

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - October 14, 2025

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Public Hearings**
 - a. Public Hearing for Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance regulations
 - b. Public Hearing for Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations
 - c. Public Hearing for Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools
 - d. Public Hearing for a Major Modification to the Final Development Plan at 6401 Colerain Avenue, CZC-89-4, Mt. Airy Kroger
 - e. Public Hearing for a Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers
6. **Presentations**
 - a. Presentation by Hamilton County Auditor Jessica Miranda
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion to accept an Assistance to Firefighters Grant for a total budget of \$289,820.00 (federal share of \$263,472.72 and a non-federal share of \$26,347.28)
 - b. Resolution Declaring Nuisance and Ordering Abatement
 - c. Resolution Declaring a Junk Motor Vehicle - 10261 Pottinger Rd. - 1 of 2
 - d. Resolution Declaring a Junk Motor Vehicle - 10266 Pottinger Rd. - 2 of 2
 - Public Services**
 - a. Motion Authorizing Township Administrator to Execute Agreement with HPA Development for Snow and Ice Removal of Villas at Taylor Glen Subdivision

TRUSTEES

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Development

- a. Resolution Approving or Denying Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance
- b. Resolution Approving or Denying Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations
- c. Resolution Approving or Denying Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools
- d. Resolution Approving or Denying Major Modification to the Final Development Plan at 6401 Colerain Avenue, CZC-89-4, Mt. Airy Kroger
- e. Resolution Approving or Denying Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers

Administration

- a. Resolution Accepting the Amounts and Rates As Determined By The Budget Commission & Authorizing The Necessary Tax Levies & Certifying Them To The County Auditor
- b. Motion Authorizing Township Administrator to Execute an Agreement with Choice One for Right of Way Plans for Compton Road Sidewalks at a cost of \$120,000

11. Old Business

12. Consent Items

- a. Contract - AEP - Aggregation for Township Buildings - \$0.512 per ccf
- b. Contract - Council on Aging - Senior Services Grant
- c. Promotion - Vehicle Fleet Manager - Department of Fire and EMS - Jeff Clark - \$40.00 per hour
- d. Donation Acceptance - Administration - From Coleraine Historical Society - Trees and Signs

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment - Work session on Capital will commence immediately following the Regular Meeting of the Board of Trustees

PUBLIC HEARINGS

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance regulations

Recommend opening the public hearing.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 4.8.5 of the Colerain Township Zoning Resolution. The amendment modernizes signage compliance standards, establishes clearer procedures for identifying and correcting violations, and creates a structured enforcement process that distinguishes between curable and non-curable violations. The proposed changes improve clarity, transparency, and consistency while strengthening the Township's ability to preserve community character and address nuisance signage.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Signage Compliance
Application Type: Text Amendment

Application Summary

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 4.8.5 of the Colerain Township Zoning Resolution. The amendment modernizes signage compliance standards, establishes clearer procedures for identifying and correcting violations, and creates a structured enforcement process that distinguishes between curable and non-curable violations. The proposed changes improve clarity, transparency, and consistency while strengthening the Township's ability to preserve community character and address nuisance signage.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A:** *Current Zoning Text*
2. **Appendix B:** *Proposed Zoning Text*
3. **Appendix C:** *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Signage Compliance
Application Type: Text Amendment

Proposed Action

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 4.8.5 of the Colerain Township Zoning Resolution. The amendment modernizes signage compliance standards, establishes clearer procedures for identifying and correcting violations, and creates a structured enforcement process that distinguishes between curable and non-curable violations. The proposed changes improve clarity, transparency, and consistency while strengthening the Township's ability to preserve community character and address nuisance signage.

Case Summary & History

Colerain Township's existing signage compliance provisions focus primarily on maintenance requirements but lack clear definitions, consistent enforcement pathways, and transparent remedies for violations. This has led to confusion among property owners and difficulty in addressing long-standing nonconforming or abandoned signs.

On August 19, 2025, the Zoning Commission initiated a text amendment directing Staff to revise Section 4.8.5. The proposed amendment expands the section into a comprehensive compliance framework by:

- Defining categories of compliance issues (maintenance, illegal placement, abandonment, and enforcement).
- Establishing standards for determining whether violations are curable or non-curable.
- Providing a two-track enforcement process (Standard Compliance for curable violations; Accelerated Abatement for non-curable violations).
- Clarifying abatement procedures, appeal rights, and cost recovery mechanisms for Township-initiated removals.

This structured approach ensures that property owners understand their responsibilities, staff have a clear process to follow, and the Township can efficiently address signage that undermines safety, aesthetics, or community standards.

Proposed Section(s) to Amend

4.8.5 - Signage Compliance Standards

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A:** *Current Zoning Text* – The existing language prior to amendment.
2. **Appendix B:** *Proposed Zoning Text* – The revised language as proposed.
3. **Appendix C:** *Comparison Document* – A description of what changed.

Staff Findings

1. Consistency with the Comprehensive Plan

The Comprehensive Plan emphasizes the need for zoning regulations that enhance community character, reduce visual clutter, and support safe, attractive corridors. The proposed amendment advances these goals by creating enforceable standards that discourage neglected or abandoned signage.

2. Improved Clarity and Transparency

The amendment replaces vague or inconsistent language with clear definitions, uniform procedures, and detailed compliance categories. This transparency helps residents and businesses understand expectations while reducing ambiguity in enforcement.

3. Balanced and Fair Enforcement

By distinguishing between curable and non-curable violations, the amendment ensures that property owners are given reasonable opportunities to remedy issues while also enabling the Township to act decisively on signage that cannot lawfully remain.

4. Strengthened Administrative Efficiency

The two-track enforcement system streamlines case handling, reduces unnecessary delays, and improves coordination between staff, property owners, and the Board of Trustees. This efficiency will reduce administrative burdens and accelerate resolution of nuisance signage.

5. Protection of Community Character and Safety

By addressing abandoned, illegal, and deteriorated signage, the amendment enhances the appearance of corridors, supports fair competition among businesses, and reduces safety hazards caused by poorly maintained or unlawfully placed signs.

6. Alignment with Peer Jurisdictions

The proposed procedures reflect best practices observed in comparable Ohio communities, which rely on structured enforcement frameworks to manage signage effectively. Adoption will position Colerain Township as consistent with professional zoning standards statewide.

7. Clear Cost Recovery and Legal Authority

The amendment affirms the Township's authority to recover removal costs, including administrative expenses, and establishes Township ownership of removed signage. This ensures fiscal responsibility and reduces the burden on taxpayers.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style.

David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Signage Compliance
Application Type: Text Amendment

Current Zoning Text

4.8.5 – Signage Compliance Standards

A. Signage Maintenance Standards. All signage in the Township shall be constructed and maintained in a safe manner, complying with applicable codes, and kept in good repair, including signage for which permits are required or for which no permits or permit fees are required. Signage shall be maintained in safe, presentable, and good repair at all times. Good repair includes but is not limited to the following practices:

- (1) Signage shall be free from rust, dust, dirt, graffiti, and other such debris.
- (2) Exposed surfaces shall be clean and painted if paint is required.
- (3) Defective parts must be replaced and may be upgraded so long as they do not cause the signage to become out of conformance with applicable standards or, in the case of a legal nonconforming signage, that such replacement and upgrades do not increase the degree of nonconformity.
- (4) Illumination, where allowed and approved, must remain fully operational or promptly repaired in the event of damage or malfunction.
- (5) Landscaping must remain as shown on the Master Signage Plan.

B. Determination of Unmaintained Signage. When the Zoning Administrator finds, upon investigation, that signage has critically lacked maintenance, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Prior to the hearing, any person having an interest in the signage or the property may repair the signage and provide evidence of such repairs to the Zoning Administrator. Completed repairs will remove the case from the Board of Zoning Appeals agenda. If evidence of repairs to the signage has not been submitted by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage blighted. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

C. Signage Safety Standards. Signage shall be deemed unsafe when the signage poses an imminent danger to the public and has a reasonable likelihood of falling or creating a fire or safety hazard, or when more than 50 percent of the value of the sign has been destroyed through one of the following circumstances:

- (1) The signage or sign structure is damaged by due to an act of God or vandalism.
- (2) The signage or sign structure is damaged by a vehicle or other similar accident.

D. Determination of Unsafe Signage. When the Zoning Administrator finds, upon investigation, that signage is an imminent danger to the public that has a reasonable likelihood of falling or creating a fire or safety hazard, the Zoning Administrator need not contact the property owner and the signage and sign structure shall be removed immediately at the expense of the property owner.

E. Illegally Placed Signage. Signage that was erected prior to the adoption of this Resolution and would not have been permitted under the Zoning Resolution or under other applicable laws that were in place at the time the signage was erected shall be deemed illegally placed. Signage that is erected after the adoption of this Resolution but was not permitted under this Resolution or under other applicable laws that were in place at the time the signage was erected shall also be deemed illegally placed

F. Determination of Illegally Placed Signage. When the Zoning Administrator finds, upon investigation, that signage has been placed illegally, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If the signage is able to be approved, any person having an interest in the signage or the property may apply for a Master Signage Plan at a cost of twice the original permit fee. If the signage is not approvable, any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

G. Nonconforming Signage. Signage that was in existence on the date of adoption of this Resolution, and which was constructed in accordance with the Resolutions and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this Resolution, shall be exempt from the requirements of this Resolution. Such signage shall be issued a Legal Nonconformity Certificate, pursuant to Subsection 6.3.3. The signage may continue to exist unless or until loss of nonconforming status occurs through one or more of the following:

(1) The abandonment of the signage or the closure of the business related to the signage for a period of 90 consecutive days or greater;

(2) Structural alterations occur to the signage. No signage shall hereafter be altered, rebuilt, enlarged, extended, or relocated except in conformity with the provisions of this subchapter, aside from repainting or refacing, which is not considered an alteration;

(3) The signage and/or the sign structure is damaged, due to an act of God or by a vehicle, or by similar means, which damage requires repairs in excess of thirty percent of the value of the same;

(4) The signage lacks maintenance or becomes unsafe per the requirements of this Resolution;

(5) An approved application for a specific signage classification removes the legal nonconforming status of all instances of that signage classification presently existing upon the lot. The Zoning Administrator shall have the authority to determine if an individual legally nonconforming signage will become functionally obsolete by the erection of new signage. For the purposes of this Resolution, freestanding pole signage, which was previously permitted by the Township, shall lose legal nonconforming status when an application for a monument signage is approved for the same business and/or on the same lot; or

(6) When, following the adoption of this Resolution, a lot split or lot consolidation occurs that either separates the signage from the building that the signage was initially erected to advertise, or, adds the signage to a lot with a building that the signage was not initially erected to advertise, or both.

H. Determination of Loss of Non-Conforming Status. When the Zoning Administrator finds, upon investigation, that signage has lost its nonconforming status, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten (10) days prior to the hearing. The Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage illegal. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. Any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

I. Abandoned Signage. Signage is considered abandoned when the signage no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. Abandoned signage are hereby deemed a public nuisance that causes deterioration and a blighting influence on nearby properties. Signage shall be determined as Abandoned after the Zoning Administrator documents the following circumstances:

(1) A period of not less than 90 consecutive days has elapsed since the date of signage abandonment; and

(2) No complete Master Signage Plan was submitted with the intention of replacing the Abandoned signage within that same period.

J. Determination of Abandonment. When the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Office has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Any person having an interest in the signage or the property may file for a Master Signage Plan with the Planning and Zoning Office prior to the hearing, removing the case from the Board of Zoning Appeals agenda. If no application is filed by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage abandoned. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner. K. Disposal of Removed Signage. Any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage.

K. Disposal of Removed Signage. Any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Signage Compliance
Application Type: Text Amendment

Proposed Zoning Text

Section 4.8.5 - Signage Compliance Standards

A. Purpose and Intent. This section establishes the rules governing signage when compliance issues arise. Its objectives are to protect public safety, preserve community character, enforce consistent signage standards, and outline fair and transparent enforcement procedures.

B. Illegal Placement. Signage is illegally placed if it does not meet legal requirements for erection or display. This includes signs installed before the adoption of this Resolution without authorization under then-applicable laws, or signs erected after adoption without required zoning certificates, approvals, or inclusion in a Master Signage Plan. It also includes signage in prohibited areas, within the public right-of-way without authorization, or on property without the owner's consent. Illegally placed signs shall be removed or brought into full compliance with this Resolution.

C. Abandoned Signage. Signage is deemed abandoned when it no longer advertises or identifies a bona fide business, product, service, or activity. A sign is presumed abandoned if ninety (90) consecutive days have elapsed since cessation of the advertised use without submission of a replacement plan, or if its structure or surface remains blank, deteriorated, or unused for the same period. Abandoned signs shall be removed or brought into full compliance with this Resolution.

D. Nonconforming Signage. Nonconforming signage includes any sign lawfully erected before adoption of this Resolution, or a subsequent amendment, that no longer meets current requirements. Such signage may continue as a legal nonconforming use if maintained, repaired, or refaced in its existing location. Nonconforming status is lost if the sign is unused for two (2) consecutive years, structurally altered, relocated, damaged by fifty percent (50%) or more of its replacement value, or otherwise modified to increase its nonconformity. Upon loss of status, the sign shall be removed or brought into full compliance with this Resolution.

E. Maintenance Standards. All signage within the Township shall be constructed, installed, and maintained in a safe, orderly condition, in full compliance with applicable codes, and kept in good repair. Signs shall remain free of rust, dirt, dust, graffiti, and similar debris. Exposed surfaces shall be kept clean and, where painted, properly coated. Damaged or defective parts shall be promptly replaced without creating or increasing nonconformity, and approved illumination shall be fully operational and promptly repaired if malfunctioning. Associated landscaping or decorative features shall be maintained in a healthy, presentable condition consistent with any approved Master Signage Plan. Any sign not maintained in good repair shall be removed or brought into full compliance with this Resolution.

F. Enforcement Process for Correcting Signage Compliance Issues. The Zoning Administrator is authorized to inspect signs and determine if issues exist related to illegal placement, abandonment, nonconformity, or maintenance. When such a determination is made, the Zoning Administrator shall initiate the following enforcement process:

1. *Investigation and Record.* Before issuing any notice, the Zoning Administrator shall determine that a violation exists and prepare a written record that includes the property address and parcel number, date-stamped photographs, a description of

the condition of the signage, the specific sections of this Resolution violated, a determination of curable or non-curable status under this Resolution, and facts supporting the determination. For purposes of this section:

a. Non-curable violations are compliance issues where the signage cannot lawfully remain under any circumstances, and correction is not possible. Examples include signs that have lost legal nonconforming status due to abandonment, signs installed in prohibited locations such as the public right-of-way without authorization, or signs never permitted under this Resolution.

b. Curable violations are compliance issues that can be corrected through repair, maintenance, or lawful modification of the signage so that it conforms to this Resolution. Examples include replacing damaged panels, restoring illumination, repainting, or obtaining a zoning certificate where one was omitted.

2. *Warning and Voluntary Correction for Curable Violations.* For violations that can be corrected without loss of legal nonconforming status, the Zoning Administrator shall issue a written warning to the owner of record and the property address where the signage is located. The notice shall identify the violation and applicable code sections, specify the corrective steps, and allow ninety (90) days for voluntary compliance. Upon written request submitted before the period expires, the Zoning Administrator may grant one (1) ninety-day extension if substantial progress toward correction is demonstrated. This provision does not apply to non-curable violations, which cannot lawfully be maintained or brought into compliance under this Resolution.

3. *Notice of Violation and Appeal Rights.* For any violation uncorrected after the ninety (90) day warning period, or for violations deemed non-curable, the Zoning Administrator shall issue a written violation notice to the property owner of record and the address where the signage is located. The notice shall restate the violation, cite the specific sections of this Resolution, and advise the owner of the right to appeal to the Board of Zoning Appeals within thirty (30) days of the notice.

4. *Referral to Board of Trustees & Abatement.* If removal has not occurred within the prescribed compliance period and no timely appeal has been filed, or if an appeal is denied and the violation remains, the Zoning Administrator shall refer the matter to the Board of Trustees for a public hearing on abatement. If the Board determines the signage is a public nuisance, it shall adopt a Resolution ordering abatement. Once an abatement order is issued by Resolution, the violation is no longer subject to correction by the owner. The owner shall have thirty (30) days from the Board's decision to remove the signage. If removal does not occur, the Township shall remove the signage. All costs of removal, including administrative and incidental expenses, shall constitute a debt owed to the Township by the property owner and may be collected in any manner authorized by law. Any signage removed pursuant to an abatement Resolution shall become Township property and may be disposed of as the Township deems appropriate.

G. Removal and Prohibition on Retention or Repurposing. For purposes of this Resolution, "removal" of signage means the complete elimination of the sign face, cabinet, frame, pole or support structure, foundation, electrical components, footings, and all other associated materials. No portion of a removed sign or its supporting structure shall remain in place or be reused or repurposed for any other function, including but not limited to conversion to lighting, flagpoles, or other site fixtures. The site shall be restored to a safe, orderly condition.

H. Imminent Hazards. Signs posing an imminent hazard, such as risk of collapse or fire hazard, shall be removed immediately at the property owner's expense, without prior notice or hearing, upon determination by the Zoning Administrator. Nothing in this Section limits the Township's authority to summarily abate signage that presents an imminent threat to public health or safety under applicable law.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Signage Compliance
Application Type: Text Amendment

Comparison Between Current & Proposed Text

Comparison of Current and Proposed Section 4.8.5 – Signage Compliance Standards

The current zoning text for signage compliance is highly detailed but fragmented, with separate sections for maintenance, safety, illegal placement, nonconforming signs, abandonment, and disposal. While comprehensive, the structure creates procedural redundancies, inconsistent terminology, and unclear enforcement pathways. The result is a code that is legally enforceable but cumbersome to administer, and difficult for property owners to understand.

The proposed text modernizes and strengthens the Township’s signage compliance framework by reorganizing and consolidating provisions, eliminating duplication, and clarifying responsibilities. It favors transparency, efficiency, and fairness while preserving Township authority and protecting community character. The following comparisons highlight the advantages of the proposed revision:

1. Purpose and Intent

Current Text: Contains no explicit purpose statement, leaving interpretation of enforcement goals to staff and the Board of Zoning Appeals.

Proposed Text: Begins with a clear purpose and intent section outlining public safety, community character, consistent enforcement, and fairness. This addition provides a strong policy foundation and aligns the Township with best practices in code drafting.

2. Organization and Readability

Current Text: Divides compliance standards into ten separate subsections (A–K), with overlapping procedures (such as maintenance vs. unsafe vs. abandoned) and repetitive language on Board of Zoning Appeals involvement.

Proposed Text: Streamlines compliance into logically sequenced categories—illegal placement, abandonment, nonconformity, maintenance, enforcement, removal, and imminent hazards. This structure reduces complexity, avoids duplication, and makes the code more accessible for staff, applicants, and property owners.

3. Definitions of Violations

Current Text: Lacks clear differentiation between violations that can be corrected and those that cannot, leading to Staff and resident confusion.

Proposed Text: Introduces clear categories of curable and non-curable violations, with examples for each. This improvement creates predictability for property owners while providing staff with stronger, more defensible enforcement authority.

4. Procedural Clarity and Due Process

Current Text: Enforcement requires initiation of Board of Zoning Appeals hearings in multiple scenarios (maintenance, abandonment, nonconformity). This creates unnecessary delays, burdens the BZA with administrative cases, and exposes the Township to procedural challenges.

Proposed Text: Establishes a uniform enforcement track led by the Zoning Administrator, with progressive steps: investigation, written warning (for curable issues), violation notice, appeal rights, and referral to the Board of Trustees for abatement. This consolidates authority, ensures due process through appeal opportunities, and provides final enforcement via Resolution of the Trustees, consistent with nuisance abatement law.

5. Timeframes and Compliance Opportunities

Current Text: Provides short, rigid compliance windows (often ten days), which may be impractical for property owners but leave staff limited flexibility.

Proposed Text: Standardizes a 90-day voluntary correction period for curable violations, with a possible 90-day extension if progress is demonstrated. This balances fairness to property owners with the Township's need for timely resolution.

6. Enforcement and Township Authority

Current Text: Requires repetitive Board of Zoning Appeals involvement before removal orders can be issued, which weakens the Township's enforcement posture and delays resolution.

Proposed Text: Authorizes the Board of Trustees to adopt abatement Resolutions once appeals are exhausted. From that point, violations cannot be cured, ensuring finality and reducing opportunities for noncompliance. The proposed text also clarifies that Township removal costs, including incidental expenses, constitute a lien on the property, strengthening cost recovery.

7. Removal and Repurposing

Current Text: Allows signage to be "removed" but does not define removal, leaving ambiguity about whether poles, footings, or electrical elements may remain.

Proposed Text: Defines "removal" as the complete elimination of the sign and all supporting structures and prohibits repurposing (e.g., converting poles to flagpoles). This ensures sites are restored to a safe and orderly condition, eliminating loopholes that lead to lingering blight.

8. Imminent Hazards

Current Text: Provides for immediate removal of unsafe signs but buries this authority within a subsection, weakening its visibility.

Proposed Text: Elevates imminent hazards to a stand-alone section, reinforcing the Township's right to act immediately when public safety is at risk.

PUBLIC HEARINGS

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations

Recommend opening the public hearing.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 6.3.6 of the Colerain Township Zoning Resolution. The amendment refines and improves local standards by providing defined thresholds for specific areas and dimensional requirements that will allow Staff to better assist residents requiring minor deviations from the Zoning Code and will reduce the financial burden placed on residents in need of minor relief from zoning code requirements, while improving internal consistency, reducing administrative ambiguity, streamlining the permitting process, and reinforcing community character areas.

Staff & Hearing Information

Department: Planning & Zoning
Staff: Maggie Klein, Assistant Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Waiver
Application Type: Text Amendment

Application Summary

The proposed text amendment will alter the Administrative Waiver section of the Colerain Township Zoning Resolution that was adopted on October 10, 2024. The intent of this revision is to ensure that current zoning rules do not hinder development or place an unnecessary burden on property owners, while still ensuring that the spirit and intent of the Zoning Resolution is maintained.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A:** *Current Zoning Text*
2. **Appendix B:** *Proposed Zoning Text*
3. **Appendix C:** *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: Maggie Klein, Assistant Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Waiver
Application Type: Text Amendment

Proposed Action

The proposed text amendment will alter the Administrative Waiver section of the Colerain Township Zoning Resolution that was adopted on October 10, 2024. The intent of this revision is to ensure that current zoning rules do not hinder development or place an unnecessary burden on property owners, while still ensuring that the spirit and intent of the Zoning Resolution is maintained.

Case Summary & History

The Colerain Township Zoning Resolution has undergone a series of updates since its original adoption on November 22, 1994. A significant modernization occurred in 2006, followed by a comprehensive overhaul adopted by the Board of Trustees and made effective on October 10, 2024. The most recent update was undertaken to better align the Township's zoning framework with the long-range vision, goals, and implementation strategies set forth in the Colerain Township 2021 Comprehensive Plan.

Staff have been utilizing Administrative Waivers to help residents with requests that are minor in nature. While reviewing the current Zoning Resolution, Staff felt it was necessary to improve the Administrative Waiver section of the Resolution to more effectively accommodate resident requests that are minor in nature. The goal of this amendment is to improve the internal consistency, efficiency, and practical application of the Zoning Resolution.

Proposed Section(s) to Amend

6.3.6 – Administrative Waiver

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A:** *Current Zoning Text* – The existing language prior to amendment.
2. **Appendix B:** *Proposed Zoning Text* – The revised language as proposed.
3. **Appendix C:** *Comparison Document* – A description of changes.

Staff Findings

The proposed amendment to Section 6.3.6 – Administrative Waiver of the Colerain Township Zoning Resolution will refine and improve local standards by providing defined thresholds for specific area and dimensional requirements that will allow Staff to better assist residents requiring minor deviations from the Zoning Code. The revised language will reduce the

financial burden placed on residents in need of minor relief from zoning code requirements. Enhancing the Administrative Waivers Section of the Colerain Township Zoning Resolution reinforces the goals of the Colerain Township Comprehensive Plan. Administrative Waivers support the vision in the comprehensive plan by improving internal consistency, reducing administrative ambiguity, streamlining the permitting process, and reinforcing community character areas.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style with a large initial "D" and a long, sweeping underline.

David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: Maggie Klein, Assistant Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Waiver
Application Type: Text Amendment

Current Zoning Text

6.3.6 – Administrative Waiver

A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that does not exceed 10% of the applicable minimum or maximum regulation. Eligible area and dimensional regulations include, but are not limited to, minimum front, side, and rear yard setbacks, maximum height of structures, and other area and dimensional regulations that are not included as ineligible requests within this Subsection.

B. Ineligible requests.

- (1) An Administrative Waiver shall not be granted for minimum lot area requirements or for any dimensional requirement related to ground signs.
- (2) The applicant shall be required to apply for a Variance for any waiver request that exceeds 10% or other variations from this Resolution that do not qualify for Administrative Waivers.

C. Review criteria. Decisions on an Administrative Waiver shall be based on consideration of the following criteria:

- (1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, similar sign areas, etc.);
- (2) Special circumstances exist that make the precise compliance with the subject standards impractical or unreasonable;
- (3) The waiver request is minor in nature;
- (4) The waiver will not have a detrimental impact on any surrounding properties;
- (5) The waiver request does not substantially deviate from the development character of the surrounding properties; and
- (6) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.

D. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3– Administrative Applications, or the approval shall expire

Staff & Hearing Information

Department: Planning & Zoning
Staff: Maggie Klein, Assistant Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Waiver
Application Type: Text Amendment

Proposed Zoning Text

6.3.6 – Administrative Waiver

A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that meets ALL of the criteria listed in Section 6.3.6-D.

B. Limitations.

(1) Primary Structures:

(i) Setbacks: up to a 20% reduction in the side yard.

(2) Accessory Structures (sheds, garages, pools, fences, etc.)

(i) Setbacks: Up to a 1.5-foot reduction.

(ii) Height: Up to a 1.5-foot increase to the maximum permitted height.

(iii) Fence Yard Requirement: Up to 25% increase to the allowed encroachment into a side yard for Privacy Fences for the purpose of including a side door within a fenced area. The fence shall not exceed a total of 75% of the building's side wall length.

(3) Existing Accessory Structures:

(i) Existing accessory structures (including side and rear yard fences) are able to be replaced 1 for 1, provided that they adhere to the approval criteria listed in Section 6.3.6-D.

(4) All other area and dimensional requirements shall not exceed 10% of the applicable minimum or maximum requirements.

C. Ineligible requests.

(1) No Administrative Waivers shall be granted for an area or dimensional regulations related to signage.

(2) No Administrative Waivers shall be granted for any waiver request that does not meet the criteria in Section 6.3.6-D. Applicants that exceed the limits of an Administrative Waiver shall be required to apply for a Variance through the Board of Zoning Appeals.

D. Review criteria. Requests will be evaluated based upon the current requirements of this Resolution. Decisions on an Administrative Waiver shall be based on consideration of the Duncan Factors found in Section 6.5.4 (A)(4) of this Resolution and the following criteria:

- (1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, etc.);
- (2) The waiver request is minor in nature;
- (3) The waiver will not have a detrimental impact on any surrounding properties;
- (4) The waiver request does not substantially deviate from the development character of the surrounding properties; and
- (5) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.

E. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3 – Administrative Applications, or the approval shall expire.

Staff & Hearing Information

Department: Planning & Zoning
Staff: Maggie Klein, Assistant Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Administrative Waiver
Application Type: Text Amendment

Comparison Between Current & Proposed Text

The proposed amendment to Section 6.3.6 - Administrative Waivers introduces more specific and structured guidelines compared to the current version. The proposed amendment created a set of tailored thresholds for different types of area and dimensional requirements, instead of a one size fits all approach. The amendment tightens up eligibility requirements by requiring applicants to meet all the criteria and by taking out the "special circumstances" clause. Overall, the proposed amendment offers greater clarity and flexibility for common scenarios, while reinforcing the spirit and intent of the Zoning Resolution.

PUBLIC HEARINGS

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools

Recommend opening the public hearing.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 3.2.4(B) of the Colerain Township Zoning Resolution. The amendment will establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards.

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Swimming Pool Rear Setbacks
Application Type: Text Amendment

Application Summary

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 3.2.4 (B) of the Colerain Township Zoning Resolution. The amendment will establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A:** *Current Zoning Text*
2. **Appendix B:** *Proposed Zoning Text*
3. **Appendix C:** *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Swimming Pool Rear Setbacks
Application Type: Text Amendment

Proposed Action

Staff requests that the Zoning Commission recommend approval of a text amendment to Section 3.2.4 (B) of the Colerain Township Zoning Resolution. The amendment will establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards.

Case Summary & History

On October 10, 2024, Colerain Township adopted updated provisions for swimming pools within Section 3.2.4 (B) of the Zoning Resolution. These regulations established setback requirements that varied depending on the yard in which a pool was located. Since adoption, Staff and residents have noted that the distinctions between yard types have created confusion and have made the code less user-friendly than intended.

On August 19, 2025, the Zoning Commission initiated a text amendment directing Staff to prepare revisions to Section 3.2.4 (B) in order to resolve these issues. The proposed amendment creates a uniform 10-foot setback requirement for swimming pools in all yards. This approach reflects common zoning practice in peer jurisdictions, where a single standard is preferred for clarity, ease of administration, and consistency of enforcement. The change eliminates unnecessary complexity while maintaining an appropriate level of safety and separation between pools and property lines.

Proposed Section(s) to Amend

3.2.4 (B) - Swimming Pools

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A:** *Current Zoning Text* – The existing language prior to amendment.
2. **Appendix B:** *Proposed Zoning Text* – The revised language as proposed.
3. **Appendix C:** *Comparison Document* – An explanation of what changed.

Staff Findings

1. Consistency with the Comprehensive Plan

The Comprehensive Plan calls for zoning regulations that are clear, consistent, and easy for residents to understand. Establishing a single, uniform swimming pool setback aligns with this vision by removing unnecessary distinctions and

simplifying compliance.

2. Preservation of Established Neighborhood Fabric

Uniform setbacks protect the balance between private improvements and neighboring properties. By requiring consistent separation for swimming pools, the Township maintains neighborhood character while allowing reasonable use of rear yards.

3. Consolidation and Clarification of Zoning Language

The amendment reduces administrative ambiguity by replacing multiple standards with one clear requirement. This supports code modernization and helps ensure consistent application of the zoning resolution across all properties.

4. Streamlining of Review and Permitting Processes

Simplified pool regulations make it easier for residents to design projects and for staff to review permits. This reduces the likelihood of errors or misunderstandings and provides greater predictability in the approval process.

5. Advancement of Public Health and Safety

A consistent setback maintains the required separation between swimming pools and property lines, supporting safety, access, and maintenance needs without creating overly complex standards.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style.

David Peters, Senior Planner

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Swimming Pool Rear Setbacks
Application Type: Text Amendment

Current Zoning Text

3.2.4 – Permissions for Accessory Buildings, Features, and Uses

B. *Swimming Pools.* For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:

- (1) All pools shall be located in the rear yard only.
 - (2) All pools shall be set back a minimum of 10' from the side lot line and 25' from the rear lot line. Pool setbacks are measured from the property line to the closest extent of water within the pool.
 - (3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.
 - (4) Pools shall not be built over septic tanks or leach fields.
 - (5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.
 - (6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.
-

Staff & Hearing Information

Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

Case Title: Swimming Pool Rear Setbacks
Application Type: Text Amendment

Proposed Zoning Text

3.2.4 – Permissions for Accessory Buildings, Features, and Uses

B. *Swimming Pools.* For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:

- (1) All pools shall be located in the rear yard only.
 - (2) All pools shall be set back a minimum of 10' from all lot lines. Pool setbacks are measured from the property line to the closest extent of water within the pool.
 - (3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.
 - (4) Pools shall not be built over septic tanks or leach fields.
 - (5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.
 - (6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.
-

Staff & Hearing Information

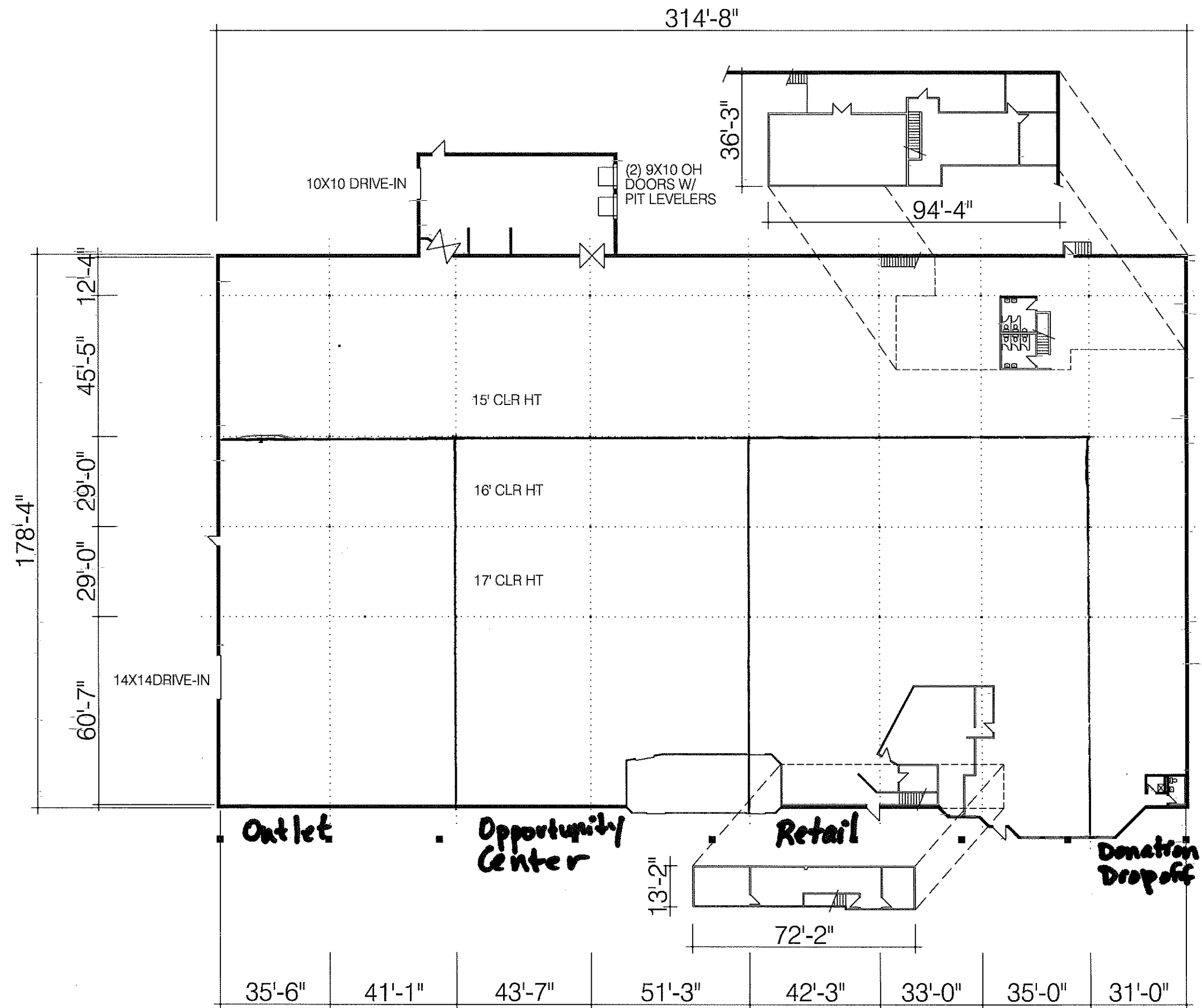
Department: Planning & Zoning
Staff: David Peters, Zoning Commission Administrator
Hearing Date: September 16, 2025

Case Information

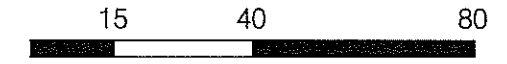
Case Title: Swimming Pool Rear Setbacks
Application Type: Text Amendment

Comparison Between Current & Proposed Text

- Replaces the separate side (10 feet) and rear (25 feet) setback standards with a uniform 10-foot setback from all lot lines.
 - Simplifies the code by eliminating distinctions between yard types, making the regulation easier for residents to understand and for Staff to administer.
-



GRND FLR	58,800 SF
REAR MEZZ	2,985 SF
FRONT MEZZ	970 SF
TOTAL	62,755 SF



FLOOR PLAN

ISSUED FOR:	
REVIEW:	
PERMIT:	
CONST.:	

Tipm, LLC
 commercial design-build
 111 W. Elder St. Cin OH 45202
 mbruggerman@tipmLLC.com
 T 513.315.1788

MARK BRUGGEMAN, RA
 OH LICENSE #8043
 EXPIRATION 12/31/23

6401 COLERAIN AVE.
 CINCINNATI, OH
 45239

DRAWING ISSUED FOR
 MARKETING PURPOSES ONLY

JOB NUMBER	1121
DRAWN BY	MB
CHECKED BY	MB

D.1

Subject Property Parcel Outline

6401 COLERAIN AVE.
CINCINNATI, OH 45239

INFO@SQFTCOMMERCIAL.COM
(513) 843-1600
SQFTCOMMERCIAL.COM
Listing agents have ownership interest in subject property.



PARCEL OUTLINE



* REMOVE FENCES FROM FRONT PARKING LOT

Mark Anderson
9/17/2025



10600 Springfield Pike
Cincinnati, Ohio 45215
(513) 771.4800

www.ohiovalleygoodwill.org

October 8, 2025

VIA EMAIL

Colerain Township Board of Trustees
4200 Springdale Road
Colerain Township, Ohio 45251
c/o David Miller
Email: dmiller@colerain.org

Re: Former Kroger Store, Parking, and Grounds located at 6401 Colerain Avenue (the "Property")

Dear Board of Trustees:

Ohio Valley Goodwill Industries Rehabilitation Center, Inc. ("Goodwill") is planning to close on the purchase of the Property in December 2025 and is submitting this letter in conjunction with its zoning application for a major modification of the Property (the "Major Modification"). Goodwill plans to use the Property to operate a retail store, attended donation center, and job center. The Major Modification is needed so that Goodwill may include a job center as one of its uses of the Property.

Through the job center, Goodwill will provide vocational rehabilitation services to physically, mentally, psychologically, and socially disabled and handicapped persons by trained personnel, through Goodwill's vocational rehabilitation services. In addition, the goods collected by Goodwill at the Property and other attended donation centers will be sold to the public at the retail store to be operated on the Property (the "Store") and at Goodwill's other retail stores. The funds generated at the Store will be used by Goodwill to provide and support the vocational rehabilitation services described above and to employ persons with disabilities and their supervisors.

Goodwill is one of the largest providers of rehabilitation services in the State of Ohio. In partnership with local communities, Goodwill is able to provide thousands of people with the skill training and employment services that they need to obtain jobs in the Greater Cincinnati area each year. We respectfully request approval of the Major Modification to allow Goodwill to include a job center as part of Goodwill's use of the Property.

Sincerely,

Mark Hiemstra
President and CEO

0065400.0803510 4937-7210-8912v2

Staff & Hearing Information

Department: Planning & Zoning
Staff: David J. Peters
Hearing Date: October 14, 2025

Case Information

Application Type: Major Modification
Original CZC Case #: CZC-89-4
Property Address: 6401 Colerain Av.
Parcel Number(s): 510-0070-0177-00
Common District Name: Mt. Airy Kroger
Applicant: Kelly Kremer
Property Owner(s): 6401 Colerain, LLC.

Modification Request Summary

The applicant, Goodwill Industries of Greater Cincinnati, has submitted a request for a Major Modification to the approved Final Development Plan (FDP) for the property located at 6401 Colerain Avenue (Parcel No. 510-0070-0177-00), currently zoned PD (Planned District) and previously approved under Case CZC-89-4: Mt. Airy Kroger.

The proposed modification seeks authorization to expand the range of permitted uses on the site to include the establishment and operation of a Workforce Development and Job Connection Center in conjunction with a Goodwill retail store and donation center. The retail store and donation center components are permitted by right within the approved Planned Development district, as they are consistent with the historic and previously approved commercial use of the site. However, the Workforce Development and Job Connection Center (which will provide job training, employment placement, and community-based services) is not an expressly permitted use under the existing Final Development Plan or the PD zoning standards. Accordingly, this request constitutes a Major Modification to the approved plan to allow for the introduction of a mixed-use program combining retail, donation, and workforce development activities within the existing structure.

The applicant indicates that the building will be subdivided to meet their needs, and that improvements will be both interior exterior in nature. The site's existing parking and circulation layout were originally constructed for a high-traffic grocery store. If approved, the parking and landscaping will need to be modified to meet the proposed increase in intensity.

Staff Findings

Site and Context

The subject property was originally developed in 1989 for a Kroger grocery store under the approved Final Development Plan CZC-89-4: Mt. Airy Kroger. The site encompasses approximately 9.201 acres and features an expansive parking lot with roughly 460 feet of frontage along Colerain Avenue. The site is primarily flat with a small stream and detention area located along its western boundary. The surrounding area consists of a mix of residential and commercial uses, many of which reflect

older development patterns that predate current zoning and design standards. This portion of Colerain Avenue is identified as an aging commercial corridor with visible signs of disinvestment and blight.

Zoning and History

The property was rezoned to “EE” Planned Retail Business in 1989 and later reclassified to “PD-B” Planned Development Business during the 2006 township-wide zoning map update. Since its construction, the building has housed a succession of commercial tenants, including a grocery store and, most recently, a discount retail store and an online auction warehouse operation. Several administrative and major amendments have been approved over time, primarily related to parking modifications, building alterations, and changes in use intensity.

Nature of the Request

The applicant, Goodwill Industries of Greater Cincinnati, proposes to occupy the existing building with three complementary uses: a retail store, a donation center, and a workforce development and job connection center. While the retail and donation center components are consistent with previously approved commercial uses, the workforce development center introduces an additional, non-retail element not expressly permitted under the current Final Development Plan. The inclusion of this use therefore requires a Major Modification to the approved plan.

Intensity and Compatibility

Staff finds that the proposed combination of retail, donation, and job-training activities represents a higher overall intensity of use than previously approved operations at this site. The workforce development component may result in increased pedestrian and vehicular traffic, longer dwell times, and a broader range of daily site activities. However, the property’s large building footprint, extensive parking area, and existing access configuration are adequate to accommodate this increase, provided that operational details (such as circulation management, parking allocation, and hours of operation) are properly managed.

Planning Considerations

- The proposed use supports broader community development and workforce readiness goals, offering services that can positively impact local employment and economic stability.
- The site’s reuse prevents continued vacancy of a large commercial structure in an area identified as vulnerable to commercial decline and underutilization.
- While the use aligns with many of the Township’s revitalization objectives, the added intensity should be balanced through conditions that mitigate potential impacts on parking, traffic, and site operations. These may include limits on outdoor activities, signage consistency, or enhanced landscaping and maintenance expectations.
- Staff finds that the proposed Major Modification maintains the general intent and purpose of the original Planned Development, provided that appropriate conditions are applied to ensure that the use remains compatible with surrounding properties and consistent with the Township’s expectations for redevelopment within older commercial corridors.

Staff Recommendation

Staff recommends that the Board of Trustees **APPROVE** the Major Modification request.

Condition(s) of Approval (if applicable):

1. A Master Parking Plan shall be submitted to the Zoning Administrator for review and approval prior to the issuance of a Zoning Certificate. The purpose of the Master Parking Plan shall be to verify adequate parking capacity, circulation, and compliance with applicable parking standards. The Zoning Administrator shall have the authority to modify any design or dimensional standards of the Master Parking Plan requirements where strict compliance is determined to be impractical or unnecessary due to the existing conditions of the site, provided that such waivers do not create a safety hazard or result in inadequate parking for the intended uses.
2. The existing ground sign and any remaining sign structure shall be completely removed. A new ground-mounted monument sign shall be installed in compliance with the Colerain Township Zoning Resolution and the approved Master Signage Plan, except that it may be up to fifteen (15) feet in height and include an electronic changeable copy board of up to 60 square feet. Electronic messages may display only letters, numbers, and words on a solid black or white background, shall not flash, and shall not exceed 2,000 nits in brightness. The sign shall include automatic dimmers, glare screens, and a photocell to adjust brightness. Message changes shall not exceed four (4) per minute, with each message displayed for at least twelve (12) seconds.
3. A minimum 15-foot wide streetscape buffer shall be installed along the property’s Colerain Avenue frontage, consistent with the intent of Article 14 – Landscaping and Screening of the Colerain Township Zoning Resolution. The buffer shall include:
 - At least one (1) deciduous shade tree per 40 linear feet of frontage, planted within the buffer area;
 - At least one (1) evergreen tree per 60 linear feet, placed to supplement gaps in screening; and

- Continuous low-height shrubs or ornamental grasses achieving a minimum mature height of 24 inches, planted in a staggered pattern or massing to provide a consistent landscaped edge.
-

Respectfully submitted for the Colerain Township Board of Trustees' consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style with a large initial "D" and a stylized "P".

David Peters, Senior Planner

PUBLIC HEARINGS

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for a Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers

Recommend opening the public hearing.

Rationale:

The recommended conditions are intended to ensure that the final design of the site remains consistent with the intent of the Board of Trustees' prior approval while aligning with all applicable engineering and agency requirements. These conditions maintain compatibility with neighboring residential properties, preserve safety and drainage integrity, and uphold the aesthetic and environmental standards of the Colerain Township Zoning Resolution.

KEY NOTES

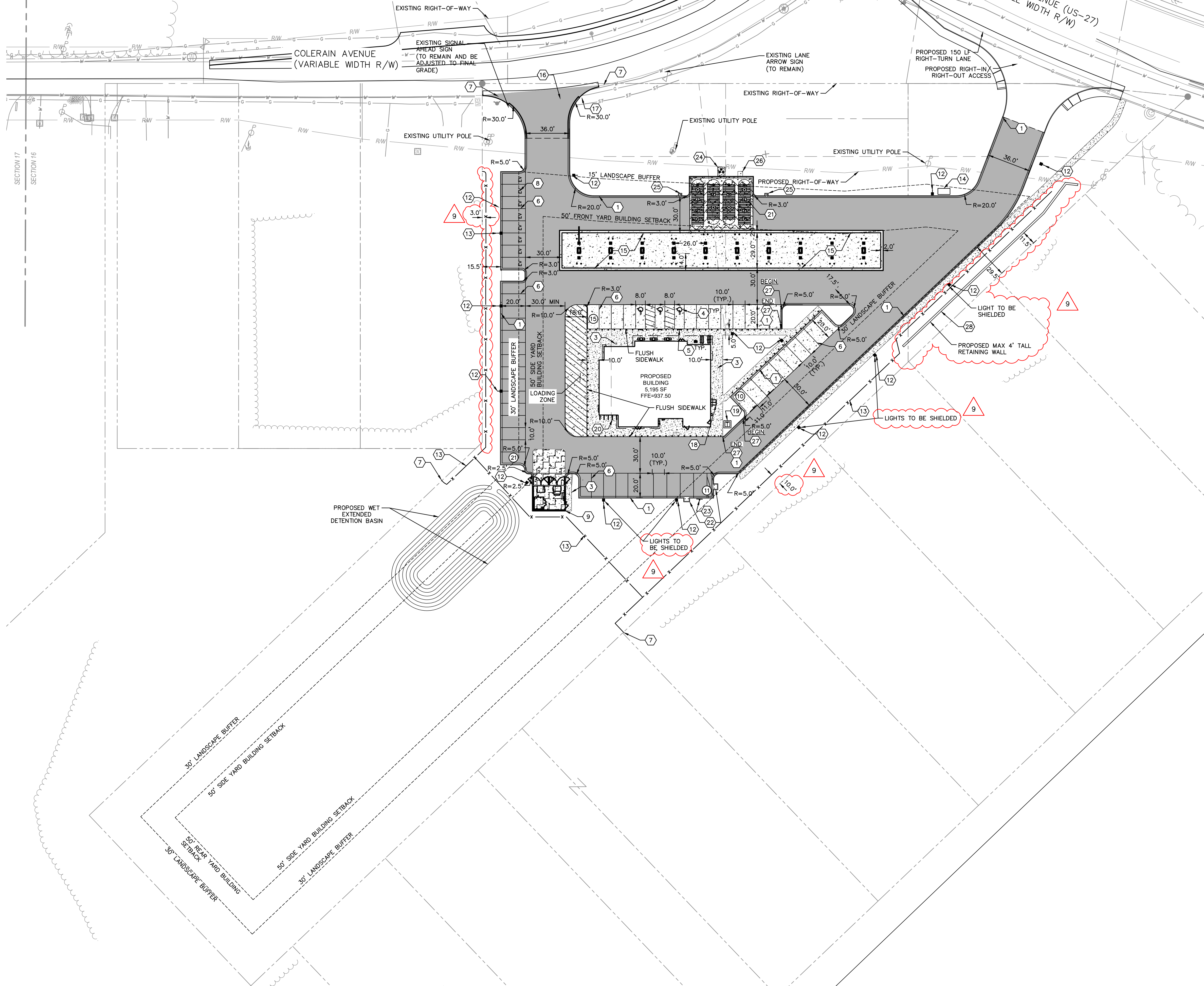
- 6" CONCRETE CURB AND GUTTER, TYP. (SEE DETAILS)
- DEPRESSED CURB AND GUTTER
- CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- ACCESSIBLE PARKING SIGN, TYP. (MUTCD R7-8, SEE DETAILS)
- 4" WIDE PAINTED SOLID LINE, TYP.
- CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, FENCE, TYP.
- ELECTRIC VEHICLE PARKING, 10'X20', TYP.
- DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
- ACCESSIBLE RAMP (SEE DETAILS)
- WHEEL STOP, TYP. (SEE DETAILS) (NOT USED)
- LIGHT POLE SHOWN FOR COORDINATION ONLY (SEE SITE LIGHTING PLAN)
- 8' WHITE VINYL BARRIER (SEE DETAILS)
- MONUMENT SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
- FUEL PUMP CANOPY (SEE ARCHITECTURAL PLANS FOR DETAILS)
- 24" WIDE STOP BAR, TYP. (SEE DETAILS)
- STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS)
- PROPANE KIOSK (SEE ARCHITECTURAL PLANS FOR DETAILS)
- TRANSFORMER PAD (REFER TO UTILITY PROVIDER)
- BIKE RACK (SEE LANDSCAPE PLAN FOR DETAILS)
- (2) 20K GALLON & (2) 22K GALLON UNDERGROUND STORAGE TANKS
- AIR STATION ON 4'X3' CONCRETE PAD W/ BOLLARDS
- AIR PUMP PARKING SIGN
- VENT STACK WITH REMOTE E-STOP ON 8'X6' CONCRETE PADS W/ BOLLARDS
- EMERGENCY FUEL PUMP SHUTOFF
- 4'X4' CONCRETE OVERFILL ALARM PAD
- TAPER ASPHALT TO FLUSH CURB (SEE GRADING PLAN, SHEET C5.0)
- SITE RETAINING WALL (FOR REFERENCE ONLY, SEE RETAINING WALL DESIGN BY INSTALLER)

GENERAL NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
- RADIi ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 5'-FEET, TYPICAL.
- REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

LEGEND

	EXISTING PROPERTY LINE		PROPOSED SIDEWALK
	EXISTING EASEMENT		PROPOSED ASPHALT PAVEMENT
	EXISTING PAVEMENT		PROPOSED STANDARD DUTY CONCRETE PAVEMENT
	EXISTING BUILDING SETBACK		PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED CURB AND GUTTER (SEE DETAIL THIS SHEET)		
	PROPOSED 8'-FT WHITE VINYL BARRIER		



SHEET NUMBER		C3.0	
ORIGINAL ISSUE:		08/14/2024	
KHA PROJECT NO.		190203001	
SHEET NUMBER		C3.0	
WAWA		COLERAIN AVE & STRUBLE RD CINCINNATI, OHIO 45251	
SITE PLAN			
Kimley»Horn		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 7965 NORTH HIGH STREET, SUITE 200 COLUMBUS, OH 43235 WWW.KIMLEY-HORN.COM	
SCALE:		AS NOTED	
DESIGNED BY:		WDS	
DRAWN BY:		ACM	
CHECKED BY:		WDS	
SITING UPDATES		10/8/25	WDS
SIDEWALK TIE-IN UPDATES		7/22/25	WDS
WATER SERVICE UPDATE		6/12/25	WDS
SIDEWALK GRADING UPDATES		5/7/25	WDS
STORM SEWER UPDATES		3/20/25	WDS
CANOPY GRADING UPDATES		2/3/25	WDS
GRADING & SANITARY UPDATES		12/21/24	WDS
REVISIONS		No.	DATE
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		8	
		7	
		6	
		5	
		4	
		3	
		2	
		1	

