

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Special Meeting of the Board of Trustees - March 28, 2023

1. **Opening of Meeting**
2. **Pledge of Allegiance 6PM**
3. **Meditation (Moment of Silence)**
4. **Citizens Address**
5. **New Business**
 - Development**
 - a. Motion Authorizing the Township Administrator to Enter into an Agreement with Mark Mendenhall, Pamela Mendenhall, and Real Estate Acquisition Specialists, LLC for 9929 Capstan Drive Demolition
6. **Adjournment**

DEVELOPMENT

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion Authorizing the Township Administrator to Enter into an Agreement with Mark Mendenhall, Pamela Mendenhall, and Real Estate Acquisition Specialists, LLC for 9929 Capstan Drive Demolition
Recommend ADOPTION of the Motion.

Rationale:

At the March 14, 2023 Board of Trustees meeting, the Trustees directed the Township Administrator to draft an agreement with the new owners of 9929 Capstan to provide them with an opportunity to rehabilitate the property in lieu of demolition. The attached agreement outlines the parameters for completion of the rehabilitation with deadlines and calls for a \$15,000 bond that the Township can use to demolish the property if the new owners are not able to meet the required deadlines. The Township Trustees will be required to vote, via motion, to release the bond back to the owners on successful completion of the rehabilitation.

DEMOLITION/RENOVATION AGREEMENT

This Demolition Agreement, dated and effective as of the _____ day of March, 2023, (the “Effective Date”), by and between the Parties, **Colerain Township Board of Trustees** (“Colerain Township”) located at 4200 Springdale Road, Colerain Township, OH 45251, and **Mark D. and Pamela D. Mendenhall** (“Mendenhalls”) and **Real Estate Acquisition Specialists, LLC** (collectively referred hereafter as “Purchasers”) all of whom are located at 3562 Crestnoll Lane, Cincinnati, OH 45211, who recently purchased the property located at 9929 Capstan Drive, Cincinnati, Ohio 45251, (“the Property”) identified as parcel # 510-0111-0156-00 in Colerain Township.

WHEREAS, the Property at 9929 Capstan Drive, Cincinnati, Ohio 45251, has been a public health nuisance in Colerain Township since August 2020 when the Hamilton County Public Health Department issued then owner, Greta White, a Notice of Condemnation on August 26, 2020; and

WHEREAS, the Property has been an attractive nuisance with an uninhabitable and deteriorating structure in Colerain Township since January 2022 when the Colerain Township Fire Department declared the Property unsafe and a great risk to the neighborhood; and

WHEREAS, in accordance with R.C. 505.86, the Board of Trustees for Colerain Township approved Resolution No. 22-22 on March 8th, 2022, providing notice to the owners/lienholders that the Property has been declared to constitute an unsafe and structurally insecure attractive nuisance which is uninhabitable and ordering its demolishment; and

WHEREAS, in accordance with R.C. 505.86, the Board of Trustees for Colerain Township Property held a public hearing on May 10, 2022, where the owners/lienholders of the Property were given at least 30 days prior notice, at which witnesses were duly sworn, gave testimony, and presented evidence to the Board of Trustees that the Property was unsafe and insecure and the

Board of Trustees for Colerain Township approved Resolution No. 68-22 ordering the Property to be demolished; and

WHEREAS, on November 5, 2021, the Hamilton County Land Reutilization Corporation filed an action and Complaint for Foreclosure of Tax Liens against William H. White, Greta L. White, and others with potential interest in the Property as Case No. A2103870 entitled *Hamilton County Land Reutilization Corporation v. William H. White, et al.* (the “Lawsuit”); and

WHEREAS, on November 10, 2022, the Hamilton County Land Reutilization Corporation obtained Judgment Entry and Decree of Foreclosure in the Lawsuit which resulted in an Order for Sale of the Property on March 8, 2023; and

WHEREAS, the Purchasers were the highest and best bidder at the aforementioned Sheriff’s Sale and purchased the Property for \$86,100.00; and

WHEREAS, Purchasers concede Colerain Township has taken all step necessary to legally demolish the Property, but are willing to provide Purchasers one last chance to bring the Property into compliance and out of its current nuisance status under the following conditions.

NOW, THEREFORE, the Purchasers hereby agree to the following conditions:

1. Condition #1: Purchasers Will Provide Security Bond for Demolition of Property

Purchasers acknowledge Colerain Township is foregoing grant monies obtained exclusively for the demolition of the nuisance Property by providing additional time for this one last chance to bring the Property into compliance. Therefore, Purchasers agree to immediately provide Colerain Township a cash security bond of fifteen thousand dollars and no cents (\$15,000.00) to be utilized to cover the cost of any future demolition of the Property in the event that Purchasers cannot satisfy all of the terms and conditions set forth in this Demolition Agreement.

2. Condition #2: Purchasers Will Meet the Following Required Benchmarks for the Rehabilitation of the Property.

Purchasers agree that the residence on the Property currently is a nuisance which needs to be brought into compliance with the Zoning Resolution and Property Maintenance Code of Colerain Township. Purchasers also agree that a number of items need to be completed in order to rectify the Property's current problems and understand that the Township needs specific benchmarks as to those below-referenced multiple items. Purchasers agree that determinations as to completion of the below-referenced items which need to be completed to address the Property's current problems rest at the sole discretion of the Board of Trustees of Colerain Township and/or any designee as selected by the Board. Purchasers agree to completing all of the following benchmarks with respect to rehabilitating the Property and bringing the Property into compliance:

A. Benchmarks Due Within Ninety (90) Days *After* Confirmation of Sale¹

- New Roof Gutters and Downspouts on the Property's Residence and Garage
- New Siding on Residence and Garage
- New Front and Back Exterior Doors and Windows on Residence
- New Garage Door
- Fencing Repair on Property
- Acquisition of all required building permits, electrical permits, water works permits, and all other potential permits required to complete the renovation
- The property will comply with the Township's current requirements for trash service and the owner will reinstitute weekly collection services

¹ The ninety (90) days count down will ***begin*** from the date of Confirmation of Sale of the Property to the Purchasers which shall be no later than April 10, 2023.

