



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Joseph Rozzi – *Board Chair*

Mark Sousa – *Trustee*

Darryl Cordrey – *Trustee*

Kurt Weber- *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520

Township Administrator

Brent Centers
(513) 239-2372

Police Department

Scott Hughes – Police Chief
(513) 683-0538

Fire and Emergency Services

Jason Jewett – Fire Chief
7684 South State Route 48
Maineville, Ohio 45039
(513) 683-1622

Public Works

Kenny Hickey – Director
Phone: (513) 683-5360

Assistant Fiscal Officer

Ellen Horman
(513) 239-2377

Human Resources

Kellie Krieger
(513) 239-2384

Economic Development

Zoning Administrator

Lindsey Gehring
(513) 683-8520

Community Development Coordinator

Nicole Earley
(513) 683-5320

TRUSTEE MEETING AGENDA 4/20/2022

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the tapes as the Official Minutes of the April 7, 2022, Township Trustee Meeting
- Bills before the Board

Presentations

- Swearing in Firefighters
- Swearing in Patrol Officers

Public Comments

Human Resources

Public Hearing

New Business

- Motion: Memorandum of Understanding with the Patrol Officers and the Police Clerks Contracts
- Motion: To enter into contract with KZF Design for the Fire Training Tower
- Motion: To enter into contract with Eco Development
- Resolution 22-0420: Increase in appropriations (General Fund and Police District Fund)

Work Session

Fiscal Officer's Report

- Fiscal Report and cash flow analysis

Administrator's Report

Trustee Comments

Executive Session

- In reference to O.R.C. 121.22 (G) (1): To consider the appointment, employment, or compensation of a public employee

Adjournment

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings. Citizens may address the Board under the Public Comment section of the agenda.

The following guidelines protect your rights as well as those of others:

1. *Speakers must state their name and full address for the record.*
2. *The Board Chair will recognize each speaker, and only one person may speak at a time.*
3. *Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.*
4. *Anyone who willfully disrupts a Board meeting may be barred from speaking further or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)*

Hamilton Township Trustee Meeting

April 7, 2022

Trustee Board Chairman, Joe Rozzi, called the meeting to order at 6:00 p.m. Mr. Rozzi, Mr. Sousa and Mr. Cordrey were present.

The *Pledge of Allegiance* was recited by all in attendance.

Motion was made by Mr. Rozzi with a second by Mr. Cordrey to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the March 16, 2022, Trustee Meeting.

Roll call as follows:

Mark Sousa	Yes
Darryl Cordrey	Yes
Joe Rozzi	Yes

Motion was made by Mr. Rozzi with a second by Mr. Cordrey to approve the bills as presented before the Board.

Roll call as follows:

Darryl Cordrey	Yes
Joe Rozzi	Yes
Mark Sousa	Yes

Presentations

-Sarcoidosis Awareness Proclamation

Mr. Kuhn, a Hamilton Township resident, gave a brief explanation on the symptoms of Sarcoidosis and then described his own personal experiences with this rare disease. Mr. Rozzi asked him to step forward as he was presented with a framed Proclamation declaring April as Sarcoidosis Awareness Month. Mr. Kuhn extended his appreciation for the support from the Hamilton Township residents.

-Warren County Drug Task Force annual report

Major Arasmith explained the 2021 annual report of Warren County's Drug Task Force. He described the force's mission, staff support, number of cases, drug abuse trends and the funding dynamics. He then expressed his gratitude to the township's residents and administration for their assistance in providing tips to fight drug related crimes.

Mr. Cordrey asked about the specifics on receiving funding in which Major Arasmith replied it was sponsored by grants and community contributions.

Mr. Rozzi inquired if the major believed this problem to be an uphill battle.

Major Arasmith replied by stating as long as addiction existed, drug traffickers would always be on the prowl. Although it was an uphill battle, he refused to surrender.

-2022 Township Retreat recap

Mr. Brent Centers presented the topics that were discussed during the township's retreat.

First, the general, police, fire/EMS, road and bridge funds were summarized.

Next, Mr. Centers highlighted the schedule of community events taking place in 2022.

At that point, he touched on the updates to the zoning code and announced the zoning board committee members.

Mr. Centers then reviewed cemetery sales and announced that a new columbarium would be placed in the Maineville Cemetery.

He also spoke about the public record review and trends on legal bills.

Next, Mr. Centers discussed the fire training tower timeline, cost and partnership with Deerfield Township.

At that juncture, he spoke about the new public works building which would be built next to the fire station 77.

Mr. Centers reviewed the snow removal routes, priorities and the policy review.

He then described the public works organization chart and announced in the next two years they would create two new roles (Facility Manager and Park Foreman). These would be gradual changes which would encompass the next two years.

Park improvements were brought up. Community survey results were revealed and Mr. Centers gave examples of what improvements would be implemented. New playground equipment would be installed at Mounts Park along with a named trail system. He mentioned that trail markers were just installed. A sunflower field would be planted in Mounts Park this year and memorial benches would be placed around the park. A new gravel parking lot was created by the small lake at Mounts Park recently. At Testerman Park, new benches would be spread throughout the park and upgraded playground equipment would be installed.

The Community Garden came up in conversation at the retreat. Mr. Centers summarized the discussion, and stated that early in the gardening season, the plots were well tended, however throughout the growing season many people neglected their garden and the landscape became an eyesore. It was determined that the community garden would be repositioned to a new location, which was yet to be determined. The goal was to have the new location opened up by spring of 2023.

At that time, Mr. Centers spoke on recent improvements to the township. Flock cameras were newly installed, which captured license plates to help fight crime on a federal level only. He discussed the various benefits that these cameras would bring to the community and also touched on the transparency portal that would be available on the township website soon.

The conversation turned to economic development. Mr. Centers reviewed the seven target areas that were under contract or in discussion. He noted in the next 24 to 36 months he expected to see some movement on some of these developments.

Finally, he announced the upcoming events that would soon be taking place in the township. Some of the highlights included: an interactive map for economic development which would be available on the township's website in the future, the commencement of the annual audit, the forthcoming budget work sessions, department goal setting sessions and 2022-2023 projections.

Public Comments

Mr. Rozzi opened the floor to public comments at 6:34 p.m.

Ms. Ruth Phipps came forward and extended her appreciation for the Mounts Park improvements.

Mr. Rozzi closed the floor to public comments at 6:35 p.m.

Human Resources

Ms. Kellie Krieger requested a motion to update the Hamilton Township roster to add Shawn Parks (Full Time Police Officer), Adam Daniel (Part Time Firefighter) and Abbie Muterspaw (Full Time Paramedic).

Roll call as follows: Joe Rozzi Yes
 Darryl Cordrey Yes
 Mark Sousa Yes

Next, Ms. Krieger made a motion to approve the following deeds within the Maineville addition: Michelle Cupp, niche 49 in the Maineville Columbarium, deed number 2022-02; Jerry and Myrna Sams lot 504, graves 1 and 2, deed 2022-3; and Jody Ann Anderson lot 504, grave, deed 2022-4.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve the cemetery deed numbers mentioned above.

Roll call as follows: Mark Sousa Yes
 Darryl Cordrey Yes
 Joe Rozzi Yes

Public Hearing

Mr. Rozzi made a motion with a second from Mr. Cordrey to open the public hearing for a Site Plan Review for the Hamkor UZ Mosque located at 8865 State Route 48, Maineville, Ohio 45039.

Roll call as follows: Darryl Cordrey Yes
 Joe Rozzi Yes
 Mark Sousa Yes

Mr. Ben Yoder, Law Director, swore in all persons who wished to give testimony for cases included within the public hearing.

Ms. Lindsey Gehring began her presentation by introducing the property owner, Hamkor UZ Cincinnati Association, the applicant RIC Construction Inc., Spokespersons David Darwiche and Rob Painter.

Ms. Gehring explained that a legal notice was published in the Sunday, March 27th publication of *The Pulse Journal of Warren County*. She noted that all project plans were available for review at the Administration Building Monday thru Friday, 8:00 a.m. until 4:30 p.m. Ms. Gehring indicated that notice went out to all property owners within 200 feet of the aforementioned property in concurrence with the newspaper publication.

Next, Ms. Gehring described the proposed religious worship facility, which would encompass 18,972 square feet to service the regional Muslim community. The building would consist of a two-story main prayer space, a second-floor mezzanine, a classroom, an area for ablution (a ceremonial act of washing parts of the body or sacred containers), as well as multiple storage areas. The maximum occupancy would be 690 persons. Access would be from State Route 48. The proposed project would be the first North American location for this company, so the plan would fully represent the culture.

At that point, she reviewed the site aerial, zoning map, site plan (including parking spaces), septic area, road access, interior renderings and zoning requirements. Ms. Gehring continued her

presentation by reviewing architecture components, features and elevations of the proposed building.

At that time, Ms. Gehring went over the maximum parking allocations. She noted that the applicant was interested in reducing the parking allowance by 15% (to 148 spaces compared to the minimum of 173 spaces), pending application approval. Ms. Gehring elaborated on the parking, loading and circulation portion of the plan, and indicated wheel stops and continuous curbs would be required. She also mentioned sidewalks would be mandatory on State Route 48 to connect the development.

At that juncture, Ms. Gehring reviewed the landscaping requirements. The applicant wanted to preserve some of the existing property tree lines. She noted the applicant satisfied the zoning requirements.

From there, she discussed the lighting requirements and standards.

Ms. Gehring went on to review the comments from the Warren County Partner Organizations. The Warren County Soil and Water Conservation District requires the facility to obtain an Earth Disturbing Permit prior to the start of earthwork and must obtain SWPPP (storm water pollution prevention plan) review and approval. The Warren County Water and Sewer Department did not have any comments. The Warren County Health Department requires a soil evaluation to verify that the development is in compliance with Ohio Administrative Codes for on-site sewage treatment. Once the design is completed, an application for the site review must be made with the necessary soil documentation, design and building plans before the health district can approve the site plan to build. The Warren County Engineer's Office indicated the project needs to comply with the Warren County Storm water regulations. Finally, ODOT stated a TIS and turn lane analysis would be required. The applicant is proposing two access points on State Route 48. At this time, ODOT was only permitting one access.

She presented the recommendations from the staff at that point, which included complying with all regulations in the Hamilton Township Zoning Code and meeting the requirements of all Warren County partner organizations, as previously mentioned.

Mr. Mark Sousa asked if a traffic study had been completed and made the recommendation for one access.

Ms. Gehring responded that the traffic study had been completed and ODOT would be reviewing it to provide comments in the next 30 days.

Mr. Sousa asked Ms. Gehring if the review from the Warren County Soil and Water was completed.

Ms. Gehring answered she did not have documentation showing the completion, but indicated it would need to be done before the zoning certificate could be obtained.

Mr. Yoder educated those in attendance about the standards that the board must consider and the rules of engagement on zoning hearings.

Mr. Rozzi requested the applicant to step forward.

Mr. Rob Painter, of RVP Engineering, explained that many of the attendees at the mosque would be carpooling, hence the request for the reduction in parking spaces. He assured the board that they would meet all of the zoning codes.

Mr. Sousa inquired about the types of services that would be performed at the building and asked about the number of attendees.

Mr. Painter replied that Friday afternoons would be the peak timeframe of traffic coming in and out of the facility.

Mr. Rozzi invited those in favor of this project to step forward.

Some residents came forward and conveyed their support for the mosque. They expressed their appreciation of this country for their freedom of speech and religion. Many believed the community to be one made up of a multitude of friendly residents who embraced differences with open arms. Likewise, they encouraged everyone to do the same with this religious institution's congregation.

Next, Mr. Rozzi invited those in opposition of this project to step forward.

A number of the residents expressed apprehension regarding the location of the mosque. Other concerns brought forward included the following: the over-abundance of traffic flow on the narrow rural road, decreased property values, increased taxes for maintenance of road improvements, loud noises, bright lighting, mounding/landscape buffering and environmental factors, such as an increase in pollutants and water erosion. Requests were made to table the issue until more data could be gathered.