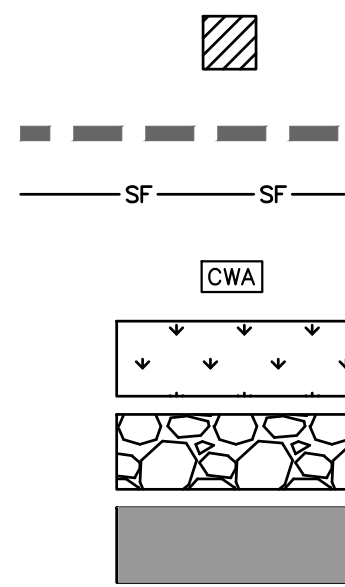


WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

EROSION CONTROL NOTES

1. CONSTRUCTION ENTRANCE SHALL BE LOCATED SO AS TO PROVIDE THE LEAST AMOUNT OF DISTURBANCE TO THE FLOW OF TRAFFIC IN AND OUT OF THE SITE. ADDITIONALLY, CONSTRUCTION ENTRANCE SHALL BE LOCATED TO COINCIDE WITH THE PHASING OF THE PAVEMENT REPLACEMENT.
2. POST CONSTRUCTION STORM WATER POLLUTION CONTROL MEASURES INCLUDE STABILIZATION BY PERMANENT PAVING, DRAINAGE SYSTEM STRUCTURE, OR LANDSCAPING.
3. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL STABILIZATION OF THE SITE IS COMPLETED. CONSTRUCTION COVER, EROSION AND LANDSCAPE PLANS (SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING).
4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OF.
5. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
6. IF ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES IS REQUIRED, THE EROSION/SEDIMENTATION CONTROL PLAN MUST BE REVISIONED AND MUST BE APPROVED BY THE REVIEWING ENGINEER. ENVIRONMENTAL SPECIALIST, OR ARBORIST AS APPROPRIATE. MAJOR REVISIONS MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DISTRICT UTILITY DEPARTMENT. MINOR CHANGES OR ADDITIONAL CONTROL MEASURES TO BE MADE AS FIELD REVISIONS TO THE EROSION AND SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE ENVIRONMENTAL DEPARTMENT DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL PLACE EROSION CONTROL BLANKET (NORTH AMERICAN DEEPER 2150BN OR APPROVED EQUAL) ON SITE AREAS WITH SLOPES GREATER THAN 4:1, AND IN THE BOTTOM AND SIDE SLOPES OF ALL SWALES.
8. PRIOR TO FINAL ACCEPTANCE, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.
9. PERMANENT, FINAL PLANT COVERING OR STRUCTURES SHALL BE INSTALLED PRIOR TO FINAL ACCEPTANCE.
10. ALL CONTROL DEVICES THAT FUNCTION SIMILAR TO SILT FENCE OR FIBER ROLLS MUST BE REPAIRED, REPLACED OR SUPPLEMENTED WITH EFFECTIVE CONTROLS WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES ONE-THIRD THE HEIGHT OF THE DEVICE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF THE RAINFALL EVENT OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
11. ALL SEDIMENT DELTAS AND DEPOSITS MUST BE REMOVED FROM SURFACE WATERS, DRAINAGE WAYS, CATCH BASINS AND OTHER DRAINAGE SYSTEMS. ALL AREAS WHERE SEDIMENT HAS ACCUMULATED AND EXPOSED SOIL MUST BE REESTABLISHED. THE REMOVAL AND STABILIZATION MUST TAKE PLACE IMMEDIATELY, BUT NO MORE THAN 7 DAYS AFTER THE RAINFALL EVENT UNLESS OTHERWISE DURING THE COURSE OF CONSTRUCTION. ALL REASONABLE EFFORTS MUST BE USED TO OBTAIN ACCESS. (ONCE ACCESS IS OBTAINED, REMOVAL AND STABILIZATION MUST TAKE PLACE IMMEDIATELY, BUT NO MORE THAN 7 DAYS LATER. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL APPLICABLE PERMITS AND RECEIVING THE APPLICABLE PERMITS PRIOR TO CONDUCTING ANY WORK.
12. ACCUMULATIONS OF TRACKED AND DEPOSITED SEDIMENT MUST BE REMOVED FROM OFF-SITE PAVED SURFACES WITHIN 24 HOURS OR SOONER IF REQUIRED. SEDIMENT TRACKING MUST BE MINIMIZED BY THE APPROPRIATE MANAGEMENT PRACTICE LIKE USING A DEDICATED SITE EXIT WITH AN AGGREGATE SURFACE, OR DEDICATED OFF-SITE DRIVEWAY. CONTRACTOR IS RESPONSIBLE FOR STREET SWEEPING AND/OR SCRAPING IF YOUR PRACTICES ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED FROM THE SITE.
13. SURFACE WATERS, DRAINAGE DITCHES AND CONVEYANCE SYSTEMS MUST BE INSPECTED FOR SEDIMENT DEPOSITS.
14. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL MEASURES AS INDICATED ON THIS SHEET IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY THE CONTRACTOR AND ASSOCIATES, INC. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE PROVISIONS INDICATED IN THE SWPPP, INCLUDING EROSION CONTROL MEASURES AND INSPECTION FREQUENCY, AS REQUIRED BY THE CEQA NPDES PHASE II PERMIT PROGRAM REQUIREMENTS.
15. PUMPING SEDIMENT LADEN WATER INTO ANY STORMWATER FACILITY THAT IS NOT DESIGNATED TO BE A SEDIMENT TRAP, DRAINAGEWAY, OR OFFSITE AREA EITHER DIRECTLY OR INDIRECTLY WITHOUT FILTRATION IS PROHIBITED.
16. SOIL STOCKPILES SHALL NOT BE LOCATED IN A DRAINAGEWAY, FLOOD PLAIN AREA OR A DESIGNATED BUFFER, UNLESS OTHERWISE APPROVED, UNDER SPECIFIC CONDITIONS TO BE ESTABLISHED BY THE DIRECTOR OR ADMINISTRATOR.
17. STOCKPILES TO REMAIN IN PLACE FOR MORE THAN THREE DAYS SHALL BE PROVIDED WITH SESC MEASURES. MATERIAL IS TO BE HAULED OFF IMMEDIATELY AND LEGALLY IF NO STOCKPILE IS TO REMAIN IN PLACE.
18. ALL TEMPORARY SESC MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
19. WATER REMOVED FROM TRAPS, BASINS, AND OTHER WATER HOLDING DEVICES SUCH AS EXCAVATIONS MUST FIRST PASS THROUGH A SEDIMENT CONTROL AND/OR FLOTATION DEVICE. WHEN Dewatering Devices are used, DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION.
20. SITE STABILIZATION REQUIREMENTS ARE AS FOLLOWS:
 - 20.1. WHERE THE INITIATION OF STABILIZATION MEASURE BY THE 7TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES ON A PORTION OF THE SITE, THE STABILIZATION MEASURE TO COVER THAT PORTION OF THE SITE SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - 20.2. WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 14 DAYS FROM WHEN ACTIVITIES CEASED, (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 14 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE SPECIFIED ON THIS SHEET. THE STABILIZATION MEASURE BY THE 7TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.

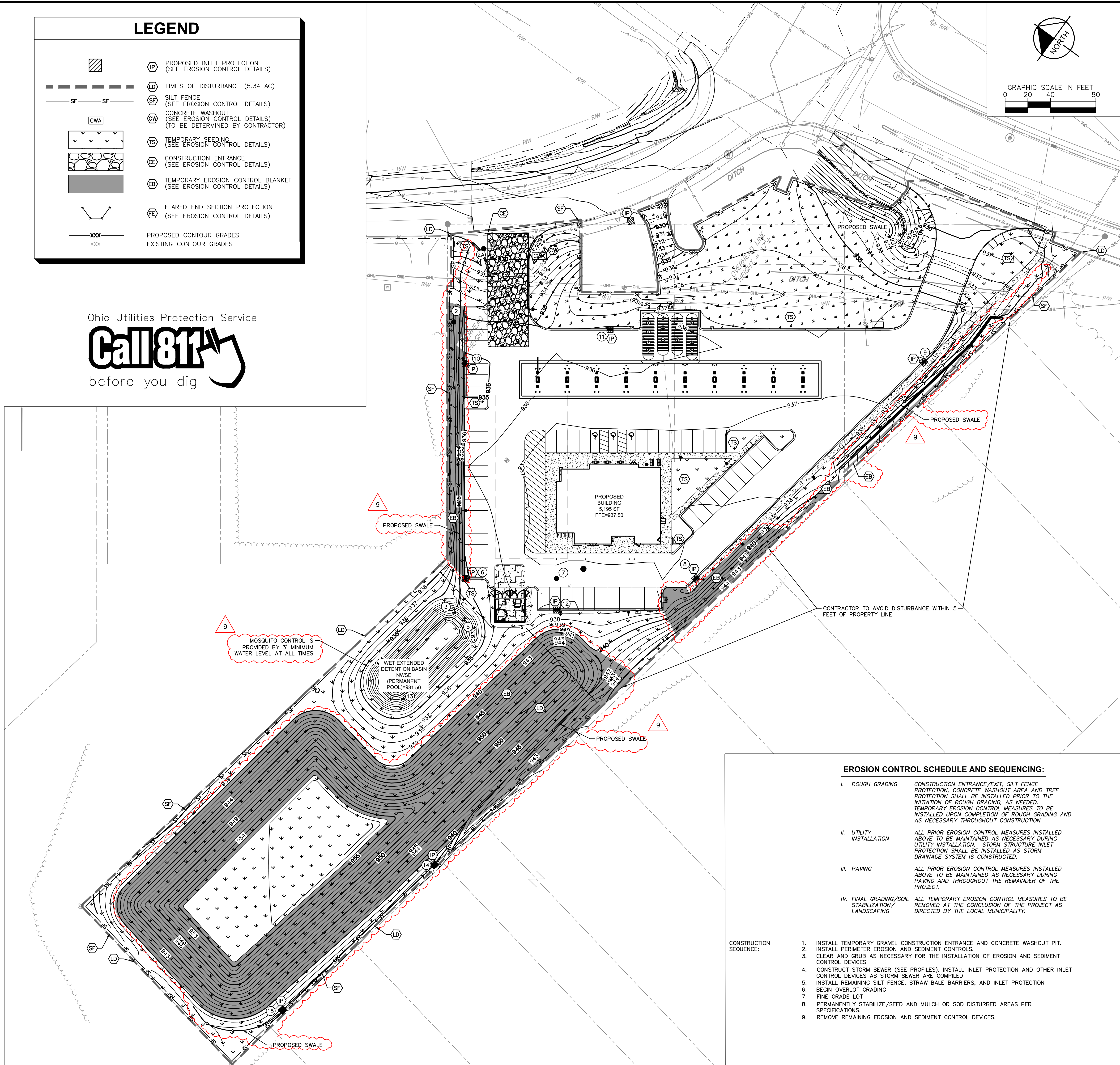
LEGEND



- | | |
|---|---|
|  | PROPOSED INLET PROTECTION
(SEE EROSION CONTROL DETAILS) |
|  | LIMITS OF DISTURBANCE (5.34 AC) |
|  | SILT FENCE
(SEE EROSION CONTROL DETAILS) |
|  | CONCRETE WASHOUT
(SEE EROSION CONTROL DETAILS)
(TO BE DETERMINED BY CONTRACTOR) |
|  | TEMPORARY SEEDING
(SEE EROSION CONTROL DETAILS) |
|  | CONSTRUCTION ENTRANCE
(SEE EROSION CONTROL DETAILS) |
|  | TEMPORARY EROSION CONTROL BLANKET
(SEE EROSION CONTROL DETAILS) |
|  | FLARED END SECTION PROTECTION
(SEE EROSION CONTROL DETAILS) |
| PROPOSED CONTOUR GRADES
EXISTING CONTOUR GRADES | |

Ohio Utilities Protection Service

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**EROSION CONTROL SCHEDULE AND SEQUENCING:**

- I. ROUGH GRADING
CONSTRUCTION ENTRANCE/EXIT, SILT FENCE PROTECTION, CONCRETE WASHOUT AREA AND TREE PROTECTION SHALL BE INSTALLED PRIOR TO THE INITIATION OF ROUGH GRADING. AS NEEDED TEMPORARY EROSION CONTROL MEASURES TO BE INSTALLED UPON COMPLETION OF ROUGH GRADING AND AS NECESSARY THROUGHOUT CONSTRUCTION.
- II. UTILITY INSTALLATION
ALL PRIOR EROSION CONTROL MEASURES INSTALLED ABOVE TO BE MAINTAINED AS NECESSARY DURING UTILITY INSTALLATION. STORM STRUCTURE INLET PROTECTION SHALL BE INSTALLED AS STORM DRAINAGE SYSTEM IS CONSTRUCTED.
- III. PAVING
ALL PRIOR EROSION CONTROL MEASURES INSTALLED ABOVE TO BE MAINTAINED AS NECESSARY DURING PAVING AND THROUGHOUT THE REMAINDER OF THE PROJECT.
- IV. FINAL GRADING/SOIL STABILIZATION AT THE CONCLUSION OF THE PROJECT AS DIRECTED BY THE LOCAL MUNICIPALITY.
ALL TEMPORARY EROSION CONTROL MEASURES TO BE MAINTAINED AS NECESSARY THROUGHOUT CONSTRUCTION.

CONSTRUCTION
SEQUENCE:

1. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT PIT.
2. INSTALL PERIMETER EROSION AND SEDIMENT CONTROLS.
3. CLEAR AND GRUB AS NECESSARY FOR THE INSTALLATION OF EROSION AND SEDIMENT CONTROLS.
4. CONSTRUCT FORM SEWER (SEE PROFILES). INSTALL INLET PROTECTION AND OTHER INLET CONTROLS DEVICES AS STORM SEWER ARE COMPLETED.
5. INSTALL REMAINING SILT FENCE, STRAW BALE BARRIERS, AND INLET PROTECTION.
6. BEGIN OVERLOT GRADING.
7. FINE GRADE LOT.
8. PERMANENTLY STABILIZE/SEED AND MULCH OR SOD DISTURBED AREAS PER SPECIFICATIONS.
9. REMOVE REMAINING EROSION AND SEDIMENT CONTROL DEVICES.

WAWA
COLERAIN AVE & STRUBLE RD
CINCINNATI, OHIO 45251

EROSION CONTROL PLAN PHASE 2

ORIGINAL ISSUE: 35 (1) (1993)

KHA PROJECT NO
190203001

SHEET NUMBER

C4.1

Drawing name: K:\CIB_LDEV\190203001_UniCorp_Coleraim\CD Plans\Storm & Grading Plans\CD C5.0 GRADING PLAN Oct 08, 2025 3:56pm by: Bill Skelba
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GRADING LEGEND

ME = MATCH ELEVATION
TC = TOP OF CASTING ELEVATION
TW = TOP OF WALL ELEVATION
BW = BOTTOM OF WALL
FFE = FINISHED FLOOR ELEVATION
FL = FLOW LINE
T = TOP OF CURB

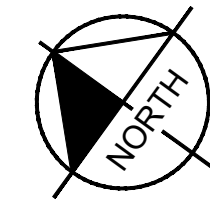
---XXX--- PROPOSED CONTOUR
---XXX--- EXISTING CONTOUR
---RIDGE--- RIDGE LINE
X XXX X SLOPE AND FLOW DIRECTION
← 100-YEAR OVERLAND OVERFLOW ROUTE
→ OVERLAND OVERFLOW ROUTE
---ST--- PROPOSED STORM SEWER LINE
---S--- PROPOSED STORM CATCH BASIN
---M--- PROPOSED STORM MANHOLE
---H--- PROPOSED STORM HEADWALL
---RIP RAP (SEE DETAILS)
---S--- PROPOSED SWALE

GRADING NOTES

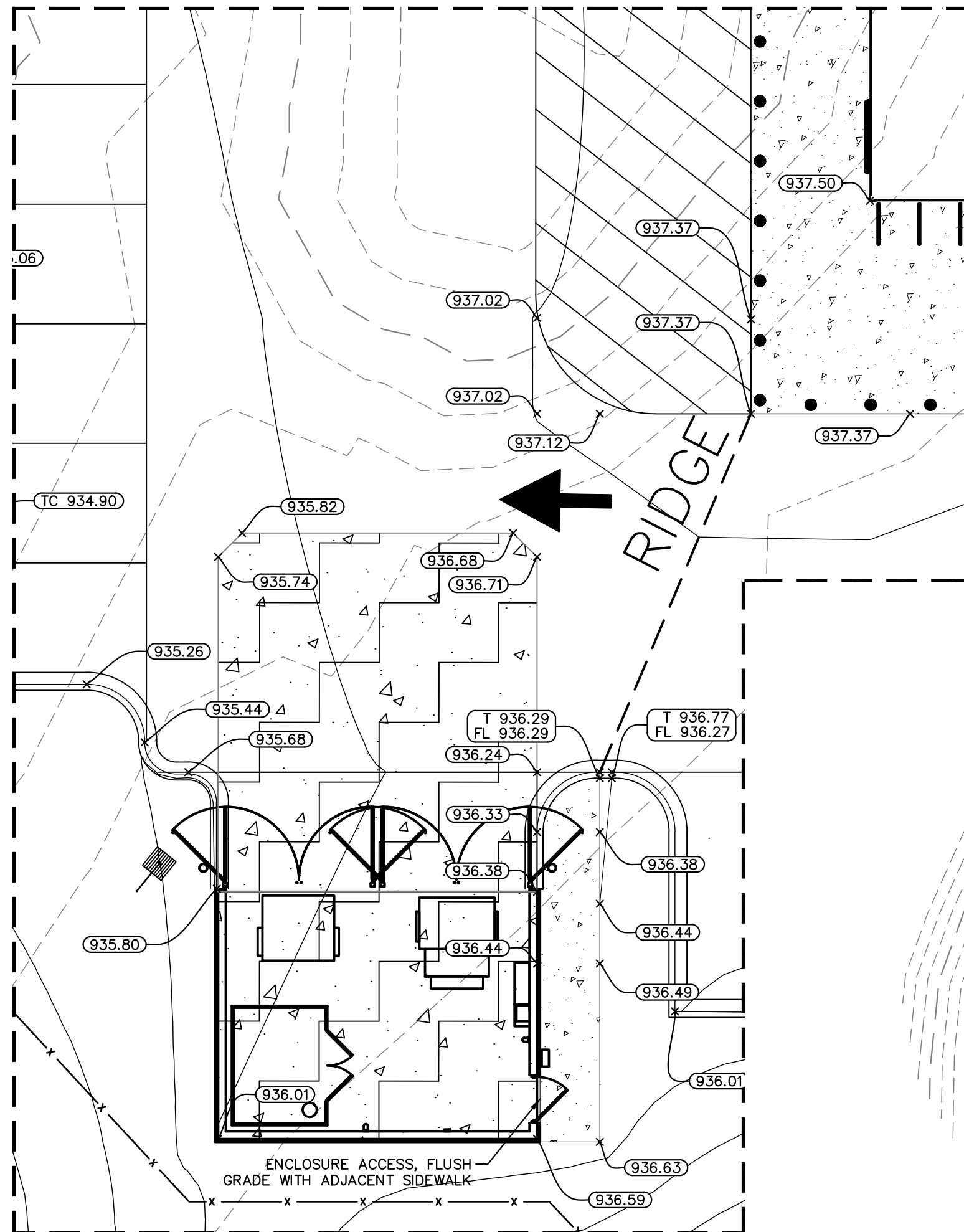
- CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
- ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
- NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
- MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
- MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
- MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS. UNLESS SHOWN OTHERWISE.

Ohio Utilities Protection Service

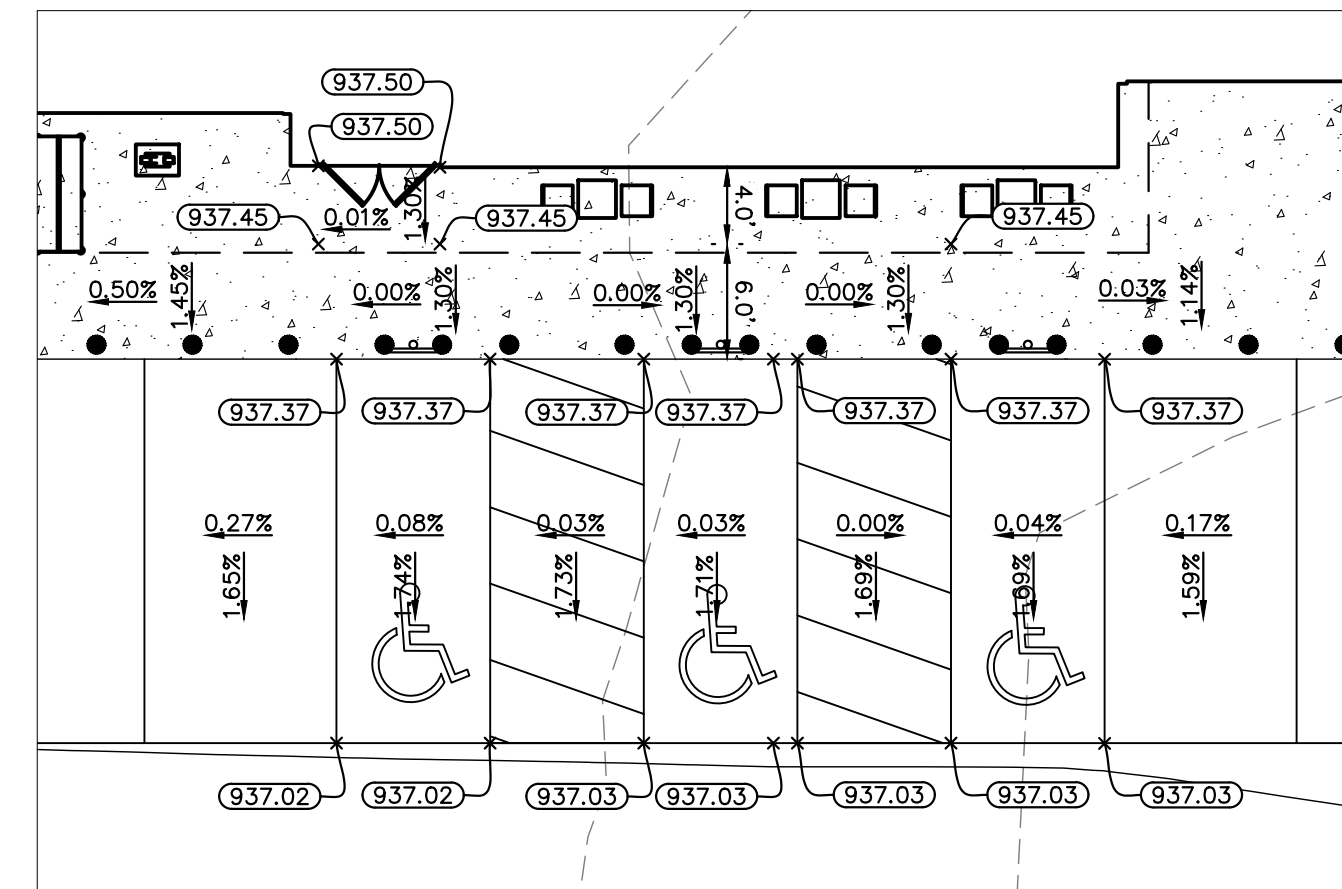
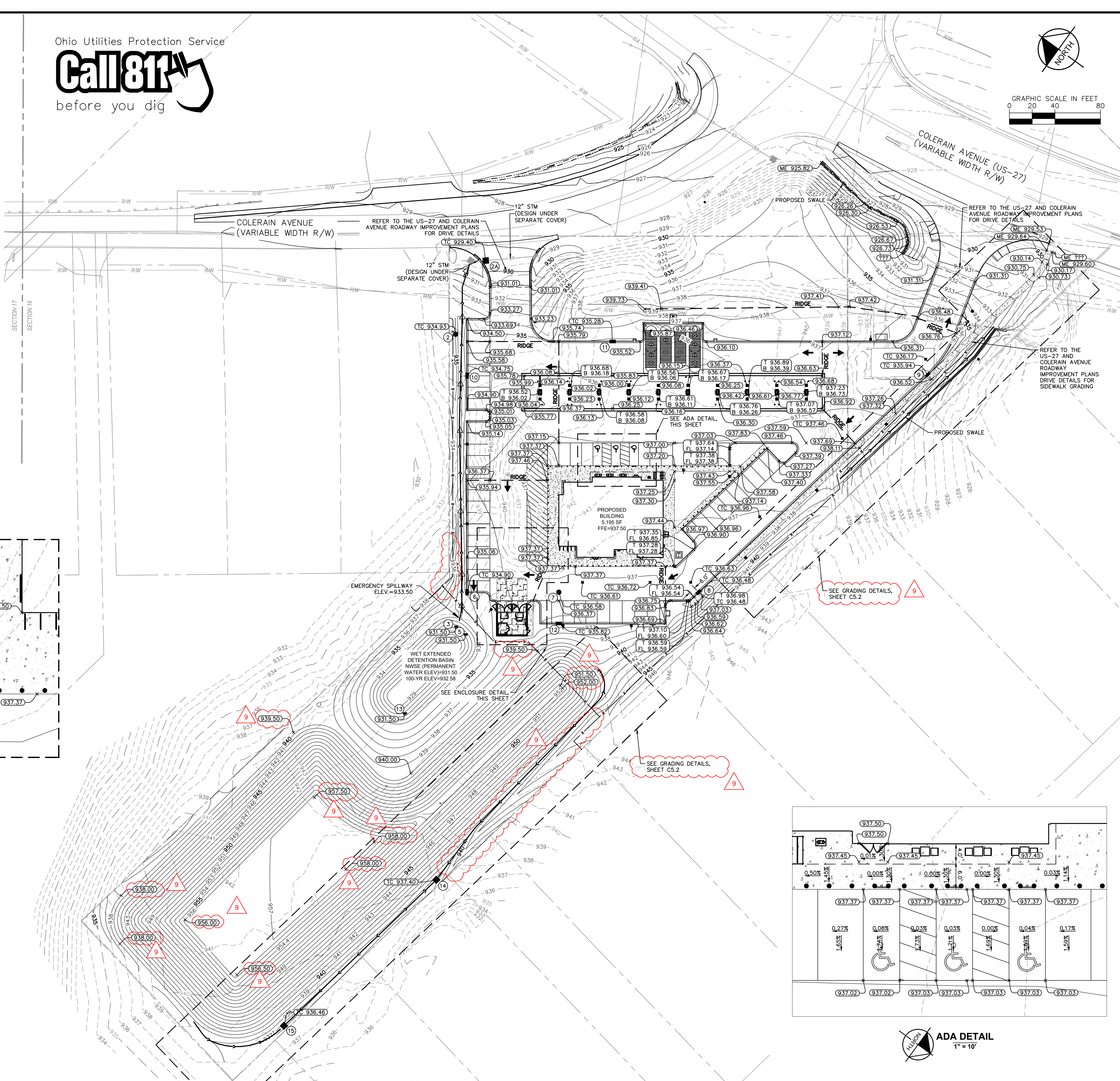
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GRAPHIC SCALE IN FEET
0 20 40 80



ENCLOSURE DETAIL
1" = 10'

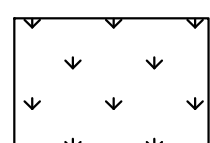


ADA DETAIL
1" = 10'

C5.0		SHEET NUMBER		KHA PROJECT NO. 190203001		ORIGINAL ISSUE: 08/14/2024		GRADING PLAN		WAWA COLERAIN AVE & STRUBBLE RD CINCINNATI, OHIO 45251																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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LANDSCAPE REQUIREMENTS PER "COLRAINE TOWNSHIP" CODE OF ORDINANCES		
CODE	REQUIREMENTS	PROVIDED
STREETSCAPE BUFFER 14.5.1	15' STREETSCAPE BUFFER 1 ORNAMENTAL TREE PER 25 LF OF STREET FRONTAGE 10 SF OF LANDSCAPED AREA PER EVERY 100 SF OF STREETSCAPE BUFFER 505 LF / 25 LF = 21 ORNAMENTAL TREES 7575 SF / 100 SF = 76 * 10 = 760 SF OF LANDSCAPED AREA	21 ORNAMENTAL TREES PROVIDED 760 SF OF LANDSCAPING PROVIDED
LOT BUFFER YARD 14.5.2	10' BUFFER YARD BETWEEN USES 6' HIGH FENCE 3 EVERGREEN TREES AND 6 SHRUBS PER 60 LF OF LOT LINE OR 8 EVERGREEN TREES OFFSET FOR EVERY 80 LF OF LOT LINE 12 SHRUBS FOR EVERY 75 LF OF LOT LINE SOUTH: 955 LF 955 LF / 60 LF = 15.9 * 3 = 48 TREES 955 LF / 60 LF = 15.9 * 6 SHRUBS = 96 SHRUBS WEST: 193 LF 193 LF / 60 LF = 3.2 * 3 = 10 TREES 193 LF / 60 LF = 3.2 * 6 = 20 SHRUBS NORTH: 686 LF 686 LF / 60 LF = 11.4 * 3 = 35 TREES 686 LF / 60 LF = 11.4 * 6 = 69 SHRUBS	SOUTH: 532 LF 8' HIGH FENCE 48 TREES PROVIDED 96 SHRUBS PROVIDED WEST: 193 LF BUFFERED BY EXISTING FENCE AND VEGETATION NORTH: 686 LF BUFFERED BY EXISTING FENCE 35 TREES PROVIDED 47 SHRUBS PROVIDED
PARKING LOT INTERIOR LANDSCAPING 14.6.1	15% MINIMUM OF PARKING AREA LANDSCAPED 11381 SF * .15 = 1707 SF	1707 SF PROVIDED
PARKING LOT ISLANDS 14.6.2	LANDSCAPE ISLANDS SHALL BE LOCATED AT THE END OF EACH PARKING ROW MINIMUM SIZE OF 135 SF 2 TREES AND 6 SHRUBS PER 15 PARKING SPACES 1 TREE AND 2 SHRUBS PER ISLAND 56 SPACES 56 SPACES / 15 SPACES = 3.7 * 2 = 8 TREES 56 SPACES / 15 SPACES = 3.7 * 6 = 23 SHRUBS	8 TREES PROVIDED 23 SHRUBS

