ROAD IMPROVEMENTS**

### **PART V**

#### **Section B.**

#### **CONTRACT BOND**

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

#### **Section C.**

#### **INSURANCE CERTIFICATES**

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

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

## CONTRACT 19-1 ROAD IMPROVEMENTS

PART V,

Section D (1)

### ESCROW AGREEMENT

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

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

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

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

NOW, THEREFORE, IT IS AGREED THAT:

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

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



**CONTRACT 19-1 ROAD IMPROVEMENTS**

**ESCROW AGREEMENT(CONTINUED)**

IN WITNESS WHEREOF, the parties have executed this Agreement at

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COLERAIN TOWNSHIP BOARD OF TRUSTEES  
OF HAMILTON COUNTY, OHIO

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Township Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Escrow Agent

PART V,

Section D (2)

# ESCROW AGREEMENT WAIVER

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

---

TOWNSHIP REPRESENTATIVE      DATE

\_\_\_\_\_

CONTRACTOR

DATE \_\_\_\_\_

**NOTE:**

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



## Ohio Department of Public Safety

### Division of Homeland Security

<http://www.homelandsecurity.ohio.gov>

## PUBLIC EMPLOYMENT

In accordance with section 2909.34 of the Ohio Revised Code

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

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

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

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

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

## DECLARATION

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

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

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

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

## CERTIFICATION

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

---

Signature

---

Date

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Corporation or Business Trust)  
(R.C. 3517.13(J)(3))**

PO# \_\_\_\_\_/Quote# \_\_\_\_\_

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS: \_\_\_\_\_

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

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_  
[Name of Corporation/Business Trust]
2. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_  
[Name of Corporation/Business Trust]
3. On behalf of \_\_\_\_\_, I do hereby certify that all of  
[Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:
  - (a) Each owner of more than twenty per cent of the corporation or business trust;
  - (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
  - (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
  - (d) Any political action committee affiliated with the corporation or business trust;
  - (e) Any combination of persons identified in (a) through (d) of this section.
4. I further certify that if \_\_\_\_\_ is awarded a  
[Name of Corporation/Business Trust]  
contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:
  - (a) An owner of more than twenty per cent of the corporation or business trust;
  - (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
  - (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
  - (d) Any political action committee affiliated with the corporation or business trust;
  - (e) Any combination of persons identified in (a) through (d) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or \_\_\_\_\_ to the penalties set forth in Section  
[Name of Corporation/Business Trust]  
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

Sworn to before me, and subscribed in my presence, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Colerain Township

## 19-1 Road Improvements

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
202	WEARING COURSE	24,933	S.Y		
441	ASPHALT SURFACE COURSE, Type 1 (448), PG 70-22	1,085	C.Y		
441	ASPHALT INTERMIATE COURSE, Type 1 (448), PG 70-22	915	C.Y		
604	STORM MANHOLE SHIM RING	7	EACH		
604	STORM MANHOLE BRICK AND MORTAR	17	EACH		
604	SANITARY MANHOLE SHIM RING	8	EACH		
604	SANITARY MANHOLE PRE CAST RING	18	EACH		
608	SIDEWALK RAMPS 5"	1,338	S.F		
608	DRIVEWAY APPRONS 7"	1,920	S.F		
609	28" TYPE 3 CURB REPLACEMANT	15,185	L.F		
SPL	SINGLE CATCH BASIN RECONSTRUCT	6	EACH		
SPL	SINGLE CATCH BASIN REHABILITATE	28	EACH		
SPL	DOUBLE CATCH BASIN RECONSTUCT	2	EACH		
SPL	DOUBLE CATCH BASIN REHABILITATE	14	EACH		
SPL	DOUBLE CATCH BASIN ADJUSMENT	1	EACH		
SPL	FULL DEPTH ASPHALT REPAIR	600	S.Y		
SPL	CONCRETE JOINT REPAIR	5,000	S.F		
605	UNCALSSIFIED PIPE UNDERDRAINS	1,000	L.F		
SPL	UNDERCUT REMOVE & REPLACE (PER DETAIL IF NEEDED)	75	C.Y		
SPL	CONTENGINCY 15%			\$164,710.32	\$164,710.32

Total

Bidder Name

---

Signature

---

Company

---

### 2019 Locations

Location	From	To	Feet
Current Ln	Struble Rd	Cul-de-sac	793
Overdale Dr	Greenbrook ln	Cul-de-sac	3,088
Regal Ln	Sovereign Dr	2954	2,271
*Sagemeadow Dr	Woodsong Dr	Cul-de-sac	1,739
Twin Willow Dr	Hubble Rd	Cul-de-sac	972
Total Feet			8,863

\* Asphalt Over Concrete

### Concrete Joint Repair

Location	From	To	Square Feet
Sagemeadow Dr	Woodsong Dr	Cul-de-sac	5,000

### 4" Underdrain

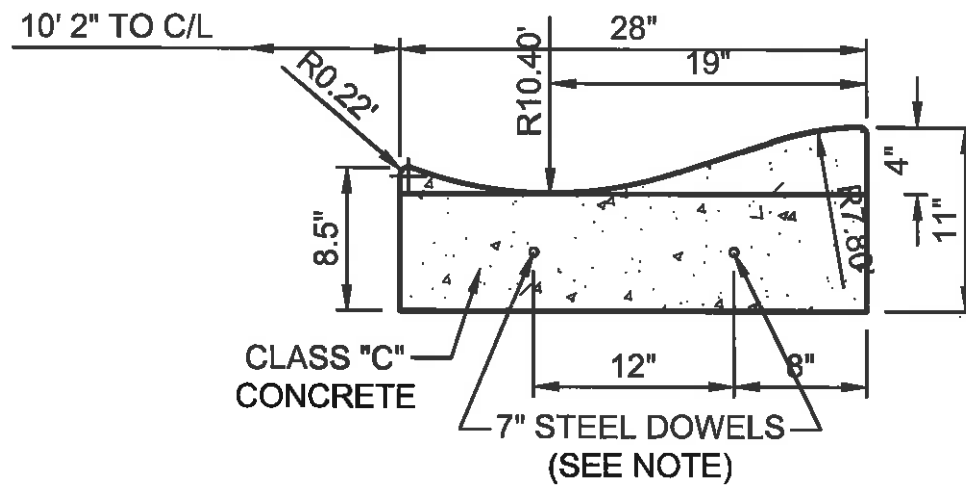
Location	From	To	Feet
Overdale Dr	Houston Rd	2838 Overdale	1,000



## Construction Scheduled

<u>Description of Work</u>	<u>Start Date</u>	<u>End Date</u>
Notice to Proceed	_____	_____
Curb	_____	_____
Catch Basins	_____	_____
Asphalt Milling (No more than 10 Days Before Intermediate Course)	_____	_____
Asphalt Intermediate Course	_____	_____
Asphalt Surface course	_____	_____
Final Punch List	_____	_____

MUST BE COMPLETED AND RETURNED WITH BID

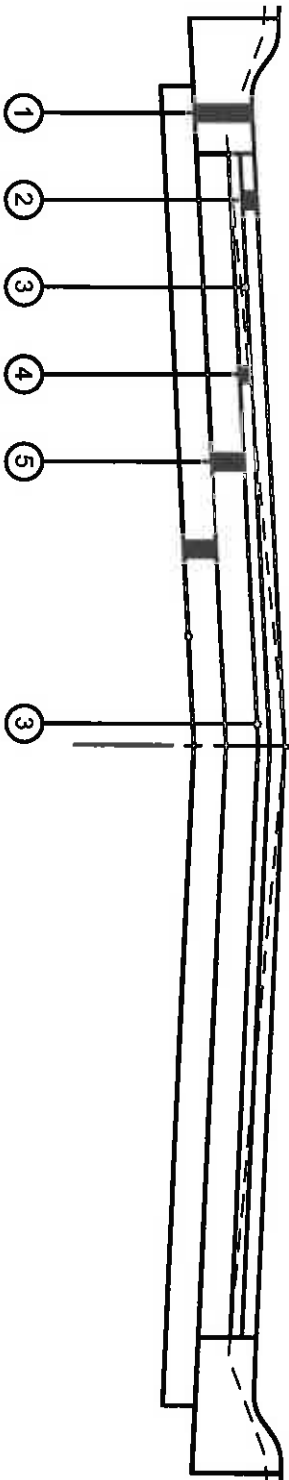


REQUIREMENTS AS SHOWN WITH EXPANSION JOINTS AT RADII AND INLETS, IMPRESSED CONTRACTION JOINTS AT 10' SPACING BETWEEN EXPANSION JOINTS.

NOTE: ONE INCH NON-EXTRUDING EXPANSION JOINTS W/TWO DOWELS AND SLEEVES OR TWO DOWEL BAR ASSEMBLIES.

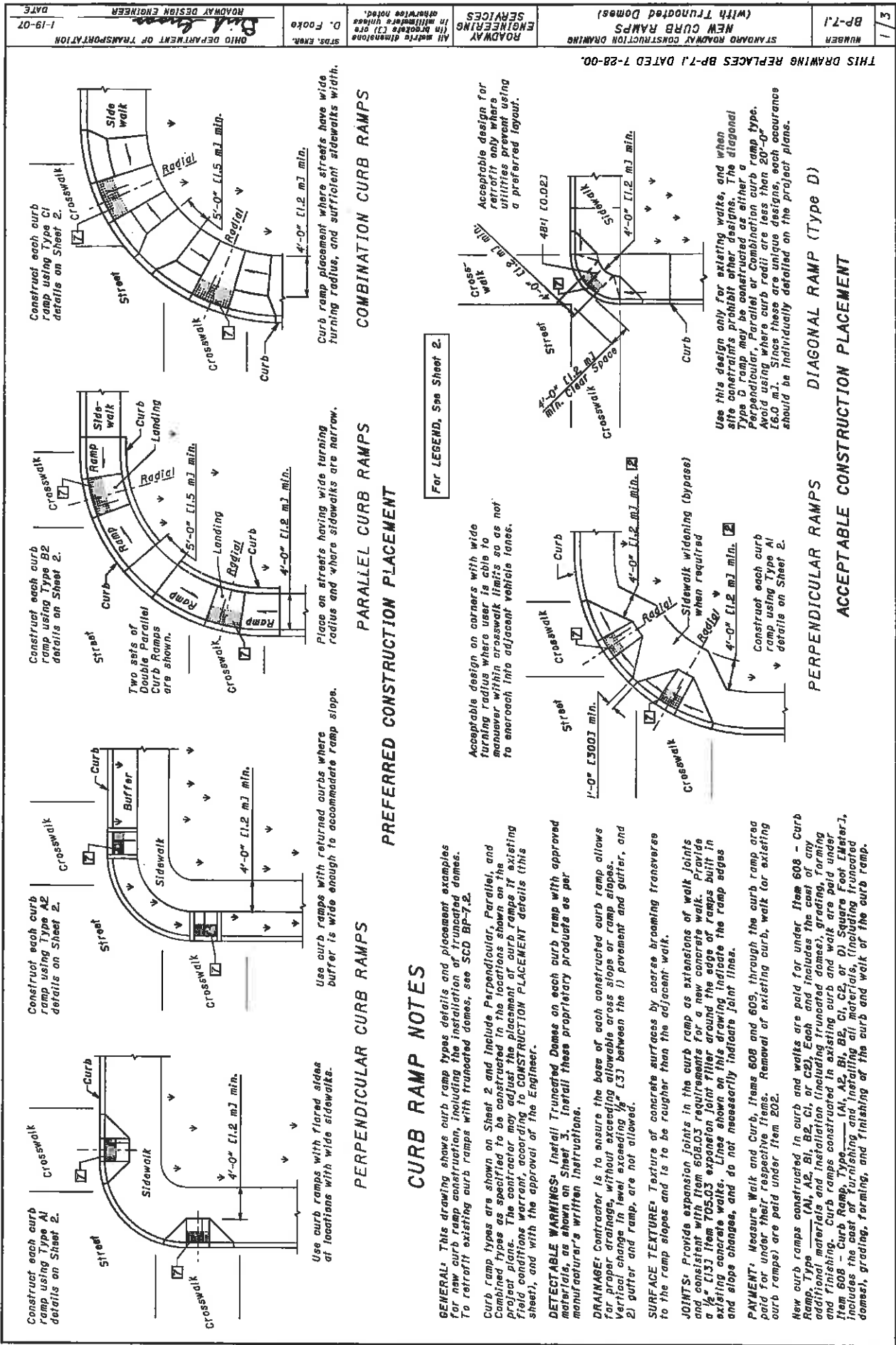
**28" ROLL CURB, TYPE 3, AS PER PLAN**

Undercut Detail



LEGEND

- |   |          |   |
|---|----------|---|
| ① | ITEM 608 | 28" ROLL CURB, TYPE 3, AS PER PLAN                          |
| ② | ITEM 441 | 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22 |
| ③ | ITEM 407 | TACK COAT   |
| ④ | ITEM 441 | 1" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (448)       |
| ⑤ | ITEM 301 | 6" ASPHALT CONCRETE BASE, PG64-22                           |



## CURB RAMP NOTES

**GENERAL:** This drawing shows curb ramp types, details and placement examples for new curb ramp construction, including the installation of truncated domes. To retrofit existing curb ramps with truncated domes, see SCD BP-7.2.

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combination types. The contractor is to construct the curb ramp in the location shown on the project plans. The contractor may adjust the placement of curb ramps to meet existing field conditions warrant, according to CONSTRUCTION PLACEMENT details (this sheet), and with the approval of the Engineer.

**DETECTABLE WARNING:** Install Truncated Domes on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

**DRAINAGE:** Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding  $\frac{1}{4}$ " [3] between the (1) pavement and gutter, and (2) gutter and ramp, are not allowed.

**SURFACE TEXTURE:** Texture of concrete surfaces by coarse brooming transverse to the ramp slopes and is to be rougher than the adjacent walk.

**JOINTS:** Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a  $\frac{1}{4}$ " [3] Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

**PAYMENT:** Measure Walk and Curb, Items 608 and 609, through the curb ramp area paid for under their respective items. Removal of existing curb, walk for existing curb ramps) are paid under Item 202.

New curb ramps constructed in curb and walks are paid for under Item 608 - Curb Ramp, Type 1 (A1, A2, B1, B2, C1, or C2). Each and includes the cost of any additional materials and installation (including truncated domes, grading, forming and finishing). Curb ramps constructed in existing curb and walks are paid under Item 609 - Curb Ramp, Type 2 (A1, A2, B1, B2, C1, or C2). Each and includes the cost of any additional materials and installation (including truncated domes, grading, forming, and finishing of the curb and walk of the curb ramp).

## PREFERRED CONSTRUCTION PLACEMENT

### PERPENDICULAR CURB RAMPS

### PARALLEL CURB RAMPS

### COMBINATION CURB RAMPS

For LEGEND, See Sheet 2.

### PERPENDICULAR RAMPS

### DIAGONAL RAMP (Type D)

## ACCEPTABLE CONSTRUCTION PLACEMENT

THIS DRAWING REPLACES BP-7.1 DATED 7-28-00.

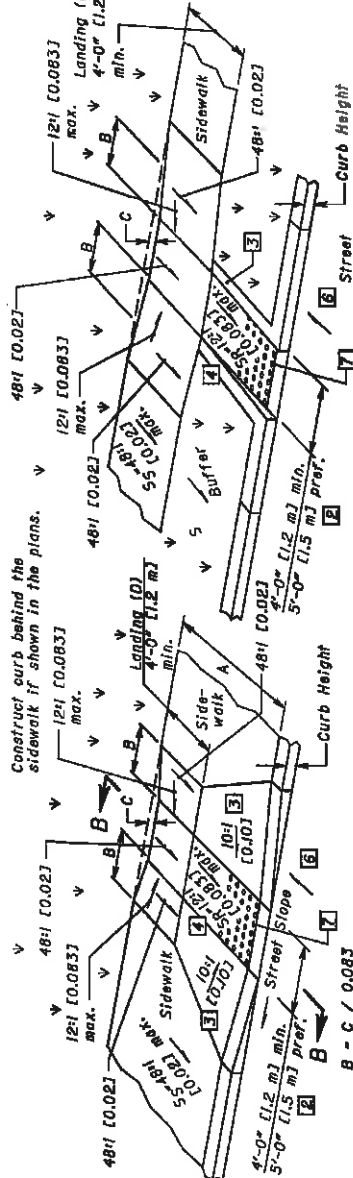
### LEGEND

- See Sheet 3 for Sections.



*Type A1 (Perpendicular with flared sides)      Type A2 (Perpendicular with returned curb)*

### PERPENDICULAR CURB RAMP DETAILS



Type C1 (Combined with flared sides)

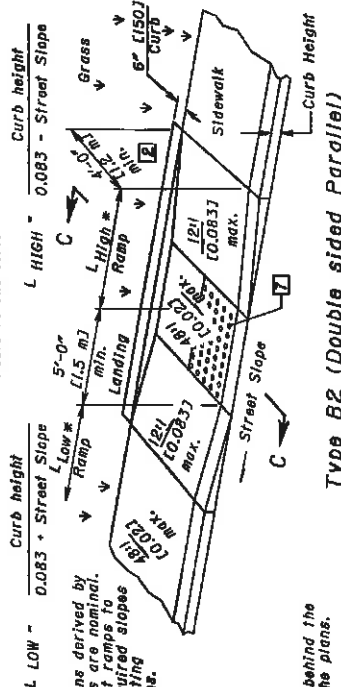
COMBINED CURB RAMP DETAILS

Street Slope	Ramp Length @ 1°/ft (0.083)	LOW SIDE <sup>#</sup>	HIGH SIDE <sup>#</sup>
0.01	5'-5"	1.6 m]	6'-10" [2.1 m]
0.02	4'-10"	1.5 m]	7'-1" [2.4 m]
0.03	4'-5"	1.3 m]	7'-5" [2.9 m]
0.04	4'-1"	1.2 m]	7'-8" [3.6 m]
0.05	3'-9"	1.1 m]	15'-2" [4.6 m]

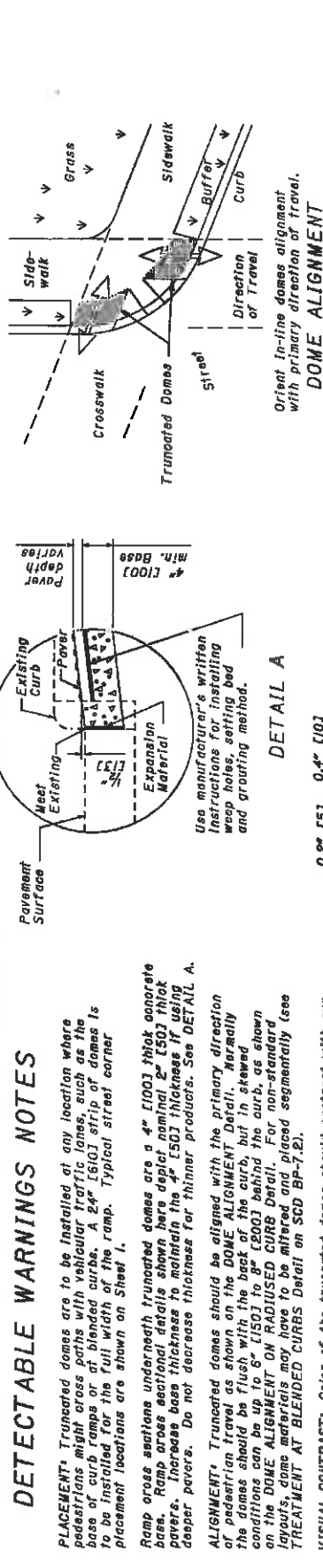
<sup>#</sup> Measured along the back of a 6" 1501, high curb.

*For Parallel Ramps construct curb behind the sidewalk if required elsewhere in the plans.*

### PARALLEL CURB RAMP DETAILS



Type B2 (Double sided Parallel)



rounding concrete walk and ramp. Use of a red blend is recommended for concrete curb ramps. Black is not an acceptable color.

**PRODUCTS:** Approved products include clay and concrete pavers, cast iron, and cast-in-place engineered plastics and a listing of them may be found on the Office of Roadway Engineering Service's Truncated Domes Approved List ([www.dot.state.nj.us/roadwayengineering/index.asp](http://www.dot.state.nj.us/roadwayengineering/index.asp)). Install products as per manufacturer's printed instructions, with added instructions for pavers shown below.

If using pavers, setting bed and joints to be grouted in accordance with manufacturer's written instructions and provide written copies to the Engineer. If the installation method requires a gravel bed, bonding group or other compensating materials, provide documentation that the materials have freeze thaw resistance equal to the pavers.

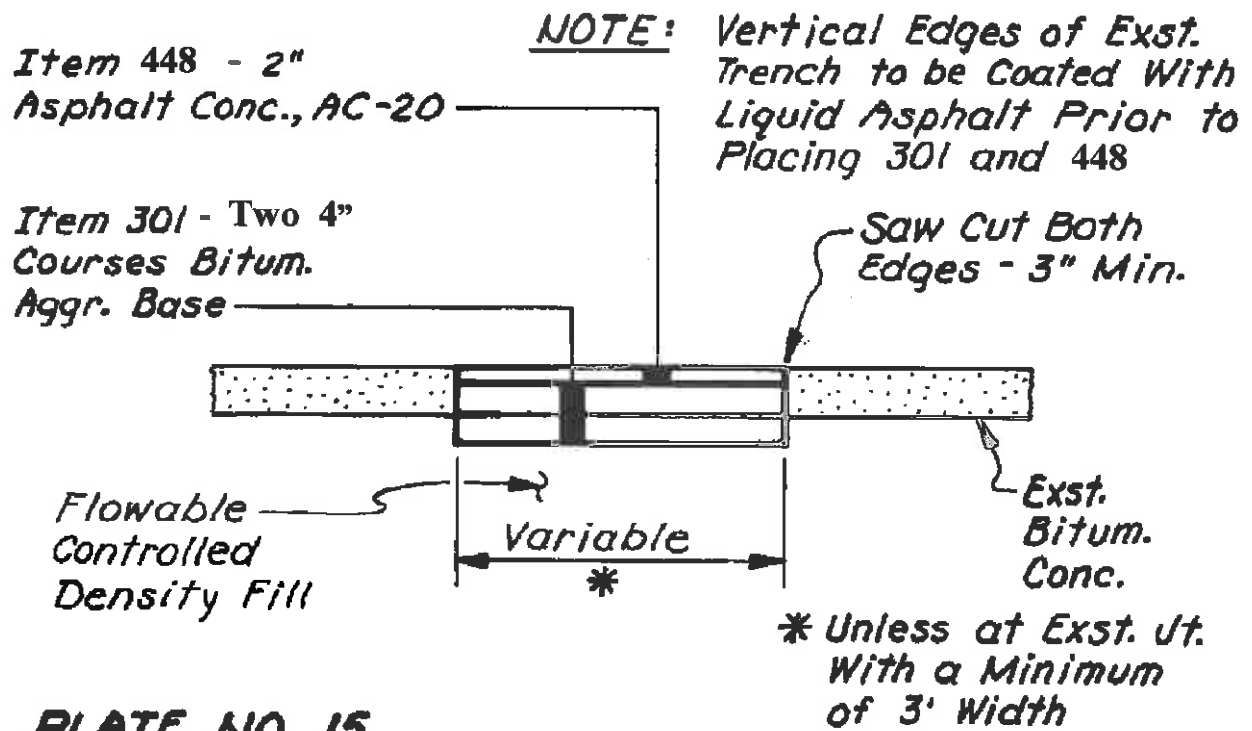
Worned joints are to be flush with top surface and struck so as to give a smooth surface. Pavers shall be laid such that joints are level with adjoining joints to provide a smooth transition from brick to brick and brick to concrete surfaces.

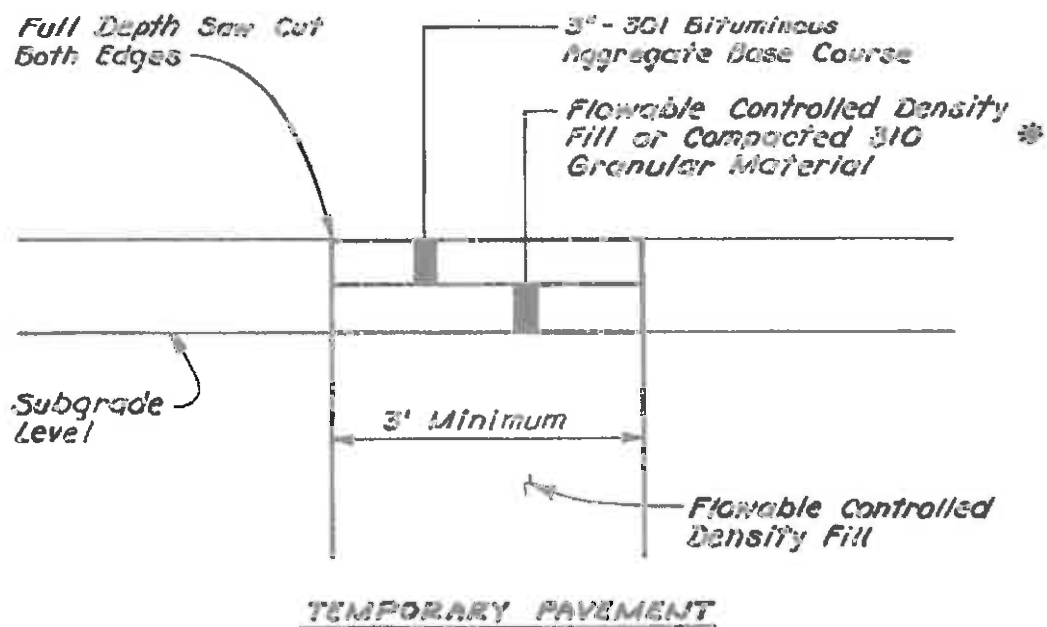
The width of paver joints are to be between  $\frac{3}{16}$ " [4] and  $\frac{1}{16}$ " [1.5]. Pavers should not directly touch each other unless they have spacing bars.

The surface of any two adjacent units should not differ by more than  $\frac{1}{16}$ " [3] in height. Place pavers in a running bond pattern. Face of all pavers are to be clean of cement and protected to avoid chipping during installation.

COLERAIN TOWNSHIP PUBLIC WORKS DEPARTMENT

FULL DEPTH RIGID AND/OR FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE  
REPLACEMENT





\* The Flowable Controlled Density Fill or 310 Granular Material Above Subgrade Level is to be Removed to Permit Proper Pavement Restoration

NOTE: Refer to Plates 14 Thru 19  
for Details of Permanent  
Restoration



# TYPICAL RESTORATION SECTIONS

Plates No. 14, 15 & 16

RESTORATION CLASS	TYPICAL RESTORATION SECTIONS	BACKFILL
CONCRETE ROADWAY	<p>Class "C" Conc. With 78 #/100 S.F. Road Mesh</p> <p>5/8" x 1'-0" Tie Bar @ 5'-0" OC or 5/8" Expn. Anchor Bolt</p> <p>Saw Cut Both Edges - Full Depth</p> <p>6"</p> <p>Flowable Controlled Density Fill</p> <p>Variable</p> <p>Exst. Conc. Pmnt.</p> <p>* Unless at Exst. Jt. With a Minimum of 3' Width</p> <p>PLATE NO. 14</p>	FLOWABLE CONTROLLED DENSITY FILL
SITUMINOUS MACADAM ON STONE BASE	<p>NOTE: Vertical Edges of Exst. Trench to be Coated With Liquid Asphalt Prior to Placing 301 and 404</p> <p>Item 404 - 2" Asphalt Conc., AC-20</p> <p>Item 301 - 2-4" Courses Bitum. Aggr. Base</p> <p>Saw Cut Both Edges - 3" Min.</p> <p>Flowable Controlled Density Fill</p> <p>Variable</p> <p>Exst. Bitum. Conc.</p> <p>* Unless at Exst. Jt. With a Minimum of 3' Width</p> <p>PLATE NO. 15</p>	FLOWABLE CONTROLLED DENSITY FILL
BITUMINOUS MACADAM ON STONE BASE (Only Used W/ Written Approval of Permit Dept. Engineer)	<p>Refer to Above Note Not Applicable For Longitudinal Openings Within 5' of Edge of Pavement</p> <p>Item 404 - 1 1/2" Asph. Concrete. To be Used With AC-20 Tack Coat</p> <p>5" Class "C" Conc. (4200)</p> <p>Floated Finish Required</p> <p>Saw Cut Both Edges - 3" Min.</p> <p>Flowable Controlled Density Fill</p> <p>Variable</p> <p>Exst. Bitum. Conc.</p> <p>NOTE: Mech. Vibrator to be Used on Concrete</p> <p>PLATE NO. 16</p>	FLOWABLE CONTROLLED DENSITY FILL

# PUBLIC SERVICES

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Department: Public Services

Department Head:

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## Motion to Accept a Donation

Recommend adoption of a motion to accept a \$300.00 donation from Precious Years Learning Center

### Rationale:

Precious Years Learning Center has donated \$300.00 to be a Bronze Sponsor for the replacement of Megaland Playground at Colerain Park.



## Sponsorship Commitment Form

Company: Precious Years Learning Center

Contact Person: Christine Froehle

Address: 5906 Springdale Road

City/State/Zip Code: 45247

Phone: [REDACTED] Email: [REDACTED]

### I would like to sponsor:

- ☐ Mega Sponsor (\$7,500+)
- ☐ Gold Sponsor (\$3,000-\$7,499)
- ☐ Silver Sponsor (\$1,000-\$2,999)
- ☒ Bronze Sponsor (\$300-\$999)
- ☐ Playground Friends (\$20-299)



Artistic Checks 1-800-224-7621 www.artisticchecks.com

PRECIOUS YEARS  
LEARNING CENTER, LTD.  
5906 SPRINGDALE ROAD  
CINCINNATI, OH 45247  
513-245-2305

13-1542/420

5099

Date

11.26.18

Pay to the  
order of

Colerain Twp Trustees

\$ 300.00

Three hundred

Dollars

HUNTINGTON  
WWW.HUNTINGTON.COM

Memo

Playground Sponsorship C Froehle

COLERAIN

# PLANNING & ZONING

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Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

---

## Motion to Approve 2019 Meeting & Submission Dates for the Board of Zoning Appeals

Recommended approval of a motion to establish the 2019 BZA Regular Meeting Schedule.

### Rationale:

\* The December regular meeting will be held one week earlier than the usual schedule to accommodate the Holiday.

# COLERAIN TOWNSHIP BOARD OF ZONING APPEALS

## SCHEDULE OF MEETINGS AND SUBMISSION DEADLINES

**2019**

Submission Deadline

Meeting Date

Dec. 12

Jan. 23

Jan. 16

Feb. 27

Feb. 13

Mar. 27

Mar. 13

Apr. 24

Apr. 10

May 22

May 15

June 26

June 12

July 24

July 17

Aug. 28

Aug. 14

Sept. 25

Sept. 11

Oct. 23

Oct. 9

Nov. 20

Nov. 6

Dec. 18\*

# PLANNING & ZONING

---

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

---

## Motion to Approve 2019 Meeting & Submission Dates for the Zoning Commission

Recommended approval of a motion to establish the 2019 Zoning Commission Regular Meeting schedule.