Mr. Rozzi closed the floor to public comments to begin deliberations.

Mr. Darryl Cordrey indicated the zoning code was clear and the requirements had been met. However, he believed it would be a wrong move to approve the reduction of parking spaces due to traffic flow so overflow parking would not occur on the street.

Mr. Sousa gave assurance to the audience that the building would have a large septic holding tank which would get pumped out frequently. He also brought up traffic modifications would not affect the taxpayers. Mr. Sousa stated if changes were made, expenses would fall on the developer. However, he was concerned about the sensibility of requiring a sidewalk and wanted to consider mounding and landscaping buffering to lessen the impact to the residents.

Mr. Yoder addressed the lighting issue regarding traffic patterns from headlights of the cars.

Mr. Sousa questioned the need for the sidewalk.

Mr. Yoder answered that the BZA would be able to grant a variance only if the applicant applied for one.

Mr. Rozzi asked about the location of the exit, wondering if it could be altered so headlights wouldn't be shining in residents' homes.

Mr. Yoder replied the location was designated by ODOT.

Mr. Rozzi made a motion with a second from Mr. Cordrey to re-open the floor to public comments.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Mr. Rozzi asked the applicant if he had a proposed schedule of events or usage of the building.

Mr. Painter indicated he would ask Mr. David Darwiche to address the event schedule, as he was uncertain. However, he did mention the proposed drive was situated across from a Paper Street, since there was no residence at that location. He was still waiting on a reply from ODOT.

Mr. Darwiche came forward and explained his role (Construction Manager and Owner's Rep.)

Mr Rozzi inquired about the typical schedule for the mosque congregation.

Mr. Darwiche responded that the worship would be on Fridays around noon.

Mr. Sousa asked about the attendance outside of normal Friday services.

Mr. Darwiche responded that no more than 15 people would be coming in daily.

Mr. Rozzi made a motion with a second from Mr. Cordey to close the floor to public comments.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Mr. Yoder reminded everyone that this issue was solely on zoning only. He suggested for concerned residents to call the county engineer's office or ODOT for concerns outside of zoning-related issues.

Ms. Gehring noted the landscape code law dictated that landscape mounds could not be used in lieu of landscaping height, but the Board may have the option to request additional mounding.

Mr. Sousa asked what could be done to request mounds to reduce headlights intruding into residents' homes.

Mr. Yoder replied that they could ask the applicant about this consideration.

Mr. Rozzi made a motion with a second from Mr. Cordrey to re-open the floor to public comment once more.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Mr. Darwiche came forward and indicated that night-time traffic would be extremely minimal as the only group gathering would be for daytime prayer.

Mr. Painter advanced to the floor stating they had some evergreen shrubbery and trees that would diffuse headlights.

Mr. Rozzi made a motion with a second from Mr. Cordrey to close the floor to public comment again.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Police Chief, Scott Hughes, asked if a traffic impact study could be completed on Schlotman Road since this was not an ODOT controlled roadway.

Mr. Yoder gave affirmation that this could be requested.

Assistant Fire Chief, Dan Berkebile, expressed concerns about reducing the parking spaces. He stated if all parking spaces were full, people would resort to parking in fire lanes. He mentioned this would prove to be difficult should a medical or fire emergency take place.

Mr. Rozzi voiced his frustration with this situation, as the location is not ideal. He indicated they are bound by law but he had concerns about the traffic impact. He believed a traffic study at Schlotman Road would be beneficial.

Mr. Kurt Weber, of the Warren County Engineer's Office and the township's Fiscal Officer, noted that the proposed access was ODOT controlled. He stated a study at the intersection of 48 and Schlotman may be in order with the increase in traffic. He suggested that it would be helpful if everyone driving from Loveland to the northern part of the township would stay on Route 48.

Mr. Centers indicated if this plan was approved, he would make a request to ODOT for a traffic study.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve the site plan review of Hamkor UZ Mosque at 8665 State Route 48, Maineville, Ohio 45039 pending the following conditions: compliance to regulations of the Hamilton Township Zoning Code and meeting the requirements of all county organizations, along with requiring a minimum of 173 parking spaces.

Roll call as follows: Darryl Cordrey Yes
Joe Rozzi Yes
Mark Sousa Yes

Mr. Rozzi made a motion with a second from Mr. Cordrey to enter into a brief recess.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Mr. Rozzi made a motion with a second from Mr. Cordrey to come out of recess.

New Business

-Motion: To enter into contract with Bill Barnhill for a Concession Stand lease agreement at Testerman Park for the 2022/2023 baseball season.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve the Concession Stand lease agreement.

Roll call as follows: Darryl Cordrey Yes
Joe Rozzi Yes
Mark Sousa Yes

-Resolution 22-0407: Lighting District assessment compensation pursuant to O.R.C. 515.12.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve Resolution 22-0407.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

-Resolution 22-0407A: Disposal of obsolete property and equipment.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve Resolution 22-0407A.

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes
Joe Rozzi Yes

-Resolution 22-0407B: Codifying the zoning change located at 6426 State Route 48 from R-1 to B-2.

Mr. Rozzi made a motion with a second from Mr. Cordrey to approve Resolution 22-0407B.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Administrator's Report

Mr. Centers reviewed high level cost saving tactics on various items.

Next, he commented that he contacted ODOT regarding the tragic incident at Turning Leaf and 22. ODOT filled the pot holes, reached out for crash reports (after two accidents in one week) and were very responsive.

He then brought up the Stotler 2 Development. Mr. Centers mentioned that the County Commissioners voted 2 to 1 to bring a third party legal counsel for a prior agreement.

Mr. Centers put out a reminder stating Hamilton Township does not have a noise ordinance. With the warming weather, he anticipated that people would start sleeping with their windows open and may hear the trash vehicles more prominently.

He reminded everyone about the Easter Egg Hunt, which would take place on Sunday, April 10th at Testerman Park.

At that point, Mr. Centers then turned the floor over to Mr. Kenny Hickey.

Mr. Hickey mentioned that the Ohio Multi Agency Radio Communication System, the same band as all emergency services were upgradable. He indicated they wanted to replace them in the next couple of years. The cost would be \$3500 each, which would total \$35,000. If the board decided to replace them before June, it would save around \$3,000. Mr. Hickey stressed the necessity of replacing these in the next two years.

Mr. Centers commented that this expense was not budgeted, but they wanted to bring the topic to the board. He stressed that no decision would need to be made that night.

Mr. Hickey remarked that the required update for the fire and police systems would not need to be paid for since they were emergency services, however the road departments in Warren County would be responsible for payment since they were not considered emergency services.

As Mr. Weber had nothing notable to discuss, the floor was turned over to the trustees.

Trustee Comments

Mr. Sousa gave another reminder about the change of date for the Easter Egg Hunt, due to the weather. He then expressed his gratitude to the police, fire and EMS for their hard work and diligence.

Mr. Cordrey also thanked the emergency responders and for their continuous community engagement. He also gave thanks to the community for coming out to the meeting to express their feelings on the issues at hand. Mr. Cordrey made mention of the weather and hoped to see the return of sunshine and warmth in the upcoming days.

Likewise, Mr. Rozzi expressed appreciation to the police, fire and EMS staff. At that point, he shared that the crew of the USS Cincinnati would be in the township the next evening at a barbeque. He indicated they were part of a contingency that was brought here by a foundation

that enabled command staff and other members of the crew to tour their host city. The organization has been in Cincinnati since April 5th touring the sites and visiting dignitaries. He gave a warm welcome to the group.

Mr. Rozzi made a motion with a second from Mr. Cordrey to enter into executive session in reference to O.R.C. 121.22 (G) (1) and (G) (3).

- (G) (1): To consider the employment or compensation of a public employee.
- (G) (3): Conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Mr. Rozzi made a motion with a second from Mr. Cordrey to return from executive session at 10:52 p.m.

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes
Joe Rozzi Yes

Mr. Rozzi made a motion with a second from Mr. Cordrey to amend and renew the employment agreement with Mr. Brent Centers.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Adjournment

With no further business to discuss, Mr. Rozzi made a motion with a second from Mr. Cordrey to adjourn at 10:52 p.m.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

LEGISLATIVE COVER MEMORANDUM

Introduction: April 20, 2022

Effective Date: Next available date after passage

Agenda Item: **Motion**
To approve the Memorandum of Understanding adding Juneteenth to the Patrol Officers and the Police Clerks Contracts with the Fraternal Order of Police, Ohio Labor Council under Article 13, Section 13.8.

Submitted By: Scott Hughes

Scope / Description: This was requested by the Fraternal Order of Police to have Juneteenth formally added to the Patrol Officers and the Police Clerks Contracts.

Budget Impact: \$0

Vote Required for Passage: 2 of 3

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Hamilton Township Board of Trustees ("Township") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of Township Employees in the classification of Police Clerk as certified by the Ohio State Employment Relations Board. The Parties agree Article 13 of the current agreement set to expire December 31, 2022, will be amended to include Section 13.7 Juneteenth Holiday. The terms of this MOU are enforceable through the grievance procedure. All other Articles of the Agreement shall remain unchanged.

ARTICLE 13 HOLIDAY/VACATION/PERSONAL DAYS

Section 13.1 Recognized Holidays The following shall be recognized as holidays and entitle employees to Holiday Pay:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Christmas Eve	24 th day of December
Christmas Day	25 th day of December

Each employee will be scheduled off with pay on the day recognized by the Township as the holiday listed above. Holiday pay will be equal to ten (10) hours of pay.

Section 13.2 Vacation The hours of vacation per years of services are as follows:

One (1) year	Eighty (80) Hours
Eight (8) years	One Hundred twenty (120) Hours
Fifteen (15) years	One Hundred sixty (160) Hours
Twenty (20) Years	Two Hundred (200) Hours
Twenty-Five Plus	Extra week every year.

Section 13.3 - Posting Vacation Sign Up

Vacation sign up shall be done by way of online scheduling during the first week of January of each year. Employees shall apply for vacation leave within ten (10) working days. In cases of coinciding requests the most senior employee shall prevail. Vacation time requested during this period will not be denied.

Section 13.4 Vacation leave shall be taken by an employee during the year in which it is credited, unless approved by the Employer, in which case vacation may be carried

over and must be taken during the next calendar year. Requests to carry over vacation time will not be unreasonably denied. Vacation leaves in excess of two (2) weeks shall be paid at straight time in the last pay period of that year, unless a submitted request has been denied twice by a supervisor in which case the Employee shall be paid.

Section 13.5 - Vacation Request After Vacation Sign Up

Every reasonable effort will be made to grant the vacation leave as requested by an employee when done outside of the first ten (10) working days in January. Vacation request will be submitted thirty (30) days in advance of the actual desired date and granted by seniority on a first come first serve basis. Vacation time requested under this section shall be deemed approved if not specifically denied within five (5) working days of submission. Vacation requests may be changed at any time during the year. The change is subject to availability of coverage on the date and will have the written approval of the Chief.

Section 13.6 Personal Time The Township shall permit an Police Clerk a total of twenty-four (24) hours Personal Time per calendar year at straight time. The Police Clerk may take off work with prior approval. Police Clerks shall give fourteen (14) days' notice through the online scheduling software when requesting a personal day off unless otherwise agreed between the officer and his supervisor. Personal days may not be carried over from one year to the next year. Unused personal days shall lapse the end of each calendar year, unless at least two (2) requests have been denied, then the Employer will waive the carry over restriction. Management may move an Employees short day to the day used is possible.

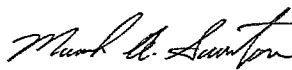
Section 13.7 Juneteenth Personal Day In addition to the three (3) personal days outlined in Section 13.6, each Police Clerk shall earn an additional regularly scheduled workdays' worth (8 hour shifts = eight (8) hours; 10 hour shifts = ten (10) hours) off, personal day in celebration of Juneteenth. This personal day shall be the first personal day used in each calendar year. The Police Clerk may take off work with prior approval. Police Clerks shall give fourteen (14) days written notice when requesting a personal day off unless otherwise agreed between the officer and his supervisor. Personal days may not be carried over from one year to the next year. Unused personal days shall lapse the end of each calendar year, unless at least two (2) requests have been denied, then the Employer will waive the carry over restriction.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2022.