***** All of the above-referenced benchmarks contained in this paragraph 2(a) shall be completed no later than July 9, 2023. *****

B. Benchmarks Due Within Two Hundred and Forty (240) Days *After* Confirmation of Sale²

- New Electric in the Property's Residence
- New Plumbing in the Property's Residence
- New HVAC in the Property's Residence
- New Flooring in the Property's Residence
- New Kitchen and Bath in the Property's Residence
- Driveway Resurfaced
- Removal of ALL Dead Trees and their stumps located on the Property
- Removal and remediation of all mold and mold spores at the Property
- Repair of existing sewer lines and restoration of sewer services to the Property from the public sewer main to plumbing stack
- Mendenhall assumes all risk associated with any unforeseen conditions.

***** All of the above-referenced benchmarks contained in this paragraph 2(a) shall be completed no later than December 6 2023. *****

3. Condition #3: Maintenance of Yard and Compliance with Zoning Resolution and Property Maintenance Code

Purchasers agree the yard of the Property including, but not limited to, maintenance of the lawn and weeds, will be cut, manicured, and maintained during the entirety of Purchaser's ownership of the Property. Furthermore, Defendants covenant to further maintain the Property

² The two hundred and forty (240) days count down will ***begin*** from the date of Confirmation of Sale of the Property to the Purchasers which shall be no later than April 10, 2023.

and residence in compliance with Colerain Township Zoning Resolution and/or Property Maintenance Code or any other Township rule while it remains in their possession.

A. Failure of Purchasers to Meet ALL Required Conditions and Benchmarks.

If it is determined by the Colerain Township Board of Trustees that the Purchasers have failed to satisfy ALL of the conditions and benchmarks as detailed above, then Colerain Township is granted permission by the Purchasers to utilize the cash security bond of fifteen thousand dollars and no cents (\$15,000.00) to cover the cost of demolition of the Property.

B. Purchasers Successful Completion of ALL Required Conditions and Benchmarks.

If it is determined by the Colerain Township Board of Trustees that the Purchasers have satisfied ALL of the conditions and benchmarks as detailed above, then Colerain Township shall release the cash security bond of fifteen thousand dollars and no cents (\$15,000.00) back to Purchasers. Meeting all of the aforementioned conditions and benchmarks shall be determined by the discretion of the Colerain Township Board of Trustees and such bond release shall occur via a motion made and voted on by the Colerain Township Board of Trustees in a public meeting.

C. Authority. All Parties hereto represent and warrant to the others that: (a) if an individual, he/she is of sound mind and is entering into this Demolition Agreement of his/her own free will, after having an opportunity to consult with legal counsel; (b) if a political subdivision or business entity, the political subdivision or business entity representative(s) signing this Demolition Agreement has the full authority and consent of the political subdivision/business entity to bind the entity; (c) all necessary action on the part of each Party hereto required to be taken in connection with the execution, delivery and performance of this Demolition Agreement and of any documents delivered or to be delivered pursuant to this Demolition Agreement will be duly and effectively taken.

D. Entire Agreement. This Demolition Agreement constitutes the entire and final agreement between the Parties, and there are no agreements, understandings, warranties or representations among the Parties except as set forth herein.

E. Binding Effect. This Demolition Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, estates, successors and assigns upon having been executed by all of the Parties hereto. This Demolition Agreement in no way affects the ability of Colerain Township to enforce its Zoning and/or Housing Code or any other Township rule on the Property. This Demolition Agreement is not applicable to any other property Defendants have and/or will or may own in Colerain Township and the conditions expressed herein are exclusively limited to the property located at 9929 Capstan Drive, Cincinnati, Ohio 45251.

F. Headings. Headings contained in paragraphs or Exhibit "A" contained in this Settlement Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Demolition Agreement.

G. Execution and Delivery by Facsimile Transmission and in Counterparts. This Demolition Agreement may be executed and delivered by facsimile transmission and in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document; provided, however, that this Demolition Agreement shall not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this Settlement Agreement has been executed by each party and a copy thereof delivered or transmitted to each party of this Settlement Agreement or to its counsel. The Effective Date of this Demolition Agreement will be the date when Purchasers have signed and executed this Demolition Agreement.

H. Governing Law. This Demolition Agreement will be interpreted and construed under the internal laws of the State of Ohio, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in Cincinnati, Ohio.

I. Amendment. Neither this Demolition Agreement nor any of the provisions and/or conditions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

J. Savings Clause. Should any part or provision of this agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of the agreement will not invalidate the remaining portions of the agreement and the remaining portions will remain in full force and effect.

THE PARTIES, BEFORE SIGNING BELOW, DECLARE THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT AN ATTORNEYS REGARDING IT, AND THAT THEY UNDERSTAND THE TERMS HEREOF.

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement on the date appearing below.

Purchasers:

Date

Mark D. Mendenhall

Date

Pamela D. Mendenhall

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Date

Real Estate Acquisition Specialists, LLC

_____³
Print Name

Colerain Township:

Date

**Jeff Weckbach,
Colerain Township Administrator**

³ **I attest that I am a Representative with Authority to Sign on Behalf of Real Estate Acquisition Specialists, LLC.**

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