### Rationale:

# COLERAIN TOWNSHIP ZONING COMMISSION

## SCHEDULE OF MEETINGS AND SUBMISSION DEADLINES

### INFORMAL CONCEPT PLAN REVIEW OF PROPOSED ZONING AMENDMENTS

**2019**

Submission Deadline

Meeting Date

Dec. 18

Jan. 15

Jan. 22

Feb. 19

Feb. 19

Mar. 19

Mar. 19

Apr. 16

Apr. 23

May 21

May 21

June 18

June 18

July 16

July 23

Aug. 20

Aug. 20

Sept. 17

Sept. 17

Oct. 15

Oct. 22

Nov. 19

Nov. 19

Dec. 17

## COLERAIN TOWNSHIP ZONING COMMISSION

### SCHEDULE OF MEETINGS AND SUBMISSION DEADLINES

#### FINAL DEVELOPMENT PLANS AND MINOR AMENDMENTS TO FDPs

**2019**

<u>Submission Deadline</u>	<u>Meeting Date</u>
Dec. 4	Jan. 15
Jan. 8	Feb. 19
Feb. 5	Mar. 19
Mar. 5	Apr. 16
Apr. 9	May 21
May 7	June 18
June 4	July 16
July 9	Aug. 20
August 6	Sept. 17
Sept. 3	Oct. 15
Oct 8	Nov. 19
Nov. 5	Dec. 17



## COLERAIN TOWNSHIP ZONING COMMISSION

### SCHEDULE OF MEETINGS AND SUBMISSION DEADLINES

#### ZONING AMENDMENTS AND MAJOR AMENDMENTS TO FDPs

<b><u>2019-2020</u></b>	Submission Deadlines for Complete Zoning Amendment <u>Applications</u>	Hamilton County Regional Planning <u>Meeting</u>	Township Zoning Commission <u>Meeting</u>	Board of Trustees <u>Meeting</u>
<u>CYCLE</u>	8 weeks prior to Zoning Commission Meeting	1st Thursday	3rd Tuesday	*2 <sup>nd</sup> Tuesday
19-01	Nov. 20	Jan. 3	Jan. 15	Feb. 12
19-02	Dec. 22	Feb. 7	Feb. 19	Mar. 12
19-03	Jan. 22	Mar. 7	Mar. 19	Apr. 9
19-04	Feb. 19	Apr. 11	Apr. 16	May 14
19-05	Mar. 26	May 2	May 21	June 11
19-06	Apr. 23	June 6	June 18	July 9
19-07	May 21	July 3	July 16	Aug. 13
19-08	June 25	Aug. 1	Aug. 20	Sept. 10
19-09	July 23	Sept. 5	Sept. 17	Oct. 8
19-10	Aug. 20	Oct. 3	Oct. 15	Nov. 12
19-11	Sept. 24	Nov. 7	Nov. 19	Dec. 10
19-12	Oct. 22	Dec. 5	Dec. 17	Jan. 14
20-01	Nov. 19	Jan. 2	Jan. 21	Feb. 11
20-02	Dec. 17	Feb. 6	Feb. 18	Mar. 10

\*Subject to change.

# PLANNING & ZONING

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Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

---

## Motion to Approve Zoning Department 2019 Fee Schedule

Recommended approval of a motion to set the 2019 Planning & Zoning Fee Schedule.

### Rationale:

There are no proposed changes to the Planning & Zoning Fee Schedule for the 2019 calendar year.



**COLERAIN TOWNSHIP PLANNING & ZONING FEE SCHEDULE**  
EFFECTIVE 1/1/2019

**ZONING CERTIFICATE TYPE**

**FEE**

**RESIDENTIAL ZONE DISTRICTS:**

SINGLE FAMILY DWELLING	\$350 PER STRUCTURE
MULTI-FAMILY DWELLING	\$350 PER STRUCTURE + \$50/UNIT
ADDITIONS TO RESIDENTIAL DWELLING	\$150
DETACHED GARAGES, SHEDS, ACCESSORY OR TEMPORARY STRUCTURES	\$35
SWIMMING POOLS (ABOVE OR BELOW GROUND)	\$100
FENCES, DECKS, WALLS, NEW/EXPANDED DRIVEWAYS, ANTENNA TOWERS	\$35
ALTERATIONS OR REPAIRS OF DWELLING	\$50
HOME OCCUPATIONS, SATELLITE DISHES, OUTDOOR WOOD BOILERS, SOLAR PANELS	\$50

**NON-RESIDENTIAL ZONE DISTRICTS:**

**BUILDINGS:**

5,000 SQUARE FEET OR LESS	\$500 PER STRUCTURE
5,001 SQUARE FEET TO 10,000 SQUARE FEET	\$600 PER STRUCTURE
10,001 SQUARE FEET TO 15,000 SQUARE FEET	\$700 PER STRUCTURE
15,001 SQUARE FEET TO 20,000 SQUARE FEET	\$800 PER STRUCTURE
20,001 SQUARE FEET OR MORE	\$1000 PER STRUCTURE
INTERIOR ALTERATIONS/FINISHES OR REPAIRS OF STRUCTURES	\$350
BUILDING ADDITIONS	\$250
TEMPORARY TENTS, TRAILERS, & STRUCTURES	\$100
ACCESSORY STRUCTURES, WALLS, FENCES, DECKS, ANTENNA TOWERS,	\$150
SATELLITE DISHES, SOLAR PANELS, ELECTRIC CHARGING STATIONS/ALTERNATIVE FUEL STATIONS	

**SIGNS:**

NEW GROUND & POLE SIGNS	\$250
NEW WALL, AWNING, DIRECTIONAL	\$150
TEMPORARY SIGN	\$50
BILLBOARD	\$1500 PER SIDE
HIGH RISE INTERSTATE	\$1000 PER SIDE
FACE CHANGE	\$150 (SINGLE FACE)

**MISCELLANEOUS:**

CHANGE OF USE CERTIFICATE	\$150
NON-CONFORMING USE CERTIFICATE	\$100
LOT SPLIT	\$150 PER NEW LOT
REVISION TO ZONING CERTIFICATE (WITHIN 90 DAYS)	1/2 ORIGINAL FEE

## **ZONING MAP AMENDMENTS:**

SINGLE FAMILY DISTRICTS	\$1300 + \$150 PER ACRE
MULTI-FAMILY DISTRICTS	\$1300 + \$150 PER ACRE
BUSINESS DISTRICTS	\$1300 + \$150 PER ACRE
"SWD" & "ME" LANDFILL & EXCAVATION DISTRICTS	\$1300 + \$150 PER ACRE
"RF" FLOOD PLAIN MANAGEMENT	\$300
HILLSIDE DEVELOPMENT OVERLAY DISTRICTS	\$1300 + \$150 PER ACRE
ADMINISTRATIVE MODIFICATION	\$150
FINAL DEVELOPMENT PLANS AND MINOR MODIFICATIONS	\$550
MAJOR MODIFICATION	\$1,300
LAND USE MAP CHANGES	\$500
OPEN SPACE DEVELOPMENT	\$1300 + \$150 PER ACRE

ADJACENT PROPERTY OWNERS, LEGAL NOTICES, AND RECORDING FEES - APPLICANT PAYS ALL CHARGES

## **BOARD OF ZONING APPEALS:**

VARIANCE	\$350
COMPATIBLE NON-CONFORMING USE	\$400
CODITIONAL USE	\$400

ADJACENT PROPERTY OWNERS AND LEGAL NOTICES - APPLICANT PAYS ALL CHARGES

## **MISCELLANEOUS FEES:**

PLANNING & ZONING DOCUMENTS	10¢ PER PAGE
ZONING MAP (36"X50")	\$30
LAND USE MAPS (36"X44")	\$30
11"X17" MAPS	\$10
PROPERTY OWNER SEARCH/PLAT MAP	\$30
ZONING CERTIFICATION/VERIFICATION LETTER	\$125

## **NOTES:**

MAKE CHECK PAYABLE TO: COLERAIN TOWNSHIP BOARD OF TRUSTEES

LEGAL NOTICES FOR PUBLIC HEARINGS - ESTIMATED MINIMUM FEE/HEARING: \$30

ADJACENT PROPERTY OWNERS NOTICES - CURRENT COST FOR USPS 1ST CLASS MAIL

RECORDING FEES - ESTIMATED MINIMUM FEE: SEE HAMILTON COUNTY RECORDING FEE SCHEDULE

FEES ARE NON-REFUNDABLE

# PLANNING & ZONING

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Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

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## Motion to Appoint Members to the Colerain Township Zoning Commission

Recommended approval of a motion to appoint the following three members to the Zoning Commission due to the expiration of terms and a resignation:

Staff recommends Board Member Colleen Smith be re-appointed into the primary Board Member position for a 5-year term which will expire December 31, 2023.

Staff recommends that Lori McMullin be appointed into the unexpired portion of the primary Board Member position. This is a 5-year position which was vacated due to a resignation with four years remaining. This position's term will expire December 31, 2022.

Staff recommends that Rita Seifert be appointed into the alternate Board Member position for a 2-year term which will expire December 31, 2020.

## Rationale:

The Planning & Zoning Staff received ten applications this year for appointment or re-appointment to the Board of Zoning Appeals and/or the Zoning Commission. Interested persons who have not previously been interviewed by Staff were interviewed either in person or over the phone in the month of November. Each year, there is one primary board member position and one alternate board member position term limit expiration for each the BZA and the Zoning Commission. In 2018, we also saw the resignation of a member of the Zoning Commission (due to professional commitments) and the BZA (due to health related matters). These additional positions were considered by Staff during the applicant review process.

# PLANNING & ZONING

---

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

---

## Motion to Appoint Members to the Colerain Township Board of Zoning Appeals

Recommend approval of a motion to appoint the following four members to the Board of Zoning Appeals due to the expiration of terms and one resignation:

Staff recommends Board Member Robert Bartolt be re-appointed into the primary Board Member position for a 5-year term which will expire December 31, 2023.

Staff recommends alternate Board Member Sam Hill be appointed into the unexpired portion of the primary Board Member position. This 5-year position which was vacated due to a resignation with two years remaining on the term. This position's term will expire December 31, 2020.

Staff recommends alternate Board Member Mark Schupp be re-appointed into the alternate Board Member position for a 2-year term which will expire December 31, 2020.

Staff recommends Lora Dakin be appointed into the alternate Board Member position for a 2-year term to fill Mr. Hill's now vacated unexpired term. This term had one year remaining and will expire December 31, 2019.

## Rationale:

The Planning & Zoning Staff received ten applications this year for appointment or re-appointment to the Board of Zoning Appeals and/or the Zoning Commission. Interested persons who have not previously been interviewed by Staff were interviewed either in person or over the phone in the month of November. Each year, there is one primary board member position and one alternate board member position term limit expiration for each the BZA and the Zoning Commission. In 2018, we also saw the resignation of a member of the Zoning Commission (due to professional commitments) and the BZA (due to health related matters). These additional positions were considered by Staff during the applicant review process.

# PLANNING & ZONING

---

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

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## Recommended Motion to Set Public Hearing on January 8, 2019

Recommend approval of a Motion for a Public Hearing to be set for a Major Modification to a Preliminary Development Plan for Zoning Case ZA8-1988 Speedway and ZA2016-09 Struble Road Development on January 8, 2019 at 7:00PM in the Colerain Township Trustee Chambers.

## Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Major Modification to a Preliminary Development Plan for the redevelopment of the Speedway Fuel and Convenience Store facility at their December 19, 2018 regular meeting. This Major Modification would require a public hearing to be held in front of this Board of Trustees within 30 days of that recommendation.

# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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## Resolution Adopting 2019 Temporary Appropriations

Recommend the Board of Trustees to authorize the adoption of the 2019 temporary appropriations in the amount of \$41,021,558.

### Rationale:

By adopting the temporary appropriations, expenditures can continue effective January 1, 2019.



**The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio**, met in regular session at \_\_\_\_\_ p.m., on the \_\_\_\_ day of December 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Greg Insko, Mr. Raj Rajagopal, Mr. Daniel Unger

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_ - 18**

**RESOLUTION AUTHORIZING THE ADOPTION OF TEMPORARY APPROPRIATIONS  
FOR THE YEAR 2019**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of “Temporary Appropriations” for the year ending December 31, 2019 to the Hamilton County Budget Commission, as follows:

<b>FUND</b>	<b>NAME</b>	<b>TEMPORARY APPROPRIATIONS</b>
<b>1000</b>	<b>General</b>	<b>\$ 7,569,938.21</b>
<b>2011</b>	<b>Motor Vehicle License Tax</b>	<b>\$ 64,046.52</b>
<b>2021</b>	<b>Gasoline Tax</b>	<b>\$ 251,838.33</b>
<b>2031</b>	<b>Road &amp; Bridge</b>	<b>\$ 1,037,403.38</b>
<b>2081</b>	<b>Police District</b>	<b>\$ 8,024,856.11</b>
<b>2111</b>	<b>Fire District</b>	<b>\$ 13,726,925.43</b>
<b>2181</b>	<b>Zoning</b>	<b>\$ 477,879.43</b>
<b>2231</b>	<b>Permissive Motor Veh License</b>	<b>\$ 390,463.34</b>
<b>2261</b>	<b>Law Enforcement Trust</b>	<b>\$ 350,341.00</b>
<b>2271</b>	<b>Enforcement &amp; Ed</b>	<b>\$ 1,500.00</b>
<b>2281</b>	<b>Ambulance &amp; EMS</b>	<b>\$ 1,198,713.24</b>
<b>2401</b>	<b>Special Assessment - Lighting Districts</b>	<b>\$ 223,250.00</b>
<b>2901</b>	<b>TIF - Kroger</b>	<b>\$ 236,275.00</b>
<b>2902</b>	<b>Recycling Incentive</b>	<b>\$ 54,029.93</b>
<b>2903</b>	<b>TIF - Colerain Towne Center</b>	<b>\$ 2,072,070.00</b>
<b>2907</b>	<b>TIF - Stone Creek</b>	<b>\$ 7,726.14</b>
<b>2908</b>	<b>CDBG Com Dev Block Grant</b>	<b>\$ 125,000.00</b>
<b>2910</b>	<b>TIF - Best Buy</b>	<b>\$ 435,260.00</b>
<b>2911</b>	<b>Parks &amp; Services</b>	<b>\$ 691,183.51</b>
<b>2912</b>	<b>Community Center</b>	<b>\$ 351,754.71</b>
<b>3102</b>	<b>Bond Retirement Parks</b>	<b>\$ 306,793.76</b>
<b>3103</b>	<b>Bond Retirement PW</b>	<b>\$ 212,137.50</b>
<b>3105</b>	<b>Bond Retirement Street Scape</b>	<b>\$ 178,400.00</b>

<b>3301</b>	<b>Bond Retirement S.A. Fire</b>	<b>\$ 239,918.76</b>
<b>4409</b>	<b>OPWC</b>	<b>\$ 2,793,852.79</b>
	<b>Totals</b>	<b>\$ 41,021,557.09</b>

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

Vote Record: Mr. Insco \_\_\_\_\_, Mr. Rajagopal \_\_\_\_\_, Mr. Unger \_\_\_\_\_,

ADOPTED this \_\_\_\_\_ day of December, 2018.

BOARD OF TRUSTEES:

\_\_\_\_\_  
Greg Insco, Trustee

\_\_\_\_\_  
Raj Rajagopal, Trustee

\_\_\_\_\_  
Daniel Unger, Trustee

ATTEST:

\_\_\_\_\_  
Heather E. Harlow,  
Fiscal Officer

Resolution prepared by and approved as to form:

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

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 11<sup>th</sup> day of December, 2018. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

---

Heather E. Harlow,  
Colerain Township Fiscal Officer

# ADMINISTRATION

---

Department: Administration

Department Head: Geoff Milz, Administrator

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## Motion Accepting the 2019 Strategic Plan and Budget Book

Recommend adoption of a motion to accept the 2019 Strategic Plan & Budget Book.

### Rationale:

One goal of this administration is to align our financial resources with the work we want to accomplish. This means that we must understand the priorities of our trustees and residents, articulate those priorities clearly - in the form of a strategic plan - and then align the financial resources of the township - in the form of a budget - to accomplish the priorities. This document articulates our strategic initiatives and summarizes our budget for 2019. This level of detail in a budget presentation has not been seen in Colerain Township in recent memory.





COLERAIN TOWNSHIP

# 2019 Strategic Plan & Budget



# 2019 Strategic Plan & Budget

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# Budget Message

**2019 is an exciting year for Colerain Township.** Many of the Initiatives that were sown in 2018 will be visible to the public in 2019. The six transparency initiatives – the new website, the new agenda and minutes software, the new operations performance dashboard, the new budgeting software, and this – the new 2019 budget book and strategic plan – are all slated for public consumption this year. While the township focused on establishing new transparency initiatives in 2018, 2019 will be the year of beautification and engagement.

Major beautification initiatives include the Colerain

Ave. Corridor Plan which will set the vision for the road that carries our name for a generation. It will identify projects that will be executed in coming years - with help from grants - to improve the safety, look and feel of the most important corridor in our township. With the help of a \$150,000 NatureWorks grant from the State of Ohio, a robust private fund-raising effort and Township dollars, we will fund and design the new Megaland play place in Colerain Park. Our planning department will be spending a great deal of time on the mundane task of updating all of the non-conforming use certifi-

cates for old, outdated signs throughout the township so that, when new development occurs, the old signs are replaced with new more attractive ones. The planning department will also be developing walkability wayfinding, promoting lighter, quicker, cheaper interventions in our neighborhoods using a technique called tactical urbanism and developing an urban forestry plan for our neighborhoods to boost property values and reinforce our neighborhoods' charm. The Public Services Department will be planting the area behind the Community Center with sunflowers to brighten our facility and add



enhance the value for brides and grooms who choose to celebrate their marriage at our Community Center.

Every department in the township will be working on initiatives that help us to better engage with residents and businesses. In the Police

Department, we will be holding community and student self-defense courses, meeting with residents through our Coffee with the Chiefs program and giving residents

a glimpse of a day-in-the-life of the officers in our Accredited with Excellence (Gold Standard) Police Department through the Citizens Police Academy. Our Fire Department – one of only four in the state rated

as ISO 1 - will be engaging the community through their Community Risk Reduction, Coffee with the Chiefs and Fire Academy. The Planning Department will continue their work on the Land Use Plan and will need a great deal of feedback from the community on what our future development will look like. Those of us in Administration will be working our tails off developing more effective ways to get our message out about the great things going on in the township – from face-to-face town hall meetings and neighborhood canvasses to our CERKL newsletter and







an improved social media presence. Our focus will be on building the social capital that takes great communities like ours to the next level.

What I am most excited for in 2019 is that – maybe for the first time – we are clearly articulating our vision through the strategic plan found in pages ahead and we are showing you the resources that we are dedicating to achieve that vision. We are sharing with you the priorities of the 250 employees that plow your streets, keep you safe and are there for you when you need them most and aligning those priorities with the resources available to us. This year we will collect \$33,177,663 in taxes, grants, fees and other revenues and we will spend \$41,021,557 to make Colerain a safer, more beautiful, more engaged community. As you flip through the rest of this document we hope you will believe - as we do - that Colerain's best days are ahead and have confidence that we are on the right path.

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# Organization Chart

**HEATHER HARLOW**  
FISCAL OFFICER

**TRUSTEES**

**Daniel Unger**  
PRESIDENT

**Raj Rajagopal**  
VICE PRESIDENT

**Greg Insco**

 **Geoffrey G. Milz**  
ADMINISTRATOR

 **Jeff Weckbach**  
ASSISTANT ADMINISTRATOR

 **Jenna LeCount**  
PLANNING & ZONING DIRECTOR

OFFICE MANAGER  
HUMAN RESOURCE SPECIALIST  
CODE ENFORCEMENT OFFICER  
SEASONAL CODE ENFORCEMENT OFFICER  
SENIOR PLANNER  
PLANNER

MAINTENANCE WORKERS (8)  
PART-TIME SEASONAL WORKERS

 **Kevin Schwartzhoff**  
PUBLIC SERVICES DIRECTOR

ROADS SUPERVISOR  
PARKS SUPERVISOR  
EVENTS COORDINATOR

MAINTENANCE WORKERS (8)  
PART-TIME SEASONAL PARKS WORKERS  
PART-TIME SEASONAL COMMUNITY CENTER WORKER  
BUS DRIVER

 **Emily Randolph**  
FINANCE DIRECTOR

FINANCE SPECIALISTS (2)  
ACCOUNTING SPECIALIST  
IT DIRECTOR

BATTALION CHIEF SHIFT 1  
CAPTAINS (4) CAREER  
LIEUTENANTS (2) CAREER  
EMT FIREFIGHTERS (18) CAREER  
EMT FIREFIGHTERS (21) PART-TIME

BATTALION CHIEF SHIFT 2  
CAPTAINS (2) CAREER  
LIEUTENANTS (4) CAREER  
EMT FIREFIGHTERS (18) CAREER  
EMT FIREFIGHTERS (21) PART-TIME

BATTALION CHIEF SHIFT 3  
CAPTAINS (3) CAREER  
LIEUTENANTS (3) CAREER  
EMT FIREFIGHTERS (18) CAREER  
EMT FIREFIGHTERS (21) PART-TIME

 **Frank Cook**  
FIRE CHIEF

VEHICLE FLEET MANAGER  
SPECIAL PROJECTS MANAGER

MECHANIC TECH (2)  
PART-TIME MECHANIC TECH  
DIVISION CHIEF PART-TIME  
ASSISTANT FIRE CHIEF  
ASSISTANT FIRE CHIEF  
ADMINISTRATIVE ASSISTANT

CAPTAIN EMS OPERATIONS  
MEDICAL DIRECTOR

CAPTAIN COMMUNITY RISK REDUCTION  
FIRE INSPECTORS (1) PART-TIME (1) FULL-TIME  
PUBLIC EDUCATORS (2) PART-TIME

CAPTAIN TRAINING & EDUCATION

 **Mark Denny**  
POLICE CHIEF

PATROL COMMANDER  
SUPPORT SERVICES COMMANDER

PATROL SERGEANT  
PATROL SERGEANT  
PATROL SERGEANT  
PATROL SERGEANT  
PATROL SERGEANT

OIC (1)  
POLICE OFFICERS (6)

OIC (1)  
POLICE OFFICERS (6)

OIC (1)  
POLICE OFFICERS (6)

OIC (1)  
POLICE OFFICERS (7)

INVESTIGATIVE SERGEANT  
OIC (1)  
DETECTIVES (8)  
K-9 (1)

ADMIN SERGEANT  
SRO (3)  
OFFICER (1)  
DISTRICT DETECTIVE (2)  
CIVILIAN SUPERVISOR (1)  
CLERKS (4)  
ACCREDITATION MANAGER (1)  
WEEKEND CLERKS (2)  
IMPOUND (1)  
CHAPLAIN PIO (1)

# Summary of Personnel

The business of providing public services is a people-driven endeavor. Our product is our people and the services they provide with their time and their talent. Colerain Township is lucky to have 254 of the most dedicated and talented public servants in the region. Staffing levels are measured on January 1st of each year. In 2018, Colerain Township employed 254 professionals in five departments. Our 2018 census is down 14% or 40 positions from the high-water mark of 294 employees in 2012. Every department except the Police Department - whose role has grown with the exit of the Hamilton County Sheriff Department - has less staff now than they did five years ago. This trend is due to the right-sizing of our organization in 2012 to reflect the new financial reality brought on by the Great Recession. Since 2012 we have invested in technology which allows us to do more with less by increasing the productivity of our administrative staff and we have transitioned from a heavy reliance on part-time personnel in the Fire Department to a full-time model.

## Fire Department

On January 1, 2018, our Fire Department was composed of 160 employees - 82 (51%) full-time employees, 77 (48%) part-time employees, and a volunteer. No additional fire fighters are budgeted for 2019, however an additional Fire Inspector is budgeted for 2019 as part of the department's succession planning efforts.

## Police Department

On January 1, 2018, our Police Department was composed of 62 employees - 61 (98%) full-time employees including 53 sworn officers, 7 civilians and 1 reserve officer and 1 part-time sworn officer. In 2019, the Department is requesting an additional sworn police officer to assist with school safety. This position will be offset by revenue collected from the local school district.

## Public Services Department

On January 1, 2018, our Public Services Department was composed of 16 employees - 15 (93.75%) full-time employees and 1 seasonal employee. Throughout the summer months, this department will hire seasonal workers to assist with the parks (7 employees), community center (3 employees), and to run the department summer camp (7 employees). In 2018, there were 17 seasonal employees in the summer months. No additional positions are budgeted for 2019.

# Summary of Personnel *continued*

## **Planning and Zoning Department**

On January 1, 2018, our Planning and Zoning Department was composed of 4 employees – all of which were full-time. In order to assist with the peak volume in code enforcement violations that occurs during the Spring and Summer, 1 seasonal employee is added to the total staffing of the department. No additional positions are budgeted for 2019.

## **Administration Department**

On January 1, 2018, our Administration Department was composed of 7 employees – all of which were full-time. By year end, the total staffing complement will be 9 employees, this is due to a vacant position at the start of 2018 and the transition of one employee that was formerly split between the Police and Fire Departments into the Administration Department. A Facility Manager position is budgeted for 2019. This position will handle contracts for service for all facilities and handle routine building maintenance.

# Description of Activities of Each Department

Colerain Township is a full-service Township, in that we provide the same basic services to our residents as most cities and villages in Ohio. Our organization features five different departments, each with their own distinct tasks and duties. A general description of the activities performed by each department is below. This list is not exhaustive of everything the Township does, but rather a snapshot of the most important activities of each department.

## Fire Department

The Fire Department is responsible for emergency service response for both fires and medical emergencies. In addition to the basic lifesaving functions of the department, this department provides community education on fire prevention and common personal injuries, performs fire inspections, and serves as the tactical response for rescue operations.

## Police Department

The Police Department is responsible for crime prevention and response. This is performed through an active patrol of the Township, investigative services, traffic control, and school resource officers.

## Public Services Department

The Public Services Department is responsible for three particular operations: Road and Stormwater Infrastructure maintenance, Parks maintenance, and Community Center operations.

## Planning and Zoning Department

The Planning and Zoning Department is responsible for administering and enforcing the Township's zoning resolution, property maintenance laws, and nuisance laws. This department is also responsible for issuing various residential permits, maintaining our comprehensive plan, and working with prospective business to provide attractive development to our Township.

## Administration Department

The Administration Department is responsible for the overall oversight and management of all departments, including all fiscal operations, information technology, and key human resources practices. This department also serves as the direct link to the elected Trustees.



# Financial Structure

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# Fund Description and Structure

## 1. General Fund

The General Fund accounts for and reports all financial resources not accounted for and reported in another fund.

## 2. Special Revenue Funds

These funds account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The Township had the following significant Special Revenue Funds:

**Road and Bridge Fund** - This fund receives property tax money for constructing, maintaining, and repairing Township roads and bridges.

**Gasoline Tax Fund** - This fund receives gasoline tax money to pay for constructing, maintaining, and repairing Township roads.

**Motor Vehicle License Tax** - This fund receives vehicle

license fees money to pay for constructing, maintaining, and repairing Township roads.

**Police District** - This fund receives levy tax money to pay staff and equipment in the police department.

**Fire District** - This fund receives levy tax money to pay staff and equipment in the fire and EMS department.

**Zoning** - This fund receives funds from the general fund and permit fees to pay for zoning code enforcement.

**Emergency Medical Services (EMS)** - This fund receives monies from billed EMS services performed by our Fire & EMS Department, and used to fund such activities.

**Parks & Services** - This fund receives funds from the general fund, shelter rentals and permit fees to pay for zoning code enforcement.

**Community Center** - This fund receives funds from the general fund and room rental fees to pay for the operations of the Community Center.



# Fund Description and Structure *continued*

**Lighting Districts** – This fund received funds from property tax assessments and pays for artificially lighting residential streets in the Township.

**TIF – Kroger** – This fund received monies from the issuance of bonds as a result of tax increment financing.

**TIF – Stone Creek** – This fund received monies from property taxes as a result of tax increment financing.

**TIF – Best Buy** – This fund receives monies from property taxes as a result of tax increment financing.

## 3. Debt Service Funds

These funds account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. The Township had the following significant Debt Service Funds:

**Government Complex** – Debt transactions related to the construction of the administration and police offices.

**Parks** – Debt transactions related to the construction of Township Parks.

**Public Works Building** – Debt transactions related to the construction of this building.

**Clippard Park** – Debt transactions related to the construction of this park.

**Streetscape** – Debt transactions related to the construction and improvements of the Colerain Avenue corridor.

**Fire** – Debt transactions related to the construction of a fire station.

## 4. Capital Project Funds

These funds account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The Township received no funding for capital project funds.

# Department / Fund Relationship

## General Administration

The township has a number of funds that fall into the category of General Administration including:

- Fund 1000 – General
- Fund 2401 - Special Assessment – Lighting District
- Fund 2901 - TIF – Kroger
- Fund 2902 - Recycling Incentive
- Fund 2903 - TIF – Colerain Towne Center
- Fund 2907 – TIF – Stone Creek
- Fund 2908 - Community Development Block Grant
- Fund 2910 - TIF – Best Buy
- Fund 3101 - Bond Retirement
- Fund 3102 – Bond Retirement – Parks
- Fund 3103 - Bond Retirement Public Works Building
- Fund 3104 – General Bond Retirement – Clippard Park
- Fund 3105 - Bond Retirement Streetscape
- Fund 3301 – Bond Retirement Special Assessment Fire
- Fund 4401 - Neighborhood Stabilization Program Funds
- Fund 4406 - Hamilton County Community Development
- Fund 4409 - Ohio Public Works Commission

## Fire Department

The Fire Department operates primarily from two funds:

- Fund 2111 – Fire District
- Fund 2281 – Ambulance & Emergency Medical Services

## Police Department

The Police Department operates primarily from three funds:

- Fund 2081 – Police District
- Fund 2261 - Law Enforcement Trust
- Fund 2271 - Enforcement and Education

## Public Services

The Public Services Department operates primarily from six funds:

- Fund 2011 – Motor Vehicle License Tax
- Fund 2021 – Gasoline Tax
- Fund 2031 – Road and Bridge
- Fund 2231 – Permissive Motor Vehicle License Tax
- Fund 2911 – Parks and Services
- Fund 2912 - Community Center

## Planning and Zoning

The Planning and Zoning Department operates primarily from one fund:

- Fund 2181 – Zoning

# Basis of Budgeting

The Township's financial statements follow the accounting basis the Auditor of State prescribes or permits based on the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(D). This basis is a ***modified cash basis of accounting*** similar to the cash receipts and disbursements accounting basis. The Township recognizes receipts when received in cash rather than when earned, and recognizes disbursements when paid rather than when a liability is incurred.

# Financial Policies

In October of 2018, the Colerain Township Board of Trustees established a Financial Advisory Committee (FAC) to review - and in some cases draft - the Financial Policies for the Township. The first meeting of the FAC was held on December 18, 2018. They will meet as necessary to discuss and advise the Township Administrator on these important policies. Policies that will be reviewed or drafted:

- |  |                             |                            |
|--|-----------------------------|----------------------------|
| - Cash Policy                            | - Purchasing Policy         | - Capital Budgeting Policy |
| - Credit Card Acceptance Policy          | - Revenue Policy            | - Operating Budget Policy  |
| - Fraud Policy                           | - Budget Development Policy | - Fund Balance Policy      |
| - Procurement Card Policy and Procedures | - Expenditure Policy        | - Debt Service Policy      |
|  | - Investment Policy         | - Risk Management Policy   |

# Describe Major Revenues

Property Taxes: \$17.35M (55% of all revenue) – This revenue source is based on the value of all properties in the Township. Of this total, the General Fund only receives 2.8% (\$486,000) per year. The majority of this revenue is tied to the Police and Fire Levies (totaling \$14M or 85% of all property tax revenue). This revenue source is also comprised of a road levy and four TIF Districts.