**FOR: HAMILTON TOWNSHIP
BOARD OF TRUSTEES:**

**FOR: THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Trustee Darryl Cordrey



Mark A. Scranton, Field Staff Coordinator

Trustee Joseph Rozzi

Police Clerk Amy Scheeler

Trustee Mark Sousa

Kellie Krieger Human Resources

Township Administrator Brent Centers

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Hamilton Township Board of Trustees ("Township") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of Township Employees in the classification of Police Officer as certified by the Ohio State Employment Relations Board. The Parties agree Article 13 of the current agreement set to expire December 31, 2022, will be amended to include Section 13.8 Juneteenth Holiday. The terms of this MOU are enforceable through the grievance procedure. All other Articles of the Agreement shall remain unchanged.

ARTICLE 13 HOLIDAY/VACATION/PERSONAL DAYS

Section 13.1 Recognized Holidays The following shall be recognized as holidays and entitle employees to Holiday Pay:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Thanksgiving Day Post	4th Friday in November
Christmas Day	25th day of December

Each employee will receive holiday pay, paid at straight time, equal to the number of hours worked on the actual holiday for the holidays recognized. Employees that are scheduled off will receive (8) hours of pay.

Section 13.2 Holiday Pay In addition to receiving holiday pay for all hours worked on the actual holiday, any employee who starts working a shift on any of the holidays above shall be paid one and one-half (1½) times his/her regular rate of pay for all holiday hours worked. Employees called in to work on a Holiday will be paid overtime at one and one half (1 1/2) times their regular rate of pay for all hours worked in addition to the holiday time earned for being scheduled off.

Section 13.3 Vacation The hours of vacation per years of services are as follows:

One (1) year	Eighty (80) Hours
Eight (8) years	One Hundred twenty (120) Hours
Fifteen (15) years	One Hundred sixty (160) Hours
Twenty (20) Years	Two Hundred (200) Hours
Twenty-Five Plus	Extra week every year.

Section 13.4 - Posting Vacation Sign Up

Vacation sign up shall be done by way of the online scheduling during the first week of January of each year. Employees shall apply for vacation leave within ten (10) working days. In cases of coinciding requests the most senior employee shall prevail. Vacation time requested during this period will not be denied.

Section 13.5 Vacation leave shall be taken by an employee during the year in which it is credited, unless approved by the Employer, in which case vacation may be carried over and must be taken during the next calendar year. Requests to carry over vacation time will not be unreasonably denied. Vacation leaves in excess of two (2) weeks shall be paid at straight time in the last pay period of that year, unless a submitted request has been denied twice by a supervisor in which case the Officer shall be paid.

Section 13.6 - Vacation Request After Vacation Sign Up

Every reasonable effort will be made to grant the vacation leave as requested by an employee when done outside of the first ten (10) working days in January. Vacation request will be submitted thirty (30) days in advance of the actual desired date and granted by seniority on a first come first serve basis. Vacation time requested under this section shall be deemed approved if not specifically denied within five (5) working days of submission. Vacation requests may be changed at any time during the year. The change is subject to availability of coverage on the date and will have the written approval of the Chief. An officer may, upon approval by scheduling officer, move their short day to be included in requested vacation time.

Section 13.7 Personal Time The Township shall permit Officers a total of three regularly scheduled work days' worth (8 hour shifts = 24 hours; 12 hour shifts = 36 hours) of Personal Time per calendar year at straight time. The Officer may take off work with prior approval. Officer shall give fourteen (14) days through the online scheduling software when requesting a personal day off unless otherwise agreed between the officer and his supervisor. Personal days may not be carried over from one year to the next year. Unused personal days shall lapse the end of each calendar year, unless at least two (2) requests have been denied, then the Employer will waive the carry over restriction. Management may move an Employees short day to the day used is possible.

Section 13.8 Juneteenth Personal Day In addition to the three (3) personal days outlined in Section 13.7, each Officer shall earn an additional regularly scheduled workdays' worth (8 hour shifts = eight (8) hours; 12 hour shifts = twelve (12) hours) off, personal day in celebration of Juneteenth. This personal day shall be the first personal day used in each calendar year. The Officer may take off work with prior approval. Officers shall give fourteen (14) days written notice when requesting a personal day off unless otherwise agreed between the officer and his supervisor. Personal days may not be carried over from one year to the next year. Unused personal days shall lapse the end of each calendar year, unless at least two (2) requests have been denied, then the Employer will waive the carry over restriction.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2022.

**FOR: HAMILTON TOWNSHIP
BOARD OF TRUSTEES:**

Trustee Darryl Cordrey

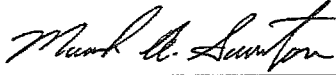
Trustee Joseph Rozzi

Trustee Mark Sousa

Kellie Krieger Human Resources

Township Administrator Brent Centers

**FOR: THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**



Mark A. Scranton, Field Staff Coordinator

Officer Chris Kaufholz

Officer James Schelldorf

LEGISLATIVE COVER MEMORANDUM

Introduction: April 20, 2022

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with KZF Design for the Fire Training Tower

Submitted By: Jason Jewett

Scope / Description: This will allow KZF Design to be the Criteria Architect and assist with the selection of a design builder for the Fire Training Tower Project.

Budget Impact: \$26,500.00

Vote Required for Passage: 2 of 3



MODIFIED STANDARD FORM OF CONTRACT FOR DESIGN-BUILD CRITERIA ARCHITECT SERVICES

The text of this document has been modified from the original DBIA Document No. 501.

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MODIFIED STANDARD FORM OF CONTRACT FOR DESIGN-BUILD CRITERIA ARCHITECT SERVICES

This model contract form is designed for use by an Owner who engages a criteria professional/owner's Criteria Architect to assist him in the selection of a design-builder using the competitive selection process (described in detail in the Design-Build Manual of Practice document number 202, "Competitive Acquisition of Design-Build Services". It also provides for the retention of the Criteria Architect after selection and award of a design-build contract, to assist during the design and construction phase.

This **AGREEMENT** is made as of the day this Agreement is executed by the Owner, by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

Board of Trustees for Hamilton Township
7780 South State Route 48
Maineville, Ohio 45039

Contact: Chief Jason Jewett

CRITERIA ARCHITECT:

(Name and address)

KZF Design
700 Broadway Street
Cincinnati, Ohio 45202

Contact: Scott F. Csendes, A.I.A., P.M.P

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

The Project is anticipated to consist of the design and construction of a new fire training tower. The scope of the Project is anticipated to be constructed using pre-manufactured and pre-assembled modular training units to provide a complete installation of a modular training structure. The modular training structure shall be used to provide training for firefighters in a controlled simulated environment, which is commensurate with actual fire conditions. All materials for the Project shall originate and be manufactured in the United States.

The Project is being procured using the design-build delivery model. The Criteria Architect was selected by Owner following the qualifications-based selection process outlined in Ohio Revised Code Section 153.71.

The terms of this Agreement apply to the entire Project, except where otherwise stated.

In consideration of the mutual covenants and obligations contained herein, Owner and Criteria Architect agree as set forth herein.

Article 1

Criteria Architect Basic Services

1.1 Criteria Architect's Basic Services are as set forth in **Exhibit A** to this Agreement. In the event of any inconsistency, the provisions of this Agreement shall control over any exhibit.

1.2 Design Criteria Phase for the Project.

1.2.1 In this phase, Criteria Architect shall provide the services provided in **Exhibit A** of this Agreement, including the following:

1.2.1.1 consult with the Owner to define and clarify the Owner's requirements for the Project, to identify and obtain available data regarding Owner's requirements and objectives and the existing site conditions for the Project;

1.2.1.2 identify, consult with, and analyze requirements of governmental authorities having jurisdiction;

1.2.1.3 coordinate and consult with the Owner's designated representatives to prepare the required Design Criteria for the Project to be used as the basis for engaging the Design-Builder. Such Design Criteria shall be in the form of a conceptual design and performance specifications as requested by Owner.

1.3 Procurement Phases.

Design-Builder Procurement Phase for the Project. In this phase, Criteria Architect's Basic Services are defined in **Exhibit A** to this Agreement, and shall include:

1.3.1 Assist the Owner by reviewing the documents prepared by the Owner's legal counsel;

1.3.2 Serve as limited advisor to the Owner's Evaluation Committee pursuant to OAC 153:1-6-02(C)(2)(a), if requested;

1.3.3 Participate in pre-proposal meeting with Owner's representatives and interested design-build firms, if requested by the Owner;

1.3.4 Attend pre-proposal meeting for the short-listed design-build firms, if requested by the Owner;

1.3.5 Assist the Owner in preparing addenda and responses to questions from the short-listed design-build firms, if requested by Owner;

1.3.6 Serve as limited advisor to the Evaluation Committee in evaluation of the design-build proposals based on the selection criteria and selection of the proposal that is determined to provide the best value for recommendation to the Owner;

1.3.7 Assist the Evaluation Committee, if requested, in presenting the Evaluation Committee's recommendation to the Owner.

1.4 Design and Construction Phases. In these phases, the Criteria Architect shall serve as the Owner's Representative and provide design review and construction administration services on behalf of the Owner in accordance with the agreement between the Owner and the Design-Builder, including but not limited to confirming that the design prepared by the design-build firm reflects the original design intent established in the Design Criteria for the Project as well as administration of the contract for the Project in accordance with the agreement between the Owner and its selected Design-Builder.

The Criteria Architect's services are defined in **Exhibit A** to this Agreement, and shall include:

1.4.1 Consult with the Owner and act as a representative of the Owner during design and construction phases;

1.4.2 Assist Owner in the selection of independent testing laboratories;

1.4.3 Participate in initial conferences between the Owner and Design-Builder after execution of the design-build contract for the Project;

1.4.4 Review submittals prepared by or for Design-Builder for the Project, including drawings, specifications, shop drawings and samples, and other submittals required for acceptability and conformance with the Design Criteria and Concept Drawings for the Project;

1.4.5 Assist Owner in review of the Design-Builder's Guaranteed Maximum Price ("GMP") Proposal for the Project, as requested by the Owner;

1.4.6 Make visits to the Site at intervals appropriate to the stage of construction (monthly, up to four visits which matches our proposal, weekly could be added to scope/fee but is not expected to be necessary for this project scope) for general (KZF is not technically performing "inspection" services, but observation for general compliance with the criteria documents, special inspections required by the building department they would be provided by an independent third party inspection firm) observation, meetings with the parties, and to determine in general if the Work is proceeding in a manner indicating that the Work, when fully completed, will be in accordance with the Design Criteria and approved design documents for the Project. On the basis of the site visits, the Criteria Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the applicable Design Criteria, approved design documents, and Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Design-Builder, and (3) defects and deficiencies observed in the Work of the Design-Builder.

1.4.7 Assist the Owner in issuing clarifications and interpretations of the Design Criteria and approved design documents for the Project;

1.4.8 Review and advise the Owner on change orders and change requests;

1.4.9 Advise the Owner as to the necessity of special inspections and to receive and review certifications of inspections, tests, etc.

1.4.10 Review and approve, in accordance with the requirements of the applicable contracts, the Design-Builder's requests for payment, including back-up documentation;

1.4.11 Conduct pre-occupancy and final inspections of the completed Work; and proposal includes one punch list visit, a back punch visit can be added to scope/fee;

1.4.12 Review the start-up and commissioning of the new equipment. Not included in proposal scope, can be added to scope / fee.

1.5 Standard of Care. The standard of care for all Criteria Architect services performed shall be the care and skill ordinarily used by members of the profession for similar projects taking into account any unique requirements of the Owner and the location of the Project ("Standard of Care").