SEEDING LEGEND



PERMANENT SEEDING
AMERITURF FRONTRUNNER BLEND TALL
FESCUE; APPLY AT A RATE OF 350 LBS/ACRE
(8LBS/1000 SQFT)

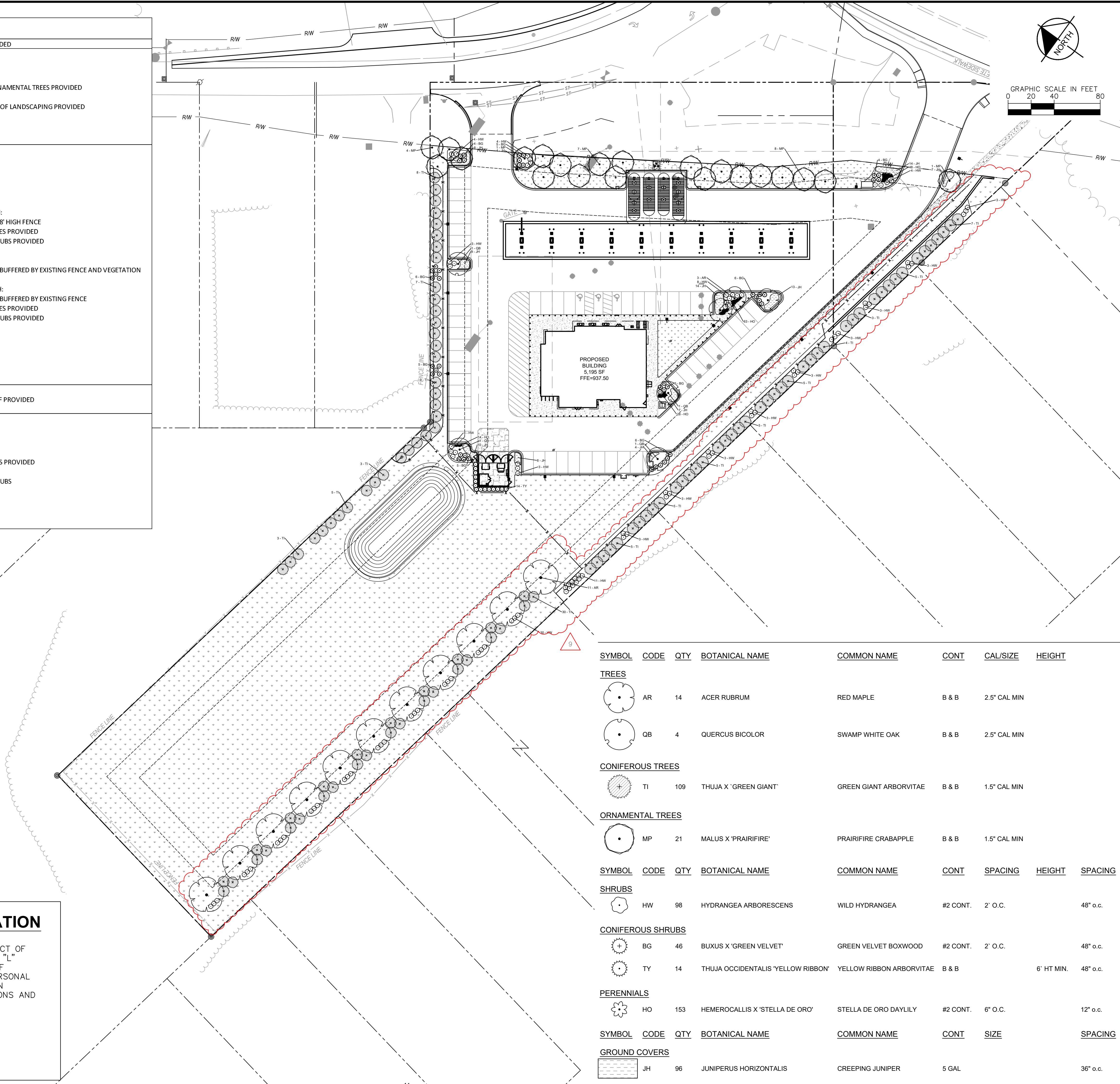
PROFESSIONAL ENGINEER'S CERTIFICATION

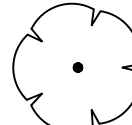
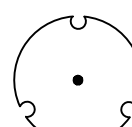
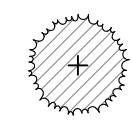
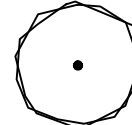
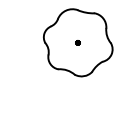
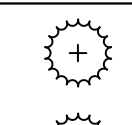
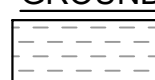
I, CHRISTOPHER M. HICE, A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT OF OHIO, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "L" SERIES LANDSCAPE SHEETS LISTED ABOVE, WAS PREPARED ON BEHALF OF UNICORP NATIONAL DEVELOPMENTS, INC. BY KIMLEY-HORN UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 14TH DAY OF SEPTEMBER, A.D., 2023

dm

OHIO LICENSED LANDSCAPE ARCHITECT 1071
MY LICENSE EXPIRES ON DECEMBER 31, 2024



<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL/SIZE</u>	<u>HEIGHT</u>	
<u>TREES</u>								
	AR	14	ACER RUBRUM	RED MAPLE	B & B	2.5" CAL MIN		
	QB	4	QUERCUS BICOLOR	SWAMP WHITE OAK	B & B	2.5" CAL MIN		
<u>CONIFEROUS TREES</u>								
	TI	109	THUJA X 'GREEN GIANT'	GREEN GIANT ARBORVITAE	B & B	1.5" CAL MIN		
<u>ORNAMENTAL TREES</u>								
	MP	21	MALUS X 'PRAIRIFIRE'	PRAIRIFIRE CRABAPPLE	B & B	1.5" CAL MIN		
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SPACING</u>	<u>HEIGHT</u>	<u>SPACING</u>
<u>SHRUBS</u>								
	HW	98	HYDRANGEA ARBORESCENS	WILD HYDRANGEA	#2 CONT.	2' O.C.		48" o.c.
<u>CONIFEROUS SHRUBS</u>								
	BG	46	BUXUS X 'GREEN VELVET'	GREEN VELVET BOXWOOD	#2 CONT.	2' O.C.		48" o.c.
	TY	14	THUJA OCCIDENTALIS 'YELLOW RIBBON'	YELLOW RIBBON ARBORVITAE	B & B		6' HT MIN.	48" o.c.
<u>PERENNIALS</u>								
	HO	153	HEMEROCALLIS X 'STELLA DE ORO'	STELLA DE ORO DAYLILY	#2 CONT.	6" O.C.		12" o.c.
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>		<u>SPACING</u>
<u>GROUND COVERS</u>								
	JH	96	JUNIPERUS HORIZONTALIS	CREeping JUNIPER	5 GAL			36" o.c.

LANDSCAPE PLAN WAWA COLERAIN AVE & STRUBLE RD CINCINNATI, OHIO 45251 ORIGINAL ISSUE: 08/14/2024 KHA PROJECT NO. 190203001 SHEET NUMBER L1.0	WAWA COLERAIN AVE & STRUBLE RD CINCINNATI, OHIO 45251	SCALE: AS NOTED DESIGNED BY: WDS DRAWN BY: ACM CHECKED BY: WDS	Kimley»Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 7985 NORTH HIGH STREET, SUITE 200 COLUMBUS, OHIO 43260 PHONE: 614-454-6699 WWW.KIMLEY-HORN.COM	9	SITE UPDATES	10/8/25	WDS
				8	SIDEWALK TIE-IN UPDATES	7/22/25	WDS
				7	WATER SERVICE UPDATES	6/12/25	WDS
				6	SIDEWALK GRADING UPDATES	5/7/25	WDS
				5	STORM SEWER UPDATES	3/20/25	WDS
				4	CANOPY GRADING UPDATES	2/3/25	WDS
				3	GRADING & SANITARY UPDATES	12/27/24	WDS
				N6	REVISIONS	DATE	BY



MOD-25-1
STAFF REPORT
Board of Trustees

Major Modification

Staff & Hearing Information

Department: Planning & Zoning
Staff: David J. Peters
Hearing Date: October 14, 2025

Case Information

Application Type: Major Modification
Original CZC Case #: CZC-05-6
Property Address: 10345 Colerain Av.
Parcel Number(s): 510-0182-0181-00
Common District Name: Klei Mowers
Applicant: Patrick Warnement
Property Owner(s): Wawa Midwest, LLC.

Modification Request Summary

The subject property, located at 10345 Colerain Avenue, comprises approximately 5.347 acres with a combined frontage of 550 feet along Colerain Avenue. The site is mostly level, developed historically by Klei Mowers. The property was originally rezoned in 2005 under Case ZA2005-006 (Klei Mowers) to "EE – Planned Retail Business" (later reclassified as PD-B – Planned Development Business) to allow commercial sales and service of outdoor power equipment. In 2007, a minor amendment permitted the addition of outdoor mulch storage in concrete bins.

In 2022, Township staff were informed of the applicant's interest in redeveloping the property for a Wawa gas station and convenience store. The proposed development required a Major Modification to the existing PD-B district and a Zoning Map Amendment to include an adjacent 0.604-acre parcel zoned R-3 – Suburban-Low Residential District at the time. The Colerain Township Zoning Commission held a public hearing on June 20, 2023, to consider Case ZA2023-09, and voted 4-1 to recommend denial of the proposed Major Modification and Zoning Map Amendment. On July 11, 2023, the Board of Trustees held a public hearing and voted to table consideration of the Planned District and requested further engagement with staff and the community.

Following that hearing, the applicant hosted a Community Engagement Meeting on July 18, 2023, to address concerns raised by residents and staff. Based on the feedback received, the applicant submitted a revised Preliminary Development Plan incorporating several improvements, including relocated underground storage tanks further from adjacent residential properties and expanded landscaping and buffer yards along the southern boundary. Township staff subsequently reviewed the revised submittal and determined that the plan addressed the primary concerns identified during the initial public hearing process.

On August 8, 2023, the Board of Trustees approved the Preliminary Development Plan for the site with the following four conditions:

- TV monitoring shall be programmed to shut off between 12 AM and 6 AM.
- The proposed vinyl fence be modified from 8' to 12' high.
- There shall be zero (0) footcandles of light at the property line of the site.
- There shall be a reading of zero decibels at the property line bordering any residential site at any point of the day.

Following the Board of Trustees' approval of the Major Modification and Zoning Map Amendment with four conditions, the applicant proceeded with detailed site engineering and interagency coordination. Hamilton County Department of Public Works and the Hamilton County Soil and Water Conservation District subsequently reviewed and approved the project's stormwater management and earthwork plans. Throughout the construction period, Wawa representatives received feedback and conducted multiple meetings with neighboring property owners and continued to refine the site design to address concerns related to stormwater runoff, noise, screening, and visual impacts. As a result of those discussions and subsequent technical reviews, the following revisions have been incorporated into the updated plan:

- Improved drainage design, including expanded on-site detention capacity to reduce runoff onto adjacent residential lots;
- Addition of a retaining wall to stabilize grade transitions and minimize the extent of earth mounding abutting neighboring properties;
- Enhanced landscape treatments along the southern and western property lines to improve screening between the commercial use and nearby residences; and
- Installation of supplemental trees behind the drainage swale and at the base of the earthen mound to provide year-round buffering and erosion control.

Request

With the benefit of complete applicable agency review and refined design details, the applicant is now seeking a Final Development Plan modification to address several specific site elements. The requested modifications are as follows:

- **Fencing Adjustment.** The approved 12-foot fence is proposed to be reduced to 8 feet in height, while maintaining the same overall elevation of screening. This is achieved through the addition of the retaining wall and relocation of the fence to a higher grade along the southern boundary, resulting in no net loss of screening effectiveness. This would modify a former condition.
- **Landscape Relocation.** The applicant proposes to relocate certain landscape groupings to the residential side of the fence to better align with the final grading plan. The total number of trees and shrubs has not been reduced; in several areas, additional trees and vegetation has been added to strengthen the buffer and ensure continuous coverage along the property line.
- **TV Monitor Operation.** Consistent with the intent of the original condition limiting nighttime disturbance, the applicant requests that the requirement for the monitoring screens to shut off between 12:00 A.M. and 6:00 A.M. be modified to allow the monitors to remain on for payment processing but programmed to "mute" during that period. This adjustment preserves safety and operational visibility for customers and staff while maintaining compliance with the Township's goal of minimizing noise impacts to surrounding residences.

Collectively, these refinements represent minor but meaningful improvements that preserve the intent of the previously approved conditions while integrating the results of detailed engineering, agency coordination, and neighborhood input.

Staff Findings

Consistency with Prior Approval

The applicant's current request represents refinements to the previously approved Final Development Plan rather than a substantive change in use or intensity. Each proposed modification maintains consistency with the overall design intent and the conditions imposed by the Board of Trustees. The revised details are based on final engineering review, interagency coordination, and direct feedback from adjacent property owners.

Fence Height and Screening Elevation

The modification to reduce the fence height from 12 feet to 8 feet is offset by its relocation to a higher finished grade created by the new retaining wall. This adjustment preserves the total elevation and visual screening effectiveness originally intended by the 12-foot requirement. The relocation also results in a cleaner grade transition and improved site stability along the southern property line. Staff finds that this revision meets the purpose of the original condition while achieving improved engineering efficiency and site safety.

Landscaping Adjustments

The applicant proposes to add numerous trees and to shift the location of certain landscaping beds and groupings to correspond with final grading and drainage improvements. The quantity, species diversity, and density of plantings meet or exceed the previously approved landscape plan, with added trees and vegetation introduced in key areas to strengthen the visual buffer.

Noise Mitigation

The modification to allow monitors to remain on but muted between 12:00 A.M. and 6:00 A.M. maintains the intent of the original condition, which was to eliminate audible disturbances during nighttime hours. Staff finds this approach reasonable,

as it balances operational needs for customer safety and visibility with the Township's objective to protect adjacent residential properties from noise impacts. The "mute" programming requirement achieves the same mitigation outcome as full shutoff while allowing for continued visual monitoring of the premises.

Neighborhood Engagement and Compatibility

Wawa has demonstrated ongoing engagement with surrounding residents throughout the design process, hosting multiple meetings and incorporating feedback into the revised plans. The improvements have enhanced compatibility with neighboring homes. Staff finds that these measures, coupled with the previously imposed operational conditions, provide sufficient transition between the commercial and residential districts consistent with the intent of the Zoning Resolution.

Based on review of the revised plans, agency approvals, and applicant's response to prior conditions, Staff finds that the proposed Final Development Plan modifications maintain full compliance with the Colerain Township Zoning Resolution and the intent of the Board of Trustees' original approval. The revisions improve engineering efficiency, maintain or enhance visual and acoustic buffering, and do not result in any increase in site intensity or adverse impact to adjacent residential uses.

Staff Recommendation

Staff recommends that the Board of Trustees **APPROVE** the Major Modification request.

Condition(s) of Approval (if applicable):

1. The height of the earthen mound shall be reduced by ten (10) feet from the elevation previously approved by the Hamilton County Soil & Water Conservation District, ensuring that the final grade and slope remain consistent with all applicable County engineering and stormwater requirements.
 2. The developer shall establish and maintain a vegetation buffer along the property line adjacent to the mound, as depicted on the attached site and landscape plans. This buffer, located on the south side of the fence, shall include a combination of trees, shrubs, and groundcover plantings designed to improve aesthetic quality and enhance screening.
 3. The developer shall not be required to implement any condition or directive that would result in noncompliance with the requirements or prohibitions of another reviewing agency, including but not limited to the Hamilton County Department of Public Works, Hamilton County Soil and Water Conservation District, or the Ohio Environmental Protection Agency.
 4. Twelve (12) feet of screening shall be provided using a combination of eight (8) foot privacy fence, earthworks, and retaining wall. The top of the fence remains no less than twelve (12) feet above the average adjacent grade.
 5. The television monitors may remain operational between 12:00 A.M. and 6:00 A.M. for payment processing and safety purposes; however, the monitors shall be programmed to "mute" during this period, disabling audio output.
-

Respectfully submitted for the Colerain Township Board of Trustees' consideration,

A handwritten signature in black ink, reading "David Peters". The signature is written in a cursive, flowing style with a large initial "D" and "P".

David Peters, Senior Planner

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Presentation by Hamilton County Auditor Jessica Miranda

No action is requested of the Board.

Rationale:

Hamilton County Auditor Jessica Miranda will be in attendance to provide an update on her office.

HAMILTON COUNTY



AUDITOR'S OFFICE



Jessica E. Miranda
HAMILTON COUNTY AUDITOR

Hi, I'm Auditor Miranda!

Former State Representative, Ohio Statehouse Whip, and Winton Woods School Board President

Passion for Fair School Funding, Replenished Local Government Funding, for greater economic opportunity for Hamilton County Residents

Lifelong Ohioan, raising her three daughters in the City of Forest Park, the second largest city in Hamilton County

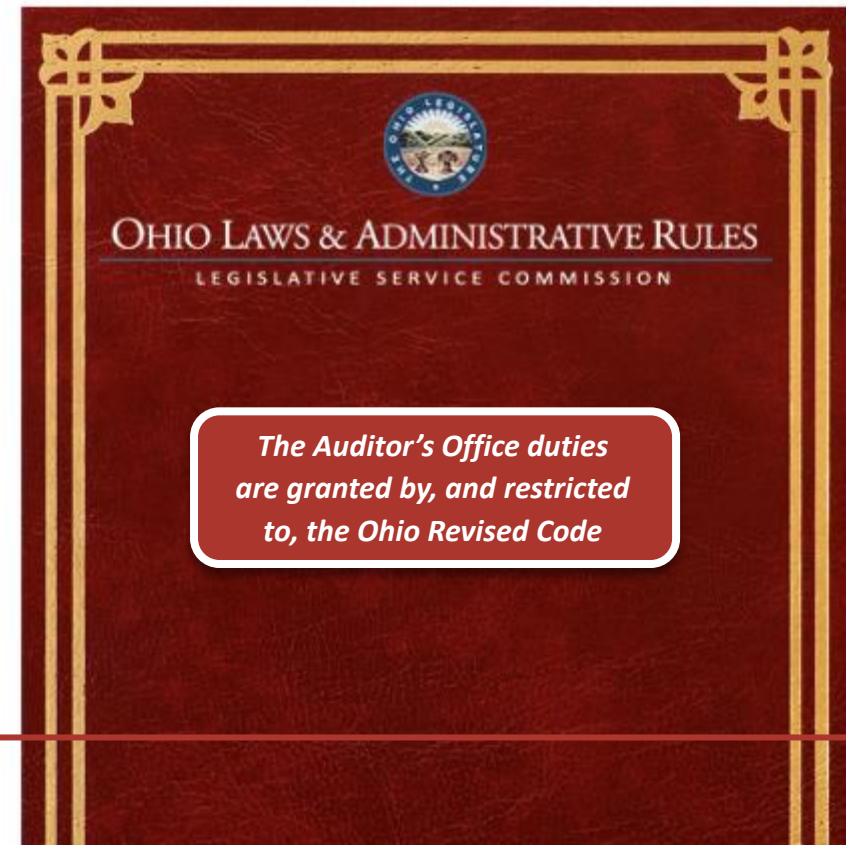


AUDITOR RESPONSIBILITIES

SERVING OUR COMMUNITY

Our mission is to perform professionally the statutory duties of this office with **integrity, independence**, and a spirit of technological **innovation**.

- ➔ Chief Financial Officer
- ➔ Real Property Assessor
- ➔ County Board of Revision
- ➔ County Budget Commission
- ➔ Administration of Rental Registration Program, Homestead Exemption, Owner Occupancy Credit
- ➔ Dog Licensing
- ➔ Weights and Measures
- ➔ Other duties as assigned by statute



OUT AND ABOUT

WHAT OUR OFFICE IS UP TO

FORFEITED LAND SALE

September 9th
98 properties sold



Jessica Miranda's
AUDITOUR
ON THE ROAD TO YOUR COMMUNITY 



WE SERVE THE COMMUNITY

BUT WE DON'T DO IT ALL

County Auditor's Offices administer functions outlined in statute. While we have many responsibilities, **we don't do everything!**

Collect Property Taxes

That's the County Treasurer!

Manage Deeds

That's the County Recorder!

Provide Surveys & Maps

That's the County Engineer!

Make Abatement Policy

That's your local political
subdivision!



WE WORK IN VALUES

NOT TAXES

The Auditor's Office does not have the authority to outright lower your property tax liability. **Tax policy is set by the State and your locally elected officials.**



HOW DOES THE VALUE IMPACT THE CALCULATION OF TAXES OWED?

Property value is part of the formula for calculating property taxes, it is not the only variable.

Communities see increases in tax revenue by having more taxable property (new construction) or by voters approving a property tax increase or new levy.



AN INCREASE IN FAIR MARKET VALUE DOESN'T MEAN AN EQUAL INCREASE IN PROPERTY TAXES.

For example, if your property value goes down 5%, it does not mean your taxes go down 5%.

Voted levies in most cases impact your taxes. However, Ohio law provides reduction factors for those voted levies. This means that a factor is applied to adjust taxes on new market value of each existing property to produce the same revenue that was received in the previous year.



THREE AREA COMPARISON

(ALL POLITICAL SUBDIVISIONS)

Cincinnati		Green Township		Sharonville	
Parcel Example: 001-0001-0001-00		Parcel Example: 550-0242-0102-00		Parcel Example: 608-0012-0146-00	
Parcel Value	\$236,790	Parcel Value	\$236,820	Parcel Value	\$236,810
Real Property Current Tax	\$5,048.88	Real Property Current Tax	\$4,199.00	Real Property Current Tax	\$3,360.64



REAPPRAISAL PROCESS

STATUTORILY REQUIRED, EXPERTLY EXECUTED

Ohio Law requires Auditors to value properties in their respective County, at fair market value, **twice during a six year cycle.**

Cycle	Purpose	Schedule
Annual	Permits, new construction, etc.	Every Year
Triennial (every 6 years, alternating)	Desktop review based on recent sales	2026, 2032, 2038
Mass-Appraisal (every 6 years, alternating)	Full review of over 350,000 parcels within the county, conducted in partnership with contracted, external appraisers	2023, 2029, 2035



WEBSITE ANNOUNCEMENT

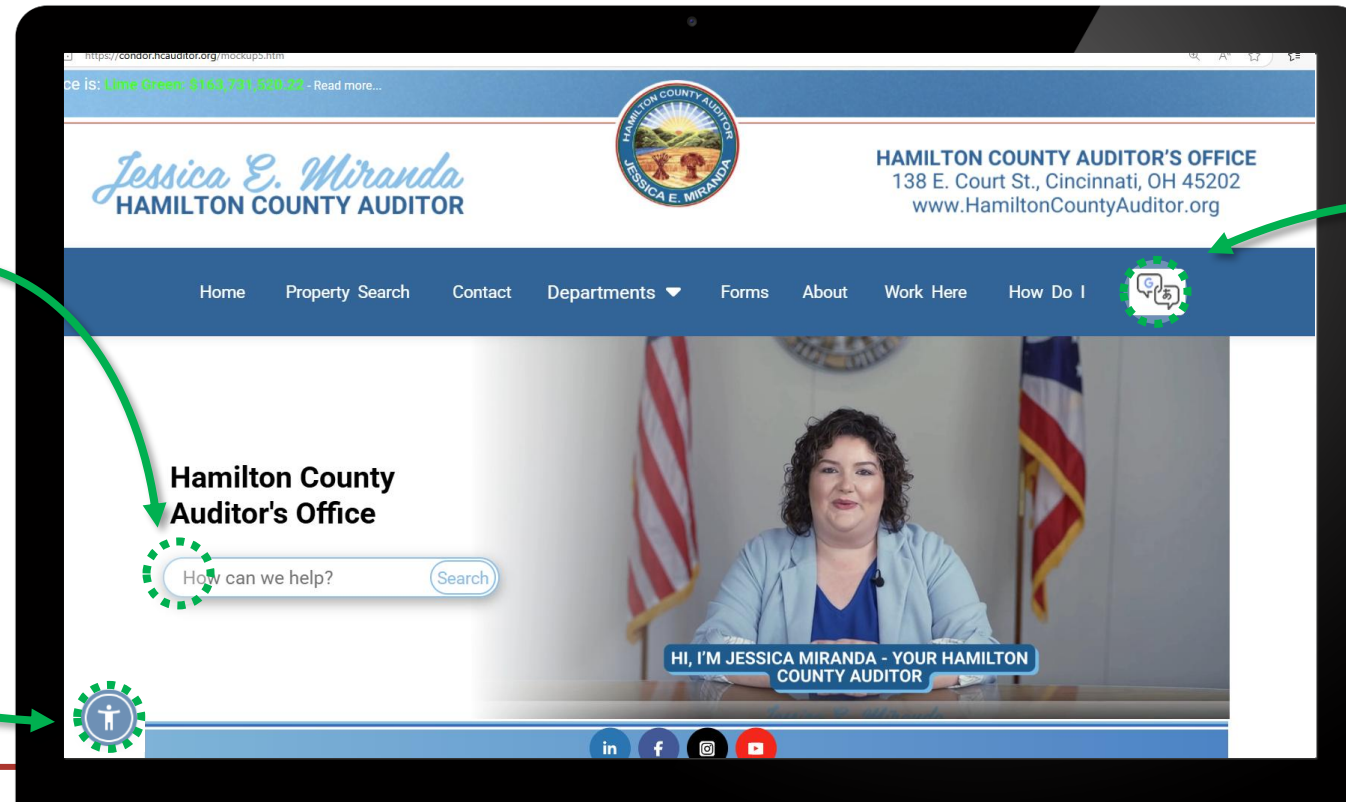
NEW HOMEPAGE

We are excited to launch the Hamilton County Auditor's Office's brand-new homepage, designed with you in mind. Our updated layout and features will help you quickly access key services with unprecedented ease.

A search bar makes navigation even easier!

An accessibility plug-in ensures all can use this resource!