Licenses, Permits, and Fees: \$5.98M (19% of all revenue) – This revenue source is primarily driven by the following categories of fees, licenses, and permits:

- \$1,440,000 – Cable Franchise Fees – these are collected from the cable companies in Colerain Township for the use of Township right of way.
- \$1,360,000 - Solid Waste Fees – these are collected and distributed to Township based on the total amount of solid waste that is deposited in the landfill each year.
- \$1,100,000 - Rumpke 2015 Consent Decree Payment.
- \$91,050 – Building Permit Fees and Vacant Building Registry Fees.

Miscellaneous: \$3.22M (10.2% of all revenue) – 90% of this revenue is related to contracts for police services, drug seizures, the employees share of their health insurance, and other smaller revenue items such as recycling incentive dollars. The other 10% of the revenue collected in this category is for the rental of Township property such as the community center or shelters.

# Describe Major Revenues *continued*

Intergovernmental: \$3.11M (9.9% of all revenue) – This revenue source is primarily tied to the state reimbursements for the Local Government Fund and Allocations from the Auditor’s office for property taxes. In general, this revenue represents any direct transfer from another political subdivision. These can be state grants, gasoline tax revenues, and motor vehicle license taxes.

All other revenue: \$1.86M (5.8%) – This is comprised of several different revenue types, none of which individually amount to more than five percent of the Township’s total revenue. Below is a breakdown of the various sources:

- Investment earnings – this revenue is the interest earned by investing the Township’s idle cash.
- Special Assessments – these are property tax assessments for the installation of street lights in residential areas of the Township.
- Other Financing Sources – these are inter-fund transfers between departments. There is a corresponding expense tied to each of these transfers.
- Charges for Services – this charge is for ambulance and emergency medical services.
- Fines and Forfeitures – this is cash that is collected as a result of various police arrests, tickets, and other fines.

An aerial photograph of a city, likely New York City, showing a dense urban landscape with numerous buildings and streets. The image is covered with a semi-transparent green filter. In the lower-left quadrant, the text 'Budget & Planning Process' is written in a large, white, serif font.

# Budget & Planning Process

# Budget & Planning Process

One goal of this administration is to align our financial resources with the work we want to accomplish. This means that we must understand the priorities of our trustees and residents, articulate those priorities clearly - in the form of a strategic plan - and then align the financial resources of the township - in the form of a budget - to accomplish the priorities. The process for establishing our strategic plan is built around the three-step process for developing a township budget which is dictated by Ohio Revised Code.

## **Step 1: The Tax Budget - July**

Each year in July, the township prepares a Tax budget for the next fiscal year. The purpose of the tax budget is to let the County Budget Commission know that we they will need to collect the voted tax levies for the following year for Colerain Township. The tax budget is a very general financial plan for the operations of the next calendar year. It identifies how much money is expected from local, state, and federal sources, the anticipated carryover fund balances, and how much is needed to carry out governmental functions in the next calendar year. After a public hearing on the Tax Budget, it is submitted to the county budget commission and used to fix property tax rates.

## **Step 2: Temporary Appropriations – August through December**

Once the Tax budget is submitted to the County Budget Commission, the administration begins to organize our strategic priorities for the next year.



This year we added an additional level of community engagement in the prioritization of initiatives. In August, using our CERKL newsletter and individual conversations at our Senior Center, we solicited feedback from residents on what the Township's priorities should be in 2019. The 2019 Priorities Survey was sent via CERKL to over 750 residents, 362 of whom read the post. We received 110 responses from residents sharing with us the direction they would like to see the township move.

With this resident feedback in hand, we held a leadership retreat where Department Heads spent several days together discussing each department's needs for the up-coming year. It was a time to reflect on the work of the current year and to course-correct if necessary. It allowed the leadership team to revisit the organization's mission, vision and values and to get input from Trustees who are invited individually to participate and share their vision for the up-coming year.

Once the big themes and strategic initiatives were developed, our attention turned to funding. Our highest priority is providing exceptional service within the limitations of our revenue sources. Budget meetings between our administration and department heads lasted through September, October and November as we honed in on the dollar amounts necessary to provide the

level of service demanded by our residents.

As part of our 2018 Transparency Initiative, Colerain Township invested in budgeting software that made the budgeting process more accessible, easier to understand and participate in. When the ribbon is cut on the new Colerain Township website, the OpenGov Transparency Portal will be there for residents to use to slice and dice the budget so that everyone is aware of how Township tax dollars are budgeted and spent.

For the first time, the Township has published its budget in the book you are reading now. The preparation of this document was no simple undertaking but it is our hope that with this additional communications tool, residents and businesses will have even greater access to information about the financial health of the Township.

All of this work culminates in the adoption of the Temporary Appropriations at the December Trustee's meeting. The Temporary Appropriations represents the official budget for 2019 and allows us to legally open purchase orders on January 1st.

Colerain Township leaders are committed to providing a safe, fiscally responsible and innovative place to live, work and grow businesses through proactive collaboration and communication.



### **Step 3: Final Appropriations – March**

Three months into the new year, the township has the opportunity to review how revenues and expenditures are trending and make final adjustments to the Temporary Appropriations. At the March Meeting of the Board of Trustees, they are presented with the Final Appropriations for adoption.

### **Step 4: Amended Appropriations – throughout the year**

Try as we may, it is impossible to see too far into the future. Major projects come up, non-tax revenues like grants come in and it becomes necessary to amend the Final Appropriations.

# Administration Strategic Plan & Budget

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(17 Actual, 18 Budget, 19 Proposed)	
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# Message from the Leadership



**Geoff Milz**

The administration has worked tirelessly to improve access to information in 2018. Our 2018 Transparency Initiative involved 6 projects that changed the way we share information about our budget, operational performance, agendas and minutes and the way we communicate with the world through our website. While Transparency was the big theme for 2018 and we will continue to focus on that important aspect of our operation, the Big Themes of 2019 are Engagement and Beautification. This strategic plan and budget includes 91 initiatives across our five departments. 40 of the 91 deal with either beautification or engagement. Within the administration we will be focused on developing better ways to communicate critical information about the work of the Township to our residents and businesses. We will continue to support the incredible and ongoing efforts of our neighborhoods to improve the quality of life street by street. 2019 is going to be a good year!



**Jeff Weckbach**

Throughout the course of 2018, the Township has made significant strides in improving internal operations. Through consolidation of Human Resources functions and development of a new and complete policy book, the Township has continued to identify and create efficiencies. In 2018, the Township placed a heavy emphasis on bringing more transparency to the residents. This entire document (the strategic plan) is part of the larger transparency theme for 2018.

There were several key initiatives that will bridge from 2018 through the beginning of 2019 related to transparency. Two of these initiatives will culminate in a new website for the Township and a dashboard of data and performance measures. The new website will be crisp, simple, and provide a more intuitive user interface, allowing residents to quickly obtain the information that they need. The dashboard of data and performance measures will allow residents to begin to see more of what the Township does on a daily basis. Residents will also be able to dive into our finances and budget at a heightened level and explore where their tax dollars are spent.

2019 should also be a landmark year as the Township will increase its efforts to manage to policy and manage

to data in order to leverage those inputs to better engage residents. 2019 should also be a great year because it is Colerain Township 225th birthday! The Quasquibicentennial will be a celebration of all things Colerain and will hopefully be a very special year for all of Colerain's residents



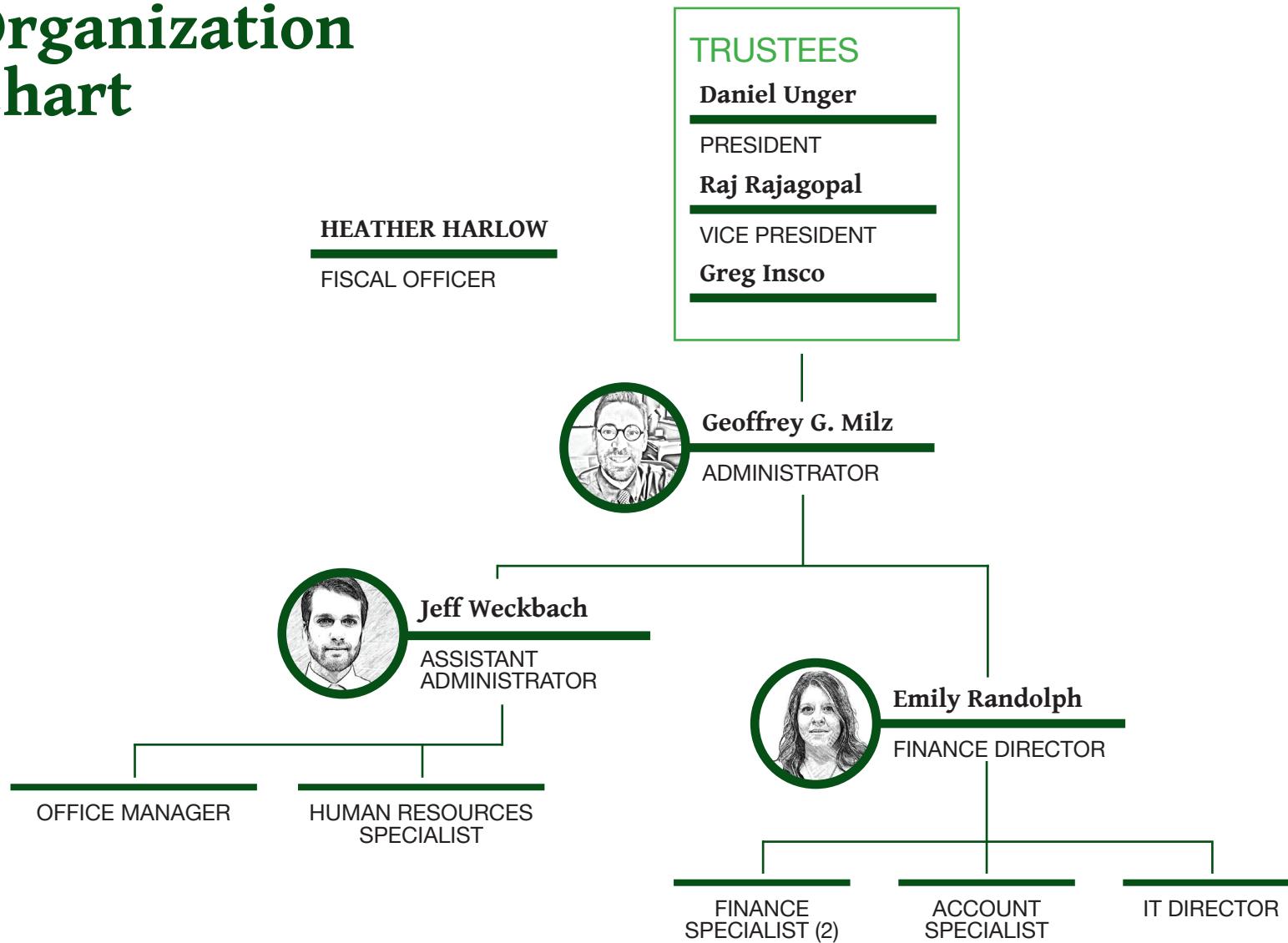
**Emily Randolph**

The Finance Department has a broad set of responsibilities and activities covering internal financial systems including cash management, payroll, forecasting, 41-million-dollar operating budget, financial reporting, accounting and Township financial management systems; policy including fiscal, lodging tax, accounting policy and investment of public monies; and information technology including network infrastructure, server and hardware support, software management and support, backup devices, security policies, disaster recovery plan, Internet Protocol Telephony, and user account maintenance.

In developing and the management of the Department's plan, careful consideration has been given to the strategic direction of Colerain Township. This plan identifies priorities requiring action by the Department of Finance

to help Colerain Township to fulfill its overall strategic outcomes. Moreover, this plan provides an overview of the department's direction and identifies the key strategic goals to be accomplished. We manage our departmental responsibilities by providing honest and ethical management of the public's money; valuing integrity, trustworthiness, responsiveness, productivity and reliability in all our activities; adhering to professional accounting and financial standards; respecting and cooperating with residents, business partners and staff; and providing financial leadership while aiming for innovative, straightforward and transparent outcomes. To provide sound fiscal and financial planning, advice, analysis and coordination in support of informed government policy and decision-making with the department heads.

# Organization Chart



# By the Numbers

*1/1/18 through 11/30/18*



**984**

CERKL  
Subscribers



**170**

CERKL Posts



**86**

2018 Strategic  
Plan Initiatives



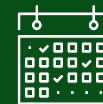
**\$5.1M**

Grant Dollars  
Received



**\$42M**

2018 Budget



**282**

Trustee New Business  
Agenda Items

## **Our Mission**

“To engage our residents, businesses and visitors to create a vibrant and safe community through innovation, continuous improvement and our commitment to excellence.”

## **Our Vision**

In pursuit of excellence.

# Our Values







# Strategic Goals and Initiatives



# Strategic Goals and Initiatives *continued*

## 1 HUMAN RESOURCES

- Payroll, Time and Attendance
- Onbase Updates
- Policy Training
- HR Software
- Centralized Purchasing
- Occupational Injury Reduction
- Wellness

## 2 IT

- Data Committee

# Strategic Goals and Initiatives *continued*

## 3 OPERATIONS

- Street Lighting Upgrade
- Federal Task Force
- Disaster Preparedness
- Succession Planning
- ID Badge
- Business Retention & Expansion

## 4 FINANCE

- Point of Sale

# Strategic Goals and Initiatives *continued*

## 5 ENGAGEMENT

- Building a Culture of Engagement
- Town Hall Series
- Social Media
- Website
- Branding
- Paper Newsletter
- Internal Survey
- Citizen Township Academy
- Volunteerism
- Communication Plan
- Communication Staffing
- Senior Engagement
- Phone Communication - Design Thinking
- School Engagement

# Implementation Schedule

Q1

Q2

- Policy Training
- HR Software
- Wellness
- Data Committee
- Street Lighting Upgrade
- Disaster Preparedness
- Federal Task Force
- ID Badge
- Business Retention & Expansion
- Point of Sale
- Town Hall Series
- Social Media
- Website
- Branding
- Communication Plan
- Communication Staffing
- Phone Communication - Design Thinking

Q3

Q4

- Policy Training
- Onbase Updates
- Centralized Purchasing
- Occupational Injury Reduction
- Data Committee
- Street Lighting Upgrade
- Disaster Preparedness
- Succession Planning
- Town Hall Series
- Social Media
- Building a Culture of Engagement
- Citizen Township Academy
- Volunteerism
- Senior Engagement
- School Engagement

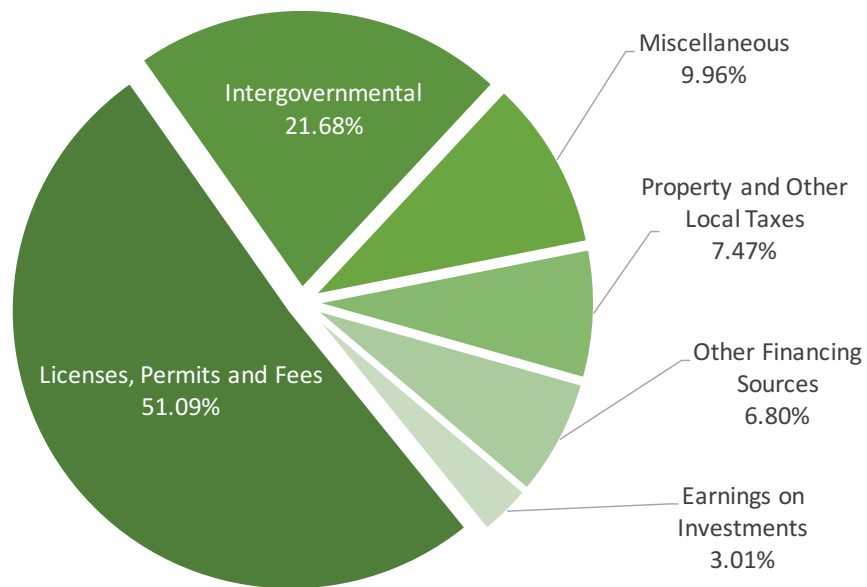


# Budget Charts

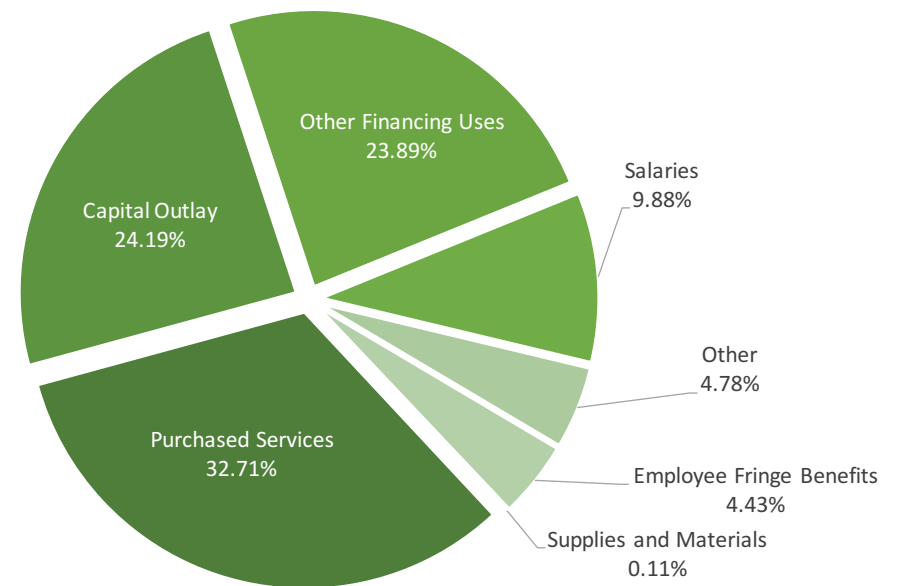
(17 Actual, 18 Budget, 19 Proposed)

General Fund	2017 Actual	2018 Appropriated	2019 Proposed
<b>Expenses</b>			
Personnel & Employee Benefits	\$990,120	\$1,062,372	\$995,360
Other Expenses	\$2,909,489	\$6,848,678	\$6,574,578
<b>Expenses Total</b>	<b>\$3,899,609</b>	<b>\$7,911,050</b>	<b>\$7,569,938</b>
Capital Improvements	\$96,879	\$1,226,309	\$1,827,799
Debt Service	\$0	\$0	\$0
<b>Revenues</b>			
Licenses, Permits and Fees	\$2,768,685	\$3,275,904	\$3,330,020
Intergovernmental	\$639,000	\$787,454	\$1,413,375
Other Financing Sources	\$0	\$1,743,581	\$442,986
Miscellaneous	\$527,323	\$649,420	\$648,989
Property and Other Local Taxes	\$510,657	\$516,796	\$486,849
Earnings on Investments	\$257,016	\$321,594	\$196,000
<b>Total</b>	<b>\$4,702,682</b>	<b>\$7,294,749</b>	<b>\$6,518,220</b>
<b>Beginning Fund Balance</b>	<b>\$5,627,127</b>	<b>\$6,430,200</b>	<b>\$5,813,899</b>
<b>Ending Fund Balance</b>	<b>\$6,430,200</b>	<b>\$5,813,899</b>	<b>\$4,762,181</b>

## Summary of Revenues



## Summary of Expenses





# Fire Department Strategic Plan & Budget

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# Message from the Leadership



**Geoff Milz**

There are only four ISO Class One Fire Departments in the State of Ohio and only one that was named the 2018 Emergency Medical Service Agency of the Year: Cole-rain Township Department of Fire and EMS.

We should all be proud of the work these brave men and women do each day. This year, in addition to the daily response to fires and medical emergencies, the Department will be working on initiatives that help them to deepen their engagement with the community. They will continue the work that they have done on community risk reduction through smoke detector blitzes, the citizen's fire academy, coffee with the chiefs and their presence at community events and parades. If you see them in your neighborhood give them a waive and thank them for their service to our community. We are truly lucky to have such a first-class group of men and women ready to help when we need them most.



**Chief Frank Cook**

It is my privilege to have collectively developed for submission the Department of Fire and Emergency Medical Services' (EMS) proposed budget for 2019. The

priority of the budget is to be fiscally responsible with revenues the department receives from the citizens of the Township and other sources, while promoting the long-term fiscal health of the department.

The department's budget team encompasses its administrative staff. Additionally, we include our employees that provide managerial oversight of the department's various areas of operations and support by requesting them to compile, prioritize and justify a listing of the needs for their respective programs.

Each year there is a challenge to recommend not only a well-adjusted budget but a plan of service for the Township that must acknowledge that all requests and competing needs cannot be met to the degree necessary or desired by the department's divisions and areas of support. That is inherent in any budget process and 2019 is no different. We also no longer plan for the next year on an incremental basis, but for multiple years recognizing that some years will not provide as much revenue as others which supports the need to have adequate reserves

to achieve our agency goals.

## **2018 SUMMARY & HIGHLIGHTS**

As the 2018 fiscal year draws to a close, the following is a summary of the highlights in working towards accomplishing the department's mission, strategic goals and initiatives.

Specifically, the department has made considerable progress in decreasing regular salary cost for part-time personnel, and overtime cost for both part-time and full-time employees. The change in ambulance and EMS billing service providers has proved beneficial as our collection rate has increased during the year. In an effort to ensure the effectiveness of the opioid and addiction intervention program, a grant from the Ohio Attorney General's Office was awarded to allow the Quick Response Team to operate a second-day during each week in the Township.

To address the imminent threat to the health and safety of employees, the department acquired ballistic personal protective equipment (PPE) for each riding position on fire apparatus and ambulances. The department also purchased PPE decontamination equipment for Fire Station 103 to provide the means of immediately laundering of protective garments used during firefighting operations, thus reducing the prolonged exposure to

carcinogenic substances by employees. In addressing the department's aging fleet of staff and support vehicles; two vehicles were replaced for the primary purpose of transporting personnel, equipment, and bulk supplies on a daily basis. Additionally, one transport ambulance was refurbished in accordance with the department's vehicle replacement plan. Ambulances are heavily used and incur high levels of mileage in providing basic and advanced life support services and transport of patients. Concluding the year's vehicle and apparatus acquisitions, the department accepted delivery of a new E-One 100-foot aerial ladder apparatus. The new apparatus provides enhanced firefighting and rescue capabilities, and replaces a 27-year old 110-foot aerial apparatus.

The department focused on professional development for our next generation of managers through continued work and investment in the Succession Management Program. Several employees attended Maxwell's 21 Irrefutable Laws of Leadership course and the Ohio Fire Chief's Association's Fire Officer I course. We believe this is a continual process to ensure competent leaders at every level are available to integrate into the operation when and where they are needed.

Lastly, during the year there were two major structural deficiencies addressed at the fire tower and burn facility.

The facility was constructed in 1996, and is the department's principal training facility for practical evolutions. The second floor of the burn facility required the complete replacement of the concrete floor and corrugated metal supporting system. It was later discovered that interior stairs have succumb to corrosion and are failing. Both situations create a liability for future firefighter safety.

## **2019 HIGHLIGHTS**

The 2019 budget was also drafted in working towards achieving the department's mission and accomplishing its strategic goals and initiatives. As in previous years, the underlying economic realities of local government funding have not changed and continue to make budget preparation a challenge.

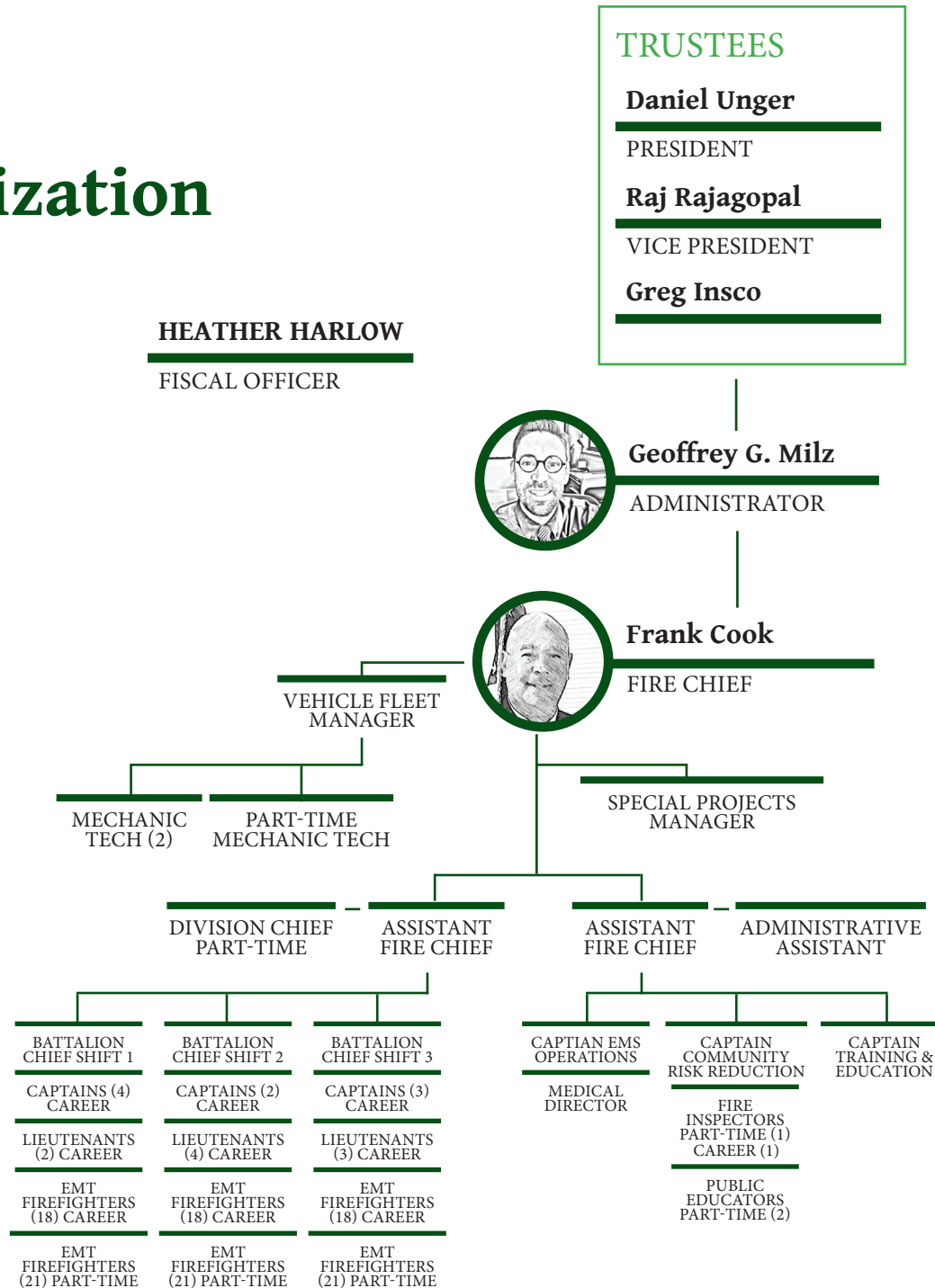
During 2019, the department will continue to focus on succession management as it will continually seek to develop its human resources as future leaders. This will include the recommended hiring of one "full-time" entry-level firefighter paramedic, and the lateral transfer of one full-time incumbent employee to the Community Risk Reduction Division. The department will recommend its continuation of its programmed replacement of two staff vehicles and the refurbishment of one transport ambulance. This will allow for the replacement of

vehicles that have excessive mileage, experience unreliable performance, and have repairs that exceeded the value of the vehicle. During 2019, the department is expected to see a \$3.00 per emergency incident dispatch fee increase from the Hamilton County Communications Center as a result of Hamilton County's Governmental budget deficit situation. The department projects greater than 10,000 emergency incident dispatches for 2019. Additionally, the department will recommend significant repairs associated with various areas of the Township's fire station infrastructure (e.g., concrete, sealing of parking lot surfaces, apparatus bay floor resurfacing, interior space utilization, etc.). Perhaps, the largest expenditure that the department will realize will be the recommended replacement of its complete self-contained breathing apparatus inventory. This is an absolute necessity as this equipment is the sole means of respiratory protection for firefighters when working in hazardous environments. The current equipment will be 15-years old in 2019 and will not be in compliance with the most current National Fire Protection Association standards. In an effort to reduce costs, the Department will apply for alternative funding sources (i.e., FEMA Assistance to Firefighters Grant) and take advantage of trade allowances.

## **SUMMARY**

The Department of Fire and EMS is highly competent and hard-working. The employees' dedication to the citizens, businesses and visitors of this community shines through daily. As Chief of Department, I want to publicly thank them for their dedication to providing first class all hazards services and socially responsible programs to the Colerain community, a noble profession. Their efforts are realized by the feedback received and the awards bestowed upon the department and its employees. Their efforts are noticed and appreciated.

# Organization Chart



# By the Numbers

*1/1/18 through 11/30/18*



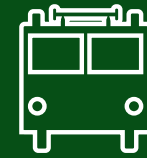
**9,463**

Total Fire & EMS Runs



**7,783**

EMS Runs



**1,680**

Fire Runs



**5:17** *minutes*

Average Response Time



**81.4%**

Percent of EMS Runs requiring  
Advance Life Support

## **Our Mission**

To provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

## **Our Vision**

In pursuit of excellence.

# Our Values

## Customer Service

*We are dedicated to providing superior customer service.*

## Teamwork

*We each bring our own skills and experience, yet we recognize that we are better together. We support and depend on each other to achieve our goals.*

## Trust

*We build trust through honesty, fairness, pride and accountability of all employees.*

## Mutual Respect

*We honor the rights and beliefs of our fellow employees, officers, elected officials, community residents and visitors and treat them with the highest degree of dignity, equality and trust.*

## Growth and Nurturing

*We promote an atmosphere that encourages individual growth, participation, creativity and acknowledge the achievements of our employees.*





## Strategic Goals and Initiatives



# Strategic Goals and Initiatives *continued*

**1** Deliver and communicate efficient, effective emergency services and proactive community risk reduction programs.

- Standard Operating Guidelines
- Community Risk Reduction
- Annual Report
- Community Events
- Coffee with the Chiefs
- Citizen's Fire Academy

**2** Use data and analytics to improve service delivery.

- Data Analysis
- Performance Measures

# Strategic Goals and Initiatives *continued*

**3** Develop a professional and diverse workforce that represents and serves our community.

- Standards of Professional Development
- Training Initiative
- Employee Satisfaction
- Subject Matter Expert
- Employee Diversity
- Community Diversity
- PSIN Teaching Tool

**4** Provide the appropriate apparatus, equipment and facilities needed to meet the increasing and changing service demands.

- Facilities Working Group
- Apparatus Committee
- Long-range Facilities Plan
- Capital Budget
- EOC Feasibility

# Strategic Goals and Initiatives *continued*

**5** Recognize and scale to changing budgetary, fiscal and regulatory conditions while promoting the long-term fiscal health of the department.