1.6 Work Product. The Criteria Architect grants to the Owner full ownership of any work-product, data, materials, or reports prepared pursuant to the Contract Documents. The Criteria Architect shall obtain the necessary rights from its consultants and subcontractors, if any, consistent with the Contract Documents. These full ownership rights shall survive any termination of this Agreement. With respect to any work-product, data, materials, or reports prepared and equipment included in calculating the amount payable to

the Criteria Architect upon termination of this Agreement, such materials and equipment shall become the property of Owner upon payment to the Criteria Architect in accordance with the terms of this Agreement.

Article 2

Criteria Architect's Additional Services

2.1 Advance Authorization Required. Services by the Criteria Architect other than the Basic Services identified herein may be Additional Services. If authorized in writing by Owner, in accordance with this Agreement, the Criteria Architect shall furnish such Additional Services or obtain them from others. These services will be paid by the Owner as set forth in Article 5.

Article 3

Owner's Responsibilities

3.1 The Owner shall:

3.1.1 Provide Criteria Architect with available information as to Owner's requirements for the Project, including objectives and constraints, space, capability and performance requirements, security needs, and budgetary limitations.

3.1.2 To the extent it is available to Owner, Owner will furnish Criteria Architect any information pertinent to the Project including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.

Article 4

Times for Rendering Services

4.1 Time is of the essence. The Criteria Architect's obligations to render services hereunder will be for a period which may reasonably be required for the completion of said services.

4.2 Owner's Procurement Schedule Milestone dates: Criteria Architect must complete and obtain Owner's approval of Design Criteria by June 1, 2022.

Article 5

Payments to Criteria Architect

5.1 Basic Services. The Criteria Architect's total compensation for Basic Services shall not exceed \$26,500.00 as provided in **Exhibit A**, and Reimbursable Expenses as set forth in section 5.3.

5.2 Additional Services. Additional Services set forth in Article 2 will be performed based upon written, signed agreement between the Owner and Criteria Architect authorizing such Additional Services and setting forth the agreed-upon price. Additional Services will be compensated at Criteria Architect's hourly rates, unless a lump sum is agreed upon in writing. No Additional Services shall be performed without written, signed agreement between the Owner and Criteria Architect, prior to the performance of such services.

5.3 Reimbursable Expenses. Reimbursable Expenses include postage; printing of drawings and other documents beyond those copies necessary for the Owner's review and records and the Criteria Architect's own use; and lodging, meals, and transportation, which shall be billed at the GSA per diem rate in effect at the time of the execution of this Agreement, all at actual cost thereof. Owner shall not be billed for travel time and only Coach or Economy class travel shall be reimbursed.

The Criteria Architect shall bill Reimbursable Expenses as incurred with each monthly invoice and each time provide back-up documentation verifying such expenses and supplement that documentation with

any further documentation or information requested by Owner. Reimbursable Expenses must be submitted to the Owner no later than 30 days after such expense is incurred by the Criteria Architect. Criteria Architect's failure to submit Reimbursable Expenses as required herein will be an irrevocable waiver of Criteria Architect's right to reimbursement for such Reimbursable Expense.

5.4 Criteria Architect's Sub-Consultants' Charges. No Sub-Consultant charges are anticipated. Criteria Architect must receive written authorization from Owner prior to incurring any Sub-Consultant charges. Compensation for the services of Criteria Architect's Sub-Consultants shall be charged to Owner in the amounts billed to Criteria Architect without mark-up. Within ten (10) business days of receipt of Owner's payment made pursuant to this Agreement, the Criteria Architect shall pay all portions thereof due to subconsultants and suppliers.

5.5 Standard Hourly Rates. Standard Hourly Rates include salaries and wages paid to personnel in each billing class, plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

5.6 Progress Payments. Portions of the amounts contracted for Criteria Architect's services will be billed monthly based upon:

5.6.1 A progress payment basis, for the portions of Criteria Architect's services performed and for any Reimbursable Expenses, as defined herein and subject to Section 5.3. Where Criteria Architect's compensation is on the basis of hourly rates, each request for payment by Criteria Architect shall identify the number of staff-hours billed to the corresponding tasks, setting forth the corresponding hourly rate(s). The Criteria Architect shall at all times staff and perform the Work for the Project so as to achieve the greatest possible efficiency.

5.6.2 Subject to Section 5.4, authorized Sub-Consultant charges, if any, incurred during the billing month.

5.7 Other Provisions Concerning Payments.

5.7.1 Preparation of Invoices. Invoices will be prepared in a form that is satisfactory to Owner and calculated on the basis set forth herein and submitted to Owner once per month.

5.7.2 Payment of Invoices. Invoices are due and payable within 30 days of receipt. Amounts due and unpaid 30 days after the Owner's receipt of the Criteria Architect's invoice shall bear interest at the rate of 1-1/2%%.

5.7.3 Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

Owner may deduct from any amounts due or to become due to Criteria Architect sums equal to any indebtedness owed by Criteria Architect for labor or material or equipment or any other obligations of Criteria Architect on the Project for which Owner may be liable or as to which Owner has received notice from Criteria Architect or from any claimant. In the event of any breach by Criteria Architect of any provision or obligation of this Agreement, or in the event any sums are due Owner from Criteria Architect arising out of any other agreements or transactions between Owner and Criteria Architect, Owner shall have the right to retain out of and deduct from any payments due or to become due to Criteria Architect an amount sufficient to completely protect Owner from any and all loss, damage or expense, until Criteria Architect has satisfactorily remedied the breach to the satisfaction of Owner.

5.7.4 Payment Upon Termination. In the event of any termination under this Agreement, Criteria Architect will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

5.7.5 Acceptance of Work. No payment of any part of the Criteria Architect's compensation shall be deemed an acceptance of Criteria Architect's services. Owner shall not be required to make any payment at any time while Criteria Architect is in such default or any other default under this Agreement or any other agreement with Owner.

Article 6

General Conditions

6.1 Use of Documents.

6.1.1 All documents are instruments of service in respect to this Project and Criteria Architect shall retain an ownership and property interest therein whether or not the Project is completed.

6.1.2 Owner may make and retain copies of Criteria Architect's documents for information and reference in connection with use on the Project.

6.2 Responsibility for Design-Builder's Actions.

6.2.1 The Criteria Architect shall not be responsible for, nor have control of, Design-Builder's design or construction methods or procedures, and shall not be responsible for Design-Builder's failure to carry out its responsibilities under its contract with the Owner. The Criteria Architect shall not be responsible for, nor have control over, the acts or omissions of the Design-Builder or its subcontractors, agents or employees.

6.3 Criteria Architect's Insurance.

6.3.1 Prior to undertaking any work under this Agreement, the Criteria Architect, at no expense to the Owner, shall obtain and provide to the Owner, evidence of a policy or policies of insurance as enumerated below. The limits of liability for such required insurance policies shall not be less than the following, unless a greater amount is required by law. All policies shall be written by insurers acceptable to the additional insureds that have an A.M. Best's Rating of A- VII and are authorized to conduct business in the State of Ohio. All liability policies except Criteria Architect's Professional Liability policy shall include an additional insured endorsement naming the Owner, the Owner's Board members and the Owner's employees.

6.3.1.1 A policy of commercial general liability insurance, written on an occurrence form, including all of usual coverages known as:

6.3.1.1.1 Premises/Operations Liability

6.3.1.1.2 Products/Completed Operations

6.3.1.1.3 Personal/Advertising Injury

6.3.1.1.4 Explosion, Collapse, and Underground Property Damage

Said policy must provide the following minimum coverage: Bodily Injury and Property Damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Any deductible or self-insured retention must be disclosed and is subject to the Owner's approval.

6.3.1.2 A policy of commercial automobile liability, including coverage for owned, non-owned, leased or hired vehicles. Such policy must provide minimum coverage of \$1,000,000.00 per accident.

6.3.1.3 Workers' compensation as required by Ohio law.

6.3.1.4 A policy of professional liability ("errors and omissions") insurance to include the Criteria Architect, and all professional sub-consultants employed on the Project under this Agreements. The minimum limits of liability for this insurance shall be \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.

If such a policy is written on a claims made form, the retroactive date shall be prior to or coincident with the date of this Agreement. This insurance may be maintained by the Owner for the duration of this Agreement, plus an extended three year reporting period ("tail").

6.4 Termination.

6.4.1 The obligation to provide further services under this Agreement may be terminated:

6.4.1.1 For Cause.

6.4.1.1.1 by either party:

Upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice to correct its failure to perform and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt thereof, or as such period may be mutually extended.

6.4.1.1.2 by the Criteria Architect:

Upon ten (10) days written notice if the Criteria Architect's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Criteria Architect's control.

6.4.1.2 For Convenience.

6.4.1.2.1 by Owner effective upon the receipt of notice by Criteria Architect.

6.5 Controlling Law.

6.5.1 This Agreement is to be governed by the law of the state in which the Project is located.

6.6 Dispute Resolution.

6.6.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Criteria Architect and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.6.2 In the event that Criteria Architect files a claim or an action against the Owner, the Owner shall be entitled to make an offer of settlement of the claim to Criteria Architect at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Criteria Architect's claim is dismissed or found to be without merit, or if the damages awarded to Criteria Architect on its claim do not exceed the Owner's offer of settlement, Criteria Architect shall be liable to the Owner and shall reimburse the Owner for all attorney's fees, costs and expenses incurred by the Owner from the date of the offer of settlement

until the date of the final adjudication and resolution of Criteria Architect's claim.

6.6.3 Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the County where the Project is located, and each party hereby expressly consents to the jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

6.7 Notices.

6.7.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial courier service. All notices shall be effective upon the date of receipt.

6.8 Survival and Severability.

6.8.1 All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.

6.8.2 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Criteria Architect, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.9 Miscellaneous Provisions.

6.9.1 All communications between the Owner's legal counsel and the Criteria Architect, while the Criteria Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, is subject to the attorney-client privileged that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Criteria Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Criteria Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Criteria Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third-party. This paragraph is not intended to impede communications between the Criteria Architect and the Criteria Architect's counsel or between the Criteria Architect and any Contractor seeking a decision from the Criteria Architect on a claim or dispute related to the Project.

6.9.2 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

6.9.3 Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will

be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

6.9.4 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

6.9.5 Non-Discrimination. Criteria Architect agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Criteria Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Criteria Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- .3 That there shall be deducted from the amount payable to the Criteria Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by ORC Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

6.9.6 No Findings for Recovery. The Criteria Architect represents that the Criteria Architect is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Criteria Architect has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

6.9.7 Captions. The captions denoting paragraph of this Agreement shall have no application in the interpretation thereof; the language of the paragraph shall be fully controlling.

6.9.8 Notices. A Notice is any written notice to the Owner or the Criteria Architect. Written Notice to the Criteria Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Criteria Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Criteria Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

6.9.9 Assignment. This Agreement shall not be assigned in whole or in part, including the right to payments, by Criteria Architect without Owner's prior written consent. This Agreement may be assigned by Owner to any entity as required by financing, if any, and the Criteria Architect agrees to execute whatever assignment documents are required by such entity as are related to the financing as long as Criteria Architect's rights and obligations under this Agreement are not affected.

6.9.10 Exhibits incorporated into this Agreement.

Exhibit A: Criteria Architect's Revised Proposal, dated April 11, 2022, including Hourly Rates to the extent not inconsistent with this Agreement.

In executing this Agreement, Owner and Criteria Architect each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:
Hamilton Township Board of Trustees

CRITERIA ARCHITECT:
KZF Design

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer for the Hamilton Township, Board of Trustees hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date: _____

Fiscal Officer

LEGISLATIVE COVER MEMORANDUM

Introduction: April 20, 2022

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Eco Development for the lighting upgrades in the Administration Building.

Submitted By: Kenny Hickey

Scope / Description: This project will be a total cost of \$39,299.15 and the return of interest will be in 2.96 years projected. We will save \$1,000 a month in energy savings. The initial \$40,000 will be paid in about 40 months.