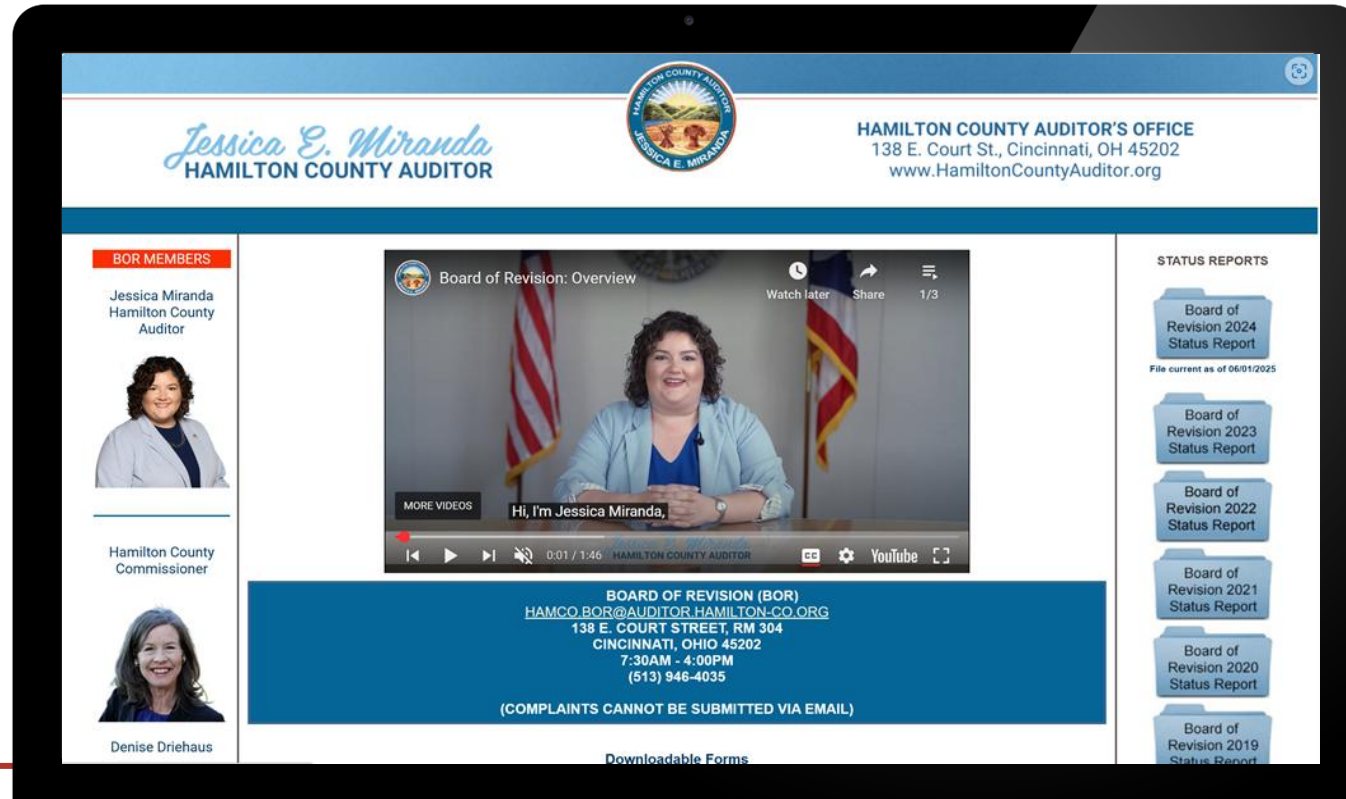
A translation tool with over 100 languages!



WEBSITE TOOLS

BOARD OF REVISION

Any owner of property in Hamilton County may **contest a property value by filing a complaint** with the Board of Revision between 1/1 and 3/31 each year. Forms can be found at  www.HamiltonCountyAuditor.org.



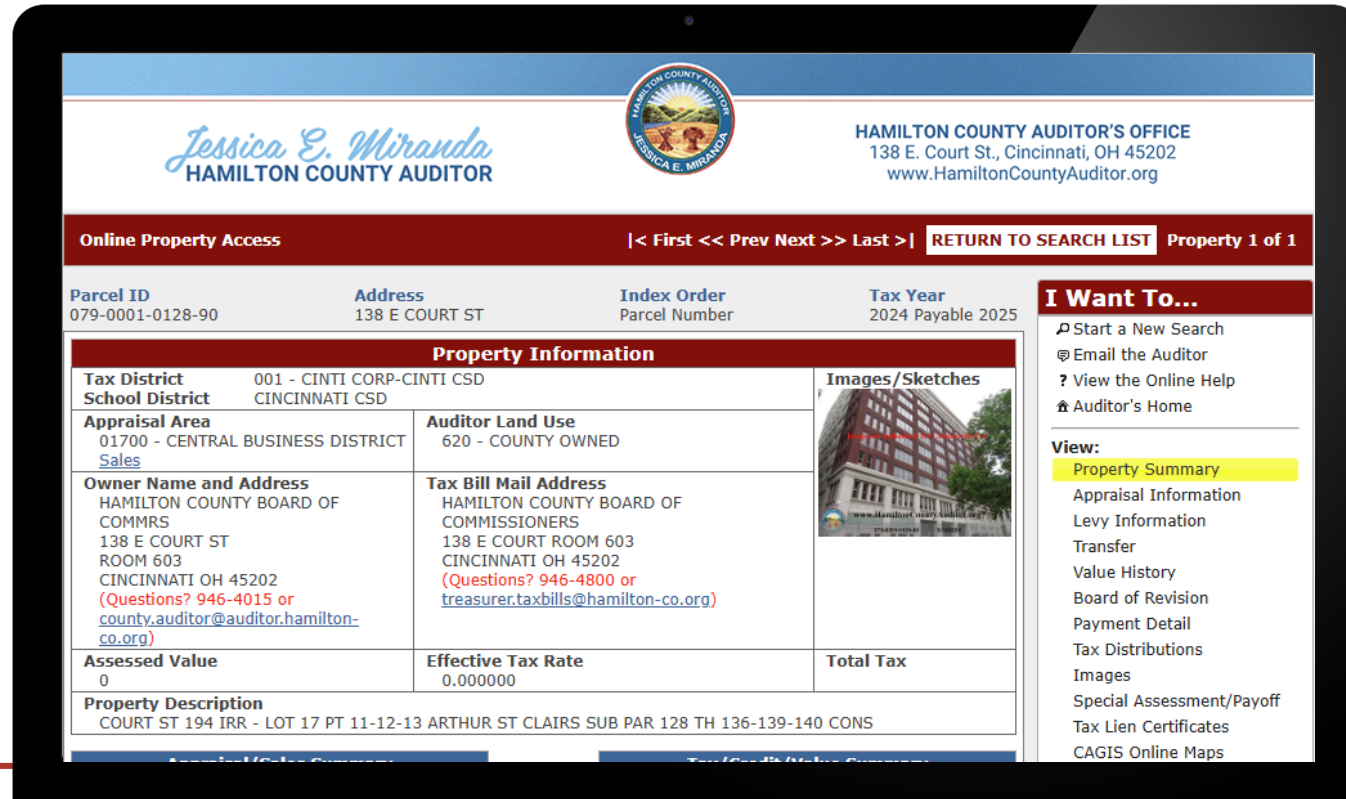
The screenshot displays the Hamilton County Auditor's Office website. At the top, the name "Jessica E. Miranda" and title "HAMILTON COUNTY AUDITOR" are shown next to the official seal. To the right, the office address "138 E. Court St., Cincinnati, OH 45202" and website "www.HamiltonCountyAuditor.org" are listed. The main content area features a video titled "Board of Revision: Overview" with a play button and a "Hi, I'm Jessica Miranda," caption. Below the video, contact information for the Board of Revision (BOR) is provided: "HAMCO.BOR@AUDITOR.HAMILTON-CO.ORG", "138 E. COURT STREET, RM 304", "CINCINNATI, OHIO 45202", "7:30AM - 4:00PM", and "(513) 946-4035". A note states "(COMPLAINTS CANNOT BE SUBMITTED VIA EMAIL)". On the left, a "BOR MEMBERS" section lists Jessica Miranda and Denise Driehaus. On the right, a "STATUS REPORTS" section lists reports for the years 2019 through 2024. A "Downloadable Forms" link is at the bottom.



WEBSITE TOOLS

TAX & SALES INFO

You can use  www.HamiltonCountyAuditor.org to search property and tax info by name, address, or parcel.



The screenshot displays the Hamilton County Auditor's Office website. At the top, it features the name "Jessica E. Miranda" and the title "HAMILTON COUNTY AUDITOR" next to the official seal. To the right, the office address "138 E. Court St., Cincinnati, OH 45202" and website "www.HamiltonCountyAuditor.org" are listed.

The main content area is titled "Online Property Access" and includes navigation links: "< First << Prev Next >> Last >|" and a "RETURN TO SEARCH LIST" button. It indicates "Property 1 of 1".

Property details are shown in a table:

Parcel ID	Address	Index Order	Tax Year
079-0001-0128-90	138 E COURT ST	Parcel Number	2024 Payable 2025

Below this, a "Property Information" section is displayed:

Tax District 001 - CINTI CORP-CINTI CSD	Images/Sketches 
School District CINCINNATI CSD	
Appraisal Area 01700 - CENTRAL BUSINESS DISTRICT	Auditor Land Use 620 - COUNTY OWNED
Owner Name and Address HAMILTON COUNTY BOARD OF COMMR 138 E COURT ST ROOM 603 CINCINNATI OH 45202 (Questions? 946-4015 or county.auditor@auditor.hamilton-co.org)	Tax Bill Mail Address HAMILTON COUNTY BOARD OF COMMISSIONERS 138 E COURT ROOM 603 CINCINNATI OH 45202 (Questions? 946-4800 or treasurer.taxbills@hamilton-co.org)
Assessed Value 0	Effective Tax Rate 0.000000
Property Description COURT ST 194 IRR - LOT 17 PT 11-12-13 ARTHUR ST CLAIRS SUB PAR 128 TH 136-139-140 CONS	

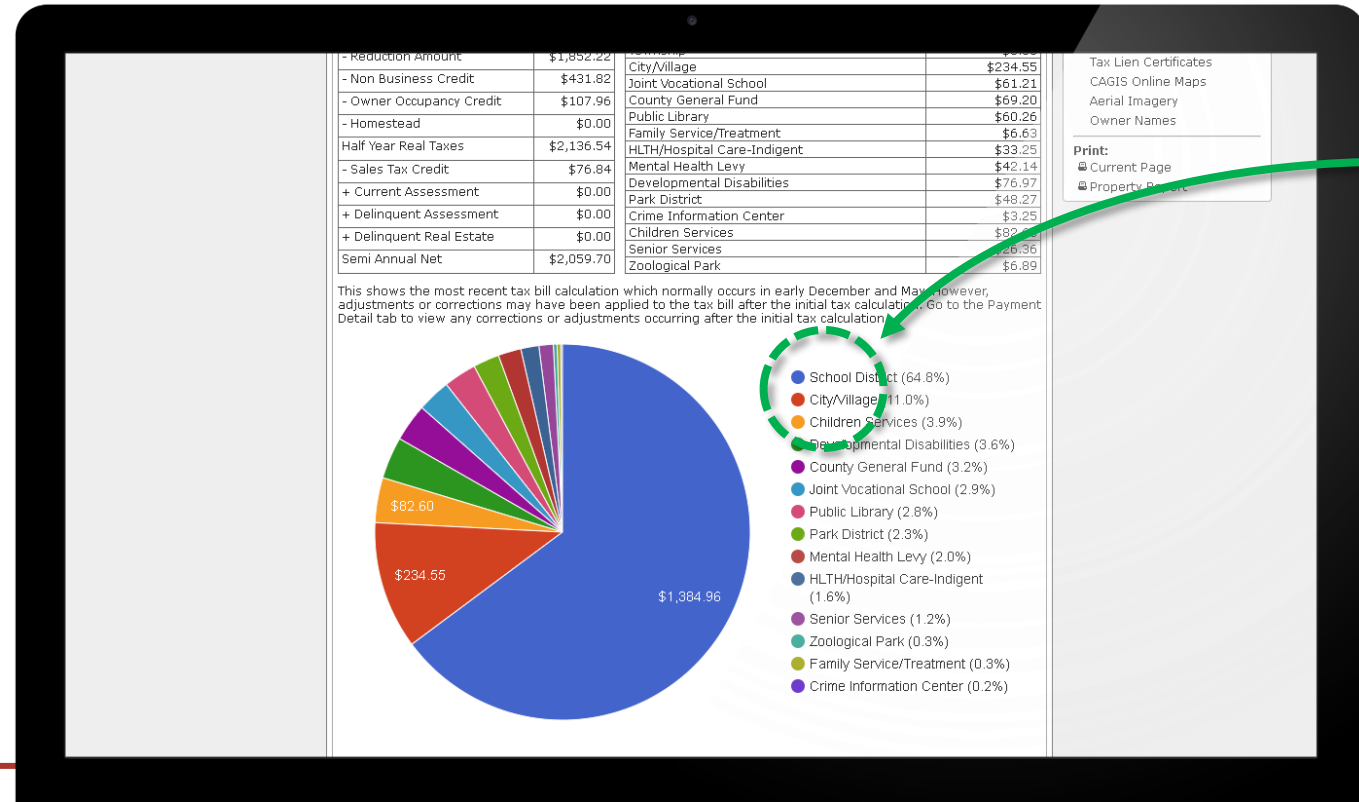
On the right side, there is a section titled "I Want To..." with links: "Start a New Search", "Email the Auditor", "View the Online Help", and "Auditor's Home". Below this is a "View:" section with a highlighted "Property Summary" link, followed by other options: "Appraisal Information", "Levy Information", "Transfer", "Value History", "Board of Revision", "Payment Detail", "Tax Distributions", "Images", "Special Assessment/Payoff", "Tax Lien Certificates", and "CAGIS Online Maps".



WEBSITE TOOLS

TAX & SALES INFO

To see where your property taxes are spent, click the "Tax Distribution" tab on the right of the screen.



Scroll down to view a pie chart of your tax distribution!

You can also use our tax estimator tool on this page!



RENTAL REGISTRATION

COMMON QUESTIONS

The Auditor's office is responsible for administering the State of Ohio's Rental Registration program (ORC 5323.02).



AM I OBLIGATED TO FILE A RENTAL REGISTRATION FORM?

Yes!

If you are an owner of a single family, multi-family, a mobile/manufactured home park or site with homes rented to tenants, or a commercial building with residential units, currently being rented, you are required by State law to file a Rental Registration Form with the Auditor's Office.



DOES RENTAL REGISTRATION AFFECT MY PROPERTY TAXES?

No.

However, a \$150.00 penalty on your future tax bills may be charged if a property has been identified as rental and does not have a Residential Rental Property Registration Form submitted to the Hamilton County Auditor's Office.



HOMESTEAD EXEMPTION

WHAT IS IT? WHO QUALIFIES?

The Homestead Exemption is a State of Ohio program that **provides a reduction in property taxes** for qualifying seniors or disabled citizens, on the dwelling that is that individual's primary place of residence and up to one acre of land of which an eligible individual is an owner.

QUALIFICATIONS*

- Property owners who are **at least 65 years of age** during the year you first file, or be determined to have been permanently and totally disabled as of Jan. 1
- **Own and occupy your home as your primary residence** on Jan. 1 of the year in which you file the application
- Your 2024 modified adjusted **gross income was less than \$40,000**
- Late filers for tax year 2023 will be eligible for that year only if their income for 2022 was less than \$36,100



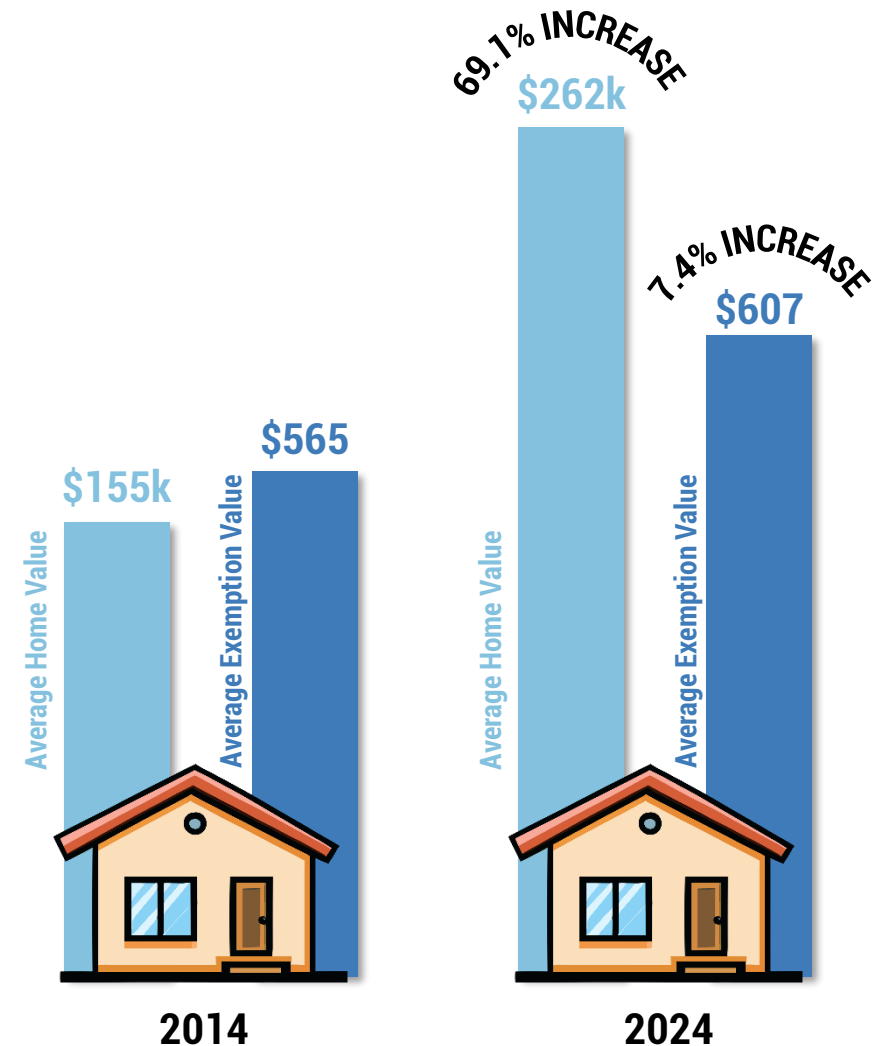
**Social Security payments are not considered in the income requirements. Additional programs are available for disabled veterans and for surviving spouses of public service officers killed in the line of duty; see website for details*

HOMESTEAD EXEMPTION

WHAT DOES THIS MEAN FOR OUR COUNTY?

Because it has not been adjusted for inflation since 2014, the Homestead Exemption has a **significantly diminished impact for Senior Ohioans**.

- ➔ In 2014, the average value of the Homestead Exemption in Hamilton County was \$565, based on an average home value of \$155,000.
- ➔ Fast forward to 2024, the severely weakened program provided just \$607 on average, only a 7.4% increase, despite property values skyrocketing by 69.1%.
- ➔ The expansion of the Homestead Exemption has been the number one priority of the County Auditors Association of Ohio **for over a year**.



HOMESTEAD EXEMPTION

WHY IS IT IMPORTANT?

- ➔ Retention of our elderly Ohio population is paramount to a strong local government.
- ➔ One of the simplest fixes the Legislature can fix for all Ohio seniors.
- ➔ Lower income seniors need the exemption to help them stay in their homes.
- ➔ Without exempting those seniors outside the income threshold, **Ohio seriously risks losing those seniors to other states** with better financial benefits than Ohio.
- ➔ The State of Ohio needs to do everything it can to support property owning seniors.
- ➔ Seniors in many ways are the backbone of our society. They are strong voters, role models, volunteers, and solid financial contributors to their communities.

HOW CAN YOU ADVOCATE FOR A HOMESTEAD EXPANSION?

1 Contact your State Representative and State Senator

2 Contact State House and State Senate Leadership

 Find State elected officials at findmydistrict.ohiosos.gov



OWNER OCCUPANCY CREDIT

QUALIFICATIONS AND APPLICATION

The Owner Occupancy Credit is **a real estate tax credit** available to homeowners for their primary place of residence.

- ➔ To qualify, the applicant must own and occupy the home as their principal place of residence as of January 1 of that tax year
- ➔ If you have purchased your home as your principal residence, the Owner Occupancy Credit should already be in place for the next tax year from the time of conveyance.
- ➔ If you need to remove the tax credit, please reach out to the Auditor's Office at CountyAuditor@auditor.Hamilton-co.org





Jessica E. Miranda
HAMILTON COUNTY AUDITOR

Let's Stay Connected!



Hamilton County Ohio Auditor's Office



@HamiltonCountyAuditor



Hamilton County Ohio Auditor's Office



@HCAuditor



CountyAuditor@Auditor.Hamilton-Co.org



513-946-4000



www.HamiltonCountyAuditor.org



PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to accept an Assistance to Firefighters Grant for a total budget of \$289,820.00 (federal share of \$263,472.72 and a non-federal share of \$26,347.28)

Recommend ADOPTION of the Motion.

Rationale:

The Fiscal Year 2024 Assistance to Firefighters Grant (AFG) award from FEMA, under award number EMW-2024-FG-08021, provides a federal share of \$263,472.72, with a non-federal share of \$26,347.28, for a total approved budget of \$289,820.00.

The funding will support our wellness and fitness programs and includes initiatives such as behavioral health assessments for all employees over 2 years, contracting with licensed clinicians for peer support services, annual wellness checks to identify potential issues, and cancer screening assessments for personnel, utilizing AFG funds to cover the cost of tests over 2 years.

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring Nuisance and Ordering Abatement
Recommend ADOPTION of the Resolution.

Rationale:
This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

3252 Ainsworth Ct.	510-0102-0119-00
2414 Blueclark Dr.	510-0063-0327-00
2434 Blueclark Dr.	510-0063-0234-00
2577 Byrneside Dr.	510-0073-0104-00
10008 Glenknoll Ct.	510-0112-0292-00
3269 Lapland Dr.	510-0081-0172-00
2272 Miles Rd.	510-0051-0116-00
2520 Springdale Rd.	510-0043-0038-00
7239 Swirlwood Ln.	510-0072-0344-00
7127 Thompson Rd.	510-0380-0052-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3252 Ainsworth Ct.	510-0102-0119-00
2414 Bluelark Dr.	510-0063-0327-00
2434 Bluelark Dr.	510-0063-0234-00
2577 Byrneside Dr.	510-0073-0104-00
10008 Glenknoll Ct.	510-0112-0292-00
3269 Lapland Dr.	510-0081-0172-00
2272 Miles Rd.	510-0051-0116-00
2520 Springdale Rd.	510-0043-0038-00
7239 Swirlwood Ln.	510-0072-0344-00
7127 Thompson Rd.	510-0380-0052-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____, seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 10261 Pottinger Rd. - 1 of 2
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

10261 Pottinger Rd. Cincinnati, OH 45251

1. (OHIO) KIS3200, 2003, Orange, Pontiac, Vibe

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 10261 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0190-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10261 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0190-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **10261 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0190-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) KIS3200, 2003, Orange, Pontiac, Vibe

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 10266 Pottinger Rd. - 2 of 2
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

10266 Pottinger Rd. Cincinnati, OH 45251

1. (NO TAG) 1999, White, Ford, Econoline

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 10266 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0211-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10266 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0211-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **10266 Pottinger Rd. Cincinnati, OH 45251– Parcel ID 510-0113-0211-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 1999, White, Ford, Econoline

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute Agreement with HPA Development for Snow and Ice Removal of Villas at Taylor Glen Subdivision

Recommend ADOPTION of the Motion.

Rationale:

The developer of the Taylor Glen Subdivision has requested that the Township remove snow and ice on the unaccepted streets for the subdivision that they are constructing. The attached contract would compensate the Township at a rate of 10 cents per lineal foot (for a total of 1,113 lineal feet) of snow removal for each snow event.

In prior years, the Township would execute similar contracts for subdivisions that were under construction.

**AGREEMENT FOR SNOW REMOVAL
FROM DEDICATED BUT UNACCEPTED STREETS**

THIS AGREEMENT made this 6th day of November, 2025 by and between, Taylor Glen Development, LLC by: HPA Development Group, Inc. whose address is 9091 Montgomery Road, Cincinnati, Ohio 45242, ("Owner"), and COLERAIN TOWNSHIP BOARD OF TRUSTEES (the "Township").

WHEREAS, Owner has dedicated the following streets within Colerain Township, Hamilton County, Ohio as township streets, from which Owner desires to have the Township remove snow and ice as needed, but the same have not yet been accepted by the Hamilton County Commissioners:

SUBDIVISION NAME	STREET NAME	LINEAL FEET
Villas at Taylor Glen	New Year Dr	740'
	Mae Ct	373'

TOTAL LINEAL FEET 1,113

WHEREAS, until acceptance, Owner is responsible to keep said streets clear of snow and ice, and to bear all of the costs connected therewith; and

WHEREAS, if the Owner fails to keep the said roads clear of snow and ice, Ohio Revised Code Section 505.82 provides, among other things, that in the event of an emergency, the Township may remove ice and snow from dedicated but unaccepted streets but must give or attempt to give prior notice to the Owner, and must charge the Owner all actual costs incurred thereby; and

WHEREAS, Owner and Township recognize that the streets must be open and passable for the safety of the persons who reside thereon; and

WHEREAS, Owner and Township desire to establish an arrangement whereby the said streets can be cleared by the Township in a timely and efficient basis with costs to be charged to the Owner by the Township, without the procedures set out in Sec. 505.82, including the declaration of an emergency and prior notice to the Owner.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby requests that the Township clear ice and snow from the streets identified above, and Township hereby agrees to do so, effective 10/6/2025. Owner agrees to give Township a plat or print on which Owner has highlighted the streets or portions thereof to be cleared.
2. Owner authorizes the Township to enter upon said streets with its snow plow/salt trucks, and Owner agrees to keep the said streets free of debris, wires, building materials,

construction equipment, and other obstructions which could hinder or damage the Township's snow plows/salt trucks.

3. Owner releases and agrees to hold the Township harmless from any and all liability for loss of damage to the street or to structures in the street which may result from the Township's snow plow/salt trucks, including possible damage from salt and ice melting chemicals.
4. The decision as to when and if the said streets are to be plowed and/or salted and/or inspected, and the frequency thereof, shall be solely the Townships, as determined by the Township Public Services Assistant Director and/or assigned employees.
5. The parties agree that TEN CENTS (\$0.10) PER LINEAL FOOT of street PER TRAVERSE (or trip) by snow plow/salt truck is a fair and reasonable charge for the services to be rendered hereunder by the Township to the Owner, and Owner agrees to pay said sum to the Township promptly upon the Township's billing therefore. In the event that Owner fails or refuses to pay the sums agreed upon hereunder, the Owner consents and agrees that the Township shall certify the unpaid charges to the Hamilton County Auditor, who shall place the charges upon a special duplicate to be collected as other taxes against the Owner's property described above, and returned to the township general fund.
6. Owner waives the notice and other formal requirements and procedures set out in Ohio Revised Code Section 505.82 relating to snow removal by the Township from Owner's streets, and reimbursement for the Township's costs incurred in connection therewith.
7. The term of this agreement is from the date written above until May 1, 2026, or until acceptance of said streets by the Hamilton County Commissioners, whichever shall occur first. Provided, nevertheless, this agreement may be terminated by either party upon written notice given to the other.
8. This document contains the entire agreement of the parties. It supersedes all prior and oral agreements and understanding of the parties, and may be amended only in writing.