- Grant Identification
- Standards of Cover
- Cost of Future Service

# Implementation Schedule

Q1

Q2

- Standard Operating Guidelines
- Community Risk Reduction
- Annual Report
- Community Events
- Coffee with the Chiefs
- Data Analysis
- Performance Measures
- Standards of Professional Development
- Training Initiative
- Subject Matter Expert
- PSIN Teaching Tool
- Facilities Working Group
- Capital Budget
- EOC Feasibility
- Grant Identification

Q3

Q4

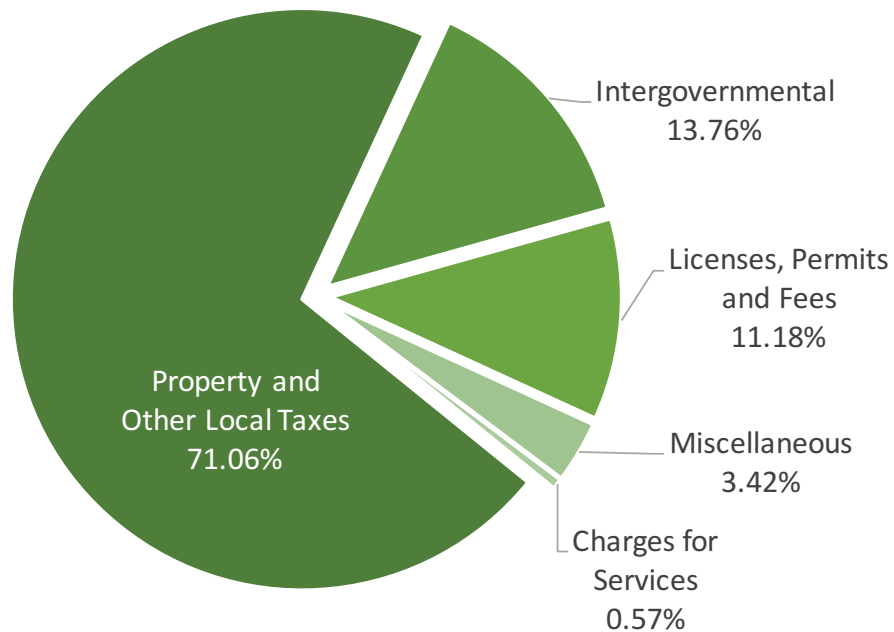
- Standard Operating Guidelines
- Community Risk Reduction
- Community Events
- Coffee with the Chiefs
- Citizen's Fire Academy
- Employee Satisfaction
- Subject Matter Expert
- Long-range Facilities Plan
- Standards of Cover

# Budget Charts

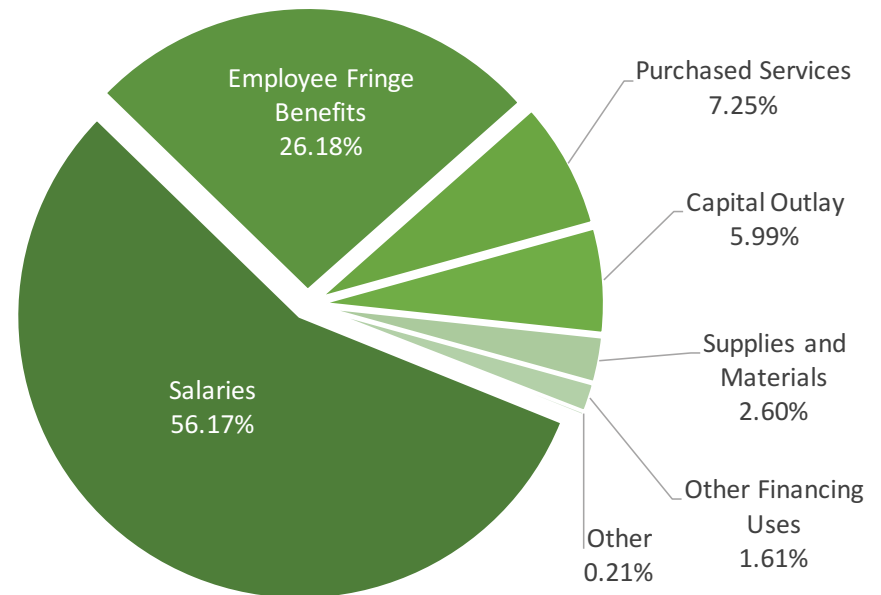
(17 Actual, 18 Budget, 19 Proposed)

Fire & EMS	2017 Actual	2018 Appropriated	2019 Proposed
<b>Expenses</b>			
Personnel & Employee Benefits	\$10,495,867	\$11,747,699	\$12,295,005
Other Expenses	\$3,077,375	\$2,059,423	\$2,630,634
<b>Expenses Total</b>	<b>\$13,573,242</b>	<b>\$13,807,122</b>	<b>\$14,925,639</b>
Capital Improvements	\$1,170,306	\$373,544	\$893,700
Debt Service	\$0	\$0	\$0
<b>Revenues</b>			
Property and Other Local Taxes	\$9,318,726	\$9,476,900	\$8,960,756
Intergovernmental	1,356,830	1,357,813	1,735,821
Licenses, Permits and Fees	1,385,504	1,363,422	1,410,000
Miscellaneous	445,770	399,388	431,826
Charges for Services	65,000	70,000	72,500
<b>Total Revenues</b>	<b>\$12,571,829</b>	<b>\$12,667,523</b>	<b>\$12,610,903</b>
<b>Beginning Fund Balance</b>	<b>\$9,804,839</b>	<b>\$8,803,428</b>	<b>\$7,663,828</b>
Fire District	\$9,206,319	\$8,507,458	\$7,114,311
Ambulance & EMS	\$598,520	\$295,970	\$549,517
<b>Ending Fund Balance</b>	<b>\$8,803,428</b>	<b>\$7,663,828</b>	<b>\$5,349,092</b>
Fire District	\$8,507,458	\$7,114,311	\$4,535,789
Ambulance & EMS	\$295,970	\$549,517	\$813,304

## Summary of Revenues



## Summary of Expenses







# Police Department Strategic Plan & Budget

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# Message from the Leadership



**Geoff Milz**

Colerain Township is blessed with the finest Police Department in the region. The Department is Accredited with Excellence by the Commission on Accreditation for Law Enforcement Agencies, as they have been for 13 years. Our policing philosophy is one of engagement and community-oriented policing and programing. Whether it is our engagement in Quick Response Teams (QRT) for addressing the heroin epidemic or in the Children and Residents Encounter (CARE) program for those with special needs in our community, the Colerain Township Police Department is innovative and engaged. Innovation and engagement is also a common theme in the initiatives we will take part in this year. From block watches to bike patrols, our police department will be making a positive impact in our neighborhoods in 2019.



**Chief Mark Denney**

## 2019 Strategic Plan

You can have anything you want if you want it badly enough. You can be any-

thing you want to be, do anything you set out to accomplish if you hold to that desire with singleness of purpose. -Abraham Lincoln

The Colerain Police Department had great success achieving the goals set for 2018. We began the year by developing the Colerain Police Department 2018-2022 Strategic Plan. Within that plan, we identified important initiatives that moved the Department forward and guided us along our mission to provide outstanding service to our residents.

Officer retention and wellness, to include adjustments to salaries and benefits, was a major focus during 2018. Salaries were right-sized, necessary equipment was identified and provided to our officers and creating opportunities for their voices to be heard were made a priority. A "Council of Officers" was created to encourage input from the officers on key decisions.

As the Police Department has done for decades, a main focus on our 2018 initiatives involved connecting with our community. An open house was held in November that included safety seminars. New block watch groups

were formed and existing ones were strengthened. We trained several officers to be bike patrol officers and returned that service to the community. We began offering safety inspections and partnered with the Fire Department in community risk reduction.

Not resting on the success of 2018, the Police Department is excited to tackle our 2019 initiatives that, again, involve community engagement and improvements to efficiency.

Community engagement, giving a voice to our community and working together to tackle issues is the theme of the 2019 Police Department initiatives. Using technology and research to impact crime is another goal for 2019.

While these initiatives are challenging, they are not unattainable. Each was defined with the following vision in mind; to enhance the quality of life among our diverse population and provide an atmosphere of safety and security for our residents and visitors through a community policing partnership.

## **2019 Budget**

The Colerain Police Department has a tradition of being vigilant with our taxpayer dollar. Responsible spending in 2017 allowed for a \$638,635 surplus. In addition to this surplus, revenue outpaced spending by \$938,608. This surplus occurred in a point of our levy that usually sees

spending equaling revenue.

In 2018, The Colerain Police Department presented a budget that placed a high value on officer safety and retention. Officer retention and wellness, to include adjustments to salaries and benefits, was a major focus during 2018. Salaries were right-sized, necessary equipment, such as Tasers and Stop Sticks, was identified and provided to our officers.

In August of 2018, the Police Department lost funding from Northgate Mall through cancellation of our contract for police services. Those funds were expected to last all of 2018. Even with this significant reduction in revenue, the Police Department maintained the Board-approved budget. The Police Department anticipates another year where revenue bests spending and we see another surplus in the budget.

2019's budget will be significantly impacted by a 20% increase in fees paid to Hamilton County for dispatching services. The Hamilton County Board of Commissioners' decision to impose this increase will cost the Police Department nearly \$90,000 in additional communication expenses.

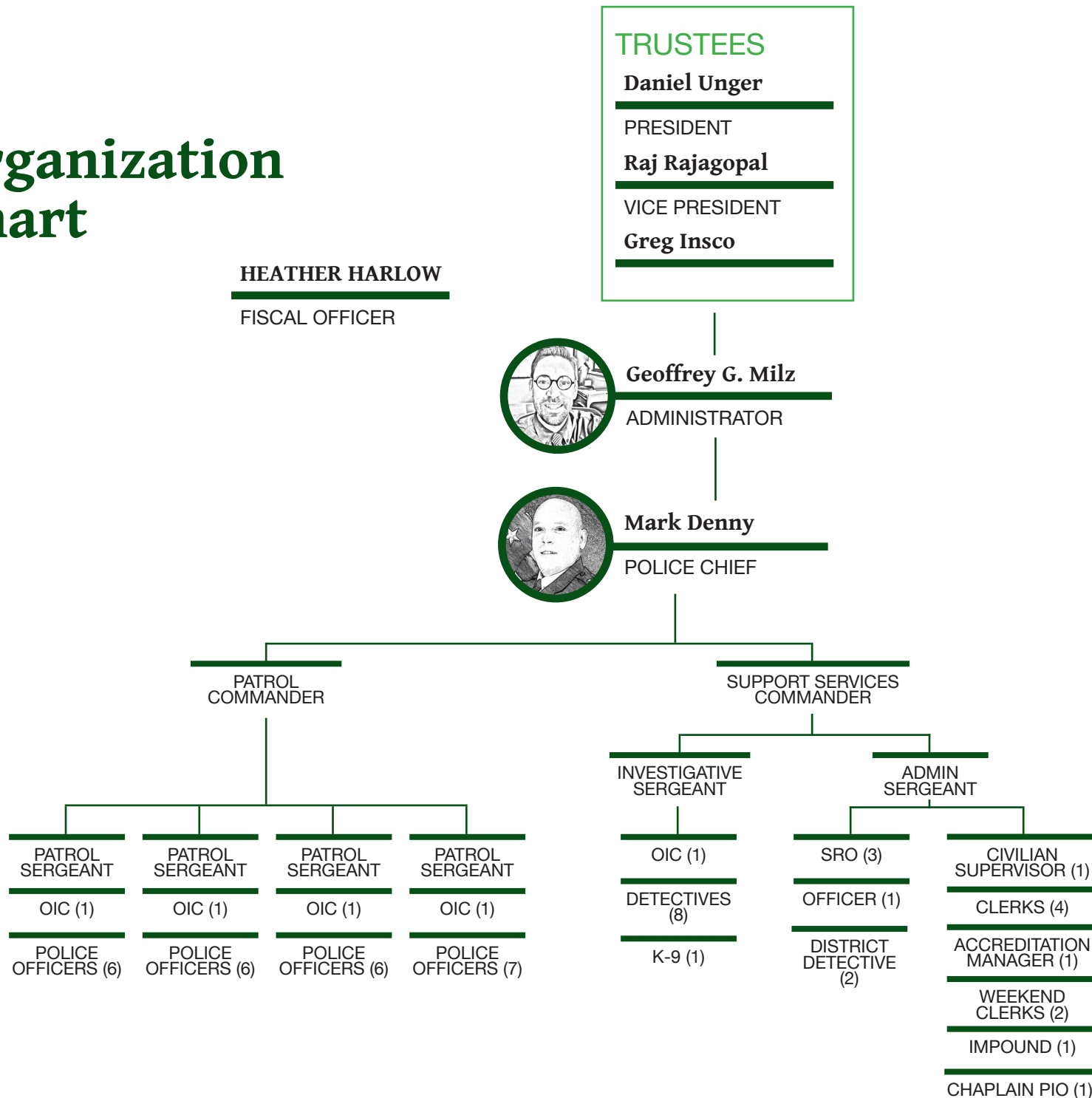
A plan to improve officer safety at the Police Department has also been identified as a budget priority for 2019. The addition of a secured fence and parking lot is planned

to allow for protection of the Department's fleet and to allow for officer safety as they enter and leave the Police Department.

Outside revenue, even with the loss of Northgate Mall's contract, represents nearly 18% of the Department's revenue. This reduced the burden on the taxpayer and extends the Police Department's 2014 levy.

The Police Department enters 2019 with a responsible and sound operating budget. The Department leadership continually look for opportunities to reduce spending and increase revenue.

# Organization Chart



# By the Numbers

*1/1/18 through 9/30/18*



**2,067**

Arrests



**1,316**

Crimes



**93**

Violent Crimes



**1,223**

Property Crimes



**34,522**

Calls for service

## **Our Mission**

“The mission of the Colerain Police Department, an internationally accredited law enforcement agency, is to enhance the quality of life among our diverse population and provide an atmosphere of safety and security for our residents and visitors through a community policing partnership.”

## **Our Vision**

In pursuit of excellence.

# Our Values

*We will treat citizens with dignity, respect, fairness and compassion*

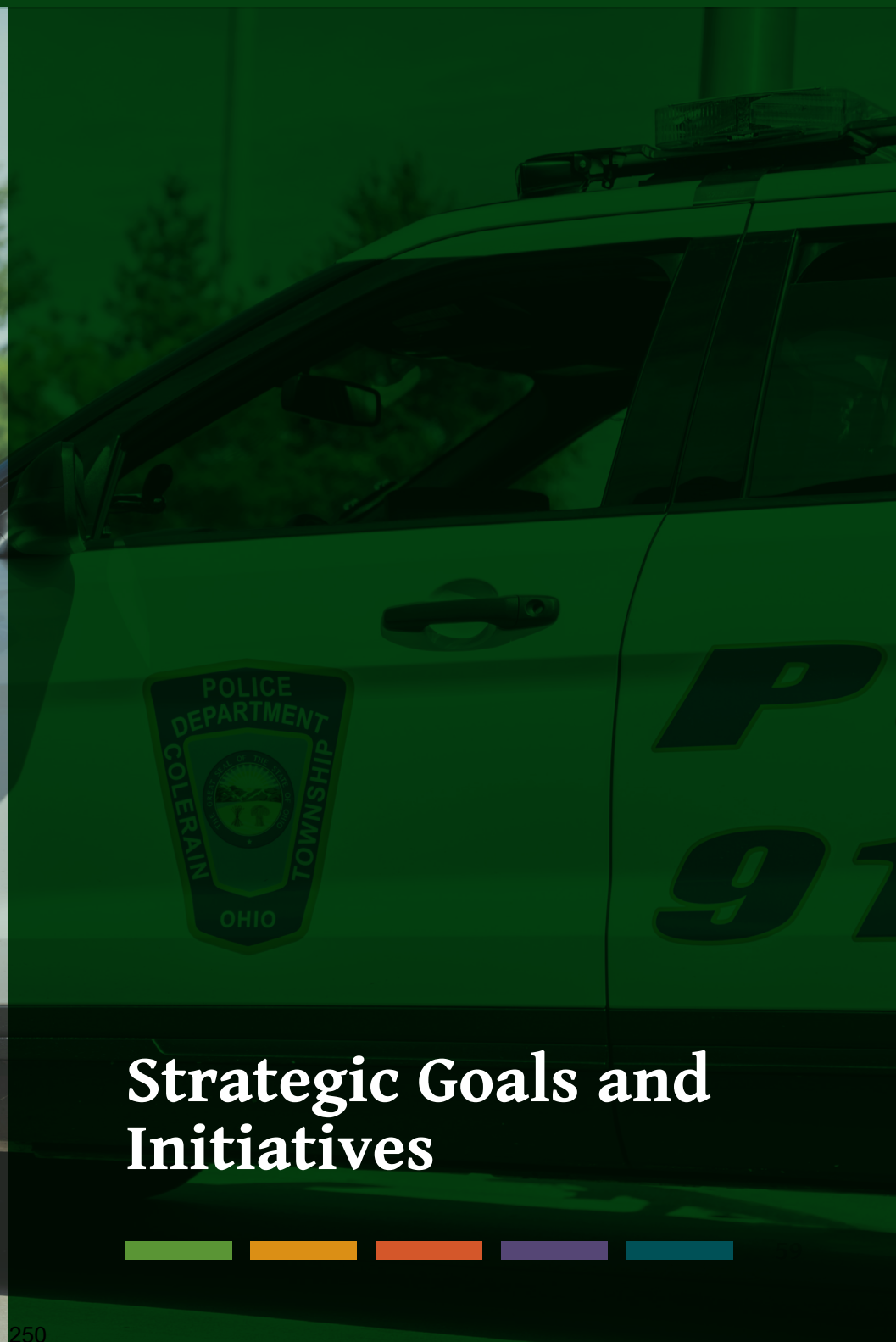
*We will uphold high standards of professionalism, integrity and ethics*

*We will utilize and maintain high standards of education and training*

*We will possess the strength and courage to fight injustice*

*We will foster productive working relationships with other law enforcement agencies and the business community*





## Strategic Goals and Initiatives





# Strategic Goals and Initiatives *continued*

1

Reduce  
Perception and  
Fear of Crime

- Community Liaison

2

Engage with the  
Community

- Succession
- Student Self Defense
- Community Self Defense
- Recruitment Planning
- Cost of Future Service
- Citizen's Police Academy

# Strategic Goals and Initiatives *continued*

## 3 Increase Retention

- Data Analyst
- Facilities Planning

## 4 Building Relationships with Outside Agencies

- Street Light

# Strategic Goals and Initiatives *continued*

## 5 Efficient Operations

- Social Service Relationship
- Neighborhood Resource Officer
- Community Engagement Planning
- Coffee with the Chiefs

# Implementation Schedule

Q1

Q2

- Student Self Defense
- Community Self Defense
- Recruitment Planning
- Cost of Future Service
- Citizen's Police Academy
- Facilities Planning
- Social Service Relationship
- Community Engagement Planning
- Coffee with the Chiefs

Q3

Q4

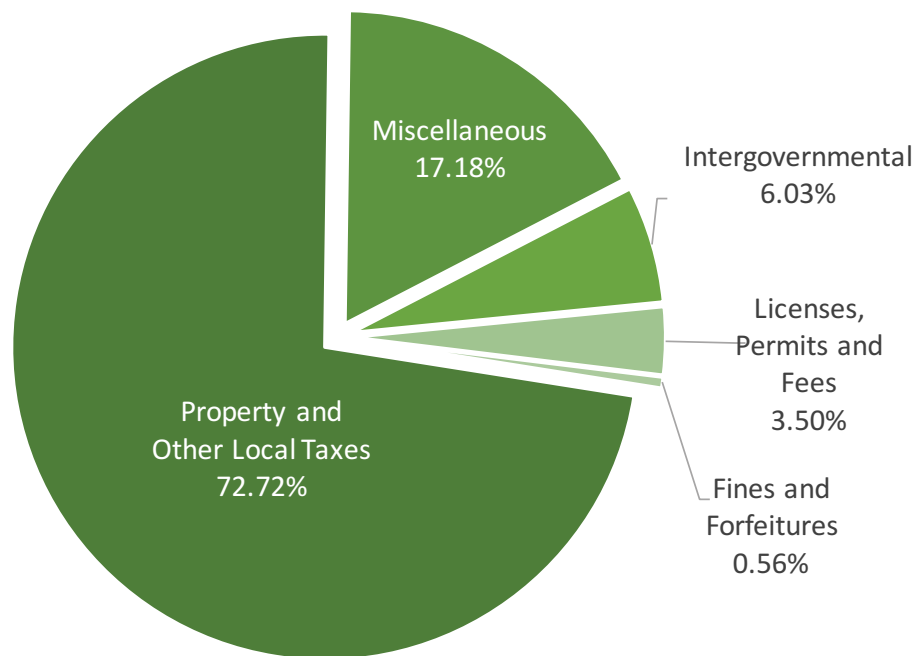
- Community Liaison
- Succession
- Data Analyst
- Street Light
- Neighborhood Resource Officer

# Budget Charts

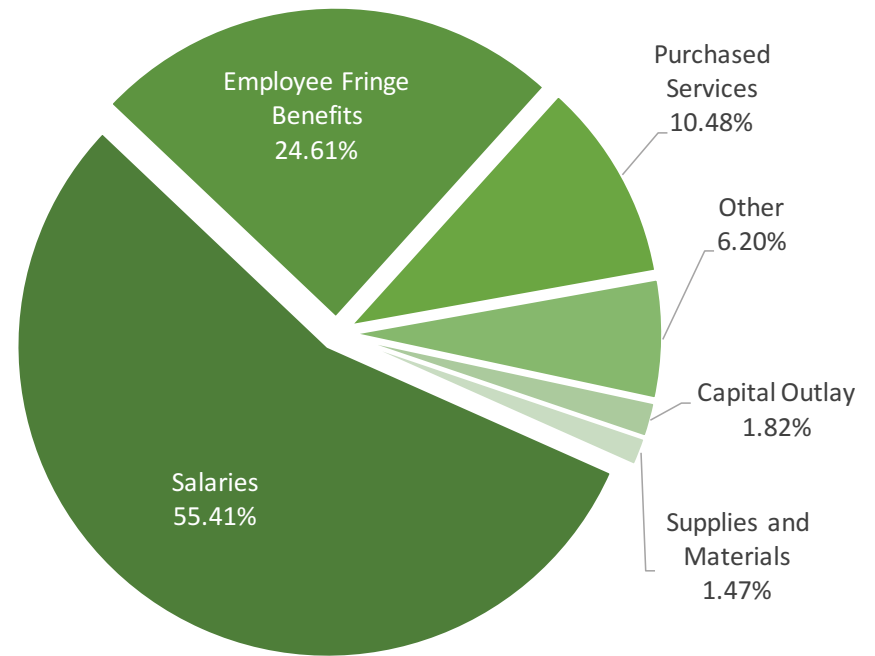
(17 Actual, 18 Budget, 19 Proposed)

Police	2017 Actual	2018 Appropriated	2019 Proposed
<b>Expenses</b>			
Personnel & Employee Benefits	\$5,746,899	\$6,409,909	\$6,703,489
Other Expenses	\$1,338,972	\$1,505,592	\$1,673,208
<b>Expense Total</b>	<b>\$7,085,871</b>	<b>\$7,915,501</b>	<b>\$8,376,697</b>
Capital Improvements	\$230,767	\$226,219	\$152,750
Debt Service	\$0	\$0	\$0
<b>Revenues</b>			
Property and Other Local Taxes	\$5,989,077	\$6,088,657	\$5,818,749
Miscellaneous	\$1,206,195	\$1,368,338	\$1,375,001
Intergovernmental	\$533,159	\$636,545	\$482,775
Licenses, Permits and Fees	\$323,870	\$300,000	\$280,000
Fines and Forfeitures	\$49,255	\$45,957	\$45,198
<b>Total Revenues</b>	<b>\$8,101,556</b>	<b>\$8,439,497</b>	<b>\$8,001,723</b>
<b>Beginning Fund Balance</b>	<b>\$1,874,765</b>	<b>\$2,890,449</b>	<b>\$3,414,446</b>
Police District	\$1,725,363	\$2,768,305	\$3,240,027
Law Enforcement Trust	\$147,517	\$119,729	\$171,644
Enforcement & Ed	\$1,885	\$2,415	\$2,774
<b>Ending Fund Balance</b>	<b>\$2,890,449</b>	<b>\$3,414,446</b>	<b>\$3,039,471</b>
Police District	\$2,768,305	\$3,240,027	\$3,036,697
Law Enforcement Trust	\$119,729	\$171,644	\$0
Enforcement & Ed	\$2,415	\$2,774	\$2,774

## Summary of Revenues



## Summary of Expenses



# Public Services Department Strategic Plan & Budget

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# Message from the Leadership



**Jeff Weckbach**

This Department has done a yeoman job in terms of managing and maintaining the over 114 miles of road infrastructure and the over 40 acres of park land. In addition to this monumental task, the Department has also made progress on a self-assessment for professional accreditation. This work should conclude in 2019 and then the Department will be ready to be assessed by an independent third party. This assessment will help us improve our operations and hopefully provide further evidence of the great work that this department is able to perform on a daily basis.

The Public Services Department also re-implemented the summer camp program for Township residents in 2018. Hundreds of kids attended this daily camp throughout the summer and were able to participate in a number of fun and engaging activities. The staff and volunteers that helped support and run this program performed at a high level and were able to bring a fun, safe atmosphere

for many Colerain kids.

This Department is going to have a great year in 2019 as well. Planned initiatives include a full re-assessment of all Township roads, improvements to street signs, and the planting of a new sunflower field. On top of all of this, the Township is also going to replace Megaland in Colerain Park with a new, state of the art playground that will hopefully be enjoyed by thousands of residents for years to come.



**Kevin Schwartzhoff**

The Colerain Township Public Services Department provides planning and oversight for roads, infrastructure, parks, community center and historical cemeteries. The ability to generate outside funding sources has allowed the department to accomplish many projects with less impact on Township funds.

We achieved many of the capital goals identified in the “Forward Together”: Strategic Plan 2018-2023. Some of the highlights were Ohio Public Works Commission State Capital Improvement Grants for the rebuilding of roads and infrastructure in two Groesbeck neighborhoods. The grants for over \$3 million allowed for a total rebuild of residential streets. We also received a \$50,000 Communi-



ty Development Block Grant to perform a major renovation to the Senior/Community Center and a \$105,000 OKI Section 510 Grant to replace the aging transportation van at the Senior Center.

With support of the Board of Trustees we re-established our Township wide street sweeping program with the purchase of a new sweeper, paved about 2 miles of roads with the in-house engineered road resurface program, built a heavily used dog park at Heritage Park and crack sealed and re-surfaced walking trail/basketball court at Colerain Park.

The Board also funded the reinstatement of the very popular Summer Day Camp Program, over 1,500 campers participated in the program that was operated under budget.

The 2019 budget will see the replacement of Megaland Playground with the support of a \$150,000 ODNR Nature-works grant additional funding from local businesses and the Ohio Parks & Recreation Statewide Funding Initiative.

The Service Department is scheduled to complete the Department Sell Evaluation to become only the second Township in Ohio to be an American Public Works Ac-

credited Agency. Our in-house engineered Road Paving Program will be performed with over two miles of roads being paved.

# Organization Chart

**HEATHER HARLOW**  
FISCAL OFFICER

## TRUSTEES

**Daniel Unger**

PRESIDENT

**Raj Rajagopal**

VICE PRESIDENT

**Greg Insco**



**Geoffrey G. Milz**

ADMINISTRATOR



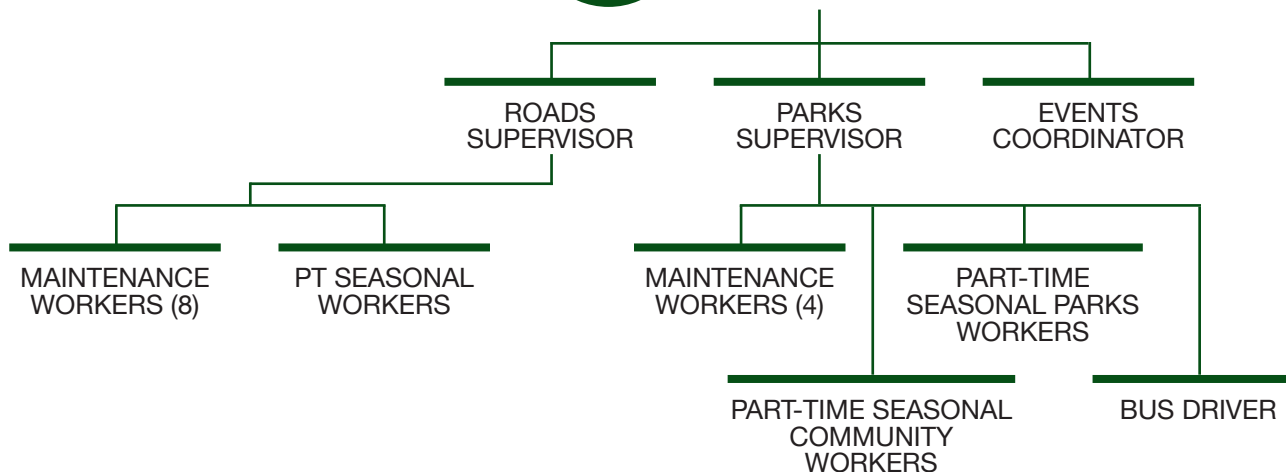
**Jeff Weckbach**

ASSISTANT  
ADMINISTRATOR



**Kevin Schwartzhoff**

PUBLIC SERVICES  
DIRECTOR



# By the Numbers

*1/1/18 through 9/30/18*

**81**

---

Community  
Center Rentals

**266**

---

Shelter Rentals

**341**

---

Requests for  
Service

**178**

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Pot Hole Requests

**9**

---

Dead Animal  
Requests

## **Our Mission**

“To provide community-oriented public services that improve the quality of life for our residents.”