Budget Impact: \$39,299.15

Vote Required for Passage: 2 of 3



Customized LED Lighting Proposal

For:



**HAMILTON
TOWNSHIP**

7780 South State Route 48
Hamilton Twp., Ohio 45039

Administration Building

Brent Centers, Administrator
bcenters@hamilton-township.org
513-683-8520

Chase Conn, Eco Development – chase@eco-ems.com – 513-336-0777

The Date of this Proposal is December 29, 2021



Project Objective and Notes

Eco Development specializes in providing energy management services and efficient lighting solutions to organizations throughout the United States. Eco utilizes its technical expertise and leverages its relationships to ensure quality control and maximize return-on-investment (ROI). The following services and listed objectives will be provided for this project:

- Audit and Analysis
- Procurement of Product
- Project Management
- Installation
- Recycling and Disposal
- Product Warranty Claims
- Financing
- EPACT Consulting

Project Scope

The scope of this project is detailed within this proposal. Anything above and beyond what is counted, documented, and proposed is additional scope and there may be additional costs associated with approved project changes. Likewise, if discrepancies lessen scope, refunds can be generated. In our audits, we do our best to cover the communicated scope, but sometimes there can be errors, omissions or inaccessible parts of the building, which can account for discrepancies in quantities.

Product Manufacturer Warranty

All LED lamps are covered under original manufacturer's warranty. In this case, all fixtures are covered from the manufacturer for **5 years**. For specific warranty claims (product failure), Eco will facilitate product replacement with the product manufacturer.

Foot Candles (FCs)

The Occupational Safety and Health Administration (OSHA) is a government organization that sets regulations for the safety of employees at work. The Illuminating Engineering Society (IES) identifies and sets generally accepted lighting levels for different types of settings and environments. Eco considers and builds solutions that fit within both the legal standards and recommended standards. Eco has proposed solutions in this case, which will significantly reduce operating costs while increasing existing FC levels, significantly in some areas.

KW Savings and kWh Calculations

The data in the following pages is calculated from the usage of the existing fixtures and their configurations compared to those of the proposed. Payback considers energy savings as well as other contributory factors such as reduced maintenance costs, and heat reduction. Improved productivity, safety improvements, and general building improvements are not calculated or measured in this analysis. All solutions are specifically proposed to satisfy project requirements while maximizing quality and producing the ROI.

For the purposes of providing precise analysis comparing the energy costs of the existing environment with the proposed solution, we first calculate the average blended (all in) kWh rate used in the facility.

We then apply that rate to the calculated delta of kWh used for the existing and proposed solutions to find the savings of the new solution.

Installation

Installation for this project is expected to take 1-2 weeks and will be a non-invasive process. Prior to beginning installation, we will hold an onsite planning meeting to ensure a smooth process and to discuss all facets of the installation. The project cost includes all aspects of the installation process including all lifts, associated materials, and disposal.

Project Cost and Return on Investment

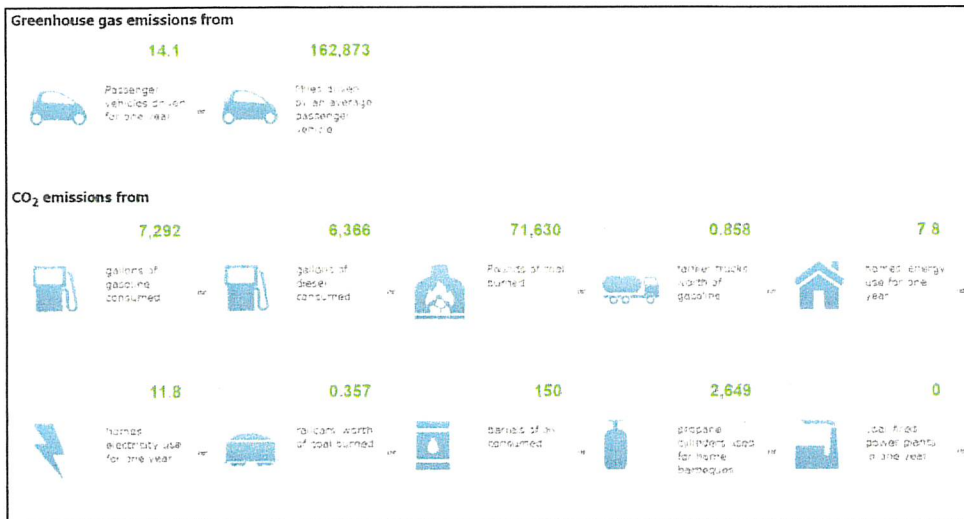
Financial Detail		
Energy Reduction		
kW Savings:	26.28	
Kilowatt-Hours (kWh) Reduced	91,447.44	
Wattage Percent Reduced	75.76%	
Savings Summary		
Existing Lighting Monthly Cost:	\$1,005.95	
Proposed Lighting Monthly Cost:	\$243.89	
Monthly Lighting Savings:	\$762.06	
Annual Lighting Savings:	\$9,144.74	
Annual HVAC Savings:	\$1,758.60	
Annual Maintenance, Repairs and Operations Savings (MRO):	\$2,383.80	
Total Annual Savings:	\$13,287.15	
Project Costs		
Project Gross Cost (Product, Installation and Disposal):	\$39,299.15	
Payback (Years):	2.96	
Annual Return on Investment (ROI):	33.81%	
Monthly Cost of Delay:	\$1,107.26	
Other Project Metrics		
Annual kWh Savings / Fixture:	262.78	
Annual Savings / Fixture:	\$38.18	
10- Year Savings:	\$134,864.56	
Product to be Installed		
206	LED 2x4 Flat Panel Troffer	Interior
46	LED Dulux Lamp Single	Interior
60	LED Type B 4FT Tube	Interior
8	LED 4ft Lensed Strip	Interior
6	LED A Lamp	Interior
3	LED MR16	Interior
15	LED 4ft Lensed Strip	Interior
2	LED Surface Wall Wrap	Interior
2	LED 2x2 Flat Panel Troffer	Interior
Area of Installation		

Commercial Lease Financing Option

A \$1 buy-out commercial lease is available for this project through Eco Development. The chart below shows stock rates for this project and measures the savings against the monthly payment showing four different options. In the event financing is sought, Eco will facilitate a formal customer application to produce an official offering for the financing.

Lease Term	24	36	48	60
Project Monthly Savings	\$1,107.26	\$1,107.26	\$1,107.26	\$1,107.26
Monthly Payment	\$1,931.16	\$1,322.18	\$1,016.87	\$830.50
Estimated Monthly Cash Flow	-\$823.90	-\$214.92	\$90.39	\$276.76

Environmental Impact – 91,447.44 Annual kWh Reduction



Notes and Next Steps

This proposal and its pricing are good for 60 days. At the time of committing to the project, the customer can generate a signed Purchased Order or this agreement can serve as the PO. Eco will then hold a pre-construction meeting on site to scheduling, access, logistics, storage, and other project details. Please let us know if you have any questions about this proposal and we will be in touch with you soon!

Terms and Conditions

1. **AGREEMENT:** This order shall not be binding to Eco Development, LLC (herein referred to as "Eco") until received and approved by Eco. This order contains the entire agreement between Hamilton Township (herein referred to as "The Buyer") and Eco. No change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom the claimed change is to be enforced. Issuance of a Purchase Order (PO) for products contained in this agreement also constitutes full acceptance of this agreement, which will prevail over any conflicting PO Terms that may be issued with the PO. If a PO is issued, Eco Terms and Conditions will prevail over Customer PO Terms and Conditions.
2. **PAYMENT:** 50% of the total project costs are due with the acceptance of this order and the remaining balance is due when the project specified in this agreement is complete. Late fee per month on balance past due is 2½%.
3. **PERFORMANCE:** Eco shall in no event be liable for delays in shipment or delivery, failure to manufacture, or other inability to perform this contract caused by acts of God, acts of the Buyer, fire, floods, epidemics, war, accidents, delays in transportation, inability to obtain necessary labor, materials,

components or manufacturing facilities, strikes, labor disputes, governmental control, or any other contingency whether like the forgoing, beyond Eco's control. Should any act of the Buyer delay Eco's performance under this Agreement, the period of such delay shall be added to Eco's time for performance.

4. TITLE: Title to the goods shall remain Eco's until the Buyer has paid the purchase price in full and if the said purchase price is not paid when due, Eco and its agents may, at its option and without prejudice to any other rights, enter any premises where the said goods are situated, and take possession and remove the goods without legal process. The Buyer hereby waives all claims for damages arising from such removal. Insurance coverage is the responsibility of the Buyer when product is delivered to the site.

5. INSTALLATION: Eco's approved contractors will perform the installation of equipment specified in this proposal. The Buyer will obtain any Building permits required for the project prior to product delivery. The Buyer will provide Eco's installers free and easy access to and from the places where the equipment is to be installed. The Buyer will also provide reasonably adequate heating, ventilation and other workers conditions to permit safe, proper installations. Existing wiring for new equipment will be used, unless job description specifies otherwise. The Buyer will also provide at its own expense the power that is required for proper installation and operation of the lighting. If required to perform the task, Eco will provide man-lift or bucket truck for installation, and the Buyer shall provide man-lift or bucket truck for maintenance. If Eco's installers cannot proceed with the work after delivery of the equipment because the Buyer is not properly prepared, a \$500 trip charge for each trip will be assessed to the Buyer (only applies when Eco's installers have been notified by the Buyer that the site is prepared). In furnishing and installing the Equipment, Eco will be deemed a vendor of personal property and not a construction contractor. If significant wiring difficulties exist, and are found during installation, or voltage in building is not consistent with what has been verified, Eco reserves the right to adapt this quote as necessary to best complete the work outlined in this agreement. Any change orders affecting wiring, voltage, or cost will be approved by the Buyer and Eco. Eco reserves the right to substitute equipment, conditioned upon maintaining original equipment specification and equal to or better quality.

6. DISCLAIMER OF LIABILITY: Eco shall not be liable for loss of profits, incidental, consequential, liquidated or any other damages arising from the sale and/or installation of its product.

7. CANCELLATION: Return shipments of material will not be allowed. This is a non-cancelable agreement since the equipment is specifically ordered for the Buyer. If the Buyer has a change in circumstance, a hold may be requested on the equipment. Payment must then be paid in full.

8. REMEDIES LIMITED: Eco will either repair or furnish a replacement part for equipment sold by Eco which, upon inspection, is determined to be defective under manufacturer's warranty, and will correct any installation made under its direction which is defective. Manufacturer's warranty applies to all products unless noted otherwise. The foregoing sets forth the Buyer's sole remedy for any defects in the



equipment or work for which Eco is responsible. Without limiting the generosity of the foregoing, Eco shall in no event be liable for loss of money, other valuables, profits or incidental, consequential or any other damages resulting from the loss of use or malfunction of any equipment sold by Eco, whether foreseeable by Eco and whether due to Eco's negligence.

9. CLAIMS: Any claims against Eco must be made in writing within ten days after delivery of equipment. The claim must be directed to Eco's Mason, OH office. Failure to make any claims against Eco within such ten-day period will constitute acceptance of the equipment and waiver of any claims.

10. INTERPRETATION AND FEES: The laws of the State of Ohio (Warren County) shall be venue. Should Eco incur attorney fees involving monies owed or other disputes relating this agreement, Buyer will be responsible.

11. CAPACITY RIGHTS: If capacity rights are available for registration, Buyer assigns the capacity rights of any demand savings created from the energy efficiency project to Eco Development.