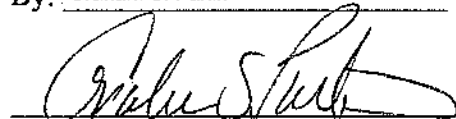
WITNESS our hands on the date first written above.

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

OWNER:

By: _____

By: Graham S. Parlin



Date: _____

Date: 10/6/2025

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Approving or Denying Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance

Recommend ADOPTION of the Resolution.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 4.8.5 of the Colerain Township Zoning Resolution. The amendment modernizes signage compliance standards, establishes clearer procedures for identifying and correcting violations, and creates a structured enforcement process that distinguishes between curable and non-curable violations. The proposed changes improve clarity, transparency, and consistency while strengthening the Township's ability to preserve community character and address nuisance signage.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION APPROVING ZONING COMMISSION CASE CZC-25-9,
ZONING TEXT AMENDMENT TO ARTICLE 4, DEVELOPMENT DESIGN
STANDARDS, SECTION 4.8.5, ADMINISTRATIVE SIGNAGE COMPLIANCE**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-9 that proposed text amendments to Article 4, Development Design Standards, Section 4.8.5, Administrative Signage Compliance, to modernize signage compliance standards, establish clearer procedures for identifying and correcting violations, and create a structured enforcement process that distinguishes between curable and non-curable violations; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution which will allow the Township to improve clarity, transparency, and consistency while strengthening its ability to preserve community character and address nuisance signage within the Township; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-9 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to approve the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive

Plan previously adopted by the Township, and is in keeping with good land use planning;
and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

4.8.5 – Signage Compliance Standards

A. Signage Maintenance Standards. All signage in the Township shall be constructed and maintained in a safe manner, complying with applicable codes, and kept in good repair, including signage for which permits are required or for which no permits or permit fees are required. Signage shall be maintained in safe, presentable, and good repair at all times. Good repair includes but is not limited to the following practices:

- (1) Signage shall be free from rust, dust, dirt, graffiti, and other such debris.
- (2) Exposed surfaces shall be clean and painted if paint is required.
- (3) Defective parts must be replaced and may be upgraded so long as they do not cause the signage to become out of conformance with applicable standards or, in the case of a legal nonconforming signage, that such replacement and upgrades do not increase the degree of nonconformity.
- (4) Illumination, where allowed and approved, must remain fully operational or promptly repaired in the event of damage or malfunction.
- (5) Landscaping must remain as shown on the Master Signage Plan.

B. Determination of Unmaintained Signage. When the Zoning Administrator finds, upon investigation, that signage has critically lacked maintenance, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Prior to the hearing, any person having an interest in the signage or the property may repair the signage and provide evidence of such repairs to the Zoning Administrator. Completed repairs will remove the case from the Board of Zoning Appeals agenda. If evidence of repairs to the signage has not been submitted by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage blighted. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

C. Signage Safety Standards. Signage shall be deemed unsafe when the signage poses an imminent danger to the public and has a reasonable likelihood of falling or creating a fire or safety hazard, or when more than 50 percent of the value of the sign has been destroyed through one of the following circumstances:

- (1) The signage or sign structure is damaged by due to an act of God or vandalism.
- (2) The signage or sign structure is damaged by a vehicle or other similar accident.

D. Determination of Unsafe Signage. When the Zoning Administrator finds, upon investigation, that signage is an imminent danger to the public that has a reasonable likelihood of falling or creating a fire or safety hazard, the Zoning Administrator need not contact the property owner and the signage and sign structure shall be removed immediately at the expense of the property owner.

E. Illegally Placed Signage. Signage that was erected prior to the adoption of this Resolution and would not have been permitted under the Zoning Resolution or under other applicable laws that were in place at the time the signage was erected shall be deemed illegally placed. Signage that is erected after the adoption of this Resolution but was not permitted under this Resolution or under other applicable laws that were in place at the time the signage was erected shall also be deemed illegally placed.

F. Determination of Illegally Placed Signage. When the Zoning Administrator finds, upon investigation, that signage has been placed illegally, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If the signage is able to be approved, any person having an interest in the signage or the property may apply for a Master Signage Plan at a cost of twice the original permit fee. If the signage is not approvable, any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

G. Nonconforming Signage. Signage that was in existence on the date of adoption of this Resolution, and which was constructed in accordance with the Resolutions and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this Resolution, shall be exempt from the requirements of this Resolution. Such signage shall be issued a Legal Nonconformity Certificate, pursuant to Subsection 6.3.3. The signage may continue to exist unless or until loss of nonconforming status occurs through one or more of the following:

- (1) The abandonment of the signage or the closure of the business related to the signage for a period of 90 consecutive days or greater;
- (2) Structural alterations occur to the signage. No signage shall hereafter be altered, rebuilt, enlarged, extended, or relocated except in conformity with the provisions of this subchapter, aside from repainting or refacing, which is not considered an alteration;
- (3) The signage and/or the sign structure is damaged, due to an act of God or by a vehicle, or by similar means, which damage requires repairs in excess of thirty percent of the value of the same;
- (4) The signage lacks maintenance or becomes unsafe per the requirements of this Resolution;
- (5) An approved application for a specific signage classification removes the legal nonconforming status of all instances of that signage classification presently existing upon the lot. The Zoning Administrator shall have the authority to determine if an individual legally nonconforming signage will become functionally obsolete by the erection of new signage. For the purposes of this Resolution, freestanding pole signage, which was previously permitted by the Township, shall lose

legal nonconforming status when an application for a monument signage is approved for the same business and/or on the same lot; or

(6) When, following the adoption of this Resolution, a lot split or lot consolidation occurs that either separates the signage from the building that the signage was initially erected to advertise, or, adds the signage to a lot with a building that the signage was not initially erected to advertise, or both.

H. Determination of Loss of Non-Conforming Status. When the Zoning Administrator finds, upon investigation, that signage has lost its nonconforming status, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten (10) days prior to the hearing. The Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage illegal. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. Any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

I. Abandoned Signage. Signage is considered abandoned when the signage no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. Abandoned signage are hereby deemed a public nuisance that causes deterioration and a blighting influence on nearby properties. Signage shall be determined as Abandoned after the Zoning Administrator documents the following circumstances:

(1) A period of not less than 90 consecutive days has elapsed since the date of signage abandonment; and

(2) No complete Master Signage Plan was submitted with the intention of replacing the Abandoned signage within that same period.

J. Determination of Abandonment. When the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Office has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Any person having an interest in the signage or the property may file for a Master Signage Plan with the Planning and Zoning Office prior to the hearing, removing the case from the Board of Zoning Appeals agenda. If no application is filed by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage abandoned. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the

signage, the Township shall remove the signage immediately at the expense of the property owner.

K. Disposal of Removed Signage. Any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage.

A. Purpose and Intent. This section establishes the rules governing signage when compliance issues arise. Its objectives are to protect public safety, preserve community character, enforce consistent signage standards, and outline fair and transparent enforcement procedures.

B. Illegal Placement. Signage is illegally placed if it does not meet legal requirements for erection or display. This includes signs installed before the adoption of this Resolution without authorization under then-applicable laws, or signs erected after adoption without required zoning certificates, approvals, or inclusion in a Master Signage Plan. It also includes signage in prohibited areas, within the public right-of-way without authorization, or on property without the owner's consent. Illegally placed signs shall be removed or brought into full compliance with this Resolution.

C. Abandoned Signage. Signage is deemed abandoned when it no longer advertises or identifies a bona fide business, product, service, or activity. A sign is presumed abandoned if ninety (90) consecutive days have elapsed since cessation of the advertised use without submission of a replacement plan, or if its structure or surface remains blank, deteriorated, or unused for the same period. Abandoned signs shall be removed or brought into full compliance with this Resolution.

D. Nonconforming Signage. Nonconforming signage includes any sign lawfully erected before adoption of this Resolution, or a subsequent amendment, that no longer meets current requirements. Such signage may continue as a legal nonconforming use if maintained, repaired, or refaced in its existing location. Nonconforming status is lost if the sign is unused for two (2) consecutive years, structurally altered, relocated, damaged by fifty percent (50%) or more of its replacement value, or otherwise modified to increase its nonconformity. Upon loss of status, the sign shall be removed or brought into full compliance with this Resolution.

E. Maintenance Standards. All signage within the Township shall be constructed, installed, and maintained in a safe, orderly condition, in full compliance with applicable codes, and kept in good repair. Signs shall remain free of rust, dirt, dust, graffiti, and similar debris. Exposed surfaces shall be kept clean and, where painted, properly coated. Damaged or defective parts shall be promptly replaced without creating or increasing nonconformity, and approved illumination shall be fully operational and promptly repaired if malfunctioning. Associated landscaping or decorative features shall be maintained in a healthy, presentable condition consistent with any approved Master Signage Plan. Any sign not maintained in good repair shall be removed or brought into full compliance with this Resolution.

F. Enforcement Process for Correcting Signage Compliance Issues. The Zoning Administrator is authorized to inspect signs and determine if issues exist related to illegal placement, abandonment, nonconformity, or maintenance. When such a determination is made, the Zoning Administrator shall initiate the following enforcement process:

1. Investigation and Record. Before issuing any notice, the Zoning Administrator shall determine that a violation exists and prepare a written record that includes the property address and parcel number, date-stamped photographs, a description of the condition of the signage, the specific sections of this Resolution violated, a determination of curable or non-curable status under this Resolution, and facts supporting the determination. For purposes of this section:

a. Non-curable violations are compliance issues where the signage cannot lawfully remain under any circumstances, and correction is not possible. Examples include signs that have lost legal nonconforming status due to abandonment, signs installed in prohibited locations such as the public right-of-way without authorization, or signs never permitted under this Resolution.

b. Curable violations are compliance issues that can be corrected through repair, maintenance, or lawful modification of the signage so that it conforms to this Resolution. Examples include replacing damaged panels, restoring illumination, repainting, or obtaining a zoning certificate where one was omitted.

2. Warning and Voluntary Correction for Curable Violations. For violations that can be corrected without loss of legal nonconforming status, the Zoning Administrator shall issue a written warning to the owner of record and the property address where the signage is located. The notice shall identify the violation and applicable code sections, specify the corrective steps, and allow ninety (90) days for voluntary compliance. Upon written request submitted before the period expires, the Zoning Administrator may grant one (1) ninety-day extension if substantial progress toward correction is demonstrated. This provision does not apply to non-curable violations, which cannot lawfully be maintained or brought into compliance under this Resolution.

3. Notice of Violation and Appeal Rights. For any violation uncorrected after the ninety (90) day warning period, or for violations deemed non-curable, the Zoning Administrator shall issue a written violation notice to the property owner of record and the address where the signage is located. The notice shall restate the violation, cite the specific sections of this Resolution, and advise the owner of the right to appeal to the Board of Zoning Appeals within thirty (30) days of the notice.

4. Referral to Board of Trustees & Abatement. If removal has not occurred within the prescribed compliance period and no timely appeal has been filed, or if an appeal is denied and the violation remains, the Zoning Administrator shall refer the matter to the Board of Trustees for a public hearing on abatement. If the Board determines the signage is a public nuisance, it shall adopt a Resolution ordering abatement. Once an abatement order is issued by Resolution, the violation is no longer subject to correction by the owner. The owner shall have thirty (30) days from the Board's decision to remove

the signage. If removal does not occur, the Township shall remove the signage. All costs of removal, including administrative and incidental expenses, shall constitute a debt owed to the Township by the property owner and may be collected in any manner authorized by law. Any signage removed pursuant to an abatement Resolution shall become Township property and may be disposed of as the Township deems appropriate.

G. Removal and Prohibition on Retention or Repurposing. For purposes of this Resolution, “removal” of signage means the complete elimination of the sign face, cabinet, frame, pole or support structure, foundation, electrical components, footings, and all other associated materials. No portion of a removed sign or its supporting structure shall remain in place or be reused or repurposed for any other function, including but not limited to conversion to lighting, flagpoles, or other site fixtures. The site shall be restored to a safe, orderly condition.

H. Imminent Hazards. Signs posing an imminent hazard, such as risk of collapse or fire hazard, shall be removed immediately at the property owner's expense, without prior notice or hearing, upon determination by the Zoning Administrator. Nothing in this Section limits the Township's authority to summarily abate signage that presents an imminent threat to public health or safety under applicable law.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION DENYING ZONING COMMISSION CASE CZC-25-9,
ZONING TEXT AMENDMENT TO ARTICLE 4, DEVELOPMENT DESIGN
STANDARDS, SECTION 4.8.5, ADMINISTRATIVE SIGNAGE COMPLIANCE**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-9 that proposed text amendments to Article 4, Development Design Standards, Section 4.8.5, Administrative Signage Compliance, to modernize signage compliance standards, establish clearer procedures for identifying and correcting violations, and create a structured enforcement process that distinguishes between curable and non-curable violations; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution which will allow the Township to improve clarity, transparency, and consistency while strengthening its ability to preserve community character and address nuisance signage within the Township; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-9 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to deny the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township

Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

4.8.5 – Signage Compliance Standards

A. Signage Maintenance Standards. All signage in the Township shall be constructed and maintained in a safe manner, complying with applicable codes, and kept in good repair, including signage for which permits are required or for which no permits or permit fees are required. Signage shall be maintained in safe, presentable, and good repair at all times. Good repair includes but is not limited to the following practices:

- (1) Signage shall be free from rust, dust, dirt, graffiti, and other such debris.
- (2) Exposed surfaces shall be clean and painted if paint is required.
- (3) Defective parts must be replaced and may be upgraded so long as they do not cause the signage to become out of conformance with applicable standards or, in the case of a legal nonconforming signage, that such replacement and upgrades do not increase the degree of nonconformity.
- (4) Illumination, where allowed and approved, must remain fully operational or promptly repaired in the event of damage or malfunction.
- (5) Landscaping must remain as shown on the Master Signage Plan.

B. Determination of Unmaintained Signage. When the Zoning Administrator finds, upon investigation, that signage has critically lacked maintenance, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Prior to the hearing, any person having an interest in the signage or the property may repair the signage and provide evidence of such repairs to the Zoning Administrator. Completed repairs will remove the case from the Board of Zoning Appeals agenda. If evidence of repairs to the signage has not been submitted by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage blighted. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

C. Signage Safety Standards. Signage shall be deemed unsafe when the signage poses an imminent danger to the public and has a reasonable likelihood of falling or creating a fire or safety hazard, or when more than 50 percent of the value of the sign has been destroyed through one of the following circumstances:

- (1) The signage or sign structure is damaged by due to an act of God or vandalism.
- (2) The signage or sign structure is damaged by a vehicle or other similar accident.

D. Determination of Unsafe Signage. When the Zoning Administrator finds, upon investigation, that signage is an imminent danger to the public that has a reasonable likelihood of falling or creating a fire or safety hazard, the Zoning Administrator need not contact the property owner and the signage and sign structure shall be removed immediately at the expense of the property owner.

E. Illegally Placed Signage. Signage that was erected prior to the adoption of this Resolution and would not have been permitted under the Zoning Resolution or under other applicable laws that were in place at the time the signage was erected shall be deemed illegally placed. Signage that is erected after the adoption of this Resolution but was not permitted under this Resolution or under other applicable laws that were in place at the time the signage was erected shall also be deemed illegally placed.

F. Determination of Illegally Placed Signage. When the Zoning Administrator finds, upon investigation, that signage has been placed illegally, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If the signage is able to be approved, any person having an interest in the signage or the property may apply for a Master Signage Plan at a cost of twice the original permit fee. If the signage is not approvable, any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

G. Nonconforming Signage. Signage that was in existence on the date of adoption of this Resolution, and which was constructed in accordance with the Resolutions and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this Resolution, shall be exempt from the requirements of this Resolution. Such signage shall be issued a Legal Nonconformity Certificate, pursuant to Subsection 6.3.3. The signage may continue to exist unless or until loss of nonconforming status occurs through one or more of the following:

- (1) The abandonment of the signage or the closure of the business related to the signage for a period of 90 consecutive days or greater;
- (2) Structural alterations occur to the signage. No signage shall hereafter be altered, rebuilt, enlarged, extended, or relocated except in conformity with the provisions of this subchapter, aside from repainting or refacing, which is not considered an alteration;
- (3) The signage and/or the sign structure is damaged, due to an act of God or by a vehicle, or by similar means, which damage requires repairs in excess of thirty percent of the value of the same;
- (4) The signage lacks maintenance or becomes unsafe per the requirements of this Resolution;
- (5) An approved application for a specific signage classification removes the legal nonconforming status of all instances of that signage classification presently existing upon the lot. The Zoning Administrator shall have the authority to determine if an individual legally nonconforming signage will become functionally obsolete by the erection of new signage. For the purposes of this Resolution, freestanding pole signage, which was previously permitted by the Township, shall lose

legal nonconforming status when an application for a monument signage is approved for the same business and/or on the same lot; or

(6) When, following the adoption of this Resolution, a lot split or lot consolidation occurs that either separates the signage from the building that the signage was initially erected to advertise, or, adds the signage to a lot with a building that the signage was not initially erected to advertise, or both.

H. Determination of Loss of Non-Conforming Status. When the Zoning Administrator finds, upon investigation, that signage has lost its nonconforming status, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten (10) days prior to the hearing. The Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage illegal. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. Any person having an interest in the signage or the property may appeal the determination of the Zoning Administrator ordering removal by filing a written notice of appeal with the Board of Zoning Appeals within ten days after receipt of the notice. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner. If this period passes and the property owner fails to remove the signage, the Township shall remove the signage immediately at the expense of the property owner.

I. Abandoned Signage. Signage is considered abandoned when the signage no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. Abandoned signage are hereby deemed a public nuisance that causes deterioration and a blighting influence on nearby properties. Signage shall be determined as Abandoned after the Zoning Administrator documents the following circumstances:

(1) A period of not less than 90 consecutive days has elapsed since the date of signage abandonment; and

(2) No complete Master Signage Plan was submitted with the intention of replacing the Abandoned signage within that same period.

J. Determination of Abandonment. When the Zoning Administrator finds, upon investigation, that the applicable period of abandonment of signage has passed, and the Planning and Zoning Office has no complete application on file to replace the signage, the Zoning Administrator shall initiate a case before the Board of Zoning Appeals as an administrative action. The Zoning Administrator will provide certified written notice of this hearing to the property owner no sooner than ten days prior to the hearing. Any person having an interest in the signage or the property may file for a Master Signage Plan with the Planning and Zoning Office prior to the hearing, removing the case from the Board of Zoning Appeals agenda. If no application is filed by 5:00 P.M. on the date of the hearing, the Zoning Administrator will ask the Board of Zoning Appeals to approve a motion declaring the signage abandoned. Following the hearing, the Zoning Administrator shall provide certified written notice of an order that the signage be removed at the expense of the property owner within ten days. If this period passes and the property owner fails to remove the

signage, the Township shall remove the signage immediately at the expense of the property owner.

K. Disposal of Removed Signage. Any signage removed by the Zoning Administrator pursuant to this Resolution shall become the property of the Township and shall be disposed of in any manner deemed appropriate by the Township. The cost of removal of the signage by the Zoning Administrator shall be considered a debt owed to the Township by the owner of the property. The cost of removal shall include all incidental expenses incurred by the Township in connection with the removal of the signage.

A. Purpose and Intent. This section establishes the rules governing signage when compliance issues arise. Its objectives are to protect public safety, preserve community character, enforce consistent signage standards, and outline fair and transparent enforcement procedures.

B. Illegal Placement. Signage is illegally placed if it does not meet legal requirements for erection or display. This includes signs installed before the adoption of this Resolution without authorization under then-applicable laws, or signs erected after adoption without required zoning certificates, approvals, or inclusion in a Master Signage Plan. It also includes signage in prohibited areas, within the public right-of-way without authorization, or on property without the owner's consent. Illegally placed signs shall be removed or brought into full compliance with this Resolution.

C. Abandoned Signage. Signage is deemed abandoned when it no longer advertises or identifies a bona fide business, product, service, or activity. A sign is presumed abandoned if ninety (90) consecutive days have elapsed since cessation of the advertised use without submission of a replacement plan, or if its structure or surface remains blank, deteriorated, or unused for the same period. Abandoned signs shall be removed or brought into full compliance with this Resolution.

D. Nonconforming Signage. Nonconforming signage includes any sign lawfully erected before adoption of this Resolution, or a subsequent amendment, that no longer meets current requirements. Such signage may continue as a legal nonconforming use if maintained, repaired, or refaced in its existing location. Nonconforming status is lost if the sign is unused for two (2) consecutive years, structurally altered, relocated, damaged by fifty percent (50%) or more of its replacement value, or otherwise modified to increase its nonconformity. Upon loss of status, the sign shall be removed or brought into full compliance with this Resolution.

E. Maintenance Standards. All signage within the Township shall be constructed, installed, and maintained in a safe, orderly condition, in full compliance with applicable codes, and kept in good repair. Signs shall remain free of rust, dirt, dust, graffiti, and similar debris. Exposed surfaces shall be kept clean and, where painted, properly coated. Damaged or defective parts shall be promptly replaced without creating or increasing nonconformity, and approved illumination shall be fully operational and promptly repaired if malfunctioning. Associated landscaping or decorative features shall be maintained in a healthy, presentable condition consistent with any approved Master Signage Plan. Any sign not maintained in good repair shall be removed or brought into full compliance with this Resolution.

F. Enforcement Process for Correcting Signage Compliance Issues. The Zoning Administrator is authorized to inspect signs and determine if issues exist related to illegal placement, abandonment, nonconformity, or maintenance. When such a determination is made, the Zoning Administrator shall initiate the following enforcement process:

1. Investigation and Record. Before issuing any notice, the Zoning Administrator shall determine that a violation exists and prepare a written record that includes the property address and parcel number, date-stamped photographs, a description of the condition of the signage, the specific sections of this Resolution violated, a determination of curable or non-curable status under this Resolution, and facts supporting the determination. For purposes of this section:

a. Non-curable violations are compliance issues where the signage cannot lawfully remain under any circumstances, and correction is not possible. Examples include signs that have lost legal nonconforming status due to abandonment, signs installed in prohibited locations such as the public right-of-way without authorization, or signs never permitted under this Resolution.

b. Curable violations are compliance issues that can be corrected through repair, maintenance, or lawful modification of the signage so that it conforms to this Resolution. Examples include replacing damaged panels, restoring illumination, repainting, or obtaining a zoning certificate where one was omitted.

2. Warning and Voluntary Correction for Curable Violations. For violations that can be corrected without loss of legal nonconforming status, the Zoning Administrator shall issue a written warning to the owner of record and the property address where the signage is located. The notice shall identify the violation and applicable code sections, specify the corrective steps, and allow ninety (90) days for voluntary compliance. Upon written request submitted before the period expires, the Zoning Administrator may grant one (1) ninety-day extension if substantial progress toward correction is demonstrated. This provision does not apply to non-curable violations, which cannot lawfully be maintained or brought into compliance under this Resolution.

3. Notice of Violation and Appeal Rights. For any violation uncorrected after the ninety (90) day warning period, or for violations deemed non-curable, the Zoning Administrator shall issue a written violation notice to the property owner of record and the address where the signage is located. The notice shall restate the violation, cite the specific sections of this Resolution, and advise the owner of the right to appeal to the Board of Zoning Appeals within thirty (30) days of the notice.

4. Referral to Board of Trustees & Abatement. If removal has not occurred within the prescribed compliance period and no timely appeal has been filed, or if an appeal is denied and the violation remains, the Zoning Administrator shall refer the matter to the Board of Trustees for a public hearing on abatement. If the Board determines the signage is a public nuisance, it shall adopt a Resolution ordering abatement. Once an abatement order is issued by Resolution, the violation is no longer subject to correction by the owner. The owner shall have thirty (30) days from the Board's decision to remove

the signage. If removal does not occur, the Township shall remove the signage. All costs of removal, including administrative and incidental expenses, shall constitute a debt owed to the Township by the property owner and may be collected in any manner authorized by law. Any signage removed pursuant to an abatement Resolution shall become Township property and may be disposed of as the Township deems appropriate.

G. Removal and Prohibition on Retention or Repurposing. For purposes of this Resolution, “removal” of signage means the complete elimination of the sign face, cabinet, frame, pole or support structure, foundation, electrical components, footings, and all other associated materials. No portion of a removed sign or its supporting structure shall remain in place or be reused or repurposed for any other function, including but not limited to conversion to lighting, flagpoles, or other site fixtures. The site shall be restored to a safe, orderly condition.

H. Imminent Hazards. Signs posing an imminent hazard, such as risk of collapse or fire hazard, shall be removed immediately at the property owner's expense, without prior notice or hearing, upon determination by the Zoning Administrator. Nothing in this Section limits the Township's authority to summarily abate signage that presents an imminent threat to public health or safety under applicable law.

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Approving or Denying Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations

Recommend ADOPTION of the Resolution.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 6.3.6 of the Colerain Township Zoning Resolution. The amendment refines and improves local standards by providing defined thresholds for specific areas and dimensional requirements that will allow Staff to better assist residents requiring minor deviations from the Zoning Code and will reduce the financial burden placed on residents in need of minor relief from zoning code requirements, while improving internal consistency, reducing administrative ambiguity, streamlining the permitting process, and reinforcing community character areas.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION APPROVING ZONING COMMISSION CASE CZC-25-10,
ZONING TEXT AMENDMENT TO ARTICLE 6, ADMINISTRATION,
SECTION 6.3.6, ADMINISTRATIVE WAIVER**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-10 that proposed text amendments to Article 6, Administration, Section 6.3.6, Administrative Waiver, to refine and improve local standards by providing defined thresholds for specific area and dimensional requirements that will allow Staff to better assist residents requiring minor deviations from the Zoning Code; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution which will allow the Township to reduce the financial burden placed on residents in need of minor relief from zoning code requirements, while improving internal consistency, reducing administrative ambiguity, streamlining the permitting process, and reinforcing community character areas; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-10 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to approve the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive

Plan previously adopted by the Township, and is in keeping with good land use planning;
and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

6.3.6 – Administrative Waiver

~~A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that does not exceed 10% of the applicable minimum or maximum regulation. Eligible area and dimensional regulations include, but are not limited to, minimum front, side, and rear yard setbacks, maximum height of structures, and other area and dimensional regulations that are not included as ineligible requests within this Subsection.~~

~~B. Ineligible requests.~~

~~(1) An Administrative Waiver shall not be granted for minimum lot area requirements or for any dimensional requirement related to ground signs.~~

~~(2) The applicant shall be required to apply for a Variance for any waiver request that exceeds 10% or other variations from this Resolution that do not qualify for Administrative Waivers.~~

~~C. Review criteria. Decisions on an Administrative Waiver shall be based on consideration of the following criteria:~~

~~(1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, similar sign areas, etc.);~~

~~(2) Special circumstances exist that make the precise compliance with the subject standards impractical or unreasonable;~~

~~(3) The waiver request is minor in nature;~~

~~(4) The waiver will not have a detrimental impact on any surrounding properties;~~

~~(5) The waiver request does not substantially deviate from the development character of the surrounding properties; and~~

~~(6) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.~~

~~D. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3—Administrative Applications, or the approval shall expire.~~

A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that meets ALL of the criteria listed in Section 6.3.6-D.