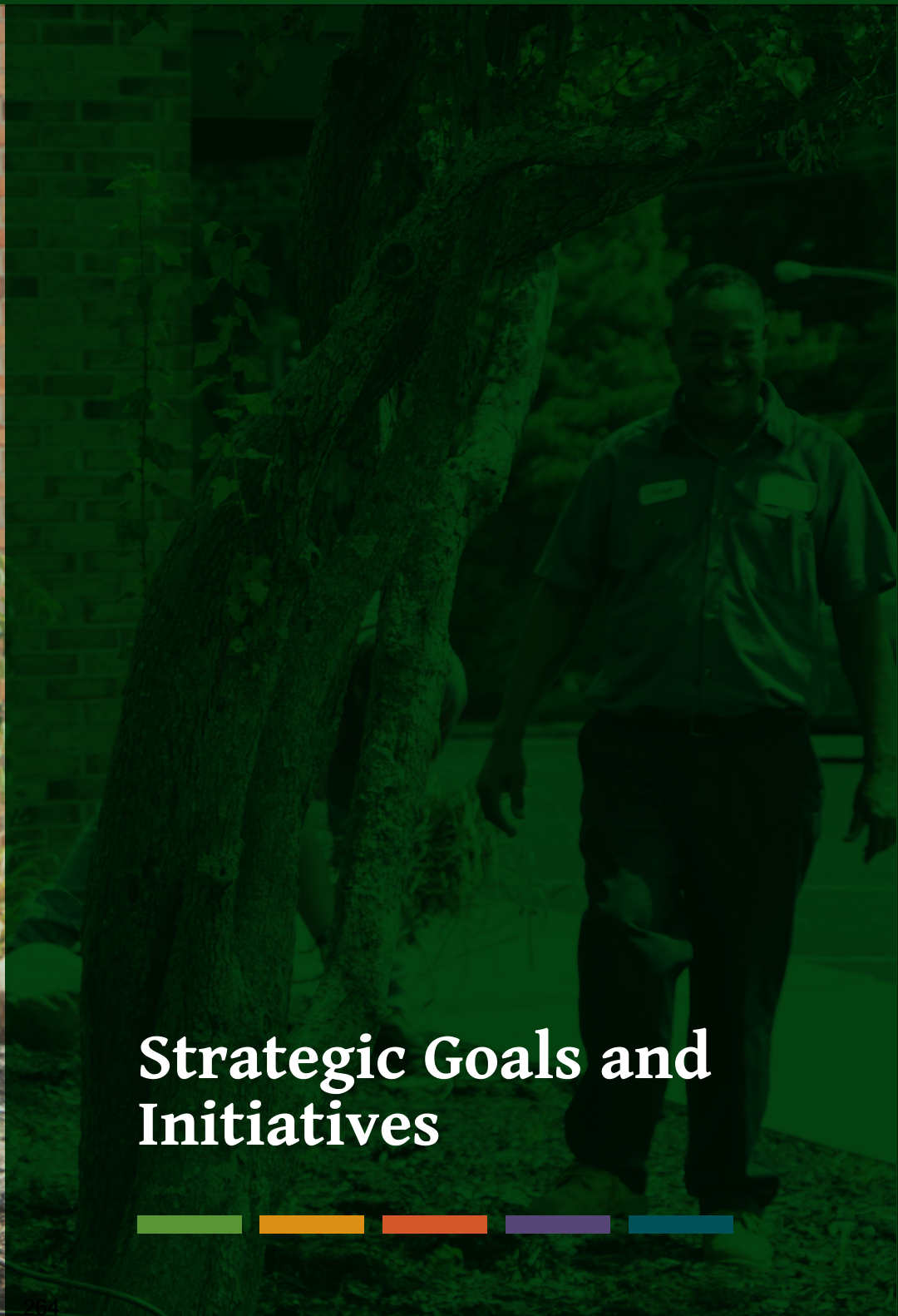
## **Our Vision**

We are a resident-first department that serves as a regional role model for the efficient and effective delivery of public services.

# Our Values







## Strategic Goals and Initiatives



# Strategic Goals and Initiatives *continued*

**1** Improve and maintain the Township road and stormwater infrastructure.

- 2019 Road Program
- PCI Update

**2** Ensure that our Township parks and community center facilities are safe, clean and inviting public spaces.

- Megaland
- Sunflowers
- Historical Cemetery Repair Plan

# Strategic Goals and Initiatives *continued*

**3** Foster a culture of opportunity, continuous improvement and excellence in the operations of the Department.

- Succession Planning
- Data

**4** Modernize procedures, equipment and technology.

- APWA SOP Finalization
- APWA Accreditation



# Strategic Goals and Initiatives *continued*

**5** Improve communication with internal and external stakeholders.

- Public Park Participation
- CERKL Outreach

# Implementation Schedule

Q1

Q2

- PCI Update
- Street Signs
- Megaland
- Sunflowers
- Historical Cemetery Repair Plan
- APWA SOP Finalization
- Public Park Participation
- CERKL Outreach

Q3

Q4

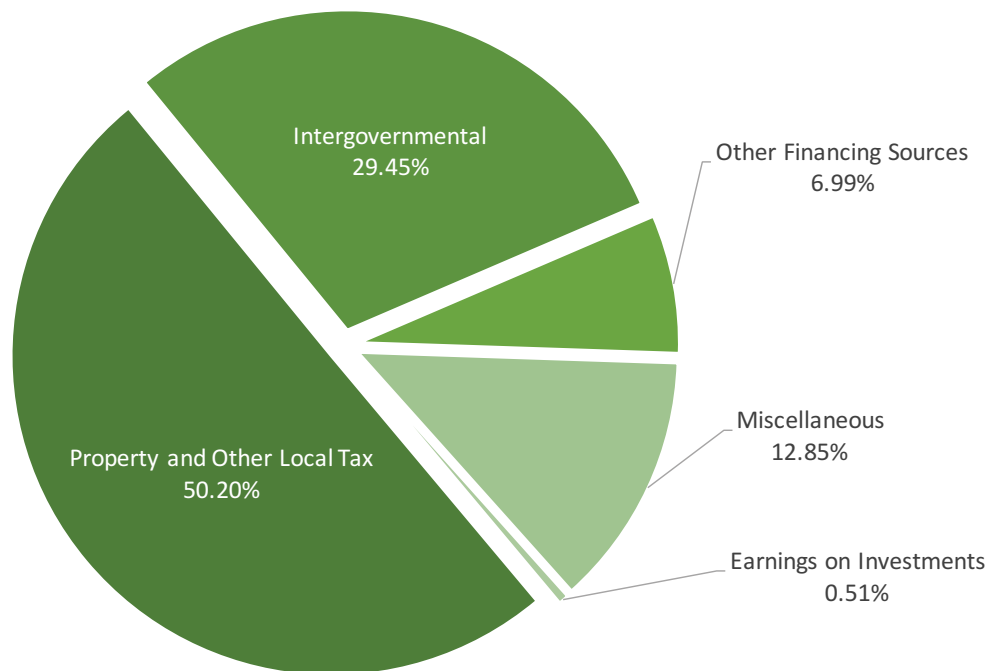
- 2019 Road Program
- Street Signs
- PCI Update
- Succession Planning
- Data
- APWA Accreditation
- CERKL Outreach

# Budget Charts

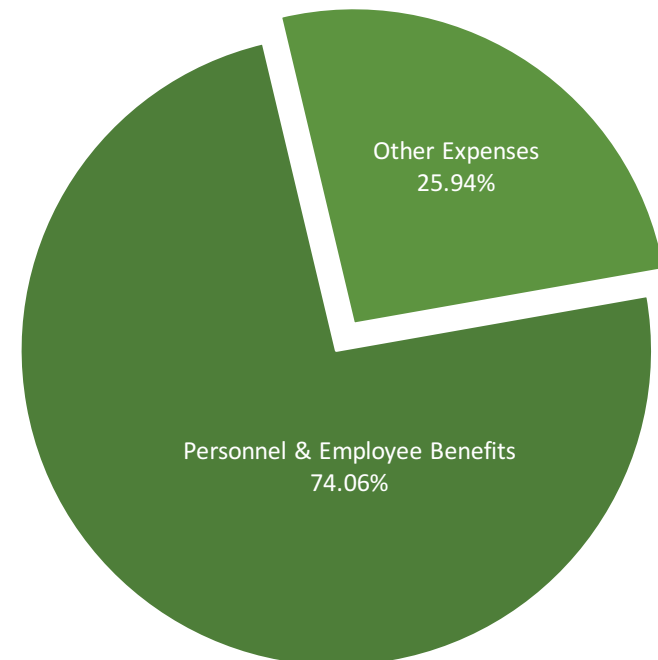
(17 Actual, 18 Budget, 19 Proposed)

Public Services	2017 Actual	2018 Appropriated	2019 Proposed
<b>Expenses</b>			
Personnel & Employee Benefits	\$1,508,762	\$1,708,367	\$1,772,241
Other Expenses	\$528,466	\$821,827	\$1,014,449
<b>Expenses Total</b>	<b>\$2,037,228</b>	<b>\$2,530,194</b>	<b>\$2,786,690</b>
Capital Improvements	\$47,068	\$1,095	\$20,315
Debt Service	\$0	\$0	\$0
<b>Revenues</b>			
Property and Other Local Tax	\$1,149,164	\$1,048,789	\$1,154,179
Intergovernmental	\$674,197	\$813,091	\$659,554
Other Financing Sources	\$160,000	\$714,711	\$791,012
Miscellaneous	\$294,156	\$280,308	\$283,179
Earnings on Investments	\$11,651	\$20,897	\$8,695
<b>Total Revenues</b>	<b>\$2,289,168</b>	<b>\$2,877,796</b>	<b>\$2,896,619</b>
<b>Beginning Fund Balances</b>	<b>\$1,225,465</b>	<b>\$1,477,406</b>	<b>\$1,825,007</b>
<i>Motor Vehicle License Tax</i>	\$97,396	\$119,286	\$112,132
<i>Gasoline Tax</i>	\$522,876	\$739,136	\$892,819
<i>Road and Bridge</i>	\$209,561	\$180,274	\$267,363
<i>Permissive Motor Vehicle License</i>	\$228,300	\$339,008	\$515,910
<i>Parks &amp; Services</i>	\$74,751	\$24,039	\$14,017
<i>Community Center</i>	\$92,581	\$75,663	\$22,766
<b>Ending Fund Balances</b>	<b>\$1,477,406</b>	<b>\$1,825,007</b>	<b>\$1,934,934</b>
<i>Motor Vehicle License Tax</i>	\$119,286	\$112,132	\$93,721
<i>Gasoline Tax</i>	\$739,136	\$892,819	\$962,688
<i>Road and Bridge</i>	\$180,274	\$267,363	\$204,921
<i>Permissive Motor Vehicle License</i>	\$339,008	\$515,910	\$673,605
<i>Parks &amp; Services</i>	\$24,039	\$14,017	\$0
<i>Community Center</i>	\$75,663	\$22,766	\$0

## Summary of Revenues



## Summary of Expenses





# Planning Department Strategic Plan & Budget

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(17 Actual, 18 Budget, 19 Proposed)	
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Summary of Expenses.....	93

# Message from the Leadership



**Jeff Weckbach**

Our Planning Department started a major undertaking in 2018, by committing to a full update of the Comprehensive Plan.

Typically, an organization can spend \$100,000 or more on a full update of this large and complex document. However, our staff has dedicated their time and resources to finding ways to complete this plan in an incremental manner, and without contracting out. 2018 was also an extremely busy year for this department, as it saw new heights in code enforcement. This Department processed more cases through housing court than in any other year and is working tirelessly to enforce our building and maintenance code standards. The theme of beautification will also be central to many of the projects that this department undertakes in 2019. Through an innovative mini-grant program, the department will be able to help facilitate creative tactical urbanism projects in our neighborhoods. The department will also continue to work with various partners to develop a comprehensive and holistic plan to improve

the overall look and feel of Colerain Avenue.

I am excited to see how all of these initiatives will help to improve the overall look and feel of Colerain Township.

I also cannot wait to see how this community changes over the next few decades due to the hard work that this team has put into our Comprehensive Plan as it will have a lasting impact on this community. For that reason, I genuinely hope that residents engage in the process as we bring forward new sections of the plan for approval and provide our team with input on what each residents vision is for the long term look and feel of Colerain.



**Jenna LeCount**

Two years ago, in 2017, the Planning & Zoning Department sought a better understanding of how to align our everyday activities with achieving the vision

for the Township and identifying exactly how we will get there. We did this through the creation of our five-year Strategic Plan. This plan is intended to provide the Department with a pathway towards more effective and efficient services for the community and we have committed to revisiting this plan annually to ensure we are able to anticipate and adapt to a changing development, land use, and enforcement landscape.

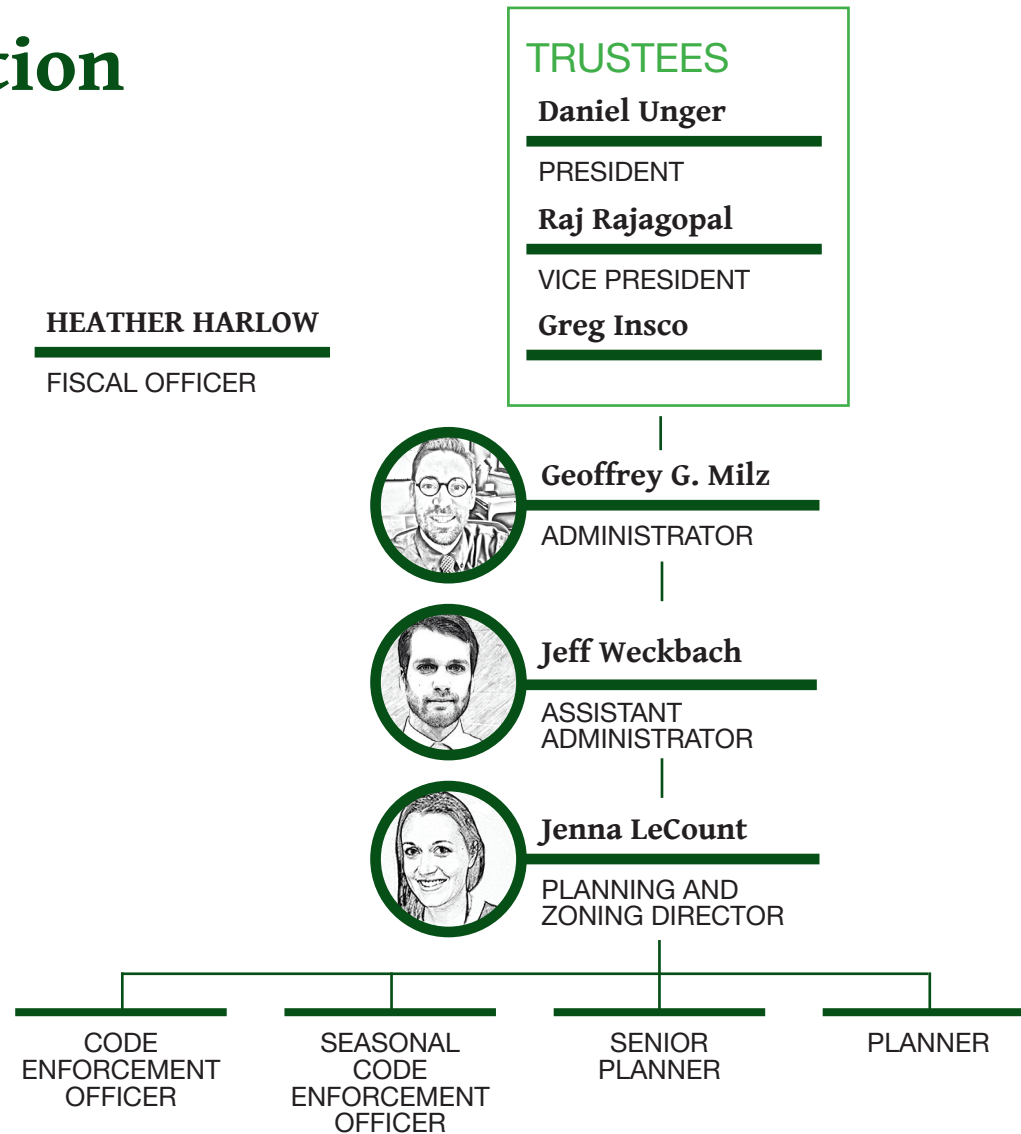
For many years, this department has operated in a reac-

tive manner to address some of this community's most important long-term development and land use needs. This Strategic Plan has already aided in making this department more proactive and forward thinking while maintaining a customer oriented focus. 2018 provided the Department its first full year to begin tackling the established plan. As we reflect on this past year, we are proud to have begun meaningful work on the much needed update to the Comprehensive Plan. The Department produced the Energy Plan as the first incremental element of the Comprehensive Plan. Additionally, the Land Use element of the Comprehensive Plan has made significant headway with a select group of citizens interested in guiding future development within the Township.

Planning Staff is excited to be looking towards the 2019 year and what we plan to achieve. Many of the projects for 2019 align with the overall Township themes of Beautification and Engagement. The Planning & Zoning Department is uniquely positioned to promote these themes through much of our everyday work as well as through our longer-range projects. This department will help move forward with Beautification through such projects as trails planning and walkability signage initiatives. Engagement, the core of what this department

runs on, will be more clearly defined through efforts to increase tactical urbanism and mini-grant programs with community partners. This coming year we also anticipate seeing the implementation of both the Sidewalk Maintenance Program and the New Sidewalk Construction Program, adoption of the first two elements of the Comprehensive Plan (Energy Plan and Land Use Plan), continued work neighborhoods on long-range neighborhood plans, a focus on creation of a Housing Plan, and a more complete transition of our data management into a more current platform.

# Organization Chart





# By the Numbers

*1/1/18 through 9/30/18*

**1,201**

Code Enforcement  
Violations

**72**

Cases  
Prosecuted in  
Housing Court

**91**

Tall Grass  
Abatements

**361**

Zoning  
Certificates  
Issued

**189**

Vacant Properties  
Reported

**40**

Vacant Building  
Maintenance Licenses  
Issued

**56**

Vacant Foreclosed  
Property Registrations

## **Our Mission**

“To improve our community by enabling high-quality development and effective code enforcement.”

## **Our Vision**

We are a visible asset to our township's residents and businesses and a model for how a planning department operates in the 21st Century.

# Our Values

A word cloud of corporate values. The words are arranged in a roughly circular pattern, with 'COMMITMENT' being the largest and most prominent word at the top. Other large words include 'OUTCOMES', 'LOYALTY', 'EXCELLENCE', 'RESPECT', 'ACCOUNTABILITY', 'INTEGRITY', and 'NEIGHBORHOODS'. Smaller words like 'CUSTOMER SERVICE', 'COLLABORATION', 'OPENNESS', 'LEARNING', 'EFFICIENCY', 'ETHICS', 'RESPONSIVENESS', 'IMPROVEMENT', and 'ACTION' are also present. The words are in various shades of green and blue, with some having a 3D effect.

CUSTOMER SERVICE  
**COMMITMENT**  
ORGANIZATION COLLABORATION  
OUTCOMES OPENNESS  
LEADING  
LOYALTY LEARNING  
EFFICIENCY  
EXCELLENCE  
ETHICS  
**RESPECT**  
ACTION RESPONSIVENESS  
ACCOUNTABILITY  
INTEGRITY INNOVATION  
IMPROVEMENT  
**NEIGHBORHOODS**



## Strategic Goals and Initiatives



# Strategic Goals and Initiatives *continued*

**1** Increase efficiency of core functions and increase utilization of technology to improve operations.

- Accela

**2** Improve code enforcement outcomes.

- Code Enforcement

# Strategic Goals and Initiatives *continued*

**3** Use an incremental “Elements” approach to update Township’s Comprehensive Plan.

- Capital Improvement Plans
- Public Health Plan
- Community Character Plan

**4** Ensure our Zoning Resolution continues to reflect the policies of the Township.

- Signage (non-conforming use certificates)
- Parking

# Strategic Goals and Initiatives *continued*

**5** Complete special projects in furtherance of Township policy.

- Urban Forestry
- Banners
- Tactical Urbanism
- CCA Partnership: Yard Award
- Walkability Signage
- Sidewalk Maintenance Initiative
- Trails
- Mini-Grant Program

**6** Develop our staff and volunteer boards.

- Board Member Certification
- Professionalization

# Implementation Schedule

Q1

Q2

- Accela
- Code Enforcement
- Street Lighting Upgrade
- Banners
- CCA Partnership: Yard Award
- Walkability Signage
- Sidewalk Maintenance Initiative
- Trails
- Board Member Certification
- Professionalization

Q3

Q4

- Code Enforcement
- Capital Improvement Plans
- Public Health Plan
- Community Character Plan
- Signage (non-conforming use certificates)
- Parking
- Urban Forestry
- Tactical Urbanism
- Mini-Grant Program
- Board Member Certification

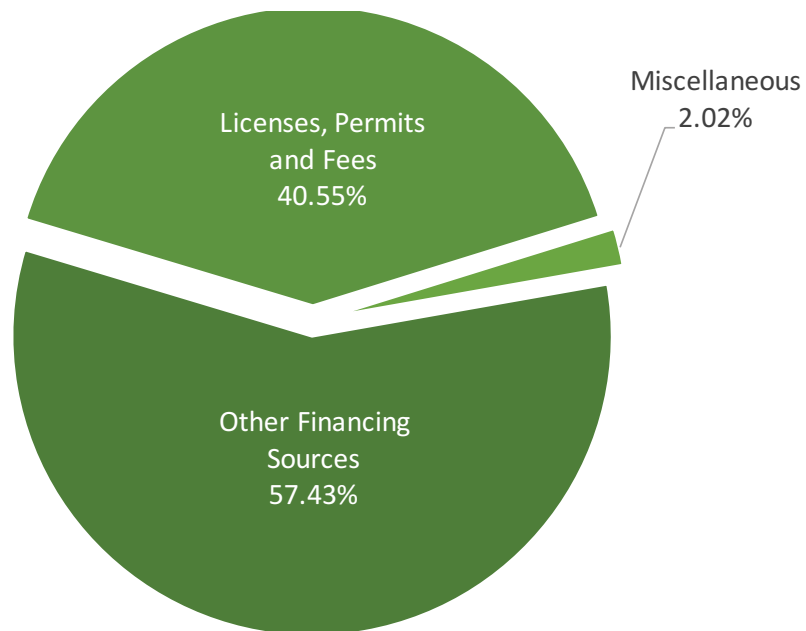


# Budget Charts

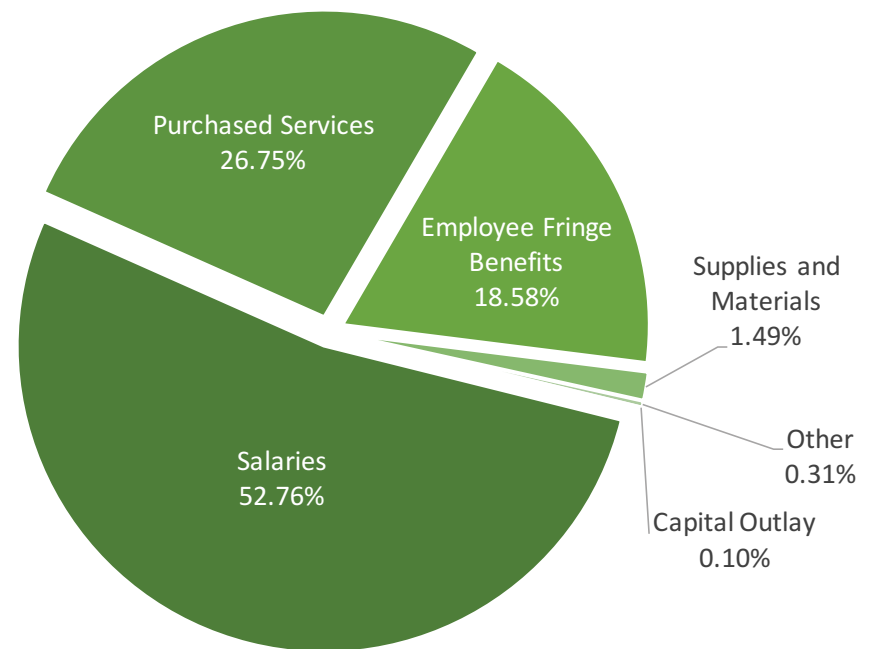
(17 Actual, 18 Budget, 19 Proposed)

Planning & Zoning	2017 Actual	2018 Appropriated	2019 Proposed
<b>Expenses</b>			
Personnel & Employee Benefits	\$328,042	\$326,018	\$341,091
Other Expenses	\$69,608	\$45,430	\$136,788
<b>Total Expenses</b>	<b>\$397,650</b>	<b>\$371,448</b>	<b>\$477,879</b>
Capital Improvements	\$13,282	\$1,161	\$500
Debt Service	\$0	\$0	\$0
<b>Revenues</b>			
Licenses, Permits and Fees	\$252,195	\$169,248	\$181,050
Other Financing Sources	\$55,000	\$178,631	\$256,396
Miscellaneous	\$15,982	\$14,118	\$9,014
<b>Total Revenues</b>	<b>\$323,177</b>	<b>\$361,997</b>	<b>\$446,460</b>
Beginning Fund Balance	\$115,343	\$40,870	\$31,419
Ending Fund Balance	\$40,870	\$31,419	\$0

## Summary of Revenues



## Summary of Expenses



# Non Departmental Funds

Budget Charts (17 Actual, 18 Budget, 19 Proposed) .....	95
Capital Budget .....	96

# Summary of Expenses, Revenues and Fund Balances

All Funds	2017 Actual	2018 Appropriated	2019 Proposed
<b>All Funds Expenses</b>			
Personnel & Employee Benefits	\$19,073,680	\$21,264,774	\$22,116,216
Other Expenses	\$9,566,097	\$20,739,155	\$18,905,342
<b>Expenses Total</b>	<b>\$28,639,777</b>	<b>\$42,003,929</b>	<b>\$41,021,558</b>
Capital Improvements	\$1,558,303	\$1,828,328	\$2,934,582
Debt Service	\$1,200,480	\$1,273,975	\$1,265,595
<b>Revenues</b>			
Property and Other Local Taxes	\$17,079,789	\$17,442,259	\$16,723,615
Intergovernmental	\$3,203,186	\$11,413,936	\$5,535,936
Licenses, Permits and Fees	\$4,730,254	\$5,108,574	\$5,201,070
Other Financing Sources	\$1,150,506	\$5,553,623	\$2,427,642
Miscellaneous	\$2,562,489	\$3,019,889	\$2,812,008
Earnings on Investments	\$268,667	\$342,491	\$204,695
Special Assessments	\$156,544	\$154,343	\$155,000
Charges for Services	\$65,000	\$70,000	\$72,500
Fines and Forfeitures	\$49,255	\$45,957	\$45,198
<b>Total Revenues</b>	<b>\$29,265,690</b>	<b>\$43,151,072</b>	<b>\$33,177,664</b>
Beginning Fund Balances	\$21,462,325	\$22,088,238	\$23,235,381
Ending Fund Balances	\$22,088,238	\$23,235,381	\$15,391,487

# Capital Budget

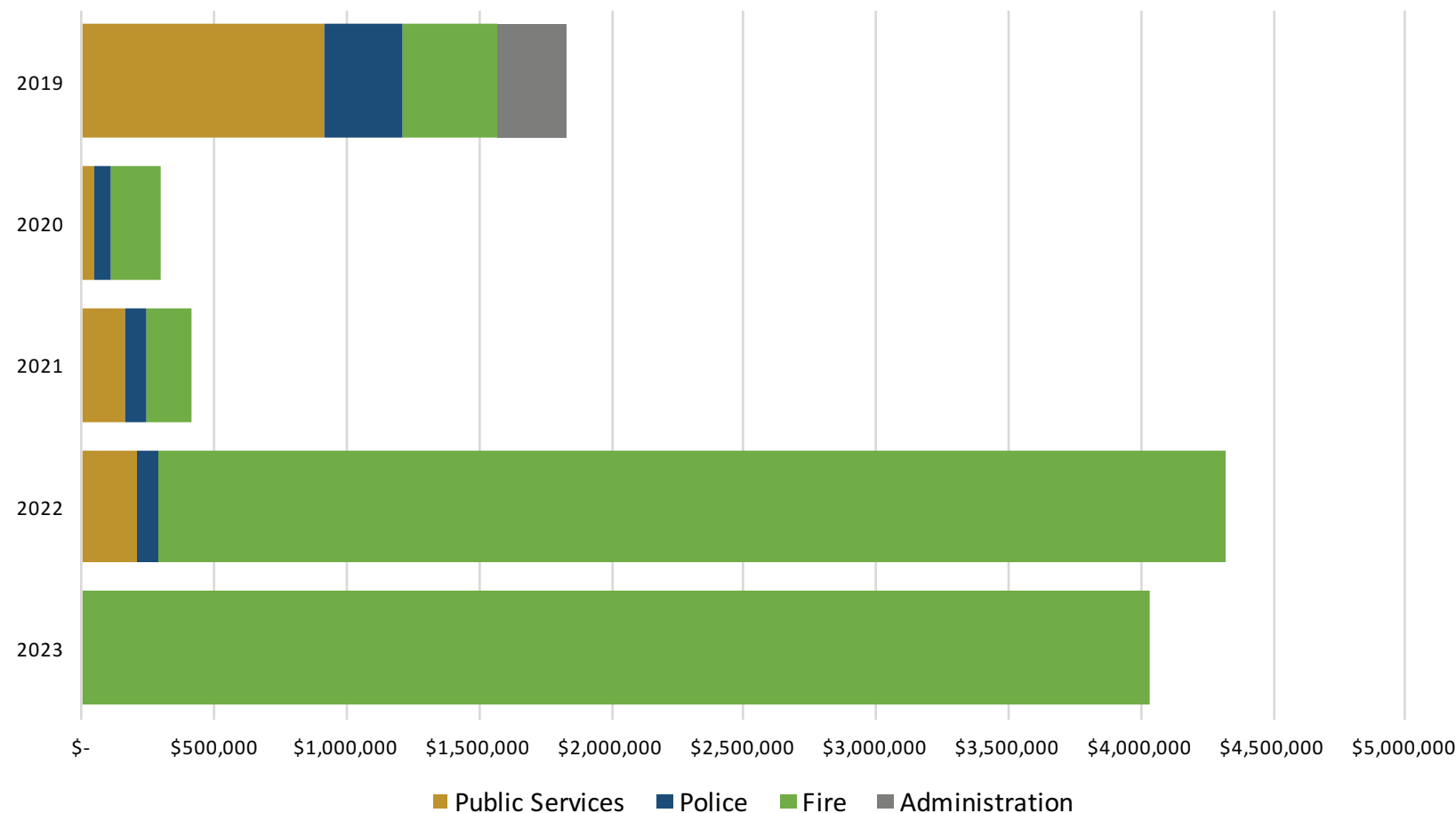
Department	Description	2019	2020	2021	2022	2023
Public Services	Dump Medium duty truck (replacement)	\$125,000				
Public Services	Medium duty truck (replacement sign truck)	\$115,000				
Public Services	Light Duty truck	\$28,000				
Public Services	Financing of Excavator	\$24,196				
Public Services	Truck, mower, UTV and trailer	\$78,700				
Public Services	Spray ground repairs, Striping of Heritage & Colerain Parks, Vehicle Counter, Ballfield Groomer, Megland(350k)	\$375,500				
Public Services	Hall A Kitchen Renovation, Patio Improvements, Hall A Painting, Front Parking Lot Striping	\$38,500				
Public Services	New Senior Bus	\$132,350				
Public Services	IHC Dump Truck (replacement)			\$150,000		
Public Services	IHC Dump Truck (replacement)				\$150,000	
Public Services	Walk Behind Mowers			\$3,000	\$5,000	
Public Services	Zero Turn Mower			\$12,000	\$12,000	
Public Services	F150 4x4 PU				\$40,000	
Public Services	Pave and Stripe Parking Lots		\$40,000			
Public Services	Interior Painting		\$6,000			

Department	Description	2019	2020	2021	2022	2023
Police	On Body Cameras	\$57,375.00	\$57,375.00	\$57,375.00	\$57,375.00	\$57,375.00
Police	Tasers (year 2)	\$27,480.00	\$27,480	\$27,480	\$27,480	
Police	Trailer	\$19,000.00				
Police	Pick-Up	\$37,000.00				
Police	5 New cars	\$149,472.68				
Police	5 New Cars		\$40,000.00			
Police	5 New Cars			\$42,000.00		
Police	6 New Cars				\$60,000.00	
Police	Investigator Vehicles 1 new (Trade 1)		\$15,000.00	\$15,000.00	\$15,000.00	
Police	On Body Cameras		\$5,000.00	\$5,000.00	\$5,000.00	
Police	Replace Video System in Interview #1			\$15,000.00		

# Capital Budget *continued*

Department	Description	2019	2020	2021	2022	2023
Fire	Computers	\$5,000				
Fire	Jaws of Life Replacement on Rescue & Ladder trucks	\$100,000				
Fire	Interdepartmental Communications Network	\$10,000				
Fire	Ladder 25 Replacement (1991)	\$105,000				
Fire	Life Squad Remounts	\$83,000				
Fire	Staff Vehicles	\$60,000				
Fire	Thermal Imaging Camera (TIC) Replacements		\$55,000	\$40,000		
Fire	Staff Vehicle Per Year		\$30,000	\$30,000	\$30,000	\$30,000
Fire	Ladder 25 Replacement (1991)		\$105,000	\$105,000	\$105,000	
Fire	Relocate 102 to Struble/Colerain (new build)					\$3,000,000
Fire	Rebuild 26				\$2,500,000	
Fire	Engine 102 (2002)					\$500,000
Fire	Engine 103 (2002)					\$500,000
Fire	Engine 109 (2002)				\$500,000	
Fire	Ladder 225 (1994)				\$900,000	
Department	Description	2019	2020	2021	2022	2023
Administration	Overpass Sign at 275/Colerain	\$25,000				
Administration	Replacement of Chairs in Conference Room	\$1,000				
Administration	Retro fit Cobra Head lights to LED	\$213,000				
Administration	Backup Server	\$5,725				
Administration	Email Server	\$2,500				
Administration	HVAC repairs	\$10,000				
Total		\$1,827,799	\$296,000	\$417,000	\$4,322,000	\$4,030,000

# Capital Budget *continued*



An aerial photograph of a city street, likely in a downtown area, with a green overlay. The street is lined with buildings and trees, and a few cars are visible. The green overlay is semi-transparent, allowing the underlying image to be seen. The text "Long Range Financial Plans" is written in white, serif font in the lower-left quadrant of the image.