Authorized by: Hamilton Township

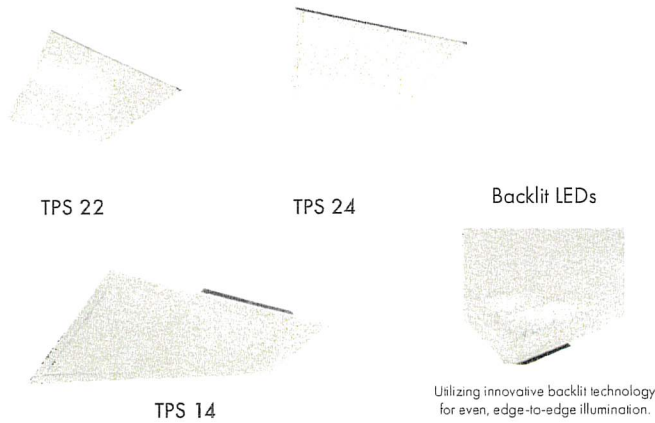
Date

Accepted by: Eco Development

Date

PROJECT:	_____
CATALOG #:	_____
FIXTURE TYPE:	_____
NOTES:	_____

TPS G1 Selectable LED Backlit Panel



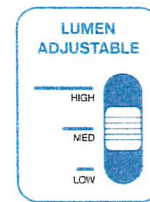
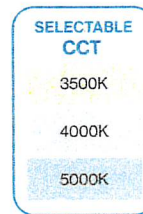
The **TPS G1 Selectable Backlit Panel Series** is well designed with innovative backlit technology for even, edge-to-edge illumination that covers the entire surface of the panel. This versatile flat panel is available in three sizes and features 3 Selectable Color Temperatures and 3 Lumen Adjustable Levels. Easy to install and built to last, this luminaire is perfectly suited for a wide variety of applications including schools, offices, and medical facilities.

APPLICATIONS

Commercial, Educational, Healthcare Facilities, Medical, Offices, and Retail, etc.

PERFORMANCE INFORMATION

SIZE	SERIES NUMBER	ADJUSTABLE WATTAGE	LUMENS	SELECTABLE CCT
1' x 4'	TPS 14 30 G1 FSK	25W	2,900	3500K 4000K 5000K
	TPS 14 35 G1 FSK	30W	3,390	
	TPS 14 45 G1 FSK	40W	4,400	
2' x 2'	TPS 22 30 G1 FSK	25W	2,900	
	TPS 22 35 G1 FSK	30W	3,390	
	TPS 22 45 G1 FSK	40W	4,400	
2' x 4'	TPS 24 35 G1 FSK	30W	3,480	
	TPS 24 45 G1 FSK	40W	4,520	
	TPS 24 55 G1 FSK	50W	5,500	



Adjustable Wattage switch is located on the back of the luminaire to easily select your desired wattage range.

ORDERING GUIDE				EXAMPLE: TPS 14 30 G1 FSK		
Luminaire Type	Size and Lumen Output	Generation	Voltage	CCT	Finish	Options
<input type="checkbox"/> TPS Selectable Backlit Panel Series	<input type="checkbox"/> 14 1' x 4' 30/35/45 2,900/3,390/4,400 Lumens <input type="checkbox"/> 22 2' x 2' 30/35/45 2,900/3,390/4,400 Lumens <input type="checkbox"/> 24 2' x 4' 35/45/55 3,480/4,520/5,500 Lumens	<input type="checkbox"/> G1	<input type="checkbox"/> BLANK = 120-277V	<input type="checkbox"/> FSK = Selectable CCT (3500K, 4000K, 5000K)	<input type="checkbox"/> BLANK = White	<input type="checkbox"/> BLANK =No options <input type="checkbox"/> EL UNV-8W-PANEL = Emergency Driver 8W

Due to continuous product improvements, specification and/or equipment updates may change without notice.

SPECIFICATIONS

HOUSING

Light weight aluminum frame housing.

AMBIENT TEMPERATURE

Suitable for use in -20°C to 45°C (-4°F to 113°F)

MOUNTING

Surface, Recessed, and Suspension Cable mounting with customized accessories available.

EFFICACY

110 lumens per watt (see individual wattage data)

CCT AND CRI

3500K, 4000K and 5000K CCT available; 80+CRI

OPTICS

White frosted diffuser

WARRANTY

5-year limited warranty. Comprehensive warranty terms can be located on www.slgus.com.

ELECTRICAL

50/60Hz Operation with 120-277V input. Standard 0-10V dimming.

FINISH

Standard Polyester Powder White finish.

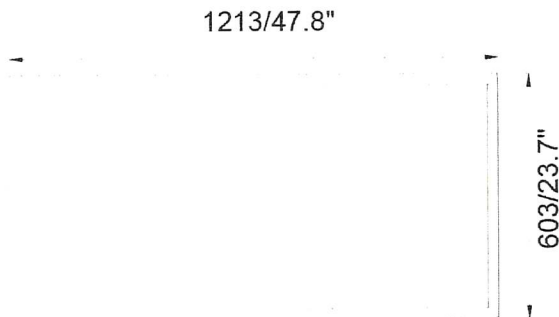
CERTIFICATIONS

UL Listed for damp locations. FCC compliant. RoHs compliant. Design Lights Consortium® (DLC) Standard 5.0 qualified product. Not all versions of this product may be DLC qualified. Please visit www.slgus.com to confirm which versions are qualified.

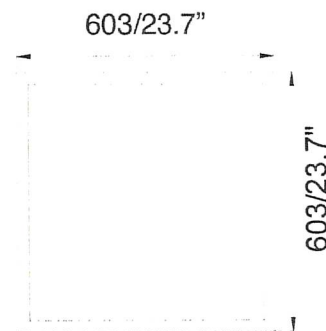
DIMENSIONS



TPS 14
Depth: 1.6 in.
Weight: 5 lbs.



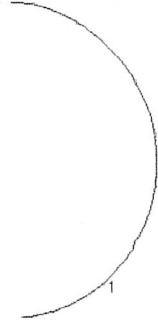
TPS 24
Depth: 1.6 in.
Weight: 10 lbs.



TPS 22
Depth: 1.6 in.
Weight: 6 lbs.

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PHOTOMETRIC DATA



TPS 22 35 G1 FSK

Lumens: 3,390 Lumens
 Power: 30W
 Efficacy: 110 lm/W
 Beam Angle: 120°
 Spacing Criterion: 1.28



TPS 24 45 G1 FSK

Lumens: 4,520 Lumens
 Power: 40W
 Efficacy: 110 lm/W
 Beam Angle: 120°
 Spacing Criterion: 1.30

ELECTRICAL DATA

Watt	Current (A)			
	120V	208V	240V	277V
25W	0.21	0.12	0.10	0.09
30W	0.25	0.14	0.13	0.11
40W	0.25	0.14	0.13	0.11
50W	0.25	0.14	0.13	0.11

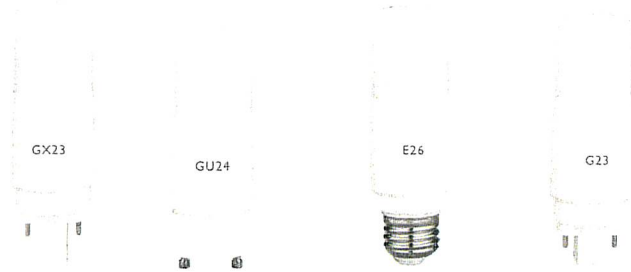
PERFORMANCE DATA

SERIES NUMBER	WATT	VOLTAGE	3500K	4000K	5000K	MOUNTING HEIGHT	MAX. EFFICACY
			LUMEN	LUMEN	LUMEN		
TPS 14 30 G1 FSK	25	120-277V	2900	2925	2950	7-12'	111
TPS 14 35 G1 FSK	30	120-277V	3390	3420	3450	7-12'	111
TPS 14 45 G1 FSK	40	120-277V	4400	4400	4480	7-12'	111
TPS 22 30 G1 FSK	25	120-277V	2900	2925	2950	7-12'	111
TPS 22 35 G1 FSK	30	120-277V	3390	3420	3450	7-12'	111
TPS 22 45 G1 FSK	40	120-277V	4400	4400	4480	7-12'	111
TPS 24 35 G1 FSK	30	120-277V	3480	3510	3540	7-12'	111
TPS 24 45 G1 FSK	40	120-277V	4520	4560	4600	7-12'	111
TPS 24 55 G1 FSK	50	120-277V	5500	5550	5600	7-12'	111

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PROJECT:	_____
CATALOG #:	_____
FIXTURE TYPE:	_____
NOTES:	_____

STICK PL Retrofit LED Lamp - Type B



PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
5PL01 E26LED30S	5W	500	3000K
7PL01 E26LED30S	7W	700	3000K

The *Stick PL Retrofit LED Lamp - Type B* comes with E26, GU24, G23, G24Q, or G24D base option is ideal for replacing 13W and 18W CFL bulbs. This lamp is 6" Can suitable and operates on 120-277V for a simple retrofit solution that can be applied in a variety of commercial and residential applications.

APPLICATIONS

Wall Sconces, Recessed Cans, Ceiling Fixtures, Step Lighting, etc.

REPLACEMENT

5W: 13W CFL Replacement

7W: 18W CFL Replacement

ORDERING GUIDE					EXAMPLE: 5 PL01 E26 LED30S
Power	Version	Base	CCT**	Finish	
<input type="checkbox"/> 5=5W	<input type="checkbox"/> PL01	<input type="checkbox"/> E26 <input type="checkbox"/> GU24 <input type="checkbox"/> G23 * <input type="checkbox"/> GX23 * <input type="checkbox"/> G24Q <input type="checkbox"/> G24D *	<input type="checkbox"/> LED30S=3000K	<input type="checkbox"/> BLANK=White	
<input type="checkbox"/> 7=7W					

* G23, GX23, G24D can be compatible with magnetic ballast or line voltage 120-277VAC

** Additional CCT available. Please contact sales.

Due to continuous product improvements, specification and/or equipment updates may change without notice.

SPECIFICATIONS

HOUSING

Die cast aluminum heat sink

AMBIENT TEMPERATURE

Suitable for use in -4°F to 105°F

EFFICACY

Up to 100 lumens per watt (see individual wattage data).

CCT AND CRI

3000K CCT available; 80 CRI

OPTICS

Beam angle 260°

WARRANTY

5-year limited warranty. Comprehensive warranty terms can be located on www.slgus.com.

ELECTRICAL

120-277VAC, 50/60 Hz

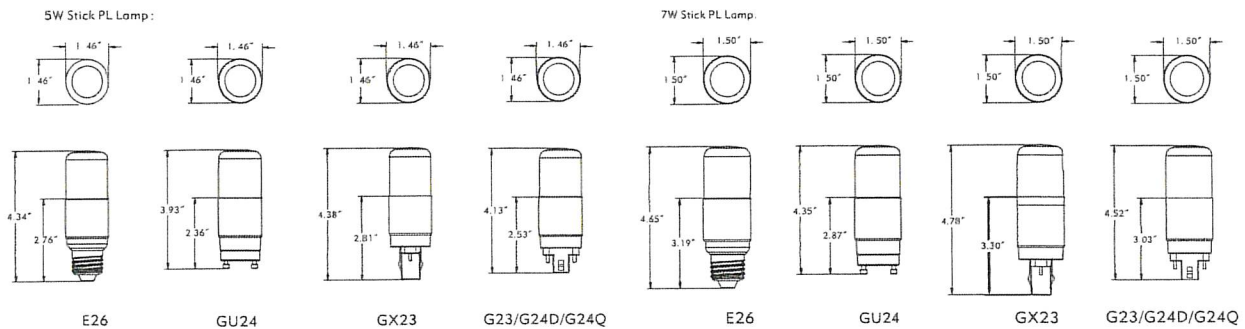
POWER FACTOR

High power factor above 90%.

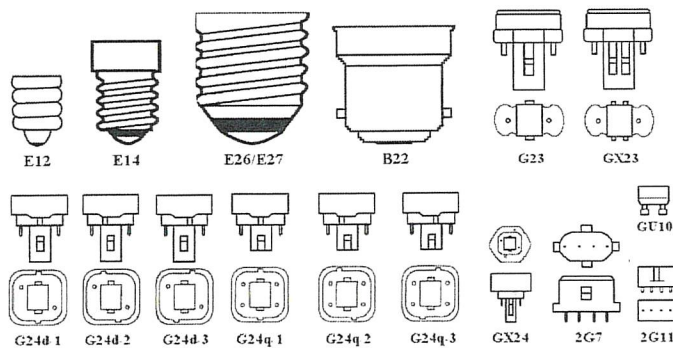
CERTIFICATIONS

UL listed for wet locations. FCC Listed. ROHS. Listed.