B. Limitations.

(1) Primary Structures:

(i) Setbacks: up to a 20% reduction in the side yard.

(2) Accessory Structures (sheds, garages, pools, fences, etc.)

(i) Setbacks: Up to a 1.5-foot reduction.

(ii) Height: Up to a 1.5-foot increase to the maximum permitted height.

(iii) Fence Yard Requirement: Up to 25% increase to the allowed encroachment into a side yard for Privacy Fences for the purpose of including a side door within a fenced area. The fence shall not exceed a total of 75% of the building's side wall length.

(3) Existing Accessory Structures:

(i) Existing accessory structures (including side and rear yard fences) are able to be replaced 1 for 1, provided that they adhere to the approval criteria listed in Section 6.3.6-D.

(4) All other area and dimensional requirements shall not exceed 10% of the applicable minimum or maximum requirements.

C. Ineligible requests.

(1) No Administrative Waivers shall be granted for an area or dimensional regulations related to signage.

(2) No Administrative Waivers shall be granted for any waiver request that does not meet the criteria in Section 6.3.6-D. Applicants that exceed the limits of an Administrative Waiver shall be required to apply for a Variance through the Board of Zoning Appeals.

D. Review criteria. Requests will be evaluated based upon the current requirements of this Resolution. Decisions on an Administrative Waiver shall be based on consideration of the Duncan Factors found in Section 6.5.4 (A)(4) of this Resolution and the following criteria:

(1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, etc.);

(2) The waiver request is minor in nature;

(3) The waiver will not have a detrimental impact on any surrounding properties;

(4) The waiver request does not substantially deviate from the development character of the surrounding properties; and

(5) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.

E. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3 – Administrative Applications, or the approval shall expire.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION DENYING ZONING COMMISSION CASE CZC-25-10,
ZONING TEXT AMENDMENT TO ARTICLE 6, ADMINISTRATION,
SECTION 6.3.6, ADMINISTRATIVE WAIVER**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-10 that proposed text amendments to Article 6, Administration, Section 6.3.6, Administrative Waiver, to refine and improve local standards by providing defined thresholds for specific area and dimensional requirements that will allow Staff to better assist residents requiring minor deviations from the Zoning Code; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution which will allow the Township to reduce the financial burden placed on residents in need of minor relief from zoning code requirements, while improving internal consistency, reducing administrative ambiguity, streamlining the permitting process, and reinforcing community character areas; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-10 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to deny the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township

Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

6.3.6 – Administrative Waiver

~~A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that does not exceed 10% of the applicable minimum or maximum regulation. Eligible area and dimensional regulations include, but are not limited to, minimum front, side, and rear yard setbacks, maximum height of structures, and other area and dimensional regulations that are not included as ineligible requests within this Subsection.~~

~~B. Ineligible requests.~~

~~(1) An Administrative Waiver shall not be granted for minimum lot area requirements or for any dimensional requirement related to ground signs.~~

~~(2) The applicant shall be required to apply for a Variance for any waiver request that exceeds 10% or other variations from this Resolution that do not qualify for Administrative Waivers.~~

~~C. Review criteria. Decisions on an Administrative Waiver shall be based on consideration of the following criteria:~~

~~(1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, similar sign areas, etc.);~~

~~(2) Special circumstances exist that make the precise compliance with the subject standards impractical or unreasonable;~~

~~(3) The waiver request is minor in nature;~~

~~(4) The waiver will not have a detrimental impact on any surrounding properties;~~

~~(5) The waiver request does not substantially deviate from the development character of the surrounding properties; and~~

~~(6) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.~~

~~D. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3—Administrative Applications, or the approval shall expire.~~

A. Applicability. The Zoning Administrator may grant Administrative Waivers for any area or dimensional regulation that meets ALL of the criteria listed in Section 6.3.6-D.

B. Limitations.

(1) Primary Structures:

(i) Setbacks: up to a 20% reduction in the side yard.

(2) Accessory Structures (sheds, garages, pools, fences, etc.)

(i) Setbacks: Up to a 1.5-foot reduction.

(ii) Height: Up to a 1.5-foot increase to the maximum permitted height.

(iii) Fence Yard Requirement: Up to 25% increase to the allowed encroachment into a side yard for Privacy Fences for the purpose of including a side door within a fenced area. The fence shall not exceed a total of 75% of the building's side wall length.

(3) Existing Accessory Structures:

(i) Existing accessory structures (including side and rear yard fences) are able to be replaced 1 for 1, provided that they adhere to the approval criteria listed in Section 6.3.6-D.

(4) All other area and dimensional requirements shall not exceed 10% of the applicable minimum or maximum requirements.

C. Ineligible requests.

(1) No Administrative Waivers shall be granted for an area or dimensional regulations related to signage.

(2) No Administrative Waivers shall be granted for any waiver request that does not meet the criteria in Section 6.3.6-D. Applicants that exceed the limits of an Administrative Waiver shall be required to apply for a Variance through the Board of Zoning Appeals.

D. Review criteria. Requests will be evaluated based upon the current requirements of this Resolution. Decisions on an Administrative Waiver shall be based on consideration of the Duncan Factors found in Section 6.5.4 (A)(4) of this Resolution and the following criteria:

(1) The waiver will allow the proposed development to reflect the predominant development character of surrounding, similar uses and properties (e.g., similar setbacks, etc.);

(2) The waiver request is minor in nature;

(3) The waiver will not have a detrimental impact on any surrounding properties;

(4) The waiver request does not substantially deviate from the development character of the surrounding properties; and

(5) The waiver request does not deviate from the overall purpose of this Resolution or the intent and objective of the original regulation.

E. Expiration. Within 1 year of the date the Administrative Waiver is approved, the applicant must submit a completed application for a Zoning Certificate per the applicable provisions of Section 6.3 – Administrative Applications, or the approval shall expire.

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Approving or Denying Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools

Recommend ADOPTION of the Resolution.

Rationale:

Zoning Commission recommends approval of a text amendment to Section 3.2.4(B) of the Colerain Township Zoning Resolution. The amendment will establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION APPROVING ZONING COMMISSION CASE CZC-25-11,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTION 3.2.4(B), SWIMMING POOLS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-11 that proposed text amendments to Article 3, Land Use Standards, Section 3.2.4(B), Swimming Pools, to establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-11 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to approve the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.2.4 – Permissions for Accessory Buildings, Features, and Uses

~~B. Swimming Pools. For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:~~

- ~~(1) All pools shall be located in the rear yard only.~~
- ~~(2) All pools shall be set back a minimum of 10' from the side lot line and 25' from the rear lot line. Pool setbacks are measured from the property line to the closest extent of water within the pool.~~
- ~~(3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.~~
- ~~(4) Pools shall not be built over septic tanks or leach fields.~~
- ~~(5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.~~
- ~~(6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.~~

B. Swimming Pools. For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:

- (1) All pools shall be located in the rear yard only.***
- (2) All pools shall be set back a minimum of 10' from all lot lines. Pool setbacks are measured from the property line to the closest extent of water within the pool.***
- (3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.***
- (4) Pools shall not be built over septic tanks or leach fields.***
- (5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.***
- (6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.***

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION DENYING ZONING COMMISSION CASE CZC-25-11,
ZONING TEXT AMENDMENT TO ARTICLE 3, LAND USE STANDARDS,
SECTION 3.2.4(B), SWIMMING POOLS**

WHEREAS, pursuant to Ohio Revised Code Section 519.12, the Colerain Township Zoning Commission initiated by motion an amendment to the Zoning Resolution and held a public hearing on September 16, 2025 for Case Number CZC-25-11 that proposed text amendments to Article 3, Land Use Standards, Section 3.2.4(B), Swimming Pools, to establish a uniform 10-foot setback requirement for swimming pools in all yards, simplifying the regulation, creating consistency, and maintaining appropriate safety standards; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Colerain Township Zoning Commission unanimously recommended, through a vote of 5-0, the proposed text amendments to the Colerain Township Zoning Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-25-11 on October 14, 2025, and after consideration of the recommendation of the Colerain Township Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ___ - ___ to deny the Colerain Township Zoning Text Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment to the Colerain Township Zoning Resolution, attached to this Resolution as Exhibit A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

Sections of the Colerain Township Zoning Resolution Text to Amend: (*INSERT, DELETE*)

3.2.4 – Permissions for Accessory Buildings, Features, and Uses

~~B. Swimming Pools. For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:~~

- ~~(1) All pools shall be located in the rear yard only.~~
- ~~(2) All pools shall be set back a minimum of 10' from the side lot line and 25' from the rear lot line. Pool setbacks are measured from the property line to the closest extent of water within the pool.~~
- ~~(3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.~~
- ~~(4) Pools shall not be built over septic tanks or leach fields.~~
- ~~(5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.~~
- ~~(6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.~~

B. Swimming Pools. For the purposes of this Resolution, outdoor swimming pools shall be considered accessory uses and shall be subject to the following regulations:

- (1) All pools shall be located in the rear yard only.***
- (2) All pools shall be set back a minimum of 10' from all lot lines. Pool setbacks are measured from the property line to the closest extent of water within the pool.***
- (3) No part of the pool, pool enclosures, deck, deck handrails, etc. may exceed 6' in height above grade.***
- (4) Pools shall not be built over septic tanks or leach fields.***
- (5) All in-ground pools and above ground pools less than 24" tall shall have an enclosure surrounding the pools area, and the enclosure shall not extend less than 4 feet above the ground. All gates shall be self-closing and self-latching with the latches placed at least 4 feet above the ground.***
- (6) At least one means of egress shall be provided to the pool. Treads of steps and ladders shall have slip-resistant surfaces and handrails.***

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Approving or Denying Major Modification to the Final Development Plan at 6401 Colerain Avenue, CZC-89-4, Mt. Airy Kroger

Recommend ADOPTION of the Resolution.

Rationale:

The recommended conditions are intended to ensure that the proposed modification remains consistent with the intent and performance standards of the Planned Development district, while addressing the increased operational intensity associated with the introduction of a workforce development component. The conditions balance flexibility for adaptive reuse of an existing commercial structure with the Township's responsibility to safeguard adjacent land uses, public infrastructure, and the long-term character of the Colerain corridor.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR MODIFICATION TO FINAL
DEVELOPMENT PLAN AT 6401 COLERAIN AVENUE,
CZC-89-4, MT. AIRY KROGER**

WHEREAS, in 1989 the Colerain Township Board of Trustees approved Zoning Commission Case CZC-89-4 for a Final Development Plan (FDP) that rezoned 6401 Colerain Avenue, Parcel No. 510-0070-0177-00, to “EE” Planned Retail Business for the construction of the Mt. Airy Kroger; and

WHEREAS, in 2022 a Major Amendment to the FDP was approved by the Colerain Township Board of Trustees to convert the long-vacant Mt. Airy Kroger from Retail Commercial to Warehousing as its primary use keeping its underlying zoning for Retail Commercial; and

WHEREAS, in 2023 a Minor Amendment to the FDP was approved by the Colerain Township Board of Trustees for the addition of customer pick-up of warehouse items; and

WHEREAS, in 2023 a Minor Amendment to the FDP was approved by the Colerain Township Board of Trustees to incorporate outdoor storage and pick-up areas for “outdoor” products purchased by online customers; and

WHEREAS, the current applicant, Goodwill Industries of Greater Cincinnati, is requesting a Major Amendment to the FDP to occupy the existing building with three complementary uses: a retail store, a donation center, and a workforce development and job connection center. While the retail and donation center components are consistent with previously approved commercial uses, the workforce development center introduces an additional, non-retail element not expressly permitted under the current FDP, therefore requiring the change to the approved plan; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the request for a Major Modification to the FDP on October 14, 2025, and after consideration of all public comments, exhibits, and other materials submitted, voted ___ - ___ to approve the amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves MOD-25-2, a Major Amendment to Zoning Commission Case CZC-89-4, Mt. Airy Kroger, including the Conditions listed in EXHIBIT A, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Conditions of Approval:

1. A Master Parking Plan shall be submitted to the Zoning Administrator for review and approval prior to the issuance of a Zoning Certificate. The purpose of the Master Parking Plan shall be to verify adequate parking capacity, circulation, and compliance with applicable parking standards. The Zoning Administrator shall have the authority to modify any design or dimensional standards of the Master Parking Plan requirements where strict compliance is determined to be impractical or unnecessary due to the existing conditions of the site, provided that such waivers do not create a safety hazard or result in inadequate parking for the intended uses.
2. The existing ground sign and any remaining sign structure shall be completely removed. A new ground-mounted monument sign shall be installed in compliance with the Colerain Township Zoning Resolution and the approved Master Signage Plan, except that it may be up to fifteen (15) feet in height and include an electronic changeable copy board of up to 60 square feet. Electronic messages may display only letters, numbers, and words on a solid black or white background, shall not flash, and shall not exceed 2,000 nits in brightness. The sign shall include automatic dimmers, glare screens, and a photocell to adjust brightness. Message changes shall not exceed four (4) per minute, with each message displayed for at least twelve (12) seconds.
3. A minimum 15-foot wide streetscape buffer shall be installed along the property's Colerain Avenue frontage, consistent with the intent of Article 14 – Landscaping and Screening of the Colerain Township Zoning Resolution. The buffer shall include:
 - At least one (1) deciduous shade tree per 40 linear feet of frontage, planted within the buffer area; and
 - At least one (1) evergreen tree per 60 linear feet, placed to supplement gaps in screening; and
 - Continuous low-height shrubs or ornamental grasses achieving a minimum mature height of 24 inches, planted in a staggered pattern or massing to provide a consistent landscaped edge.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION DENYING A MAJOR MODIFICATION TO
FINAL DEVELOPMENT PLAN AT 6401 COLERAIN AVENUE,
CZC-89-4, MT. AIRY KROGER**

WHEREAS, in 1989 the Colerain Township Board of Trustees approved Zoning Commission Case CZC-89-4 for a Final Development Plan (FDP) that rezoned 6401 Colerain Avenue, Parcel No. 510-0070-0177-00, to “EE” Planned Retail Business for the construction of the Mt. Airy Kroger; and

WHEREAS, in 2022 a Major Amendment to the FDP was approved by the Colerain Township Board of Trustees to convert the long-vacant Mt. Airy Kroger from Retail Commercial to Warehousing as its primary use keeping its underlying zoning for Retail Commercial; and

WHEREAS, in 2023 a Minor Amendment to the FDP was approved by the Colerain Township Board of Trustees for the addition of customer pick-up of warehouse items; and

WHEREAS, in 2023 a Minor Amendment to the FDP was approved by the Colerain Township Board of Trustees to incorporate outdoor storage and pick-up areas for “outdoor” products purchased by online customers; and

WHEREAS, the current applicant, Goodwill Industries of Greater Cincinnati, is requesting a Major Amendment to the FDP to occupy the existing building with three complementary uses: a retail store, a donation center, and a workforce development and job connection center. While the retail and donation center components are consistent with previously approved commercial uses, the workforce development center introduces an additional, non-retail element not expressly permitted under the current FDP, therefore requiring the change to the approved plan; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the request for a Major Modification to the FDP on October 14, 2025, and after consideration of all public comments, exhibits, and other materials submitted, voted ____ - ____ to deny the amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies MOD-25-2, a Major Amendment to Zoning Commission Case CZC-89-4, Mt. Airy Kroger, including the Conditions listed in EXHIBIT A, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Conditions of Approval:

1. A Master Parking Plan shall be submitted to the Zoning Administrator for review and approval prior to the issuance of a Zoning Certificate. The purpose of the Master Parking Plan shall be to verify adequate parking capacity, circulation, and compliance with applicable parking standards. The Zoning Administrator shall have the authority to modify any design or dimensional standards of the Master Parking Plan requirements where strict compliance is determined to be impractical or unnecessary due to the existing conditions of the site, provided that such waivers do not create a safety hazard or result in inadequate parking for the intended uses.
2. The existing ground sign and any remaining sign structure shall be completely removed. A new ground-mounted monument sign shall be installed in compliance with the Colerain Township Zoning Resolution and the approved Master Signage Plan, except that it may be up to fifteen (15) feet in height and include an electronic changeable copy board of up to 60 square feet. Electronic messages may display only letters, numbers, and words on a solid black or white background, shall not flash, and shall not exceed 2,000 nits in brightness. The sign shall include automatic dimmers, glare screens, and a photocell to adjust brightness. Message changes shall not exceed four (4) per minute, with each message displayed for at least twelve (12) seconds.
3. A minimum 15-foot wide streetscape buffer shall be installed along the property's Colerain Avenue frontage, consistent with the intent of Article 14 – Landscaping and Screening of the Colerain Township Zoning Resolution. The buffer shall include:
 - At least one (1) deciduous shade tree per 40 linear feet of frontage, planted within the buffer area; and
 - At least one (1) evergreen tree per 60 linear feet, placed to supplement gaps in screening; and
 - Continuous low-height shrubs or ornamental grasses achieving a minimum mature height of 24 inches, planted in a staggered pattern or massing to provide a consistent landscaped edge.

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Approving or Denying Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers

Recommend ADOPTION of the Resolution.

Rationale:

The recommended conditions are intended to ensure that the final design of the site remains consistent with the intent of the Board of Trustees' prior approval while aligning with all applicable engineering and agency requirements. These conditions maintain compatibility with neighboring residential properties, preserve safety and drainage integrity, and uphold the aesthetic and environmental standards of the Colerain Township Zoning Resolution.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR MODIFICATION TO FINAL
DEVELOPMENT PLAN AT 10345 COLERAIN AVENUE,
CZC-05-6, KLEI MOWERS**

WHEREAS, in 2005, the Colerain Township Board of Trustees approved Zoning Commission Case CZC-05-6 for a Final Development Plan (FDP) that rezoned 10345 Colerain Avenue, Parcel No. 510-0182-0181-00, to “EE” Planned Retail Business for the construction of the Klei Mowers Sales and Service; and

WHEREAS, in 2007, the Colerain Township Board of Trustees approved a Minor Amendment to Zoning Commission Case CZC-05-6 to permit the addition of outdoor mulch storage in concrete bins; and

WHEREAS, in 2023, the applicant requested a Major Modification to the existing PD-B district (formerly “EE” Planned Retail Business) and a Zoning Map Amendment to include an adjacent 0.604-acre parcel zoned R-3 – Suburban-Low Residential District to construct a gas station and convenience store. On June 20, 2023, the Colerain Township Zoning Commission held a public hearing to consider Case ZA2023-09 and voted 4-1 to recommend denial of the proposal to the Colerain Township Board of Trustees; and

WHEREAS, on July 11, 2023, the Colerain Township Board of Trustees held a public hearing and voted to table consideration of the Major Modification and requested further engagement with staff and the community; and

WHEREAS, on July 18, 2023, the applicant hosted a Community Engagement meeting to address concerns of residents and staff, and to seek solutions to the issues raised relative to the proposed development project, which were subsequently submitted to the Board of Trustees in a revised Preliminary Development Plan; and

WHEREAS, on August 8, 2023, the Board of Trustees approved the Preliminary Development Plan for the site incorporating the following conditions: (1) TV monitoring shall be programmed to shut off between 12 AM and 6 AM, (2) the proposed vinyl fence be modified from 8' to 12' high, (3) there shall be zero (0) footcandles of light at the property line of the site, and (4)

there shall be a reading of zero decibels at the property line bordering any residential site at any point of the day; and

WHEREAS, throughout the construction period, the developer's representatives received feedback and conducted multiple Community Engagement meetings with neighboring property owners and has continued to refine the site design to address concerns related to stormwater runoff, noise, screening, and visual impacts; and

WHEREAS, based on these Community Engagement meetings, the developer hereby is requesting a Major Modification to approved Zoning Commission Case CZC-05-6, Klei Mowers, incorporated in EXHIBIT A; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the request for a Major Modification to the FDP on October 14, 2025, and after consideration of all public comments, exhibits, and other materials submitted, voted ___ - ___ to approve the amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves MOD-25-1, a Major Amendment to Zoning Commission Case CZC-05-6, Klei Mowers, as it would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Conditions of Approval:

1. The height of the earthen mound shall be reduced by ten (10) feet from the elevation previously approved by the Hamilton County Soil & Water Conservation District, ensuring that the final grade and slope remain consistent with all applicable County engineering and stormwater requirements.
2. The developer shall establish and maintain a vegetation buffer along the property line adjacent to the mound, as depicted on the attached site and landscape plans. This buffer, located on the south side of the fence, shall include a combination of trees, shrubs, and groundcover plantings designed to improve aesthetic quality and enhance screening.
3. The developer shall not be required to implement any condition or directive that would result in noncompliance with the requirements or prohibitions of another reviewing agency, including but not limited to the Hamilton County Department of Public Works, Hamilton County Soil and Water Conservation District, or the Ohio Environmental Protection Agency.
4. Twelve (12) feet of screening shall be provided using a combination of eight (8) foot privacy fence, earthworks, and retaining wall. The top of the fence remains no less than twelve (12) feet above the average adjacent grade.
5. The television monitors may remain operational between 12:00 A.M. and 6:00 A.M. for payment processing and safety purposes; however, the monitors shall be programmed to “mute” during this period, disabling audio output.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of October, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION DENYING A MAJOR MODIFICATION TO
FINAL DEVELOPMENT PLAN AT 10345 COLERAIN AVENUE,
CZC-05-6, KLEI MOWERS**

WHEREAS, in 2005, the Colerain Township Board of Trustees approved Zoning Commission Case CZC-05-6 for a Final Development Plan (FDP) that rezoned 10345 Colerain Avenue, Parcel No. 510-0182-0181-00, to “EE” Planned Retail Business for the construction of the Klei Mowers Sales and Service; and

WHEREAS, in 2007, the Colerain Township Board of Trustees approved a Minor Amendment to Zoning Commission Case CZC-05-6 to permit the addition of outdoor mulch storage in concrete bins; and

WHEREAS, in 2023, the applicant requested a Major Modification to the existing PD-B district (formerly “EE” Planned Retail Business) and a Zoning Map Amendment to include an adjacent 0.604-acre parcel zoned R-3 – Suburban-Low Residential District to construct a gas station and convenience store. On June 20, 2023, the Colerain Township Zoning Commission held a public hearing to consider Case ZA2023-09 and voted 4-1 to recommend denial of the proposal to the Colerain Township Board of Trustees; and

WHEREAS, on July 11, 2023, the Colerain Township Board of Trustees held a public hearing and voted to table consideration of the Major Modification and requested further engagement with staff and the community; and

WHEREAS, on July 18, 2023, the applicant hosted a Community Engagement meeting to address concerns of residents and staff, and to seek solutions to the issues raised relative to the proposed development project, which were subsequently submitted to the Board of Trustees in a revised Preliminary Development Plan; and

WHEREAS, on August 8, 2023, the Board of Trustees approved the Preliminary Development Plan for the site incorporating the following conditions: (1) TV monitoring shall be programmed to shut off between 12 AM and 6 AM, (2) the proposed vinyl fence be modified from 8' to 12' high, (3) there shall be zero (0) footcandles of light at the property line of the site, and (4)

there shall be a reading of zero decibels at the property line bordering any residential site at any point of the day; and

WHEREAS, throughout the construction period, the developer's representatives received feedback and conducted multiple Community Engagement meetings with neighboring property owners and has continued to refine the site design to address concerns related to stormwater runoff, noise, screening, and visual impacts; and

WHEREAS, based on these Community Engagement meetings, the developer hereby is requesting a Major Modification to approved Zoning Commission Case CZC-05-6, Klei Mowers, incorporated in EXHIBIT A; and

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the request for a Major Modification to the FDP on October 14, 2025, and after consideration of all public comments, exhibits, and other materials submitted, voted ___ - ___ to deny the amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies MOD-25-1, a Major Amendment to Zoning Commission Case CZC-05-6, Klei Mowers, as it would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Conditions of Approval:

1. The height of the earthen mound shall be reduced by ten (10) feet from the elevation previously approved by the Hamilton County Soil & Water Conservation District, ensuring that the final grade and slope remain consistent with all applicable County engineering and stormwater requirements.
2. The developer shall establish and maintain a vegetation buffer along the property line adjacent to the mound, as depicted on the attached site and landscape plans. This buffer, located on the south side of the fence, shall include a combination of trees, shrubs, and groundcover plantings designed to improve aesthetic quality and enhance screening.
3. The developer shall not be required to implement any condition or directive that would result in noncompliance with the requirements or prohibitions of another reviewing agency, including but not limited to the Hamilton County Department of Public Works, Hamilton County Soil and Water Conservation District, or the Ohio Environmental Protection Agency.
4. Twelve (12) feet of screening shall be provided using a combination of eight (8) foot privacy fence, earthworks, and retaining wall. The top of the fence remains no less than twelve (12) feet above the average adjacent grade.
5. The television monitors may remain operational between 12:00 A.M. and 6:00 A.M. for payment processing and safety purposes; however, the monitors shall be programmed to “mute” during this period, disabling audio output.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Accepting the Amounts and Rates As Determined By The Budget Commission & Authorizing The Necessary Tax Levies & Certifying Them To The County Auditor

Recommend ADOPTION of the Resolution.

Rationale:

Adoption of the Resolution is the final step in the tax budget process. It sets the stage for consideration of the 2026 Strategic Plan and Budget later this year.

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

Board of Township Trustees

Rev. Code, Secs. 5705.34

The Board of Trustees of Colerain Township, Hamilton County, Ohio,
met in REGULAR session on the 14TH day of OCTOBER, 20 25,
at the office of 4200 SPRINGDALE ROAD
with the following members present: _____

Trustee	<u>ULICH</u>
Trustee	<u>UNGER</u>
Trustee	<u>WAMONT</u>

Trustee _____ moved the adoption of the following Resolution:

WHERE AS, This Board of Trustees of Colerain Township in accordance with
the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year
commencing January 1st, 20 26; and

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action
thereon to this Board together with an estimate by the County Auditor of the rate of each tax
necessary to be levied by this Board and what part thereof is without, and what part within the
ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of Colerain Township,
Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

	Amount Approved by Budget Com- mission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	867,398	0	0	867,398	0.00	0.49	0.49
BOND	0	0	0	0	0.00	0.00	0.00
ROAD & BRIDGE	1,575,478	0	0	1,575,478	0.00	0.89	0.89
FIRE	0	14,587,361	0	14,587,361	15.23	0.00	15.23
POLICE	0	11,931,650	0	11,931,650	9.50	0.00	9.50
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	2,442,876	26,519,010	0	28,961,886	24.73	1.38	26.11

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

CURRENT EXPENSE LEVIES		PERIOD OF TIME	Mills	Fiscal Year
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
TOTAL			0.00	0
ROAD & BRIDGE				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Proposed		0	0.00	0
TOTAL			0.00	0
FIRE				
Authorized on:	November 8, 1998	Continuing	6.96	5,036,893
	November 2, 2010	Continuing	5.27	6,037,894
	November 3, 2020	Continuing	3.00	3,512,573
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	0	0	0.00	0
TOTAL			15.23	14,587,361
POLICE				
Authorized on:	November 5, 1991	Continuing	2.50	2,115,607
	November 5, 2002	Continuing	1.00	1,130,761
	November 6, 2007	Continuing	1.15	1,317,567
	May 6, 2014	Continuing	1.95	2,234,135
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Proposed 11/4/2025		5 Years	2.90	5,133,580
TOTAL			9.50	11,931,650
X5				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Enter Date of Election		0	0.00	0
TOTAL			0.00	0

COLERAIN TOWNSHIP

September 16, 2025

-Acceptance of Rates

and be it further

RESOLVED, That the Fiscal Officer of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Trustee _____ , _____

Trustee _____ , _____

Trustee _____ , _____

Adopted the _____ day of _____ , 20____

Attest:

Fiscal Officer of the Board of Township Trustees of
_____ Township
Hamilton County, Ohio

-Acceptance of Rates

CERTIFICATE TO COPY

ORIGINAL ON FILE

THE STATE OF OHIO, HAMILTON COUNTY,

I, _____, Fiscal Officer of the Board of Township Trustees
of _____

_____ Township within and for said County, and in whose custody the files and
records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify
that the foregoing is taken and copied from the original _____

_____ now on file, with said Board, that the foregoing has been compared by me with said original
document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20 _____

Fiscal Officer of the Board of Township Trustees of
_____ Township
Hamilton County, Ohio

1. A copy of this resolution must be certified to the County Auditor before the first day of October, or at such later date as may be approved by the Board of Tax Appeals.