# Long Range Financial Plans



# Long Range Financial Forecast

		2018 Budget			FY18 FUND BALANCES	2019 Budget		FY19 FUND BALANCES	2020 Budget		FY20 FUND BALANCES
		12/31/17	Revenues	Expenses	12/31/18	Revenues	Expenses	12/31/19	Revenues	Expenses	12/31/20
1000	General	\$6,430,200	7,294,749	7,911,050	5,813,899	6,518,220	7,569,938	4,762,180	5,154,015	5,098,448	4,817,747
	Special Revenue	15,658,036	27,210,090	27,121,087	15,747,039	24,602,786	29,720,516	10,629,308	24,603,549	28,491,941	6,740,916
	Debt Service	2	936,700	936,700	2	937,248	937,250	0	941,000	941,000	0
	Capital Projects	-	7,709,533	6,035,090	1,674,443	1,119,410	2,793,853	-	-	-	-
	Permanent	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>\$22,088,238</b>	<b>\$43,151,072</b>	<b>\$42,003,927</b>	<b>\$23,235,382</b>	<b>\$33,177,663</b>	<b>\$41,021,557</b>	<b>\$15,391,488</b>	<b>\$30,698,564</b>	<b>\$34,531,389</b>	<b>\$11,558,663</b>
<b>Special Revenue Funds</b>											
2011	Motor Vehicle Lic. Tax	119,286	46,426	53,580	112,132	45,636	64,047	93,721	45,636	59,433	79,923
2021	Gasoline Tax	739,136	328,389	174,706	892,819	321,707	251,838	962,688	321,707	252,534	1,031,860
2031	Road & Bridge	180,274	1,026,466	939,377	267,363	974,961	1,037,403	204,921	974,961	1,057,448	122,434
2081	Police District	2,768,305	8,253,723	7,782,001	3,240,027	7,821,526	8,024,856	3,036,697	7,679,461	8,807,965	1,908,193
2111	Fire District	8,507,458	11,262,050	12,655,197	7,114,311	11,148,403	13,726,925	4,535,789	10,708,723	14,191,734	1,052,777
2181	Zoning	40,870	361,997	371,447	31,420	446,460	477,879	0	457,089	457,090	(0)
2231	Permissive Motor Veh License	339,008	536,470	359,568	515,910	548,158	390,463	673,605	612,062	457,252	828,415
2261	Law Enforcement Trust	119,729	183,915	132,000	171,644	178,697	350,341	0	181,524	181,524	0
2271	Enforcement & Ed	2,415	1,859	1,500	2,774	1,500	1,500	2,774	1,500	1,500	2,774
2281	Ambulance & EMS	295,970	1,405,472	1,151,925	549,517	1,462,500	1,198,713	813,304	1,490,300	1,307,347	996,256
2401	Special Assessment - Lighting Districts	188,131	154,343	172,590	169,884	155,000	223,250	101,634	168,000	172,101	97,533
2901	TIF - Kroger	679	239,425	239,425	679	236,275	236,275	679	238,125	238,125	679
2902	Recycling Incentive	81,768	68,893	53,810	96,851	64,000	54,030	106,821	64,000	54,256	116,565
2903	TIF - Colerain Towne Center	-	2,180,420	78,481	2,101,939	66,807	2,072,070	96,676	498,900	92,070	503,506
2907	TIF - Stone	1,746,151	5,280	1,743,705	7,726	-	7,727	(0)	-	-	(0)
2908	CDBG Com Dev Block Grant	-	109,500	109,500	-	125,000	125,000	-	100,000	100,000	-
2910	TIF - Best Buy	429,154	105,418	99,312	435,260	-	435,260	(0)	-	-	(0)
2911	Parks & Services	24,039	662,636	672,658	14,017	677,167	691,184	0	708,686	708,686	0
2912	Community Center	75,663	277,409	330,306	22,766	328,989	351,755	0	352,876	352,876	(0)
	<b>Total Special Revenues</b>	<b>\$15,658,036</b>	<b>\$27,210,090</b>	<b>\$27,121,087</b>	<b>\$15,747,039</b>	<b>\$24,602,786</b>	<b>\$29,720,516</b>	<b>\$10,629,308</b>	<b>\$24,603,549</b>	<b>\$28,491,941</b>	<b>\$6,740,916</b>
<b>Debt Service Funds</b>											
3101	General Bond Note Retirement	-	-	-	-	-	-	-	-	-	-
3102	Bond Retirement Parks	-	304,744	304,744	-	306,794	306,794	(0)	308,200	308,200	(0)
3103	Bond Retirement PW	-	212,688	212,688	1	212,137	212,138	-	216,200	216,200	-
3104	Gen Bond Retire-CLI	-	-	-	-	-	-	-	-	-	-
3105	Bond Retirement St. Scape	-	178,050	178,050	-	178,400	178,400	-	178,400	178,400	-
3301	Bond Retirement S.A. Fire	-	-	-	-	-	-	-	-	-	-
	<b>Total Debt Service Funds</b>	<b>1</b>	<b>241,219</b>	<b>241,219</b>	<b>1</b>	<b>239,918</b>	<b>239,919</b>	<b>0</b>	<b>238,200</b>	<b>238,200</b>	<b>0</b>
		<b>\$2</b>	<b>\$936,700</b>	<b>\$936,700</b>	<b>\$2</b>	<b>\$937,248</b>	<b>\$937,250</b>	<b>\$0</b>	<b>\$941,000</b>	<b>\$941,000</b>	<b>\$0</b>
<b>Capital Projects Funds</b>											
4401	NSP	-	-	-	-	-	-	-	-	-	-
4406	Hamilton Co. Comm.	-	-	-	-	-	-	-	-	-	-
4409	OPWC	\$-	\$45,000	\$45,000	-	-	-	-	-	-	-
	<b>Total Capital Projects Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

# Long Range Financial Forecast *continued*

		2021 Budget		FY21 FUND BALANCES	2022 Budget		FY22 FUND BALANCES	2023 Budget		FY23 FUND BALANCES
		Revenues	Expenses	12/31/21	Revenues	Expenses	12/31/22	Revenues	Expenses	12/31/23
1000	General	5,545,653	5,449,995	4,913,405	4,938,670	4,188,949	5,663,125	5,821,637	4,380,149	7,104,613
	Special Revenue	24,544,902	29,655,044	1,630,774	24,932,795	31,258,294	(4,694,726)	25,631,324	32,906,606	(11,970,008)
	Debt Service	941,200	941,200	0	-	-	0	-	-	0
	Capital Projects	-	-	-	-	-	-	-	-	-
	Permanent	-	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>\$31,031,755</b>	<b>\$36,046,239</b>	<b>\$6,544,179</b>	<b>\$29,871,464</b>	<b>\$35,447,244</b>	<b>\$968,399</b>	<b>\$31,452,961</b>	<b>\$37,286,755</b>	<b>\$(4,865,394)</b>
<b>Special Revenue Funds</b>										
2011	Motor Vehicle Lic. Tax	45,636	59,832	65,727	45,636	60,242	51,121	45,636	60,664	36,093
2021	Gasoline Tax	321,707	231,639	1,121,928	321,707	230,815	1,212,820	321,707	231,690	1,302,837
2031	Road & Bridge	974,961	988,146	109,249	974,961	1,009,965	74,245	974,961	1,032,514	16,692
2081	Police District	7,484,100	9,433,628	(41,334)	7,611,482	9,817,898	(2,247,750)	7,960,362	10,351,921	(4,639,309)
2111	Fire District	10,795,323	14,637,267	(2,789,167)	10,944,293	15,667,919	(7,512,792)	11,019,568	16,576,557	(13,069,781)
2181	Zoning	429,536	429,536	0	451,030	451,030	0	480,712	480,712	1
2231	Permissive Motor Veh License	633,717	506,831	955,301	657,846	583,506	1,029,640	673,774	674,164	1,029,250
2261	Law Enforcement Trust	173,123	173,123	0	173,123	173,123	0	173,123	173,123	0
2271	Enforcement & Ed	1,500	1,500	2,774	1,500	1,500	2,774	1,500	1,500	2,774
2281	Ambulance & EMS	1,518,656	1,334,091	1,180,821	1,547,579	1,361,444	1,366,956	1,577,081	1,392,417	1,551,620
2401	Special Assessment - Lighting Districts	168,000	172,152	93,382	164,000	172,203	85,179	328,000	172,255	240,924
2901	TIF - Kroger	329,750	329,750	679	332,100	332,100	679	329,000	329,000	679
2902	Recycling Incentive	64,000	54,487	126,078	64,000	54,724	135,354	64,000	55,016	144,338
2903	TIF - Colerain Towne Center	498,900	197,070	805,336	498,900	197,188	1,107,048	498,900	192,073	1,413,876
2907	TIF - Stone	-	-	(0)	-	-	(0)	-	-	(0)
2908	CDBG Com Dev Block Grant	-	-	-	-	-	-	-	-	-
2910	TIF - Best Buy	-	-	(0)	-	-	(0)	-	-	(0)
2911	Parks & Services	735,808	735,808	0	762,300	762,300	0	781,023	781,023	0
2912	Community Center	370,186	370,185	0	382,338	382,339	(0)	401,978	401,977	1
	<b>Total Special Revenues</b>	<b>\$24,544,902</b>	<b>\$29,655,044</b>	<b>\$1,630,774</b>	<b>\$24,932,795</b>	<b>\$31,258,294</b>	<b>\$(4,694,726)</b>	<b>\$25,631,324</b>	<b>\$32,906,606</b>	<b>\$(11,970,008)</b>
<b>Debt Service Funds</b>										
3101	General Bond Note Retirement	-	-	-	-	-	-	-	-	-
3102	Bond Retirement Parks	-	-	-	-	-	-	-	-	-
3103	Bond Retirement PW	306,800	306,800	(0)	-	-	(0)	-	-	(0)
3104	Gen Bond Retire-CLI	213,200	213,200	-	-	-	-	-	-	-
3105	Bond Retirement St. Scape	-	-	-	-	-	-	-	-	-
3301	Bond Retirement S.A. Fire	176,800	176,800	-	-	-	-	-	-	-
	<b>Total Debt Service Funds</b>	<b>244,400</b>	<b>244,400</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>0</b>
		<b>\$941,200</b>	<b>\$941,200</b>	<b>\$0</b>	<b>\$-</b>	<b>\$-</b>	<b>\$0</b>	<b>\$-</b>	<b>\$-</b>	<b>\$0</b>
<b>Capital Projects Funds</b>										
4401	NSP	-	-	-	-	-	-	-	-	-
4406	Hamilton Co. Comm.	-	-	-	-	-	-	-	-	-
4409	OPWC	-	-	-	-	-	-	-	-	-
	<b>Total Capital Projects Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

An aerial photograph of a town square, likely in Courain, Oregon, as indicated by the signs. The square features a large, light-colored building with a curved facade, surrounded by parking lots and streets. The entire image is overlaid with a semi-transparent green filter. The text "Budget Summary" is prominently displayed in the lower-left quadrant in a white, serif font.

# Budget Summary

# Summary of Expenses, Revenues, and Fund Balances

## Expenses by Fund

	2017 Actual	2018 Appropriated	2019 Proposed
<b>1000 General</b>			
Personnel & Employee Benefits	\$990,120	\$1,062,372	\$995,360
Other Expenses	\$2,909,489	\$6,848,678	\$6,574,578
<b>Total</b>	<b>\$3,899,609</b>	<b>\$7,911,050</b>	<b>\$7,569,938</b>
<b>2011 Motor Vehicle License Tax</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$23,818	\$53,580	\$64,047
<b>Total</b>	<b>\$23,818</b>	<b>\$53,580</b>	<b>\$64,047</b>
<b>2021 Gasoline Tax</b>			
Personnel & Employee Benefits	\$0	\$2,904	\$0
Other Expenses	\$115,533	\$171,802	\$251,838
<b>Total</b>	<b>\$115,533</b>	<b>\$174,706</b>	<b>\$251,838</b>

	2017 Actual	2018 Appropriated	2019 Proposed
<b>2031 Road &amp; Bridge</b>			
Personnel & Employee Benefits	\$934,556	\$676,703	\$705,273
Other Expenses	\$94,294	\$262,674	\$332,130
<b>Total</b>	<b>\$1,028,850</b>	<b>\$939,377</b>	<b>\$1,037,403</b>
<b>2081 Police District</b>			
Personnel & Employee Benefits	\$5,746,900	\$6,409,909	\$6,703,489
Other Expenses	\$1,234,637	\$1,372,092	\$1,321,367
<b>Total</b>	<b>\$6,981,537</b>	<b>\$7,782,001</b>	<b>\$8,024,856</b>
<b>2111 Fire District</b>			
Personnel & Employee Benefits	\$9,154,203	\$10,956,985	\$11,465,667
Other Expenses	\$2,716,016	\$1,698,212	\$2,261,258
<b>Total</b>	<b>\$11,870,219</b>	<b>\$12,655,197</b>	<b>\$13,726,925</b>
<b>2181 Zoning</b>			
Personnel & Employee Benefits	\$328,042	\$326,018	\$341,091
Other Expenses	\$69,608	\$45,429	\$136,788
<b>Total</b>	<b>\$397,650</b>	<b>\$371,447</b>	<b>\$477,879</b>
<b>2231 Permissive Motor Vehicle License Tax</b>			
Personnel & Employee Benefits	\$434,541	\$359,568	\$390,463
Other Expenses	\$5,095	\$0	\$0
<b>Total</b>	<b>\$439,636</b>	<b>\$359,568</b>	<b>\$390,463</b>

# Summary of Expenses, Revenues, and Fund Balances

## Expenses by Fund *continued*

	2017 Actual	2018 Appropriated	2019 Proposed
<b>2261 Law Enforcement Trust</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$102,834	\$132,000	\$350,341
<b>Total</b>	<b>\$102,834</b>	<b>\$132,000</b>	<b>\$350,341</b>
<b>2271 Enforcement &amp; Education</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$1,500	\$1,500	\$1,500
<b>Total</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>2281 Ambulance &amp; Emergency Medical Services</b>			
Personnel & Employee Benefits	\$1,341,664	\$790,714	\$829,338
Other Expenses	\$361,359	\$361,211	\$369,375
<b>Total</b>	<b>\$1,703,023</b>	<b>\$1,151,925</b>	<b>\$1,198,713</b>
<b>2401 Special Assessment Lighting District</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$152,218	\$172,590	\$223,250
<b>Total</b>	<b>\$152,218</b>	<b>\$172,590</b>	<b>\$223,250</b>

	2017 Actual	2018 Appropriated	2019 Proposed
<b>2901 TIF - Kroger</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$169,425	\$239,425	\$236,275
<b>Total</b>	<b>\$169,425</b>	<b>\$239,425</b>	<b>\$236,275</b>
<b>2902 Recycling Incentive</b>			
Personnel & Employee Benefits	\$3,989	\$10,409	\$9,030
Other Expenses	\$47,059	\$43,401	\$45,000
<b>Total</b>	<b>\$51,048</b>	<b>\$53,810</b>	<b>\$54,030</b>
<b>2903 TIF - Colerain Towne Center</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$0	\$78,481	\$2,072,070
<b>Total</b>	<b>\$0</b>	<b>\$78,481</b>	<b>\$2,072,070</b>
<b>2907 TIF - Stone Creek</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$121,657	\$1,743,705	\$7,727
<b>Total</b>	<b>\$121,657</b>	<b>\$1,743,705</b>	<b>\$7,727</b>
<b>2908 CDBG</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$0	\$109,500	\$125,000
<b>Total</b>	<b>\$0</b>	<b>\$109,500</b>	<b>\$125,000</b>

# Summary of Expenses, Revenues, and Fund Balances

## Expenses by Fund *continued*

	2017 Actual	2018 Appropriated	2019 Proposed
<b>2910 TIF - Best Buy</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$216,324	\$99,312	\$435,260
<b>Total</b>	<b>\$216,324</b>	<b>\$99,312</b>	<b>\$435,260</b>
<b>2911 Parks &amp; Services</b>			
Personnel & Employee Benefits	\$84,673	\$466,430	\$457,533
Other Expenses	\$194,873	\$206,228	\$233,651
<b>Total</b>	<b>\$279,546</b>	<b>\$672,658</b>	<b>\$691,184</b>
<b>2912 Community Center</b>			
Personnel & Employee Benefits	\$54,992	\$202,762	\$218,972
Other Expenses	\$94,853	\$127,544	\$132,783
<b>Total</b>	<b>\$149,845</b>	<b>\$330,306</b>	<b>\$351,755</b>
<b>3102 Bond Retirement Parks</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$303,491	\$304,744	\$306,794
<b>Total</b>	<b>\$303,491</b>	<b>\$304,744</b>	<b>\$306,794</b>

	2017 Actual	2018 Appropriated	2019 Proposed
<b>3103 Bond Retirement PW Bldg.</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$212,273	\$212,688	\$212,138
<b>Total</b>	<b>\$212,273</b>	<b>\$212,688</b>	<b>\$212,138</b>
<b>3105 Bond Retirement - Streetscape</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$177,550	\$178,050	\$178,400
<b>Total</b>	<b>\$177,550</b>	<b>\$178,050</b>	<b>\$178,400</b>
<b>3301 Bond Retirement - Special Fire Assessment</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$242,191	\$241,219	\$239,919
<b>Total</b>	<b>\$242,191</b>	<b>\$241,219</b>	<b>\$239,919</b>
<b>4401 NSP</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$0	\$45,000	\$0
<b>Total</b>	<b>\$0</b>	<b>\$45,000</b>	<b>\$0</b>
<b>4409 OPWC</b>			
Personnel & Employee Benefits	\$0	\$0	\$0
Other Expenses	\$0	\$5,990,090	\$2,793,853
<b>Total</b>	<b>\$0</b>	<b>\$5,990,090</b>	<b>\$2,793,853</b>
<b>Totals</b>			
Personnel & Employee Benefits	\$19,073,680	\$21,264,774	\$22,116,216
Other Expenses	\$9,566,097	\$20,739,155	\$18,905,342
<b>Total</b>	<b>\$28,639,777</b>	<b>\$42,003,929</b>	<b>\$41,021,558</b>

# Summary of Expenses, Revenues, and Fund Balances

## Revenues by Fund

Fund	Fund Name	2017 Actual	2018 Appropriated	2019 Proposed
1000	General	\$4,702,682	\$7,294,749	\$6,518,220
2011	Motor Vehicle License Tax	\$45,708	\$46,426	\$45,636
2021	Gasoline Tax	\$331,794	\$328,389	\$321,707
2031	Road & Bridge	\$1,023,085	\$1,026,466	\$974,961
2081	Police District	\$8,024,479	\$8,253,723	\$7,821,526
2111	Fire District	\$11,171,358	\$11,262,050	\$11,148,403
2181	Zoning	\$323,177	\$361,997	\$446,460
2231	Permissive Motor Vehicle License Tax	\$526,820	\$536,470	\$548,158
2261	Law Enforcement Trust	\$75,046	\$183,915	\$178,697
2271	Enforcement & Education	\$2,030	\$1,859	\$1,500
2281	Ambulance & Emergency Medical Services	\$1,400,472	\$1,405,472	\$1,462,500
2401	Special Assessment Lighting District	\$156,544	\$154,343	\$155,000

Fund	Fund Name	2017 Actual	2018 Appropriated	2019 Proposed
2901	TIF - Kroger	\$0	\$239,425	\$236,275
2902	Recycling Incentive	\$73,064	\$68,893	\$64,000
2903	TIF - Colerain Towne Center	\$0	\$2,180,420	\$66,807
2907	TIF - Stone Creek	\$11,052	\$5,280	\$0
2908	CDBG	\$0	\$109,500	\$125,000
2910	TIF - Best Buy	\$101,113	\$105,418	\$0
2911	Parks & Services	\$228,835	\$662,636	\$677,167
2912	Community Center	\$132,927	\$277,409	\$328,989
3102	Bond Retirement Parks	\$303,491	\$304,744	\$306,794
3103	Bond Retirement PW Bldg.	\$212,273	\$212,688	\$212,137
3105	Bond Retirement - Streetscape	\$177,550	\$178,050	\$178,400
3301	Bond Retirement - Special Fire Assessment	\$242,192	\$241,219	\$239,918
4401	NSP	\$0	\$45,000	\$0
4409	OPWC	\$0	\$7,664,533	\$1,119,410
<b>Total</b>		<b>\$29,265,692</b>	<b>\$43,151,074</b>	<b>\$33,177,664</b>



# Summary of Expenses, Revenues, and Fund Balances

## Expenses by Program

	2017 Actual	2018 Appropriated	2019 Proposed
<b>General Fund</b>			
Personnel & Employee Benefits	\$990,120	\$1,062,372	\$995,360
Other Expenses	\$2,909,489	\$6,848,678	\$6,574,578
<b>Total</b>	<b>\$3,899,609</b>	<b>\$7,911,050</b>	<b>\$7,569,938</b>
<b>Fire &amp; EMS</b>			
Personnel & Employee Benefits	\$10,495,867	\$11,747,699	\$12,295,005
Other Expenses	\$3,077,375	\$2,059,423	\$2,630,634
<b>Total</b>	<b>\$13,573,242</b>	<b>\$13,807,122</b>	<b>\$14,925,639</b>
<b>Police</b>			
Personnel & Employee Benefits	\$5,746,900	\$6,409,909	\$6,703,489
Other Expenses	\$1,338,971	\$1,505,592	\$1,673,208
<b>Total</b>	<b>\$7,085,871</b>	<b>\$7,915,501</b>	<b>\$8,376,697</b>

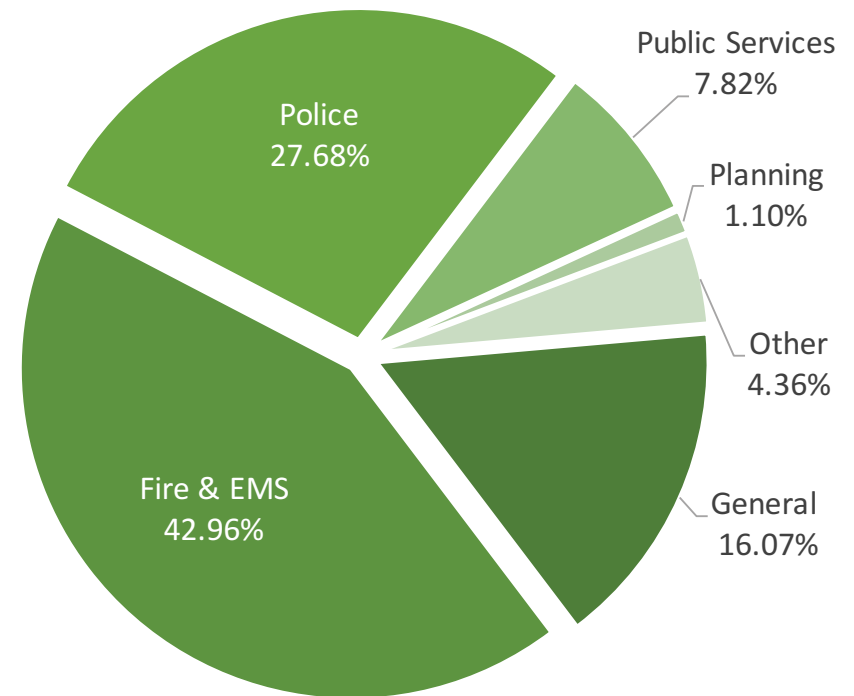
	2017 Actual	2018 Appropriated	2019 Proposed
<b>Public Services</b>			
Personnel & Employee Benefits	\$1,508,762	\$1,708,367	\$1,772,241
Other Expenses	\$528,466	\$821,828	\$1,014,449
<b>Total</b>	<b>\$2,037,228</b>	<b>\$2,530,195</b>	<b>\$2,786,690</b>
<b>Planning</b>			
Personnel & Employee Benefits	\$328,042	\$326,018	\$341,091
Other Expenses	\$69,608	\$45,429	\$136,788
<b>Total</b>	<b>\$397,650</b>	<b>\$371,447</b>	<b>\$477,879</b>
<b>Other</b>			
Personnel & Employee Benefits	\$3,989	\$10,409	\$9,030
Other Expenses	\$1,642,188	\$9,458,205	\$6,875,685
<b>Total</b>	<b>\$1,646,177</b>	<b>\$9,468,614</b>	<b>\$6,884,715</b>



# Summary of Expenses, Revenues, and Fund Balances

## Revenues by Program

	2017 Actual	2018 Appropriated	2019 Proposed
General	\$4,702,682	\$7,294,749	\$6,518,220
Fire & EMS	\$12,571,830	\$12,667,522	\$12,610,903
Police	\$8,101,555	\$8,439,497	\$8,001,723
Public Services	\$2,289,169	\$2,877,796	\$2,896,619
Planning	\$323,177	\$361,997	\$446,460
Other	\$1,277,279	\$11,509,513	\$2,703,739
<b>Total</b>	<b>\$29,265,692</b>	<b>\$43,151,074</b>	<b>\$33,177,664</b>



# Summary of Expenses, Revenues, and Fund Balances

## Ending Fund Balances by Fund

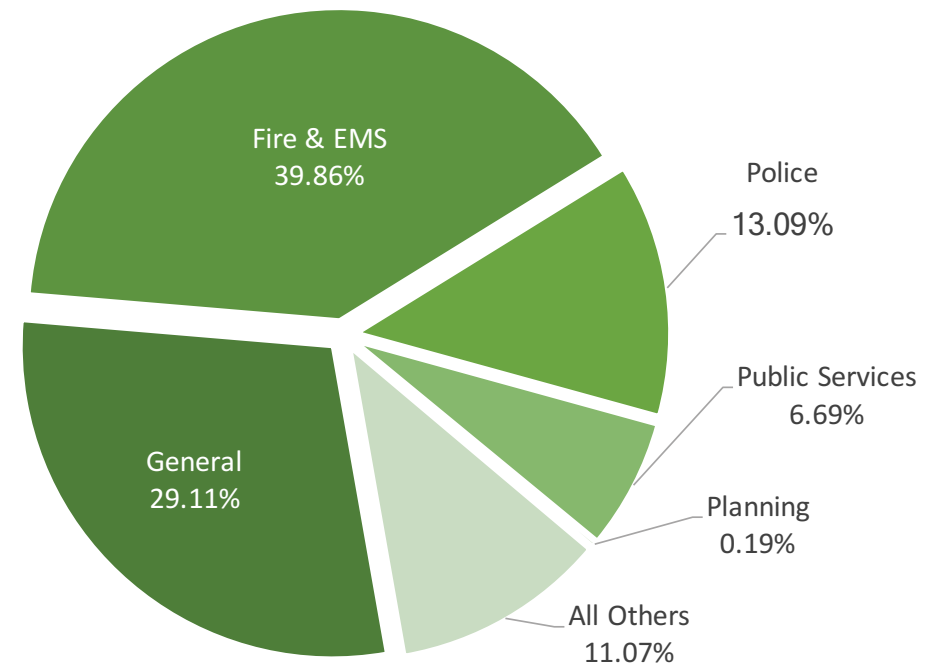
Fund	Fund Name	2017 Actual	2018 Appropriated	2019 Proposed
1000	General	\$6,430,200	\$5,813,899	\$4,762,180
2011	Motor Vehicle Lic. Tax	\$119,286	\$112,132	\$93,721
2021	Gasoline Tax	\$739,136	\$892,819	\$962,688
2031	Road & Bridge	\$180,274	\$267,363	\$204,921
2081	Police District	\$2,768,305	\$3,240,027	\$3,036,697
2111	Fire District	\$8,507,458	\$7,114,311	\$4,535,789
2181	Zoning	\$40,870	\$31,420	\$0
2231	Permissive Motor Veh License	\$339,008	\$515,910	\$673,605
2261	Law Enforcement Trust	\$119,729	\$171,644	\$0
2271	Enforcement & Ed	\$2,415	\$2,774	\$2,774
2281	Ambulance & EMS	\$295,970	\$549,517	\$813,304
2401	Special Assessment - Lighting Districts	\$188,131	\$169,884	\$101,634
2901	TIF - Kroger	\$679	\$679	\$679
2902	Recycling Incentive	\$81,768	\$96,851	\$106,821
2903	TIF - Colerain Towne Center	\$0	\$2,101,939	\$96,676

Fund	Fund Name	2017 Actual	2018 Appropriated	2019 Proposed
2907	TIF - Stone	\$1,746,151	\$7,726	\$0
2908	CDBG Com Dev Block Grant	\$0	\$0	\$0
2910	TIF - Best Buy	\$429,154	\$435,260	\$0
2911	Parks & Services	\$24,039	\$14,017	\$0
2912	Community Center	\$75,663	\$22,766	\$0
3101	General Bond Note Retirement	\$0	\$0	\$0
3102	Bond Retirement Parks	\$0	\$0	\$0
3103	Bond Retirement PW	\$1	\$1	\$0
3104	Gen Bond Retire-CLI	\$0	\$0	\$0
3105	Bond Retirement St. Scape	\$0	\$0	\$0
3301	Bond Retirement S.A. Fire	\$1	\$1	\$0
4401	NSP	\$0	\$0	\$0
4406	Hamilton Co. Comm.	\$0	\$0	\$0
4409	OPWC	\$0	\$1,674,443	\$0
<b>Total</b>		<b>\$22,088,238</b>	<b>\$23,235,382</b>	<b>\$15,391,488</b>

# Summary of Expenses, Revenues, and Fund Balances

## Ending Fund Balances by Program

	2017 Actual	2018 Appropriated	2019 Proposed
General	\$6,430,200	\$5,813,899	\$4,762,180
Fire & EMS	\$8,803,428	\$7,663,828	\$5,349,092
Police	\$2,890,449	\$3,414,446	\$3,039,471
Public Services	\$1,477,406	\$1,825,007	\$1,934,935
Planning	\$40,870	\$31,419	\$0
All Others	\$2,445,885	\$4,486,784	\$305,809
<b>Total</b>	<b>\$22,088,238</b>	<b>\$23,235,382</b>	<b>\$15,391,488</b>



# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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Motion To Authorize Execution Of Contract With Waycross Community Media For Video Production Services

Recommend adoption of a motion authorizing the execution of a contract with Waycross Community Media for video production services.