DIMENSIONS



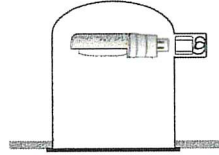
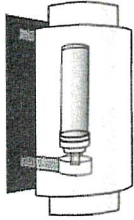
BASE OPTIONS



Due to continuous product improvements, specification and/or equipment updates may change without notice.

ENCLOSED FIXTURE

NON-ENCLOSED FIXTURE



PERFORMANCE DATA

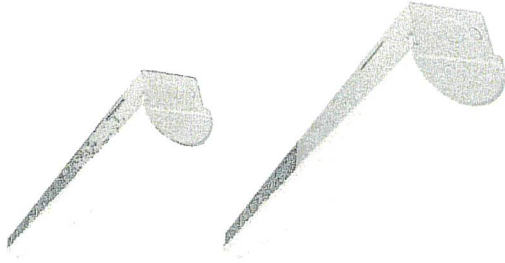
	SPECIFICATION	5W DATA
PERFORMANCE	CCT	3000K
	Lumens Output	500 Lm
	Efficacy	100 Lm/W
ELECTRICAL	Input Power	120-277 VAC 50/60 Hz
APPLICATION	Environment	Dry and Damp

	SPECIFICATION	7W DATA
PERFORMANCE	CCT	3000K
	Lumens Output	700 Lm
	Efficacy	100 Lm/W
ELECTRICAL	Input Power	120-277 VAC 50/60 Hz
APPLICATION	Environment	Dry and Damp

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PROJECT: _____
 CATALOG #: _____
 FIXTURE TYPE: _____
 NOTES: _____

TSC Industrial Strip Contractor Series Gen 1



TSC 4 ft

TSC 8 ft

The TSC Industrial Strip Contractor Series Gen 1 has deformed housing with convertible end plates to create a continuous row of illumination. This sleek luminaire is available in two sizes 4 ft and 8 ft with a width of 3.3" that is ideal for retrofit T8 lengths or new construction applications for commercial, industrial, retail and residential.

APPLICATIONS

Warehouses, Retail stores, Utility, and Fabrication areas, etc.

REPLACEMENT

1 Lamp T8 32W, 2 Lamp T8 32W, 3 Lamp T8 32W,
 4 Lamp T8 32W, 2 Lamp T5HO 54W



DLC 5.0



PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
TSC 4 30 G1 4K	25W	3,250	4000K
TSC 4 30 G1 5K	25W	3,350	5000K
TSC 4 45 G1 4K	35W	4,550	4000K
TSC 4 45 G1 5K	35W	4,550	5000K
TSC 4 60 G1 4K	45W	5,850	4000K
TSC 4 60 G1 5K	45W	5,850	5000K
TSC 8 85 G1 4K	65W	8,450	4000K
TSC 8 85 G1 5K	65W	8,450	5000K
TSC 8 100 G1 4K	75W	9,750	4000K
TSC 8 100 G1 5K	75W	9,750	5000K

OPTIONS



HBP-112-L7-OEM



BRI819P-B-D



EL UNV-10W

ORDERING GUIDE

EXAMPLE: TSC 4 45 G1 5K

Luminaire Type	Size	Lumen Output	Generation	Voltage	CCT	Finish	Options
<input type="checkbox"/> TSC Industrial Strip Contractor Series	<input type="checkbox"/> 4= 4 ft	<input type="checkbox"/> 30 3,350 Lumens <input type="checkbox"/> 45 4,550 Lumens <input type="checkbox"/> 60 5,850 Lumens	<input type="checkbox"/> G1	<input type="checkbox"/> BLANK= 120-277V	<input type="checkbox"/> 4K 4000K <input type="checkbox"/> 5K 5000K	<input type="checkbox"/> BLANK= White	<input type="checkbox"/> BLANK= No Option <input type="checkbox"/> HBP-112-L7-OEM= High/Low-Bay PIR On/Off Sensor <input type="checkbox"/> BRI819P-B-D= PIR Motion/Photo Sensor, 120/277V AC, 1-10V Dimming (Choose one) <input type="checkbox"/> L1= 360° Lens (Max. 25ft mounting height) <input type="checkbox"/> L2= 360° Lens (Max. 40ft mounting height) <input type="checkbox"/> EL UNV-10W= Emergency Backup Controller <input type="checkbox"/> RC-TSC G1= Row connector <input type="checkbox"/> WG-TSC 4 G1= 4 ft wire guards
	<input type="checkbox"/> 8= 8 ft	<input type="checkbox"/> 85 8,450 Lumens <input type="checkbox"/> 100 9,750 Lumens					

Due to continuous product improvements, specification and/or equipment updates may change without notice.

SPECIFICATIONS

HOUSING

Body consists of fabricated 22ga steel

AMBIENT TEMPERATURE

Suitable for use in -20°C to 50°C (-4°F to 122°F)

MOUNTING

Surface mounting

EFFICACY

Up to 130 lumens per watt (see individual wattage data)

CCT AND CRI

4000K and 5000K CCT available; 80+CRI

OPTICS

Frosted acrylic lens.

WARRANTY

5-year limited warranty. Comprehensive warranty terms can be located on www.slgus.com.

ELECTRICAL

High quality constant-current drivers rated for 50/60Hz operation, 120-277V input. Standard 0-10V dimmer.

ENERGY DATA

Power factor above 90%.

LIFETIME

L70 > 50,000 hrs @ 25°C

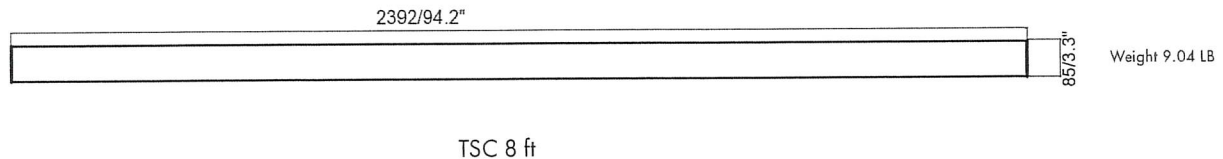
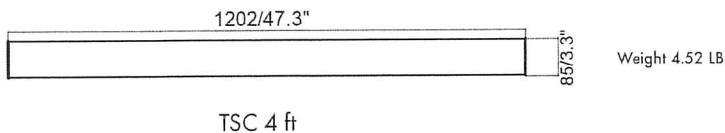
FINISH

White Polyester Powder coat with 88% reflectivity, painted after fabrication.

CERTIFICATIONS

UL Listed for damp locations. Design Lights Consortium® (DLC) Premium 5.0 qualified product. Not all versions of this product may be DLC qualified. Please visit www.slgus.com to confirm which versions are qualified.

DIMENSIONS



Due to continuous product improvements, specification and/or equipment updates may change without notice.

OPTIONS



HBP-112-L7-OEM
High/Low-Bay PIR On/Off Sensor

The **HBP-112-L7-OEM** on/off PIR motion sensor ideal for warehouses, distribution centers, gymnasiums, and other indoor applications.

Operation Voltage	Mounting Height	Coverage	Shape	Adjustable Time Delay	Operating Temperature	Applications
120V/ 277V/ 347V	15-40 ft	2.5x Height*	Cone	5/10/15/20/30 min. Default 15 min.	0°C to 70°C 32°F to 158°F	Indoor Only

* Covers a 100 ft diameter when the mounting height is 40 ft.



BRI819-P-B-D
Motion Sensor, 1-10V Dimming

The **BRI819-P-B-D** provides multi-level occupancy control with 1-10V adjustable dimming. This motion sensor can be attached externally to the fixture. Requires L1 or L2 lens depending on the mounting height.

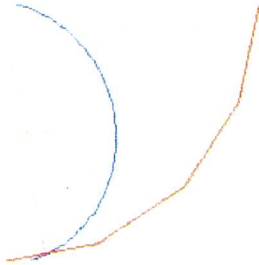
Operation Voltage	Shape	Adjustable Time Delay	Operation Temperature	Mounting Height for L1	Mounting Height for L2
120/277V	Cone	10 sec - 60 min (adjustable)	-40°F to 167°F (-40°C to 75°C)	Max 25ft*	Max 40ft**

* Covers a 30 ft diameter when the mounting height is 25 ft.

** Covers a 60 ft diameter when the mounting height is 40 ft.

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PHOTOMETRIC



TSC 4 60 G1 4K

ELECTRICAL LOAD

Series Number	Wattage	Current (A)			
		120V	208V	240V	277V
TSC 4 30 G1 5K	25W	0.21	0.12	0.10	0.09
TSC 4 45 G1 5K	35W	0.29	0.17	0.15	0.13
TSC 4 60 G1 5K	45W	0.38	0.22	0.19	0.16
TSC 8 85 G1 5K	65W	0.54	0.31	0.27	0.23
TSC 8 100 G1 5K	75W	0.63	0.36	0.31	0.27

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PROJECT: _____
 CATALOG #: _____
 FIXTURE TYPE: _____
 NOTES: _____

TR Surface Wraparound Gen 2



The TR G2 Series Surface Wraparound delivers industry-leading performance with substantial energy savings compared to traditional fluorescent lighting. The curved diffuser provides even light distribution with minimum number of fixtures needed. This luminaire comes in lumen packages 3,900 to 5,280 lumens and color temperatures 3500K, 4000K and 5000K. Optional emergency battery backup is available.

APPLICATIONS

Commercial and Retail spaces including Offices, Conference rooms, etc.

REPLACEMENT

2 Lamp T8 32W and 3 Lamp T8 32W

PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
TR 4 39 G2 35K	30W	3,900	3500K
TR 4 39 G2 4K	30W	4,050	4000K
TR 4 39 G2 5K	30W	4,050	5000K
TR 4 52 G2 35K	40W	5,200	3500K
TR 4 52 G2 4K	40W	5,200	4000K
TR 4 52 G2 5K	40W	5,280	5000K

OPTIONS



HBP-112-L7-OEM BRI819P-B-D EL UNV-10W

ORDERING GUIDE							EXAMPLE: TR 4 39 G2 5K
Luminaire Type	Size	Lumen Output	Generation	Voltage	CCT	Finish	Options
<input type="checkbox"/> TR Surface Wraparound	<input type="checkbox"/> 4= 4 ft	<input type="checkbox"/> 39 4,050 Lumens <input type="checkbox"/> 52 5,200 Lumens	<input type="checkbox"/> G2	<input type="checkbox"/> BLANK= 120-277V	<input type="checkbox"/> 35K 3500K <input type="checkbox"/> 4K 4000K <input type="checkbox"/> 5K 5000K	<input type="checkbox"/> BLANK= White	<input type="checkbox"/> BLANK= No Option <input type="checkbox"/> HBP-112-L7-OEM= High/Low-Bay PIR On/Off Sensor <input type="checkbox"/> BRI819P-B-D= PIR Motion/Photo Sensor, 120/277V AC, 1-10V Dimming (Choose one) <input type="checkbox"/> L1= 360° Lens (Max. 25ft mounting height) <input type="checkbox"/> L2= 360° Lens (Max. 40ft mounting height) <input type="checkbox"/> EL UNV-10W= Emergency Backup Controller

Due to continuous product improvements, specification and/or equipment updates may change without notice.

SPECIFICATIONS

HOUSING

Body consists of fabricated 22ga steel

AMBIENT TEMPERATURE

Suitable for use in -20°C to 45°C (-4°F to 113°F)

MOUNTING

Surface mount

EFFICACY

Up to 120 lumens per watt (see individual wattage data)

CCT AND CRI

3500K, 4000K, and 5000K CCT available; 82 CRI

OPTICS

Volumetric illumination specular reflector with frosted acrylic lens.

WARRANTY

5-year limited warranty. Comprehensive warranty terms can be located on www.slgus.com.

LIFETIME

L70 TM-21 @ 70°C >100,000 HRS

ELECTRICAL

High quality constant-current drivers rated for 50/60Hz operation, 120-277V input. Standard 0-10V dimmer.

ENERGY DATA

Power factor above 90%.