Receipt

Adopted _____ 20 _____

Fiscal Officer

Filed _____ 20 _____

Jessica Miranda, Hamilton County Auditor

By: Deputy

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute an Agreement with Choice One for Right of Way Plans for Compton Road Sidewalks at a cost of \$120,000

Recommend ADOPTION of the Motion.

Rationale:

Choice One is the current engineering firm that is designing the sidewalks that will be constructed from Colerain Avenue to Poole Road on Compton Road. The original agreement did not include Right-Of-Way design and this Addendum would adjust the contract to ensure that those plans are properly developed. The amount is for \$120,000 as there is significant right-of-way design associated with this project due to the high number of properties included in the project boundaries. This Addendum brings the total contract for design and engineering for this project to \$357,750.00. The Township has received a grant for \$1,000,000 for the construction and engineering costs and will seek additional grants for the remaining costs.



Date

October 9, 2025

Attention

Tiphonie Mays
Assistant Township Administrator
tmays@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Amendment to Agreement for Professional Services
Compton Road Sidewalk (HAM Compton Rd, PID 122989)
HAM-COL-2501

Dear Ms. Mays:

The Agreement referred to herein was executed on 04/08/25 between Colerain Township, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

Colerain Township

Authorized Signature

Date

Choice One Engineering Corporation



Bradley A. Warnock, P.E., Project Manager

10/9/2025

Date

W. Central Ohio/E. Indiana

440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

The Scope of Services will be expanded to include the following:

1. ODOT Right-of-Way Plans
 - a. Prepare a set of right-of-way plans to conform to the requirements of ODOT. Fees for preparation are based on acquisition by the Township of up to 3 permanent takes and 29 temporary takes. The set of right-of-way plans will include the following:
 - i. Legend Sheet
 - ii. Centerline Plat
 - iii. Property Map (Showing Total Tract)
 - iv. Summary of Parcels
 - v. Right-of-Way Detail Sheets (scale 1" = 20')
 - vi. ODOT Form Legal Descriptions

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$0.00	\$0.00	\$24,250.00	\$24,250.00
Environmental Document	\$0.00	\$0.00	\$20,050.00	\$20,050.00
Construction Plans	\$0.00	\$0.00	\$193,450.00	\$193,450.00
R/W Plans	\$120,000.00	\$0.00	\$0.00	\$120,000.00
Total	\$120,000.00	\$0.00	\$237,750.00	\$357,750.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed by the ODOT Elis schedule date.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Contract - AEP - Aggregation for Township Buildings - \$0.512 per ccf
Recommend approval of all consent items.

Rationale:
This one year contract will provide for commercial aggregation on gas usage at all Township buildings at a rate of \$0.512 per ccf.



Energy Purchase Agreement – Natural Gas Commodity Sales
(Matrix (OH.NG.Ccf) v.09.04.24)

This Energy Purchase Agreement – Natural Gas Commodity Sales, which comprises the below General Terms and Conditions (these “GTC”) and Schedule 1 hereto, dated and effective as of September 11, 2025 (collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and the designated customer set forth below in the signature block of this Agreement (“Customer” or “you”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”) and governs the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) specified on Schedule 1 hereto (each, a “Service Location”).

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail natural gas requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail natural gas supply requirements for each such Service Location (the “Retail Energy”). The Retail Energy will be provided to Customer’s relevant natural gas distribution company (each as specified on Schedule 1 hereto, the “NGDC”) interconnection point (each, a “Delivery Point”). The NGDC is responsible for delivery of the Retail Energy from the Delivery Point to any Service Location, reading Customer’s meter, and responding to leaks and emergencies. Delivery and metering of the Retail Energy is subject to the terms and conditions of the NGDC. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing consumption information and consents to the disclosure by the NGDC to AEP Energy of certain information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the NGDC’s services provided to Customer including delivery or distribution of the Retail Energy to Customer, switching, telecommunications, or meter or meter reading related costs, whether billed by the NGDC to AEP Energy or Customer.

Customer represents and agrees that each Service Location served by AEP Energy under this Agreement is an eligible account on a commercial rate code and eligible for the NGDC’s retail natural gas choice program in the NGDC’s service territory, and that Customer is not an existing AEP Energy Retail Natural Gas supply customer. AEP Energy may at any time reject or terminate this Agreement and Retail Natural Gas service to any Customer or Service Location that does not meet the preceding criteria, or which consumes more than 250,000 Ccf per year, and return Customer to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. AEP Energy may reject or terminate this Agreement if Customer is not current on its NGDC charges, unless Customer has entered into a plan with its NGDC to discharge any arrearages owed to the NGDC.

II. TERM OF AGREEMENT

AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under this Agreement (a) upon the later of (1) Customer’s available October 1, 2025 enrollment date and (2) the first available enrollment date, as determined by the NGDC, after the date hereof, and (b) after AEP Energy receives confirmation that the NGDC has accepted the delivery service request (the “Commencement Date”); provided, however, that the Commencement Date cannot be fewer

than three (3) calendar days following the date hereof. The Parties agree that the NGDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the NGDC’s rules and practices regarding such switching. AEP Energy is not liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date. The initial term of this Agreement will continue for 12 months from the Commencement Date (the “Initial Term” and including any Holdover Term or Renewal Term, the “Term”), unless sooner terminated hereunder.

III. PRICING

During the Initial Term, the price payable for Retail Energy will be:

Retail Energy Price (per Ccf)	\$ <u>0.512</u>
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The Retail Energy Price listed above is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage but is exclusive of any and all applicable (and not expressly included) taxes, NGDC delivery service charges and other non-bypassable NGDC costs, charges, and fees. The Parties acknowledge and agree that the Retail Energy Price reflects, among other factors, Customer’s expected consumption and NGDC-specific pricing hereunder. The Retail Energy Price is determined by AEP Energy using Customer’s actual and estimated historical and forecasted consumption data, which is considered representative of each Service Location’s anticipated Retail Energy requirements for the Term.

IV. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant NGDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant NGDC’s meter read cycle, in accordance with the billing method specified to Customer, which may be (1) as a single invoice through utility/NGDC consolidated billing (UCB); (2) through supplier consolidated billing (SCB), should such SCB billing method become available; or (3) as separate invoices from AEP Energy for supply-related charges and the relevant NGDC for all other charges (Dual Bill). However, the relevant NGDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the “Customer Information” table at the end of these GTC (unless Customer requests paper bills) or later specified by Customer in writing (including by email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including by email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. Charges hereunder will be calculated by reference to metered Retail Energy usage, provided that AEP Energy has the right to estimate invoices in cases where such actual billing determinants are unavailable. When an estimated invoice is issued, AEP Energy shall subsequently reconcile the estimated invoice and the actual metered Retail Energy consumption and post any debit or credit amount to Customer’s account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse. AEP Energy must receive such payment no later than the close of business on the business day following fourteen (14) calendar days from the date of the invoice. If Customer is billed by the NGDC, payment is due to the NGDC as specified in the NGDC bill. Late payments with respect to any amounts

due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, "Account Charges") will incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law (whichever is less), compounded monthly, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer will be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer is liable for all costs incurred by AEP Energy, including attorneys' fees, in connection with the collection and enforcement of AEP Energy's rights to past due Account Charges.

B. Invoice Revisions: Customer may, in good faith, reasonably dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy notice of the dispute, which must include the amount of, and basis for, the disputed amount and supporting documentation (the "Notice of Dispute") and (2) making payment of the undisputed portion of the invoice within the normal terms set forth in Section IV(A). During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties must expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute during the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual consumption and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice.

V. EXTENSION AND CONCLUSION OF TERM

Not less than thirty (30) calendar days prior to the then-current expiration date of the relevant Term, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend such Term ("Renewal Term"). Any Renewal Notice will contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the duration of the Renewal Term ("Renewal Amendments"). Customer has five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer.

Following expiration of the Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term will be a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus an adder of up to \$0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature and taxes will be passed through in a commercially reasonable manner to Customer with no additional mark-up. Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.

In the event of expiration or termination as provided in this Agreement, all further obligations of the Parties under this Agreement will immediately terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation hereunder which by its nature survives, will survive the termination or expiration of this

Agreement, including the Parties' respective obligations under the "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of Jury Trial" sections, and will apply whether in contract, equity, tort, or otherwise. Such expiration or termination will, with respect to each Service Location, be effective on the next switching date available from the NGDC. If the NGDC's retail customer choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement without penalty to either Party.

VI. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may require (1) additional credit information, including financial statements in accordance with the previous sentence, and (2) that Customer deliver to AEP Energy, as security, adequate assurance of performance in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit (consistent with O.A.C. 4901:1-29-07), or prepayment ("Adequate Assurance of Performance"). Upon such requirement from AEP Energy, Customer has five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" means, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceasing to remain true (and which, if capable of being excused or remedied, is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from Customer (other than as provided in Section VIII) or any NGDC of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the Term; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement by sending notice to the Defaulting Party; or (3) exercise such other rights and remedies as are available to it at law or in equity pursuant to this Agreement. In the event of such suspension or termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the NGDC effective on the next switching date available from such NGDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party any damages incurred by the Non-Defaulting Party related thereto, including liquidated damages related to termination of the purchase and sale of the Retail Energy (such liquidated damages, the "Settlement Amount") calculated as follows:

- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Consumption" is equal to Customer's consumption at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer's Historical Annual Consumption is less than or equal to five thousand (5,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by twenty-five dollars (\$25). For example, if this Agreement is terminated two (2) months early, two (2) months x twenty-five dollars (\$25) per month = fifty dollar (\$50) Settlement Amount.

- If Customer's Historical Annual Consumption is greater than five thousand (5,000) Ccf but less than or equal to fifty thousand (50,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by one hundred dollars (\$100). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred dollars (\$100) per month = two hundred dollar (\$200) Settlement Amount.

- If Customer's Historical Annual Consumption is greater than fifty thousand (50,000) Ccf, the Settlement Amount is equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party). For the avoidance of doubt, no Settlement Amount is due to a Party under this Agreement if such Party is the Defaulting Party.

As used herein, the following terms have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined).

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had the Event of Default not occurred.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any natural gas supply, gas storage, or gas transportation contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., storage contract or basis hedge), related to the Remaining Performance. For the avoidance of doubt, AEP Energy is not required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of forward market prices. Such Settlement Amount calculation will be made available to the Defaulting Party upon written request. The Settlement Amount will be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm

or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VIII. SERVICE LOCATION CLOSURE

Customer must provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply to Customer at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer is responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages will be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. If Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated consumption. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s).

IX. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy. Nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement, including in evaluating the advantages or disadvantages of any specific product or service, predictions about savings, future energy prices, or any other matter. Customer acknowledges that the NGDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the NGDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such authorization from the Owner does not expire or terminate prior to the end of the Term.

X. ASSIGNMENT

This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent must not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior notice, either Party may assign its rights and obligations under this Agreement to an entity in control of, controlled by, or under common control with such Party (an "Affiliate") or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail natural gas supply business of AEP Energy, so long as (1) with respect to Customer, such Affiliate or successor, as applicable, (A) is reasonably determined in writing by AEP Energy to be of similar or greater credit quality than Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such Affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified herein. Any assignment or transfer of this

Agreement in contravention of this section is null and void and will constitute an Event of Default at the election of the non-breaching Party.

XI. FORCE MAJEURE

Neither Party will be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" means an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price hereunder, or with respect to Customer, the loss or failure of Customer's facilities, the loss of business by Customer, or Customer's inability to use Retail Energy purchased hereunder. If the Force Majeure continues for more than thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by giving the other Party notice of the early termination, without such termination constituting an Event of Default.

XII. REGULATORY EVENT

If any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge, or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, other transporter, or other regulated service provider materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement will remain in full force and effect. For the purposes of a Regulatory Event, "material" means a change that results in an increase in the relevant Retail Energy pricing hereunder for the remainder of the relevant Term by \$0.05 per Ccf or more.

XIII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder are "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIV. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC (as hereinafter defined), or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XV. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party represents and warrants to the other Party as follows: (A) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (B) its execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions and/or approvals and will not violate or conflict with any of its governing documents, any provision of any contract to which it is a party, or applicable law; (C) it has read, fully understands, and is willing to act in full compliance with (and as it deems appropriate, has obtained independent counsel regarding), the contents of this Agreement and regards it to be fair, reasonable, and not unconscionable, and this Agreement constitutes a legal, valid, binding, and enforceable obligation of such Party; and on behalf of Customer only, (D) it is a commercial end user of Retail Energy and it is entering into this Agreement for purposes related to its business. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

XVI. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy will pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, to the extent permissible by law and except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. Customer acknowledges that AEP Energy (A) is not a producer of natural gas, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transportation or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy is not liable for any damages associated with any failure or delay of such transportation or distribution systems. AEP Energy warrants good title to all Retail Energy delivered hereunder at the Delivery Point free and clear of any liens or other encumbrances or title defects. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE ("UCC") APPLIES TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD,"

NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE UCC OF THE GOVERNING LAW.

VII. NOTICES

Any notice served hereunder from AEP Energy to Customer, must be in writing and sent to any of Customer's notice or billing or email addresses specified in writing by Customer from time to time, or to the address of any Service Location. Any notice served hereunder from Customer to AEP Energy must be in writing and delivered to AEP Energy, Inc., Attn: Contract Management, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, notice will be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer is responsible for communicating to AEP Energy each change to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable and in no event later than fifteen (15) calendar days after such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

AEP Energy Contact Information: AEP Energy's (A) mailing address is 1 Riverside Plaza, 20th Floor, Columbus, OH 43215; (B) website address is AEPenergy.com; and (C) toll-free telephone number is 866-258-3782 (Mon. - Fri.: 8 a.m. - 7 p.m. (EPT)).

VIII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, is governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action suit, or proceeding directly or indirectly arising out of, or in connection with, this Agreement (each, an "Action") must be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such Action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such Actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION.

Any Action must be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED: (A) THE PREVAILING PARTY IS NOT ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A

NAMED REPRESENTATIVE OF ANY PURPORTED CLASS MUST NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION. Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state commission.

XIX. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions will remain in force and not otherwise be affected, and (B) such provision will be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement will operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement will be deemed a waiver of or will prejudice any of its rights or remedies hereunder.

XX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. Except as to any Renewal Amendment, no waiver, alteration, amendment, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce will be deemed to constitute an amendment hereto. The words "include" and "including" are deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The headings and subheadings contained in this Agreement are used solely for convenience, do not constitute a part of this Agreement, and must not be used to construe or interpret the provisions of this Agreement. This Agreement must be considered for all purposes as prepared through the joint efforts of the Parties, simply construed according to its fair meaning, and not construed against a Party as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty, or liability to any person or entity not a Party. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XXI. REGULATORY DISCLOSURE(S)

AEP Energy is a competitive retail natural gas service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio. Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge. Customer may be charged switching fees by the NGDC.

XXII. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be considered an original, all of which together will constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. Each Party agrees that the Parties may execute this Agreement using electronic means, including the use of electronic signatures whether digital or encrypted, by the Parties, which the Parties agree are intended to authenticate such writing and will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party's electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

FOR OHIO SMALL COMMERCIAL CUSTOMERS ONLY

If as of the date you sign this Agreement, your account is used for non-residential end use consumption with less than 5,000 Ccf per year at a single location or you have three (3) locations or less, you qualify as a "Small Commercial Customer." As a Small Commercial Customer, the following terms apply to you in addition to, or (as applicable and specified) instead of and will replace, the General Terms and Conditions set forth above in this Agreement:

- You may, without penalty, rescind this Agreement by calling your relevant natural gas distribution company, which shall be specified on Schedule 1 ("NGDC") or by written notice to the NGDC within seven (7) business days following the postmark date on the NGDC's confirmation notice to you of your switching service to AEP Energy. The following are toll-free or local telephone number(s) for each applicable NGDC that you can call to rescind the enrollment:

Columbia Gas of Ohio: 1-800-344-4077

Enbridge Gas Ohio: 1-800-362-7557

CenterPoint Energy Ohio: 1-800-227-1376

Duke Energy Ohio: 1-800-774-1202

- You acknowledge that if you switch your account back to the NGDC, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the NGDC.
- The second sentence of the second paragraph of Section I (Purchase and Sale of Retail Energy) does not apply to you and shall be replaced with the following:

AEP Energy reserves the right to reject or not enroll any Service Location that does not meet the preceding criteria, or which consumes more than 5,000 Ccf per year, and return Customer to the previous AEP Energy product, if applicable, with no penalty to AEP Energy.

- The first and second paragraphs of Section V (Term, Renewal, and Effect of Termination) do not apply to you and shall be replaced with the following:

Not less than forty-five (45) calendar days prior to the then-current expiration date of the Term) and consistent with the applicable PUCO rules, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend the relevant Term ("Renewal Term") along with AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). A notice of expiration will be sent between forty-five (45) and ninety (90) calendar days prior to the then-current expiration date of the Term if no Renewal Notice is sent and **this Agreement will automatically renew on a month-to-month holdover basis ("Holdover Term") at a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus an adder of up to \$0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and any and all other costs to serve incurred by AEP Energy of every kind and nature and taxes shall be passed through in a commercially reasonable manner to Customer with no additional mark-up and AEP Energy can renew this Agreement without your affirmative consent even with this change in the rate.** Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.

For any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount greater than zero dollars (\$0), but less than twenty-five dollars (\$25), then AEP Energy also will provide a second renewal notice either in writing, by telephone, by notice in your bill, or by email at least thirty-five (35) calendar days prior to the end of the initial Term, consistent with 4901:1-29-10(G)(3) of the Ohio Administrative Code, and **this Agreement shall be automatically renewed for the renewal term with the revised terms and conditions by AEP Energy without your affirmative consent even with this change in the rate and other terms and conditions**, unless you notify AEP Energy in writing rejecting the renewal term on such terms and conditions no later than five (5) business days after receipt of such Renewal Notice or such second renewal notice, as applicable.

Any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount of twenty-five dollars (\$25) or greater will require your affirmative consent to any changes pursuant to 4901:1-29-10 of the Ohio Administrative Code, and if such consent is not provided, you will automatically revert to the NGDC unless you choose another CRES provider.

- The last sentence of Section V (Term, Renewal, and Effect of Termination) does not apply to you as a Small Commercial Customer and shall be deleted.
- If, due to a change in market conditions, AEP Energy wishes to lower the Retail Energy Price charged to Customer under this Agreement, AEP Energy may do so without consent provided there are no other changes to the terms and conditions to this contract.
- If you move your account to a location either outside of AEP Energy's service territory or the NGDC's service area, or within the service territory of an incumbent natural gas company that does not permit portability of this Agreement, you may automatically terminate this Agreement without any obligation to pay any Settlement Amount (as defined above). Section VIII (Service Location Closure) does not apply to you as a Small Commercial Customer
- You represent that you have not failed to discharge or enter into a plan to discharge, all existing arrearages owed to or being billed by the NGDC. Your failure to pay NGDC charges may result in your account being disconnected in accordance with the NGDC tariff and this Agreement with AEP Energy may be automatically terminated, leading to early termination penalties.
- The Events of Default contained in Section VII(A) do not apply to you as a Small Commercial Customer. An Event of Default (as defined above) will only occur when: (1) In the case where AEP Energy bills for its own services, should Customer fail to pay the bill or fail to meet any agreed-

upon payment arrangement (at which time, this Agreement may be terminated by AEP Energy on fourteen days' notice and early termination penalties will apply); and (2) in the case where the NGDC bills for the commodity service of AEP Energy, should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangement (at which time, Customer's service may be terminated in accordance with the incumbent NGDC's tariffs and this Agreement will automatically terminate, leading to early termination penalties). This Agreement automatically terminates if AEP Energy returns your Service Location(s) to the NGDC's applicable tariff service; provided that AEP Energy is permitted to terminate the Agreement under the terms and conditions of this Agreement.

- **Consumer Complaints:** If your complaint is not resolved after you have called AEP Energy and/or your NGDC, or for general utility information, as a Small Commercial Customer, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. (EPT) weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- Your account number(s) or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.
- If you voluntarily return to the NGDC after your supply from AEP Energy, you may be charged a price other than the NGDC's applicable tariff rate.

Customer Information		
	Billing Information: ☐ Please send paper invoices.	Contract Notice Information: ☐ Same as Billing Information
Address 1:		4200 Springdale Road
Address 2:		Colerain Township, OH 45251
Attn:		Township Administrator
Telephone:		513-923-5016
Email:		jweckbach@colerain.org

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer:

Colerain Township, Hamilton County, Ohio

Signature:

Signed by:

Brian P. Whitlatch

EEFCE93F93C44AE...

Name: Brian P. Whitlatch

Title: Sr. Vice President, Customer Solutions

Signature:

Jeff Weckbach

Title: Township Administrator

Schedule 1

Customer: Colerain Township, Hamilton County, Ohio

Date: September 11, 2025

Service Location Address(es)	Utility/NGDC	Account Number(s)
4300 SPRINGDALE RD,CINCINNATI,OH,45251	Duke Energy Ohio	910117116645Z109972792
4160 SPRINGDALE RD,CINCINNATI,OH,45251	Duke Energy Ohio	910117965565Z110490702
3360 W GALBRAITH RD,CINCINNATI,OH,45239	Duke Energy Ohio	910118166706Z109659419
3251 SPRINGDALE RD,CINCINNATI,OH,45251	Duke Energy Ohio	910118166798Z109375539
2850 W KEMPER RD,CINCINNATI,OH,45251	Duke Energy Ohio	910118174699Z109998493
6000 THOMPSON RD,CINCINNATI,OH,45247	Duke Energy Ohio	910118182920Z109841037
4725 SPRINGDALE RD,CINCINNATI,OH,45251	Duke Energy Ohio	910118603558Z109033702
4200 SPRINGDALE RD,CINCINNATI,OH,45251	Duke Energy Ohio	910120082144Z110109741

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #4: Expand Recreational Opportunities for all Ages

Contract - Council on Aging - Senior Services Grant
Recommend approval of all consent items.

Rationale:
The attached grant from the Council on Aging will provide up to \$32,265 in support for the congregate meal program at the Senior Center and for transportation of seniors to the Senior Center.

Service & Funding Schedule

Planning and Service Area 1

Contract Date period 10/01/2025 - 09/30/2026
Provider: Colerain Township Senior Center

Effective: 10/01/2025

Service Category	Service Unit	Units	Title III B	Title III C1	Title III C2	Title III D	Title III E	NSIP	Senior and Community Services	COA Total Funding	COA Reimb Rate	Title III Required Match	Total Program Cost	Total Program Unit Rate
Congregate Services	1 Meal	900	\$0	\$6,256.69	\$0	\$0	\$0	\$709	\$0	\$6,965	\$7.74	\$1,104	\$8,069	\$9.11
Transportation: One-Way Trip	1-Way Trip	2,300	\$21,211.00	\$0	\$0	\$0	\$0	\$0	\$4,089	\$25,300	\$11.00	\$3,743	\$29,043	\$12.63
TOTALS		3,200	\$21,211	\$6,257	\$0	\$0	\$0	\$709	\$4,089	\$32,265		\$4,847	\$37,112	

***NOTE Total Program Cost = Award Plus Match Dollars

- Title III B

Title III C-1

Title III C-2

Title III D

Title III E

Title VII

Title VII

NSIP (Nutrition Services Incentive Program)
- Supportive Service, CFDA #93.044

Congregate Meals, CFDA #93.045

Home Delivered Meals, CFDA #93.045

Disease Prevention & Health Promotion, CFDA #93.043

National Family Caregiver Support Program & Administration, CFDA #93.052

Elder Abuse Prevention, CFDA #93.041

Ombudsman, CFDA #93.042

Delivery of Nutritious Meals, CFDA #93.053

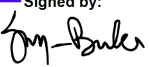
Signed by:



Jeff Weckbach

Administrator

Signed by:



Suzanne Burke

Chief Executive Officer

9/19/2025 | 1:25 PM EDT

Date

9/24/2025 | 3:05 AM EDT

Date

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Promotion - Vehicle Fleet Manager - Department of Fire and EMS - Jeff Clark - \$40.00 per hour
Recommend approval of all consent items.

Rationale:
The recommendation to promote Fleet Mechanic Technician 2 Jeff Clark to the position of Vehicle Fleet Manager in the Department of Fire and EMS Fleet Services Division is to fill a current vacancy due to a retirement. Following an internal promotional process for the position of Vehicle Fleet Manager, Fleet Mechanic Technician 2 Jeff Clark will assume the role of Vehicle Fleet Manager at an hourly rate of \$40.00, effective September 29, 2025.

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position
☐ Reconfiguration of position
☒ Replacement existing vacancy
 Date of Trustee Approval: 10/14/2025

Job Code: 117 Position Number:

Status: ☒ Full Time ☒ Permanent ☒ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☐ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jeffrey Clark

Hourly rate: \$40.00 Employee Supervisor: Chief Allen Walls

Min/Max hours/week: 40

Proposed start date: 9/28/2025 Eligibility Date: 10/14/2025

Tentative schedule of hours: M-F 800-1600

Does this position supervise staff? ☒ Yes ☐ No

Comments:

Department Head Name: Allen Walls

Signature: Allen Walls Date: 10/09/2025 PDT
 Signer ID: VVNSDLY16...

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employee's first eligible start date, pending completion of all necessary background checks, physical, and drug tests is: 9/28/2025

Administrator's Signature: Jeff Weckbach Date: 10/10/2025 PDT
 Signer ID: UCNZGVVK15...

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☐ Township Website
- ☒ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 09/15/2025

Date posting closed: 09/19/2025

Interview Committee: Allen Walls, Will Mueller, Shane Packer, Tawanna Molter, Matt Lepof

Interview dates: 09/23/2025 & 09/25/2025

Number of applications: 2

Number of candidates interviewed: 2

CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Donation Acceptance - Administration - From Coleraine Historical Society - Trees and Signs

Recommend approval of all consent items.

Rationale:

The Coleraine Historical Society is donating trees and sign upgrades to various historical cemeteries within the Township. This will enhance the properties and create an inviting space.