Rationale:

The board desires to use the services of Waycross Community Media to produce and cablecast/webcast township public meetings. Waycross has submitted a proposal to provide those services at a a cost of \$55,000 per year. The term of the contract is two years.

# Memorandum of Understanding

This memorandum of understanding between the Community Programming Board Regional Council of Governments (CPB) and Colerain Township describes the services to be provided by Waycross Community Media (Wayscross) to Colerain Township for the period March 1, 2019 to February 28, 2021.

During the term of this agreement, Wayscross will:

## **-Produce and cablecast/webcast each Trustee meeting –**

- Wayscross staff/volunteers will cablecast/webcast each regular Trustee meeting LIVE on Spectrum Channel 8 and Cincinnati Bell Fioptics Channel 853 using a multiple camera setup, then re-play them on Spectrum Channel 8\* and Cincinnati Bell Fioptics Cable channel 853\* three times per week during different dayparts until the next meeting.
- Coverage is gavel to gavel, no editing. An identification graphic with the date of the meeting and township web address will appear on the program at all times.
- Meetings will be posted online at [www.wayscross.tv/colerain.html](http://www.wayscross.tv/colerain.html) within 24 hours. This is the direct link to our Colerain Township Video on Demand page for posting on the Townships website.

## **Produce and cablecast/webcast Zoning meetings and Public Hearings**

- Wayscross staff/volunteers will record each Zoning Commission and Board of Zoning Appeals meetings, as well as Public Hearings, then re-play them on Spectrum Channel 8\* and Cincinnati Bell Fioptics Cable channel 853\* three times per week during different dayparts until the next meeting.
- Coverage is gavel to gavel, no editing. An identification graphic with the date of the meeting and township web address will appear on the program at all times.
- If the board adjourns to executive session, with no action planned on being taken, it will be considered a formal adjournment for the purpose of Wayscross' coverage.
- Meetings will be posted online at [www.wayscross.tv/colerain.html](http://www.wayscross.tv/colerain.html) within 24 hours.

## **Produce and cablecast/webcast special events as requested by the township.**

We will also pro-actively schedule coverage of important Township events.

## **Produce and cablecast/webcast a quarterly program – “Talking With Colerain Township”.**

This program can take the form best suited for your needs – call-in talk show in the studio, a program produced in the field highlighting different Township department activities, or a combination.

## **Produce and cablecast/webcast programming featuring the State Representatives and Senators serving the Township, as well as the federal congressional representative.**

The opportunity for these programs are offered to the elected officials. Production is dependent on their schedules/availability.

### **Produce and cablecast/webcast Election Forums**

Waycross will produce election forums for the local races and issues in Colerain Township. These are question and answer style forums, with all candidates invited. Each candidate is given the opportunity to answer every question. These are shown LIVE, with some questions taken by callers. For issues, proponents and registered opponents are invited to discuss the levy or issue at hand. (While the opportunity for these programs are offered to the elected officials and issue representatives, production is dependent on their availability/desire to participate.)

### **Distribute Colerain Township Government Programming**

- Waycross will provide an online Video on Demand page dedicated to Colerain Township government programming, [www.waycross.tv/colerain.html](http://www.waycross.tv/colerain.html), and provide the link/code so township videos can be viewed directly on the townships website.
- Waycross will program Colerain Township Government programming on Spectrum Cable Channel 8\* and Cincinnati Bell Fioptics Cable channel 853\*, a shared cable channel dedicated to government programming in our communities.

### **Display Community Messages**

Between programming on each cable channel, we will provide a community message board for text based notices and information.

### **Provide DVD Copies of Programs**

Waycross will provide a DVD or digital copy of each trustee, Zoning, and BZA meeting, as well as each township event as requested by the township administration.

### **Cable Channels\***

In addition to the Government Channels listed above, Waycross will manage and program the following shared channels in the township:

>Education Channel – Time Warner Channel 4\*, Cincinnati Bell Fioptics Channel 854\*

>Community Channel - Time Warner Channel 979\*, Cincinnati Bell Fioptics Channel 850\*

*NOTE: The cost of services provided to Township educational institutions and Public Access users will be subject to user fees.*

### **Programming**

For the purposes of ORC 1332.30(A)(1)(a) and (B)(2), "non-repeat and locally produced" shall mean the first run (twelve playbacks) of programming produced or provided by any local resident, the CPBRCOG or its affiliates, local governments, schools, or any local public or private agency that provides services to residents of the greater Cincinnati metro area, or any transmission of a meeting or proceeding of any local, state, or federal governmental entity.

*\*Channel numbers are determined by the cable companies and are subject to change.*

**Term:**

This agreement shall cover the period March 1, 2019 through February 28, 2021.

**Services Cost:**

The fee is \$55,000 per year, payable in quarterly installments due on March 30, June 30, September 30, December 31 of each year.

\_\_\_\_\_  
Chip Bergquist, Executive Director  
Waycross Community Media  
[chip@waycross.org](mailto:chip@waycross.org), 513-825-2429

\_\_\_\_\_  
Geoff Milz, Township Administrator  
Colerain Township

Date: \_\_\_\_\_

\_\_\_\_\_

# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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## Motion to Accept Ohio Plan's Proposal for Property and Casualty Liability Insurance

Recommend adoption of a motion to accept Ohio Plan's proposal for property and casualty liability insurance.

### Rationale:

Our property and casualty liability insurance broker, Hylant, brought us the attached proposal from the Ohio Plan for property and casualty liability insurance for 2019. The proposed rates for 2019 decreased over 2018's rates, but the coverages increased from our current policy to accommodate 13 new vehicles, a new fire engine, and increased value of township property. The result is a modest (1.2% or \$2,698) increase in our premiums from \$222,277 in 2018 to \$224,975 in 2019.





# HYLANT

## INSURANCE PROPOSAL

### Colerain Township, Hamilton

#### PRESENTED BY:

**MARK RENSKE**  
CLIENT EXECUTIVE

**DEADRE ROGERS**  
CLIENT SERVICE MANAGER

Office – 50 E-Business Way, Ste 420 | Cincinnati, OH 45241  
P (513) 985-2400 F (513) 985-2404

[hylant.com](http://hylant.com)



## Premium Summary

<b>POLICY</b>	<b>2017/18 EXPIRING PREMIUM</b>	<b>2018/19 PROPOSED PREMIUM</b>
Package	\$197,277	\$199,975
Agency Fee	\$25,000	\$25,000
<b>TOTAL</b>	<b>\$222,277</b>	<b>\$224,975</b>

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# Exposure Comparison

## UNDERWRITING INFORMATION

2017/2018

2018/2019

Total TIV	\$29,565,956	\$29,248,202
Scheduled & Unscheduled Total Equipment	\$2,342,231	\$2,374,679
Automobile		
• Actual Cash Value (All Other Vehicles)	\$2,461,885	\$2,799,678
• Replacement Cost (Fire & Rescue Vehicles)	\$6,911,837	\$7,872,767

## Terrorism

- Blanket Building and Personal Property \$32,246,819
  - Valuation – Replacement Cost (subject to \$100,000,000 per occurrence limit and \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical cleanup)
- Liability
  - Each Occurrence Limit per member \$10,000,000
  - Annual Aggregate Limit per member \$10,000,000

## ADDITIONAL COVERAGE OPTIONS

### Uninsured Motorist Coverage\*

- \$250,000 - \$4,115 additional
- \$500,000 - \$5,623 additional
- \$1,000,000 - \$7,406 additional

\*Premiums are net commission

### The premium reflects the following changes:

1. Operating expenditures increased \$160,344
2. Property/Boiler values decreased \$317,754
3. Inland marine values increased \$32,488
4. EDP values increased \$4,049
5. Auto units increased 13
6. Auto cost new values increased \$337,793
7. Emergency auto replacement cost values increased \$960,930

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# Property Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

PROPERTY COVERED	LIMIT
Blanket Building & Personal Property	\$29,248,202
Business Income with Extra Expense	\$250,000
Legal Liability	\$1,000,000
Ordinance or Law – Combined Demolition Cost & Increased Cost of Construction	\$250,000
Flood and Mudslide	\$1,000,000
Earthquake and Volcanic Eruption	\$2,000,000

## DEDUCTIBLES:

Building and Personal Property – Other than Deep Well Pumps, Electrical Substations and Transformers	\$2,500
Building and Personal Property – Deep Well Pumps, Electrical Substations and Transformers	\$10,000
Flood and Mudslide	\$25,000
Earthquake and Volcanic Eruption	\$25,000

**VALUATION:** Replacement Cost

**COINSURANCE:** 100% Waived with signed statement of values

**CAUSE OF LOSS:** **Special cause of loss form** – all causes of loss are covered except those specifically **excluded** from coverage as per policy form

## COVERAGE TERMS INCLUDE BUT ARE NOT LIMITED TO:

- Accounts Receivable \$250,000
- Builders Risk \$500,000
- Pollution Clean-up and Removal \$100,000
- Property in Transit \$100,000
- Underground Pipes, Flues or Drains \$1,000,000
- Valuable Papers \$250,000

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# Equipment Breakdown Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMIT
Equipment Breakdown	\$29,248,202

## DEDUCTIBLES:

Building and Personal Property – Other than Deep Well Pumps, Electrical Substations and Transformers	\$1,000
Building and Personal Property – Deep Well Pumps, Electrical Substations and Transformers	\$10,000

**COVERAGE:** Provides coverage for direct physical damage to insured mechanical equipment that is the result of an accident (not wear and tear) that would generally be excluded under a standard property policy. Causes of loss include:

- Mechanical breakdown
- Artificially generated electrical current, including arcing
- Explosion of steam boiler, steam pipes

## COVERAGE EXCLUSIONS:

- All other exclusions as per policy form and endorsements

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# Crime Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Public Employee Dishonesty	\$100,000	\$1,000
Theft, Disappearance and Destruction	\$50,000	\$0
Forgery or Alteration	\$100,000	\$1,000
Computer Fraud	\$100,000	\$1,000
Funds Transfer Fraud	\$100,000	\$1,000

## EXTENSIONS OF COVERAGE INCLUDING BUT NOT LIMITED TO:

- Faithful Performance of Duty

## COVERAGE EXCLUSIONS:

- Acts Committed By You or Your Partners
- Bonded Employees
- All other exclusions as per policy form and endorsement

Hylant Disclaimer / Confidentiality Statement: "The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. Hylant considers this information Confidential and Proprietary and no other use or distribution of these documents is permitted or authorized. All Hylant documents are subject to our record retention policy. Please refer to our website at [www.hylant.com](http://www.hylant.com) for a complete listing of all document types and retention periods for any documents stored within the Hylant organization." 11/14/2018



# Inland Marine Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Special Property – Scheduled	\$2,195,652	\$2,500
Special Property – Unscheduled (subject to \$5,000 per item)	\$179,027	\$2,500
Computer Equipment	\$248,182	\$2,500
Media and Data	\$25,756	\$2,500
Property Away From Premises	\$50,000	\$2,500
Computer Virus	\$1,000	\$2,500
Extra Expense	\$50,000	\$0

## COVERAGE EXCLUSIONS:

- All other exclusions as per policy form and endorsements

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# General Liability Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMITS
Bodily Injury and Property Damage – Each Occurrence	\$10,000,000
Personal and Advertising Injury – Each Offense	\$10,000,000
General Aggregate	\$12,000,000
Product – Completed Operations Aggregate	\$12,000,000
Medical Expense – Any One Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Employee Benefits Liability	
Each Employee	\$10,000,000
Aggregate	\$12,000,000
Deductible	\$0
Employer's Liability (OH Stop Gap)	
Bodily Injury by Accident – Each Accident	\$10,000,000
Bodily Injury by Disease – Each Employee	\$10,000,000
Bodily Injury by Disease – Aggregate	\$10,000,000

**PRIOR ACTS:** 1/1/1991

**COVERAGE:** Pays amounts you are legally required to pay resulting from bodily injury to others or damage to property of others except those specifically **excluded** from coverage as per policy form.

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# Law Enforcement Liability Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMITS
Each Wrongful Act	\$10,000,000
Annual Aggregate	\$12,000,000
Medical Expense – Any One Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Deductible	\$5,000

**PRIOR ACTS:** 1/1/1991

**COVERAGE EXCLUSIONS:**

- All other exclusions as per policy form and endorsement

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# Public Officials Liability Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMITS	DEDUCTIBLE
Errors and Omissions Injury and Employment Practices Injury – Each Wrongful Act	\$10,000,000	\$5,000
Errors and Omissions Injury and Employment Practices Injury – Annual Aggregate	\$12,000,000	\$5,000
Non-Monetary Defense – Annual Aggregate	\$25,000	\$5,000
Back Wages – Annual Aggregate	\$25,000	\$5,000

**PRIOR ACTS:** 1/1/1991

**COVERAGE EXCLUSIONS:**

- All other exclusions as per policy form and endorsement

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# Automobile Liability Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMIT
Liability	\$10,000,000
Uninsured / Underinsured Motorist	\$100,000
Medical Payments	\$1,000
Physical Damage	
• Comprehensive	\$500
• Collision	\$500

**PRIOR ACTS:** 1/1/1991

## EXTENSIONS OF COVERAGE INCLUDING BUT NOT LIMITED TO:

- Hired (rented) & Non-Owned Liability
- Hired (rented) Non-Emergency Physical Damage – \$50,000 limit (\$500/\$500 deductible applies)
- Hired (rented) Emergency Physical Damage – \$100,000 limit (\$500/\$500 deductible applies)
- Agreed Value Endorsement – Emergency Vehicles
- Towing and Labor - \$25 private passenger type autos
- Rental Reimbursement Non-Emergency Autos - \$50 per day/30 days
- Rental Reimbursement Emergency Autos - \$500 per day/\$10,000 maximum

## COVERAGE EXCLUSIONS:

- Volunteer Firefighters and Volunteer Worker Injuries
- All other exclusions as per policy form and endorsements

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# Cyber Liability Insurance

**NAMED INSURED:** Colerain Township, Hamilton

**INSURANCE COMPANY:** Ohio Plan Risk Management Inc

**POLICY TERM:** 12/15/2018 to 12/15/2019

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Data Breach and Privacy Liability – Each Claim Limit	\$1,000,000	\$10,000
Data Breach Loss to Member – Each Unauthorized Access Limit	\$1,000,000	\$10,000
Electronic Media Liability – Each Claim Limit	\$1,000,000	\$10,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$1,000,000	\$10,000
Aggregate Limit	\$1,000,000	\$10,000

## RETROACTIVE DATE:

- Data Breach and Privacy Liability – 12/15/2016
- Electronic Media Liability – 12/15/2016

## COVERAGE EXCLUSIONS:

- All other exclusions as per policy form and endorsements

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# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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## Motion Authorizing Execution of a Contract with Malwarebytes for Cybersecurity Software

Recommend adoption of a motion authorizing execution of a contract with Malwarebytes for cybersecurity software.

### Rationale:

This software proactively searches for malware, ransomware and spyware throughout the Township's information technology infrastructure. It allows our IT director to identify exactly which PC's are affected and if malware is detected, it will aid in the remediation of the affected PC.



## Sales Order Form

**Malwarebytes**

3979 Freedom Circle 12th Floor  
Santa Clara, CA 95054  
United States  
www.malwarebytes.com

**Quote #:** Q-145145-11  
**Date:** 10/23/2018 7:39 AM  
**Expires On:** 12/14/2018  
**Deal Reg #:**  
**PO Number:**

**BILL TO:**

Geoff Milz  
Colerain Township  
4200 Springdale Road  
Cincinnati  
OH 45251  
US  
+1.513.923.5000  
+1.513.245.6503  
gmilz@colerain.org

**LICENSE TO: (If Applicable)**

Geoff Milz  
Colerain Township  
4200 Springdale Road  
Cincinnati  
OH 45251  
US  
+1.513.923.5000  
+1.513.245.6503  
gmilz@colerain.org

**VAT/Cert ID:****CONTACT DETAILS**

Sean Castagna

scastagna@malwarebytes.com

**SUBSCRIPTION DETAILS**

<b>Subscription Start Date:</b>	1/1/2019	<b>Auto Renew:</b>	No
<b>Payment Method:</b>	Check	<b>Subscription Term:</b>	36
<b>Payment Terms:</b>	Net 90	<b>Renewal Term:</b>	36

**PURCHASE SUMMARY**

PRODUCT NAME	QTY	Government MSRP	EFFECTIVE UNIT PRICE	ITEM DISCOUNT (%)	EXTENDED AMOUNT
Malwarebytes Endpoint Protection and Response- 3Yr	100	USD 47.59	USD 142.77	15.95	USD 12,000.00

**Subtotal** USD 12,000.00

**Tax** USD 0.00

**Total** USD 12,000.00

**Annual Charges (excl. Tax)** USD 4,000.00

**Terms and Conditions**

This Subscription is a Business license and requires one license per Device (as defined in the EULA). The quantity stated above corresponds to the number of Devices that will be licensed.

This Subscription shall be governed by the terms of the End User License Agreement which can be found at <https://www.malwarebytes.com/eula> ("EULA"), unless you have entered into another written end user license agreement with Malwarebytes ("Written Agreement"), in such case the Written Agreement shall govern. Subscription & Support fees begin on the Subscription Start Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term. Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein. All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates.

**Colerain Township Acceptance**

**Malwarebytes**

Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____
Title:	_____	Title:	_____

# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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Motion to Authorize Township Administrator to Execute Contract with CMHA for the Purchase of Right of Way on Banning Road

Recommend adoption of a motion to authorize Township Administrator to execute contract with CMHA for the purchase of right of way on Banning Road.

Rationale:

Colerain Township, in partnership with Hamilton County and the Northwest Local School District, is working to comply with the Hamilton County Engineer's orders to add a right-turn lane on west-bound Banning Road - a County Road. As part of the partnership, the township paid for Dennis Ziccardi to begin negotiating the acquisition of right-of-way to make the project work. Mr. Ziccardi has negotiated the purchase of ROW from CMHA and has presented the attached contract for the purchase and sale of land to become Right-of-Way. The township will not be responsible for the payment to CMHA, those funds will come from Northwest Local School District. The township will also not own the Right-of-way as it will be immediately transferred from the current owner to the Hamilton County Board of County Commissioners.



**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)

PARCEL(S): 003 WD, T  
Struble Elementary Public Roadway Improvements

This Agreement is by and between the Board of Trustees of Colerain Township, Hamilton County, Ohio ["Purchaser"] for the Hamilton County Board of County Commissioners and Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$7,090.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) Colerain Township shall provide and record a Remainder Survey, Remainder Legal Description and Remainder Deed at no cost to the owner.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located

thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.



**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents

shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Trustees of Colerain Township, Hamilton County, Ohio and Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio

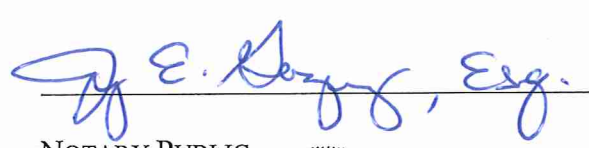
  
By: GREGORY D. JOHNSON, CEO, MS., EDEP, PHM

Date: 10/5/18

STATE OF OHIO, COUNTY OF HAMILTON SS:

BE IT REMEMBERED, that on the 5<sup>th</sup> day of October, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Gregory D. Johnson, CEO, MS., EDEP, PHM, who acknowledged being the Chief Executive Officer and duly authorized agent of Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NOTARY PUBLIC  
My Commission Expires



Joy Evelyn Cazaway, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

Board of Trustees of Colerain Township, Hamilton  
County, Ohio

\_\_\_\_\_  
Geoff Milz, Township Administrator

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Geoff Milz, the Township Administrator and duly authorized representative of Board of Trustees of Colerain Township, Hamilton County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Board of Trustees of Colerain Township, Hamilton County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Board of County Commissioners,  
Hamilton County, Ohio

\_\_\_\_\_  
Hamilton County Administrator

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, the Hamilton County Administrator and duly authorized representative of the Board of County Commissioners, Hamilton County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Hamilton County Administrator.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_





CINCINNATI  
COLUMBUS  
DAYTON

6305 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
www.kleingers.com

March 7, 2018

**Exhibit A**  
**Legal Description**  
**0.120 Acres**  
**Right of Way**  
**Cincinnati Metropolitan Housing Authority**  
**Parcel #510-0071-0564**

Situated in Section 1, Town 2, Entire Range 1, BTM, Colerain Township, Hamilton County, Ohio and being part of a 5.158 acre (deed) tract of land conveyed to Cincinnati Metropolitan Housing Authority in O.R. 13404 Pg. 1761 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at the intersection of the centerline of Colerain Avenue with the centerline of Banning Road;

Thence along said Banning Road centerline, S84°38'08"E a distance of 64.92 feet;

Thence continuing, S83°59'19"E a distance of 202.37 feet to the southeast corner of a tract of land conveyed to Frank Motz Auto Body, Inc. in D.B. 4114 Pg. 1395, said point being the point of beginning for this description;

Thence along the east line of said Frank Motz Auto Body tract of land, N06°00'41"E a distance of 35.00 feet to a 5/8" iron pin set in the proposed north right of way line of Banning Road;

Thence through the aforementioned 5.158 acre (deed) tract of land, S83°59'19"E a distance of 150.00 feet to a 5/8" iron pin set in the east line of said 5.158 acre tract of land;

Thence along said east line, S06°00'41"W a distance of 35.00 feet to a point in the aforementioned centerline of Banning Road;

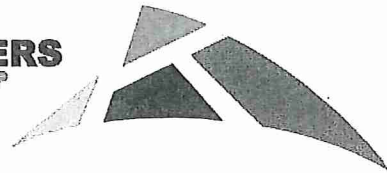
Thence along said centerline, N83°59'19"W a distance of 150.00 feet to the point of beginning.

Containing 0.120 acres, more or less, of which 0.103 acres is in the Present Right of Way Occupation (P.R.O.) and being subject to easements, restrictions and rights of way of record.

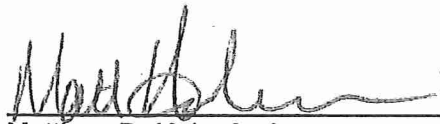
Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).



THE  
**KLEINGERS**  
GROUP



The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

  
Matthew D. Habedank      3/23/2018  
Ohio Professional Surveyor No. 8611      Date





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**Exhibit A**

March 7, 2018

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Temporary Construction Easement  
Cincinnati Metropolitan Housing Authority  
Parcel #510-0071-0564**

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Thence continuing along said east line, N06°00'41"E a distance of 15.00 feet;

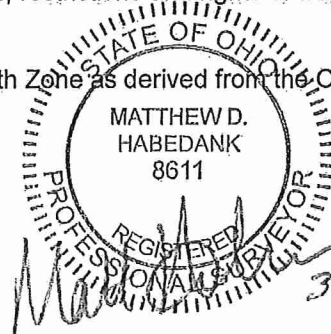
Thence through the aforementioned 5.158 acre (deed) tract of land, S83°59'19"E a distance of 150.00 feet to the east line of said 5.158 acre (deed) tract of land;

Thence along said east line, S06°00'41"W a distance of 15.00 feet to a point in the proposed north right of way line of Banning Road;

Thence along said proposed north right of way line, N83°59'19"W a distance of 150.00 feet to the point of beginning.

Containing 0.052 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).



**RESOLUTION OF  
Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and  
existing under the laws of Colerain Township**

WHEREAS, Colerain Township desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this corporation, and more particularly described as follows:

PARCEL(S): 003 WD, T


**Struble Elementary Public Roadway Improvements**

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, Colerain Township has offered the sum of \$7,090.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of Colerain Township that Gregory D. Johnson, CEO, MS., EDEP, PHM, shall be, and hereby is, the duly authorized, empowered and acting Chief Operating Officer of Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of Colerain Township for the purpose of executing and delivering to Colerain Township all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of Colerain Township to Colerain Township, for the hereinabove mentioned consideration.

Print Name:  
Title:

  
\_\_\_\_\_  
Gregory D. Johnson, CEO, MS., EDEP, PHM  
Chief Executive Officer

I, GREGORY JOHNSON, Secretary of Cincinnati Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of Colerain Township, hereby certify that on AUGUST 28, 2018, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on

 08/31/2018  
GREGORY JOHNSON, SECRETARY  
Name & Title





CINCINNATI  
COLUMBUS  
DAYTON

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West Chester, OH 45069  
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**Exhibit A**

March 7, 2018

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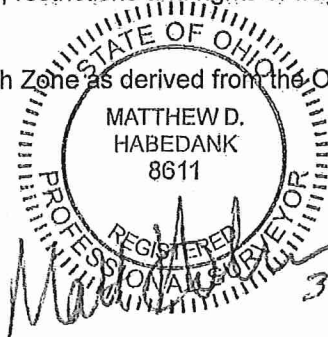
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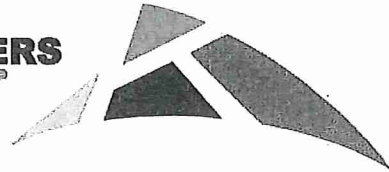
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THE  
**KLEINGERS**  
GROUP



The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

  
Matthew D. Habedank  
Ohio Professional Surveyor No. 8611

3/23/2013  
Date



# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

---

## Motion to Approve 2019 Meeting Dates for the Board of Township Trustees

Recommend approval of a motion to establish the 2019 meeting dates for the Board of Township Trustees.

### Rationale:

The proposed schedule preserves the second Tuesday of each month as the regular trustee meeting day. It also preserves the recent practice of adding a second special trustee's meeting during the peak nuisance abatement season on the fourth Tuesday of each month from April to October.



**COLERAIN**  
1794 225<sup>TH</sup> ANNIVERSARY 2019

**2019 Regular Meeting Dates  
for the  
Colerain Township Board of Trustees**

Executive Session (6:00 p.m. if needed)  
Public Session (7:00 p.m.)

January 8, 2019  
February 12, 2019  
March 12, 2019  
April 9, 2019  
May 14, 2019  
June 11, 2019  
July 9, 2019  
August 13, 2019  
September 10, 2019  
October 8, 2019  
November 12, 2019  
December 10, 2019

**2019 Special Meeting Dates  
for the  
Colerain Township Board of Trustees**

Executive Session (6:00 p.m. if needed)  
Public Session (7:00 p.m.)

April 23, 2019  
May 28, 2019  
June 25, 2019  
July 23, 2019  
August 27, 2019  
September 24, 2019  
October 22, 2019

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251  
[www.colerain.org](http://www.colerain.org)  
Phone (513) 385-7500 • Fax (513) 245-6503

**Trustees:** Greg Insco, Raj Rajagopal, Daniel Unger  
**Fiscal Officer:** Heather E. Harlow  
**Administrator:** Geoff Milz



# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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Motion to Authorize the Execution of an Employment Agreement with Emily Randolph

Recommend adoption of a motion authorizing the execution of an employment agreement with Emily Randolph.

Rationale:

The employment agreement with Mrs. Randolph expires on December 31, 2018. The proposed employment agreement is a two year agreement that continues to offer her 6 months of severance should she be terminated without cause. Due to the critical nature of her job as it relates to the finance and accounting operations of the township, the employment agreement requires Mrs. Randolph to provide the Township with 90 days of notice should she choose to separate from employment with the Township.

The contract is silent on compensation, electing instead to treat any change to Mrs. Randolph's compensation in the same way the Township would any other non-contract employee. That is to say, Mrs. Randolph would be eligible for increases in pay based on her performance evaluation and pay compared to others with her job in the region.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT dated December 12, 2018 is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the "Board" or "Trustees" and Emily Randolph, hereinafter sometimes referred to as "Employee".

### WITNESSETH:

WHEREAS, the Board desires to continue to employ the services of the Employee as Finance Director for Colerain Township; and

WHEREAS, Employee desires to continue employment as Finance Director for Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### Section 1. Duties

The Board hereby employs the Employee as Finance Director for Colerain Township to perform all duties specified by law and resolution and to perform such other duties as assigned by the Administrator.

#### Section 2. Term

The term of this agreement shall begin on January 1, 2019 and shall remain in effect until December 31, 2020 unless sooner terminated pursuant to Section 3 of this Agreement. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2020, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date and enter into a revised Agreement consistent with such discussions.

#### Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform her duties under this agreement, the Board agrees to continue to pay Employee's salary for a period of six (6) months after the date of termination and to continue health insurance coverage for a period of six (6) months (or in the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of six (6) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time. The parties agree that the within severance pay provision shall constitute Employee's sole and exclusive remedy for termination without just cause.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns

following a suggestion by the Board that she resign, then the Employee may, at her option, be deemed to be "terminated without just cause" at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained.

D. In the event Employee desires to voluntarily resign her position with the Board before the expiration of the above term of this employment, then Employee shall give the Board 90 days' notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns her position, she shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office.

#### Section 4. Compensation

The Board agrees to pay Employee for her services rendered pursuant hereto and will be eligible for increases pursuant to the process established by the Township Administrator for all non-contract employees, on or about January 1st of each year. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

#### Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees.

#### Section 6. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee's duties as Finance Director.

#### Section 7. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

#### Section 8. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Section 9. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Prepared and approved as to form:

Employee:

BOARD OF TRUSTEES

\_\_\_\_\_  
Emily Randolph

\_\_\_\_\_  
By: Greg Insco

\_\_\_\_\_  
By: Raj Rajagopal

\_\_\_\_\_  
By: Dan Unger

\_\_\_\_\_  
Lawrence E. Barbieri,  
Law Director

# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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## Motion to Approve Merit Pool for Non-Union Employees

Recommend the Board of Trustees to approve a merit pool of \$55,000 for the Non-Union Township Employees.

### Rationale:

In Colerain Township, all employees can be divided into those who collectively bargain for their salary and benefits and those who do not. For those employees who do not use union-representation and do not collectively bargain, any increase in compensation is based on two factors: 1) their performance compared to others within the organization and 2) their salary compared to the salary of others with the same job in our region. Each year the board of trustees establishes a merit-pool for non-contract raises to be distributed by the administrator based on the factors listed above.

# ADMINISTRATION

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Department: Administration

Department Head:

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Motion to Permit Township Administrator to Execute a Contract with Schroeder, Maundrell, Barbieri, & Powers LLC (SMBP) for Legal Services

Recommend approval of a motion to allow the Township Administrator to execute a Contract with Schroeder, Maundrell, Barbieri, & Powers LLC (SMBP) for Legal Services.

Rationale:

Colerain Township's current contract for legal services is set to expire at the end of 2018. On October 10th, the Board of Trustees issued a Request for Proposals for Legal Services. The Township posted the RFP on the Township website, posted a legal notice in the Enquirer for two consecutive weeks, and ran an ad in the Cincinnati Court Index for seven days. Responses to the RFP were due on October 26th at 1 P.M.

The Township received four responses to the Request for Proposals prior to the deadline. Calfee, Frost Brown Todd, SMBP, and Dinsmore. The Township Trustees then met in executive session on November 27th to interview all four law firms. The Trustees met again on December 4 in executive session to further discuss the future of legal services for the Township.

After hours of conversation and intense review of all four firms, a majority of the Board has directed staff to bring forward a contract with SMBP for two years at an annual rate of \$120,000. The logic that the majority of the Board used to reach this determination hinges on the fact that SMBP was not the lead firm on the Rumpke case (Catherine Cunningham from Kegler Brown Hill & Ritter was the principle) and that they were not brought on as law director and into the case until year six of the case (2012). In addition, a majority of the Board feels as though SMBP's successful track record in defense of the Township on lawsuits in 2018, coupled with the overall cost of the firm presents the best option for the Township at this time.