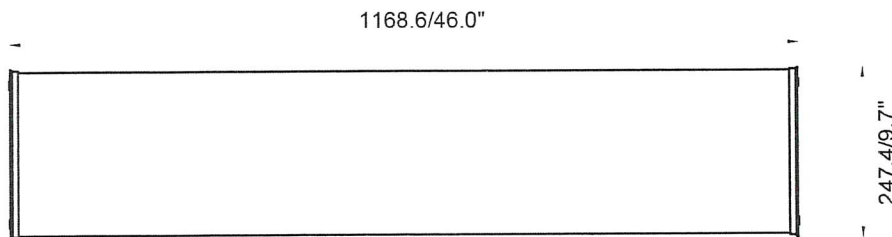
FINISH

White Polyester Powder finish.

CERTIFICATIONS

UL Listed for damp and dry locations. FCC compliant. RoHs compliant. Design Lights Consortium® (DLC) Premium 5.0 qualified product. Not all versions of this product may be DLC qualified. Please visit www.slgus.com to confirm which versions are qualified.

DIMENSIONS



Depth: 3.41 in

Weight: 9.48 lb

Due to continuous product improvements, specification and/or equipment updates may change without notice.

OPTIONS



HBP-112-L7-OEM
High/Low-Bay PIR On/Off Sensor

The **HBP-112-L7-OEM** on/off PIR motion sensor is ideal for warehouses, distribution centers, gymnasiums, and other indoor applications.

Operation Voltage	Mounting Height	Coverage	Shape	Adjustable Time Delay	Operating Temperature	Applications
120V/ 277V/ 347V	15-40 ft	2.5x Height*	Cone	5/10/15/20/30 min. Default 15 min.	0°C to 70°C 32°F to 158°F	Indoor Only

*Covers a 100 ft diameter when the mounting height is 40 ft.



BRI819-P-B-D
Motion Sensor, 1-10V Dimming

The **BRI819-P-B-D** provides multi-level occupancy control with 1-10V adjustable dimming. This motion sensor can be attached externally to the fixture. Requires L1 or L2 lens depending on the mounting height.

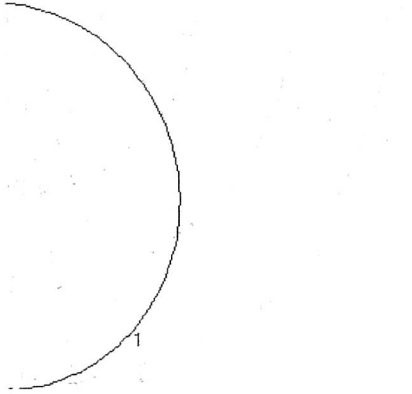
Operation Voltage	Shape	Adjustable Time Delay	Operation Temperature	Mounting Height for L1	Mounting Height for L2
120/277V	Cone	10 sec - 60 min (adjustable)	-40°F to 167°F (-40°C to 75°C)	Max 25ft*	Max 40ft**

*Covers a 30 ft diameter when the mounting height is 25 ft.

**Covers a 60 ft diameter when the mounting height is 40 ft.

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PHOTOMETRIC



TR 4 52 G2 4K

ELECTRICAL LOAD

		Current (A)			
Series Number	Wattage	120V	208V	240V	277V
TR 4 39 G2 35K/4K/5K	30W	0.25	0.14	0.13	0.11
TR 4 52 G2 35K/4K/5K	40W	0.33	0.19	0.17	0.14

Due to continuous product improvements, specification and/or equipment updates may change without notice.



DIRECT DRIVE LED

LINE VOLTAGE T8 TUBES

KT-LED15T8-48GC-840-D /G3

T8 LED LAMP

DESCRIPTION

15W T8 LED | 4000K | >83 CRI | High Efficiency



- LAMP TYPE:** Linear
- BULB TYPE:** T8 LED
- BASE TYPE:** G13 (Medium Bi-Pin)
- WATTAGE:** 15W
- COLOR TEMPERATURE:** 4000K
- COLOR RENDERING INDEX (CRI):** >83
- WARRANTY:** 5 Years



PRODUCT FEATURES

- Replacement for Conventional Fluorescent Lamp
- 50,000+ Hour Lifetime
- Approximately 40% More Energy Efficient than Standard F32T8 Lamps
- Environmentally Friendly: No Mercury Used
- Instant Startup
- Frosted Lens Eliminates Pixelation
- UL Classified; Listed on DLC Qualified Product List
- Operating Temperature: -20°C/-4°F to 45°C/113°F
- Integral Driver (Isolated), Eliminates the Need for External Driver or Ballast
- 110+ Lumens per Watt
- Improved Lamp Durability with Shatterproof Coated Glass, designed to pass drop tests of 6' on hard surface
- ETL Sanitation Listed NSF/ANSI Standard 2 - Food Equipment, Splash Zone (Not for Direct Food Zone without additional fixture considerations)

OPERATING SPECIFICATIONS

ELECTRICAL CHARACTERISTICS

Input Voltage	Power Consumption	Power Factor	Input Current
120-277Vac	15W	>0.9	0.16A @ 120V 0.07A @ 277V

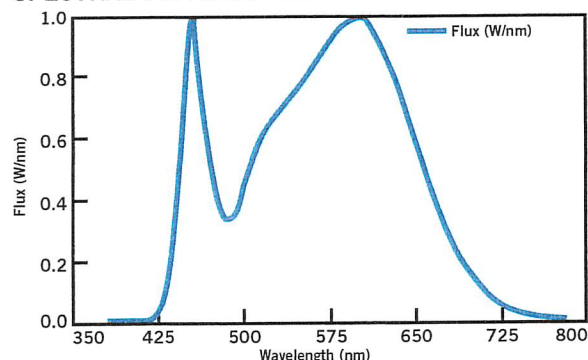
PHOTOMETRIC CHARACTERISTICS

Color Temperature (CCT)	4000K
Luminous Flux	1850 lm
Color Rendering Index (CRI)	>83
Efficacy	121 lm/W
Beam Angle	240°
Visible Light Area	325°

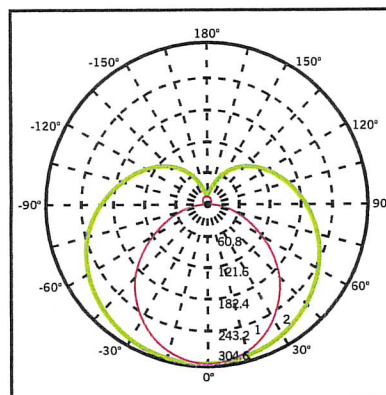
RATED LIFE

L70 (Hours)	50,000
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SPECTRAL DISTRIBUTION



POLAR CANDELA DISTRIBUTION



Maximum Candela = 1248.55
Located at Horizontal Angle = 0,
Vertical Angle 0

1. Violet Vertical Plane through Horizontal Angles (90-270)
2. Green Vertical Plane through Horizontal Angles (0-180)



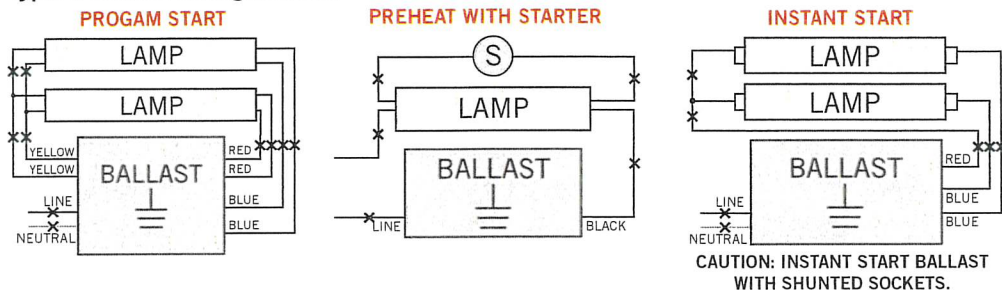
KT-LED15T8-48GC-840-D /G3

T8 LED LAMP

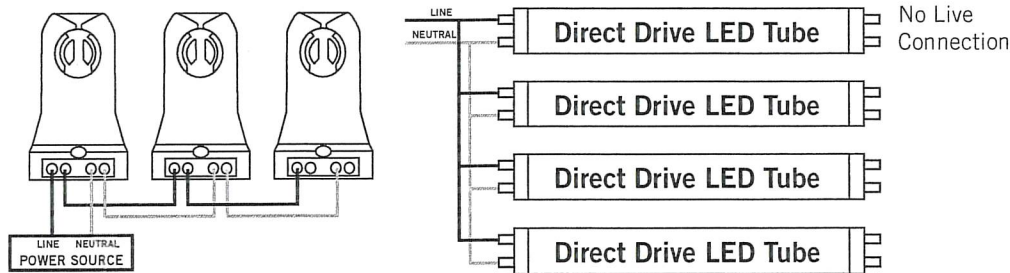
WIRING DIAGRAMS

1. Cut all existing connections to ballast as shown below and remove ballast.

Typical Ballast Configurations:



2. Re-wire fixture as shown below.



Typical Non-Shunted Lampholder

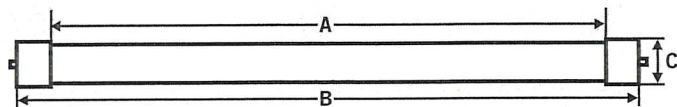
Connect wires directly to these terminals

CAUTION: Use only non-shunted lampholders.
 Do not install product in a fixture with shunted lampholders (found in all fixtures using instant start ballasts). If the current lampholders are shunted, remove them and replace them with non-shunted lampholders. Make new connections directly to terminals as indicated above.

Keystone can provide any style replacement lampholders. Call us at 800-464-2680.

PHYSICAL CHARACTERISTICS

LAMP DIMENSIONS



A (Illuminated Length)	44.38"
B (Body Length)	47.15"
C (Diameter)	1.10"

NOMINAL LENGTH: 48" BASE TYPE: G13 (Medium Bi-Pin)

ORDERING INFORMATION

ORDER CODE	PACKAGING STYLE	PACK QTY.	ITEM STATUS
KT-LED15T8-48GC-840-D /G3-CP	Carton Pack (Egg Crate Packaging)	25	Quick Ship
KT-LED15T8-48GC-840-D /G3-DP	Distributor Pack (Individual Cartons)	12	Quick Ship

CATALOG NUMBER BREAKDOWN

KT-LED15T8-48GC-840-D /G3-CP



LEGISLATIVE COVER MEMORANDUM

Introduction: April 20, 2022

Effective Date: Next available date after passage

Agenda Item: **Resolution 22-0420**
A Resolution authorizing and approving an increase in Township appropriations in the General Fund and the Police District Fund to reconcile budgets for calendar year 2022.

Submitted By: Kenny Hickey

Scope / Description: This is increasing appropriations into the General Fund and the Police District Fund for the flooring and lighting to the Hamilton Township Administration Building.

Budget Impact: \$48,994.75

Vote Required for Passage: 2 of 3

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on April 20, 2022, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joe Rozzi - Trustee, *Chair*
Mark Sousa – Trustee
Darryl Cordrey – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 22-0420**

**A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP
APPROPRIATIONS IN THE GENERAL FUND AND THE POLICE DISTRICT FUND
TO RECONCILE BUDGETS FOR CALENDAR YEAR 2022**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order reconcile budgets and appropriations for calendar year 2022;

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the General Fund Line Item 1000-760-730-0000, Improvement of Sites in the amount of \$20,994.75 for a total of \$145,994.75.

SECTION 2. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Police District Fund Line Item 2081-760-730-0000, Improvement of Sites in the amount of \$28,000.00 for a total amount of \$38,000.00.

SECTION 3. The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount listed in Section 1 and Section 2 of this Resolution.

SECTION 4. This Resolution shall take effect on the earliest date allowed by law.

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

Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____
Darryl Cordrey –	Aye _____	Nay _____

Resolution adopted this 20th day of April 2022.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on April 20, 2022.

Date: _____

Kurt E. Weber, *Fiscal Officer*