The \$120,000 rate does not include costs associated with any civil court cases. The Board will explore using outside counsel if necessary for these cases, which are relatively infrequent. The Board will also consider using outside counsel to assist with bond issuances and TIF related filings, as has been past practice. Under the scope of this contract, SMBP employees will also not be eligible for OPERS.

## CONTRACT FOR LEGAL SERVICES

This Contract is entered into this \_\_\_\_ day of December, 2018, by and between the *Board of Trustees of Colerain Township* (hereinafter "Colerain Township"), and *Schroeder, Maundrell, Barbieri & Powers* (hereinafter "SMBP").

Whereas, Colerain Township adopted the limited home rule form of government for Colerain Township pursuant to Chapter 504 of the Ohio Revised Code; and,

Whereas, pursuant to Ohio Revised Code §504.15, Colerain Township is required to hire a Law Director; and,

Whereas, Colerain Township is desirous of hiring Lawrence E. Barbieri of the firm Schroeder, Maundrell, Barbieri & Powers (hereinafter "SMBP"), to serve as Law Director, and Barbieri is desirous of serving as the Law Director for Colerain Township;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Barbieri will serve as Law Director for Colerain Township and will give legal advice to the Board of Trustees, Administrator and all other township officers and handle the legal matters for Colerain Township at the direction of Colerain Township through its Administrator as set forth in Ohio Revised Code §504.15. Barbieri hereby appoints Scott A. Sollmann to serve as Assistant Law Director for Colerain Township. Other attorneys in the SMBP firm will, from time to time, provide legal services to Colerain Township at the direction of Barbieri and Sollmann. Paralegals and legal assistants in the SMBP firm will, from time to time, provide services to Colerain Township at the direction of Barbieri and Sollmann.

2. Barbieri and all other SMBP attorneys will be paid \$160 per hour for all legal work performed on behalf of Colerain Township. Work done by SMBP paralegals and SMBP legal assistants will be billed at \$80 per hour. The maximum amount of legal expense per year is

\$120,000 ("Annual Cap"). Expenses and costs and pursuing, not defending, separate civil claims outside of Hamilton County Housing Court will not be included in calculating the Annual Cap. These rates will remain in place for 2 years. SMBP will submit invoices once each month in billing increments of 1/10th of an hour which will describe the legal services provided and any expenses advanced.

3. This contract can be terminated by either party with or without cause upon sixty (60) days written notice. The term of this contract shall be for two (2) years.

IN WITNESS WHEREOF, Colerain Township Board of Trustees, by Geoff Milz, Administrator, and SMBP by Lawrence E. Barbieri have hereunto set their hands this \_\_\_\_ day of December, 2018.

**COLERAIN TOWNSHIP BOARD OF TRUSTEES**

By:

\_\_\_\_\_  
Geoff Milz, Administrator

\_\_\_\_\_  
Lawrence E. Barbieri



# ADMINISTRATION

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Department: Administration

Department Head:

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Motion to Authorize Execution of a Contract with InfinityHR for Human Resources Technology

Recommend approval of a motion to allow the Township Administrator to execute a contract with InfinityHR.

Rationale:

InfinityHR offers a technology platform that will help to consolidate and standardize the Township's hiring practices, benefits enrollment, and ACA compliance reporting.

Currently the Township's Open Enrollment process is entirely paper based. This platform would allow all employees to directly make changes their insurance benefits and complete all facets of open enrollment online. This system will directly integrate with our insurance carriers. This platform will also be compatible with other insurance carriers. For this reason, a portion of the cost of the installation will be offset by a technology credit of \$3,500.

The total cost of this contract is \$10,800 annually.

## INFINITYHR "PREMIUM" VERSION LICENSE AGREEMENT

This **License Agreement**, ("License Agreement") as dated below, by and between **Infinity Software Solutions, Inc.**, ("LICENSOR") an Arizona corporation and Colerain Township ("LICENSEE"), establishes a license for LICENSEE to use LICENSOR'S product, the InfinityHR "Premium" Version ("Product"). LICENSOR hereby grants to LICENSEE a nonexclusive, nontransferable, limited license to use the Product for a term of 24 months ("License Period") from the date of initial billing pursuant to this License Agreement.

### TERM

The initial term of this Agreement is 24 months from the date of initial billing pursuant to this License Agreement (The Initial Term). This License Agreement will automatically be extended for additional terms of twelve (12) months each unless LICENSEE or LICENSOR gives the other party at least 30 days written e-mail notice of termination prior to the Anniversary date of the License Agreement, excluding the first Anniversary of the License Agreement. After The Initial Term, LICENSEE can terminate the Agreement at any time with a thirty (30) day prior written notice to LICENSOR. If providing notice to LICENSOR, Electronic Written notice must be provided through Electronic Mail (Email) and should be addressed to [sales@infinity-ss.com](mailto:sales@infinity-ss.com) with the words "account cancellation" in the subject line.

### PARTICIPANT

"Participant" means those employees of LICENSEE loaded into the system that meet the following requirements: 1) Any employee currently (current as of the date of billing) enrolled in one or more benefits configured within the system, 2) Any employee not currently enrolled in one or more benefits, but with an "Active" account in the system (i.e. able to access the Employee Portal), 3) Any employee not currently enrolled in one or more benefits, but that has accessed the system in the last 30 days or 4) Any employee record that has been updated, whether by an employee or administrator in the last 30 days, including the initial load of employees, terminated or otherwise, into the system. The fourth Participant category includes terminated employees for the first month that they are loaded into the system and for any changes to a terminated employee's record thereafter.

### BILLING / PRICING

Charges will be applied on the 15<sup>th</sup> of each month and be for one month in advance plus any usage of the Product before the 15<sup>th</sup> of the initial month's usage. LICENSEE shall be charged a per-employee-per-month fee attached hereto as Attachment A. LICENSEE may also be charged an Implementation Fee attached hereto as Attachment A. The scope of Implementation shall be inclusive of the services attached hereto as Attachment B. The Implementation Fee shall be due immediately upon signing of this Agreement. The initial billing shall commence on January 15, 2019 and continue for 24 consecutive months or longer if the License Agreement is extended as provided for herein. LICENSEE will be provided at least 30 days-notice of any future price increase. If LICENSEE disputes any LICENSOR invoice, such dispute must be in writing and submitted within 30 days of receiving the LICENSOR invoice. LICENSEE is responsible for reviewing periodic invoices for accuracy. Any and all disputes shall be made in writing, within 45 days of billing date and shall be reviewed by LICENSOR. Payment of an invoice by the LICENSEE or the passage of 45 days from the billing date shall deem acceptance by LICENSEE of a given invoice. Payment of invoices is not subject to completion of the implementation.

### LATE FEES AND DEFAULT PROVISIONS

In the event that LICENSEE is more than 45 days past due on any obligation, LICENSOR has the right to accelerate all current and scheduled payments under the contract based on the greater of the average billed amount of the preceding three months or the PEPM calculation (late fees to be added to either calculation).

### DATA DISTRIBUTION SETUP / STORAGE AND PROCESSING

The standard Implementation will include the development, testing, and Implementation of external interface files per Attachment A (i.e. carriers, payroll, etc....). Any additional Payroll or Carrier interfaces are provided at a one-time Fee attached hereto as Attachment A. Due to the flexibility of the Product. If LICENSOR is requested to assist in performing interface changes, beyond the initial interfaces, the time required to perform such service will be charged at a consulting fee of \$95 per hour. Due to varying degrees of responsiveness by third parties, the Data Distribution Setup shall not be considered a determining factor in the commencement of the initial training and/or billing. Further, while LICENSOR will assist the LICENSEE in engaging third parties for system integrations, successful third party integrations are not the ultimate responsibility of the LICENSOR and are dependent on sufficient cooperation by the LICENSEE and third parties. While LICENSOR will support LICENSEE and third parties in implementation and change efforts, implementation and change results are impacted by LICENSEE and third parties, therefore LICENSOR does not take sole responsibility for such efforts. LICENSEE is responsible for the data content of its third party exports.

### SYSTEM DOCUMENTATION / SUPPORT

An on-line "Help" resource for the Product is available for LICENSEE. Customer Support is also available through the Product and by e-mail directly through LICENSEE'S assigned Customer Support Representative. The charges for the Product are based upon a reasonable consumption of Customer Support hours by LICENSEE. On average, Customer Support consumption by users of the Product does not exceed 5 hours per month. LICENSOR shall reserve the right to charge for Professional Services Training if the consumption of Customer Support hours exceeds 10 hours per month for two consecutive months.

### ANNUAL BENEFIT RENEWAL

If the Benefit Management Module is implemented, a LICENSOR Service Manager will be available to support Licensee with the system during the Annual Benefit Renewal / Open Enrollment process. However, it is not within the scope of the Agreement for LICENSOR to fully configure the Software for benefit renewal, but rather, to support LICENSEE should LICENSEE have any questions or problems as LICENSEE prepares the system for benefit renewal. Additional support packages are available from LICENSOR which offer various levels of service to assist LICENSEE with the Benefit Renewal process, should LICENSEE desire additional assistance.

### WARRANTIES AND LIMITATIONS OF LIABILITY

The Product is provided to LICENSEE on a strictly **AS IS** basis, and LICENSOR and its suppliers make no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, relating to the Product during the License Period. Further, LICENSEE

understands and agrees that LICENSOR and its vendors will have absolutely no liability of any kind for any loss, costs or damages resulting from LICENSEE'S use of the Product during this License Period or thereafter.

#### **COMPLAINTS FOR NON-PERFORMANCE TO BE IN WRITING, LICENSOR HAS OPPORTUNITY TO CURE**

Any complaints for Non-Performance of any kind on the part of LICENSOR must be made through Electronic Written notice provided through Electronic Mail (Email) and should be addressed to [sales@infinity-ss.com](mailto:sales@infinity-ss.com) with the words "complaint for non-performance" in the subject line. Reasonable complaints shall be dealt with promptly with responses sent in writing within thirty (30) days. LICENSOR reserves the right, in its sole and absolute discretion, to determine whether a complaint is reasonable or whether it is outside of the scope of this or other Agreements.

#### **PROPRIETARY RIGHTS AND PROVISIONS**

The Product contains Confidential Information proprietary to LICENSOR. "Confidential Information" means information including, but not limited to, the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions, which together constitute the Product, any documentation (excluding manuals or information that are publicly available but including this Agreement), and any other information marked as Confidential or Proprietary. LICENSEE shall use the Product only for the purposes set forth herein. Title to and ownership of the Product and all portions thereof and all applicable rights in patents, copyrights and trade secrets in the Product shall remain exclusively with LICENSOR. The License Agreement does not constitute a sale of LICENSOR'S proprietary data and computer programs provided to LICENSEE. LICENSEE shall use reasonable care to prevent unauthorized disclosure, use, reproduction, or distribution of the Product. Except as set forth herein or as may be permitted in writing by LICENSOR, LICENSEE shall not provide or otherwise make available the Product or any part or copies thereof to any third party. LICENSEE shall not seek to discover any LICENSOR Confidential Information by reverse engineering, decompiling, or disassembling the Product, or any portion thereof, nor otherwise attempt to create access or derive the source code. LICENSEE shall not alter or delete any copyright or trademark notice, trade name, or other markings, which identify LICENSOR'S proprietary rights and interests. This License Agreement is subject to all US laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations. Export, re-export or transshipment of the Product or any other technical data licensed under this License Agreement, or the derivative products thereof, is contingent upon prior written authorization from LICENSOR and compliance with all necessary US Government approvals and License licenses.

#### **CONFIDENTIALITY**

For purposes of this License Agreement, "Licensee Proprietary Information" shall mean, and shall include, but not be limited to, any and all confidential information relating to the Licensee's operation, business, strategies, financial affairs, products, systems, technologies, sales, research, development, services, employee information, intellectual properties, ideas, concepts, data, or plans. Licensee's Proprietary Information shall include any information or material that is either designated as "confidential" or "proprietary" by Licensee as well as information, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as confidential. Licensee's Proprietary Information includes information in both oral and written form and information contained in any other storage medium. All information and documents given to Licensor shall be considered Licensee's Proprietary Information, whether or not marked as such.

Licensor hereby covenants and agrees that it will not (either directly or indirectly) reveal or disclose Licensee's Proprietary Information to any other person, partnership, association, corporation, or other third party, and shall treat all such Licensee's Proprietary Information received from the Licensee as confidential in nature to Licensor and will safeguard the secrecy of Licensee's Proprietary Information by following the same procedures used in safeguarding its own valuable confidential information but not less than reasonable procedures.

Licensor covenants and agrees not to use, except for the purposes set forth herein, sell, lease, license or otherwise commercially use Licensee's Proprietary Information or distribute information regarding the relationship of the parties, either directly or indirectly, unless express, prior authorization in writing is obtained from an officer of the Licensee.

LICENSEE agrees to receive the Product, any other materials made available to LICENSEE or confidential information disclosed to LICENSEE hereunder, and to hold it in confidence and not disclose it in any manner to any person, firm or entity, except to employees of LICENSEE with a need to know. LICENSEE will not transfer, sell, modify, create derivative works, translate, reverse engineer, reverse compile or decompile the Product, in whole or in part, nor will it create or attempt to create, the source code version of the Product by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets, or using any other methods. LICENSEE's obligation of confidentiality hereunder will survive the expiration of the License Period. LICENSEE will use the Product, and any such materials and information delivered or disclosed to it hereunder only internally within its own company and will not use the Product in any other way other than its intended purpose.

The parties agree to comply fully with HIPAA regulations, to the extent required by law, as set forth in the Business Associate Agreement maintained at [www.Infinity-SS.com](http://www.Infinity-SS.com).

#### **TERMINATION**

Upon termination of this License Agreement and receipt by LICENSOR of payment for all amounts due it hereunder, LICENSOR may make available (upon written request by LICENSEE) to LICENSEE all pertinent data, reports, and files, ownership of which shall remain at all times with LICENSEE provided, however, that nothing herein shall be construed to require LICENSOR to give to LICENSEE and/or LICENSEE'S clients any proprietary software belonging to LICENSOR which was used by LICENSEE in the provisions of Administrative Services. Preparation and delivery of such data, reports, and files may be additional services. Therefore, the time required to provide such services may be charged to LICENSEE at LICENSOR'S consulting fee of \$95 per hour.

In the event that LICENSEE terminates and requests an extension, LICENSEE shall pay for a minimum of 90 days extension at a rate equal to the license fees paid in the immediately preceding 90 days plus a premium of 30% to reflect the short-term nature of the transition extension.

#### **EXCLUSIONS OF OTHER REMEDIES**

IN NO EVENT WILL LICENSOR BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, ECONOMIC COVER OR CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO LOSS OF PROFITS, GOODWILL, OR DATA), WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR

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RELATED TO THE ADMINISTRATIVE SERVICES. IN NO CASE SHALL LICENSOR'S LIABILITY FOR ACTUAL DAMAGES UNDER THIS AGREEMENT EXCEED FIVE TIMES THE ONGOING FEES (WHICH SHALL NOT BE DEEMED TO INCLUDE ANY SETUP FEES) PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRIOR TO THE MONTH GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT LICENSOR HAS PRICED AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES, AND DAMAGES SET FORTH IN THIS AGREEMENT AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**INDEPENDENT CONTRACTOR; SERVICE PROVIDER**

LICENSEE is responsible for maintaining data in the software application. Nothing in this agreement is intended or shall be construed to give LICENSOR discretionary authority or discretionary responsibility in the administration of the LICENSEE's data. The relationship of LICENSOR (or any of its officers, directors, or employees) to LICENSEE (or any of its officers, directors, or employees) is intended to be only that of an independent contractor and service provider and not a joint venture partnership, trust, fiduciary, or other similar relationship. LICENSOR is available to provide ongoing support to LICENSEE related to the operation of the Product.

#### CHOICE OF LAW; VENUE

Any controversy or claim arising out of or relating to this License Agreement or the breach thereof, will be subject to Ohio law in a court of competent jurisdiction in Hamilton County, Ohio. Any legal or financial services required to resolve any controversy or claim relating to this Agreement shall be paid for by the losing party.

#### GENERAL

This License Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings, or agreements, whether written or oral, express or implied, with respect to this License Agreement. This License Agreement is governed by the laws of the State of Ohio, U.S.A., other than those provisions of Ohio law governing conflicting of laws. Should any provision of this License Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effective and shall in no way be affected, impaired, or invalidated. Should LICENSOR waive or otherwise refrain from enforcing any of its rights under this Agreement, that action or inaction, shall in no way limit LICENSOR's ability to enforce any and all rights under the contract.

#### EFFECTIVE AGREEMENT

The LICENSEE acknowledges reading this License Agreement and agrees that it is the complete and exclusive statement of the agreement between the parties, and supersedes all prior proposals and understandings, oral or written, relating to the subject matter of this License Agreement.

#### COUNTERPARTS

This License Agreement may be executed and delivered by facsimile or other electronic communication and upon such delivery the facsimile or electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party. This License Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

#### ACCEPTED:

##### LICENSEE:

Colerain Township

Company

Printed Name

Signature

Title

Date

##### LICENSOR:

Infinity Software Solutions, Inc.

Company

Printed Name

Signature

Title

Date

#### **Attachment A**

**CoreHR, Applicant Tracking, Benefits Management and Workflow Modules:** Per-Employee-Per-Month (PEPM) Fee: \$2.50 PEPM (U.S. Dollars) (Minimum of \$400 per month)

Implementation Fee shall be based upon the Implementation Fee Schedule specified in [Attachment B](#). Based upon the current scope of the LICENSEE implementation it shall include CoreHR, Applicant Tracking, Benefits Management & Workflows for an initial implementation fee of \$3,000. The Core HR and Benefits implementation includes up to four EDI files during Implementation Process Only—no carryover of files beyond first 120 days of the Agreement).

**Any additional modules implemented outside of what is referenced in Attachment A shall be based on the below fees:**

<b><u>Less Than 200 Employees</u></b>		<b>Included in Implementation</b>
Core HR (Benefits Only)	\$ 3,000.00	
Time & Attendance (Basic)	\$ 750.00	
Time & Attendance (Advanced)	\$ 1,200.00	
Time-Off Tracking	\$ 750.00	
ATS	\$ 900.00	
ACA	\$ 2,500.00	
Workflow Management	\$ 500.00	
Performance Management	\$ 900.00	
Advanced Reporting/Exports	\$ 500.00	
Payroll Sync	\$ 500.00	
Additional Professional Services: Onsite/Web Training, Data Conversion & Validation, Custom Reports, etc.	\$175/hour	

<b><u>More Than 200 Employees</u></b>		<b>Included in Implementation</b>
Core HR (Benefits Only)	\$ 5,000.00	x
ACA	\$ 2,500.00	
Time & Attendance (Basic)	\$ 1,000.00	
Time & Attendance (Advanced)	\$ 2,500.00	
Time-Off Tracking	\$ 1,500.00	
ATS	\$ 1,500.00	x
Workflow Management	\$ 1,500.00	x
Performance Management	\$ 1,500.00	
Advanced Reporting/Exports	\$ 1,500.00	x
Payroll Sync	\$ 750.00	

Additional Professional Services: Onsite/Web Training, Data Conversion & Validation, Custom Reports, etc.	\$175/hour	
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Additional Data Distribution setup fees will apply for any files above the number provided as part of the Implementation Fee and for any new carrier files after the initial Implementation. LICENSOR will provide a price quote for a new file upon request. Any files that require more than 6 hours of LICENSOR's time will be subject to an additional hourly charge. As examples, mapping can add significant time to the hours necessary to complete a file. As a guideline, the following mapping requirements would carry the corresponding fees above the base file fee:

LICENSOR will provide latest pricing information to LICENSEE upon request. LICENSOR reserves the right to revise implementation fees after implementation project kick off call based on additional scope or project changes.

Lines of benefit structure mapping

1 – 25	Additional Fees
26 – 200	No Additional Fees
201 and more	\$150.00
	\$300.00

**Other Services**

LICENSOR provides the option to enable other (add-on) services within the Product. Details and pricing for the other services are subject to change and are available upon request from LICENSOR.

PACKAGE OPTIONS		
PACKAGE	Description	Per Employee Per Month Fee (PEPM)
FULL HRIS	<b>Includes:</b> Applicant Tracking, Workflow Management, Benefits Management, Time & Attendance, Time Off Tracking, Performance Management, Surveys, Employee Self-Service, Wellness Tracking and Advanced Reporting.  ***Add ACA Reporting for an addition \$1.00 PEPM	\$3.50
ACA	<b>Includes:</b> Lookback Measurement Tracking, Alerts, ALE and FTE Tracking, 1094/1095 B&C Reporting and E-Filing	\$1.00
Payroll	Please contact your Account Manager	TBD (Case by Case Basis)

### Year-to-year Open Enrollment Packages

	SILVER INCLUDED	GOLD \$ 1,200	PLATINUM \$ 1,750
PRE SETUP CALL	●	●	●
REVIEW PACKAGE SETUP CALL	●	●	●
POST SETUP CALL	●	●	●
ROLLOVER OF EDI FILES	●	●	●
DELIVERY OF EDI FILES	●	●	●
OPEN ENROLLMENT DATA REVIEW	●	●	●
NEW PACKAGE REPORT	●	●	●
CURRENT PACKAGE REPORT	●	●	●
CREATION OF NEW PAY SCHEDULE	●	●	●
CREATION OF NEW BENEFIT PACKAGE	●	●	●
CONFIGURATION OF BENEFITS	●	●	●
ROLLOVER MAPPING	●	●	●
CREATE AND PROCESS NEW BENEFIT RECORDS	●	●	●
EMPLOYEE TESTING	1 EMPLOYEE	3 EMPLOYEES	6 EMPLOYEES
PRIORITY SUPPORT ON FIRST DAY OF OPEN ENROLLMENT		●	●
OPEN ENROLLMENT EVENT TESTING		●	●
CREATION OF OPEN ENROLLMENT WINDOW		●	●
ADDING IN OR UPDATING CARRIER CONTACT INFORMATION		●	●
REVIEW AND COMPLETE CURRENT PACKAGE ALERTS		●	●
EXCLUSIVE OPEN ENROLLMENT TEAM: ACCOUNT MANAGER, EDI SPECIALIST, OE SPECIALIST		●	●
PLAN DOCUMENT REMOVAL AND ADDITIONS			●
BENEFIT DESCRIPTION ALTERATIONS			●
ONE NEW EDI CARRIER FILE			●



## Expedite Fees

Open Enrollment support must be requested at least 30 days before the Open Enrollment start date and are serviced on a first come first served basis. If support is requested less than 30 days from the start date Expedite Fees will be incurred. Rates are as follows:

15-19 working days*	15% premium of package price
10-14 working days*	30% premium of package price
5-9 working days**	60% premium of package price

\* doesn't include holidays

\*\* approval is required by InfinityHR

Please note:

- Open Enrollment start dates can only be selected for Tuesdays, Wednesdays, and Thursdays. Mondays and Fridays are reserved exclusively for testing.
- There will be an additional \$300 charged for off cycle benefits

## InfinityHR EZSign Add-on

LICENSEE has the option to utilize the InfinityHR EZSign Technology for an add-on fee of \$39/month.

## Attachment B

The Implementation Fee is due immediately upon execution of the Agreement. LICENSOR may initiate the implementation process prior to receipt of the Implementation Fee, but LICENSOR is not obligated to undertake implementation tasks until Implementation Fee has been received.

### Initial Implementation Scope of Services

The scope of the Implementation activities provided by LICENSOR shall be defined by the table below. LICENSOR shall allocate resources to complete the activities identified up to the amount of hours specified per activity. In general the activities and time frames defined below represent a sufficient amount of support and hours to successfully implement the Product. Should LICENSEE request additional activities within any of the categories noted below to be performed by LICENSOR during the implementation or for LICENSOR resources to spend more than the allocated amount of time defined on any activity identified below, LICENSOR shall reserve the right to charge a fee for those activities and/or additional hours of time.

LICENSOR shall request an acknowledgement via electronic email from LICENSEE regarding the completion of the Implementation Phase once all Implementation services have been completed. The acknowledgement by LICENSEE shall also serve as acknowledgement that LICENSEE has performed testing of the Implementation of the Product and that the Product was implemented satisfactorily. LICENSEE must acknowledge the completion of the Implementation before any live data distribution interfaces (to carriers, payroll, etc...) shall be executed through the Product. If the LICENSEE receives such a request from the LICENSOR and does not respond within 7 calendar days, then such non-response shall be deemed to be an acknowledgement of completion and LICENSOR shall not be obligated to perform further work within the scope of the initial implementation (though additional hours may be available at the billable rate).

Initial Implementation Hours	Estimated Hours per Category	Maximum Hours per Category*
Kickoff Meeting	1	2
Discovery & Planning Meeting(s)	3	As Needed
Primary Module(s) System Configuration	11	20
System Testing	4	6
CoreHR & Benefits Administration Product Training	8	12
Post Training Configuration / Changes	4	6
Third Party Export Configurations	10	12
General Account Management Activities / Meetings	5	8
<b>Total Hours</b>	<b>46</b>	<b>66</b>

\*As part of the Implementation/Setup process LICENSOR will also prepare a Product Implementation Schedule for LICENSEE. The start and completion dates for the Product Implementation, as well as definitions of tasks and responsibilities, will also be described within this Schedule. LICENSOR will provide LICENSEE with Implementation Templates. The Implementation Fee is predicated on the LICENSEE completing those templates in a manner that enables LICENSOR to import data directly into the system.

### Product Training

Licensor will provide LICENSEE with a total of twelve (12) hours of Core HR and Benefits Administration Product training comprised of eight (8) hours of initial Product training and an additional four (4) hours of follow up training within 60 days of implementation. This training may be performed either on-line or at LICENSEE's location. Initial Product training (excluding travel) is included in the Implementation Fee. Any travel or living expenses required by

LICENSOR to perform Product training will be pre-approved by and paid for by LICENSEE. Product training will be invoiced prior to the start date of training and will be due within 30 days of date of invoice.

\*LICENSOR will notify LICENSEE when 85% of the maximum hours have been spent. LICENSOR will also identify information needed from LICENSEE and remaining hours estimated to complete the implementation. LICENSEE shall only be billed if the 85% notice was provided and for actual hours spent in excess of the Maximum Hours per Category.

LICENSOR will utilize hours allowed in the Initial Implementation Hours for the modules specified in this Agreement. LICENSEE must provide LICENSOR with all information needed to effectuate the implementation of a particular module within the first 120 days of the Agreement and dedicate the time necessary to implement the subject modules within the first 120 days of the Agreement.

#### **\*\* Configuration of HR Components**

The allotted hours for the Configuration of HR Components will be used to implement the HR Components specified in this Agreement provided that the total number of HR Component Configuration hours does not exceed the Maximum number of Hours for the Category. Additional HR Components (above the allotted hours) can be contracted and implemented via LICENSOR'S Professional Services Team. The Additional HR Component implementations will be performed outside the scope of the Initial Implementation time frame to ensure a timely completion of the Initial Implementation. Additional HR Component Implementations will be charged according to LICENSOR's Implementation Fee Schedule.

HR Component	Hours required to Implement
Benefit Management	10
ACA	4
Applicant Tracking	5
Time and Attendance (with Time Off Tracking)	10
Time Off Tracking	5
Expense Tracking	1
Workflow Management / Onboarding / Off boarding	3
Performance Management	5

**Please Note:** Support needs may vary by HR Component; therefore Online Help resources are available at no additional cost.

#### **Implementation Time Frame**

The scope of Implementation Services provided by LICENSOR is based upon the Initial Implementation being completed within 150 days of the Agreement. LICENSEE shall be responsible for delivering data required by LICENSOR in a timely manner to ensure that the allotted Implementation hours can be utilized within 150 days of the Agreement. Any unutilized hours will be forfeited by LICENSEE after 150 days of the Agreement or when the Implementation is completed if the Implementation is completed earlier than 150 days of the Agreement. If the Initial Implementation has not been completed after 150 days of the Agreement, LICENSEE may contract (according to LICENSOR'S Implementation Fee Schedule) for additional Implementation services via LICENSOR's Professional Services Team.

# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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Motion to Approve Capital Purchase of a Backup Email Server from Server Supply







Recommend the Board of Trustees to approval the capital purchase for hard drives in the amount of \$1,999.20.

Rationale:

This purchase will enable increased resiliency of the township's information technology infrastructure.

Returning Customers: [rshepherd@colerain.org](mailto:rshepherd@colerain.org) Log out

[Manage Account Settings](#)

 SHOPPING GUARANTEE		ID Theft Protection	Purchase Guarantee	Lowest Price Guarantee
	Part Number	Description	Qty	Price
	785079-B21	HP 785079-B21 1.2TB 10000RPM SAS 12GBPS SFF (2.5INCH) ENTERPRISE HARD DRIVE WITH TRAY. NEW FACTORY SEALED. IN STOCK.	6 	\$275.00
	785071-B21	HP 785071-B21 300GB 10000RPM SAS 12GBPS SFF (2.5INCH) ENTERPRISE HARD DRIVE WITH TRAY. NEW FACTORY SEALED. IN STOCK.	2 	\$195.00
	Discount	Discount for Return Customer	1	(\$40.80)
				<b>Sub Total: \$1</b>

USA 48 States APO FPO Shipping

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You Will Receive A Total **\$40.8** Discount



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# ADMINISTRATION

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Department: Administration

Department Head: Geoff Milz, Administrator

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## First Reading of DRAFT Retire/Rehire Policy

The Board requested consideration of the attached retire/rehire policy.

### Rationale:



## **RETIRE - REHIRE POLICY**

### **Re-Employment**

The rehiring of staff who have retired from employment with Colerain Township is not automatic, regardless of the post-retirement position that they desire.

1. Any person who has retired from employment with Colerain Township and wishes to be employed again with Colerain Township must apply for a position that has been posted and will compete with any other applicants as a part of the selection process.

### **Break in Service**

Retirement of a staff member from Colerain Township will be considered a break in service. A retired staff member who is rehired will be considered a new hire beginning their first year of service.

### **Salary**

A retired and then rehired employee, as described in this policy, will be placed on the applicable entry level salary for the position that they are filling. This employee's accruals for vacation and sick time will also be reset to that of a newly hired employee. The rehired employee will remain at this level and will not advance for additional years of service.

### **Contract**

Retired and then rehired employees will be considered "at will" employees and will not be considered for a continuing contract of employment.

### **Vacation, Personal and Sick Leave**

Any retired and then rehired employee will not be eligible to receive payment for unused vacation, personal days or any sick leave upon final separation of employment from Colerain Township.

### **Board of Trustees Meeting Notice**

Any candidate who has retired and is seeking to be rehired will be noticed on the agenda of a public meeting of the Colerain Township Board of Trustees and will not be considered for hiring until a subsequent public meeting of the same nature.

### **ORC**

All consideration for retire / rehire will be per applicable provisions of the Ohio Revised Code.

# FISCAL OFFICE REPORT

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Department: Fiscal Office

Department Head: Heather Harlow, Fiscal Officer

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## Motion to Approve Payroll, Purchase Orders and Receipts

Recommend Approval of Motion to Approve Payroll, Purchase Orders and Receipts

### Rationale:

Each month the Fiscal Officer requests approval of the above financial transactions.