



Regular Meeting of the Board of Trustees - August 13

August 13, 2019

- 1. Opening of Meeting**
- 2. Executive Session 5:30 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes from July 23, 2019**
- 6. Presentations**
 - a. Introduction and Swearing-In of Promoted Police Officers
 - b. Introduction and Swearing-In of Promoted Dept. of Fire & EMS Employee
 - c. Dept. of Fire & EMS Service Tenure Recognition Presentation
 - d. CCA Yard Award Presentation
 - e. People Working Cooperatively Presentation
 - f. Northgate Mall Contract Presentation
- 7. Public Hearing**
 - a. Public Hearing - Zoning Case ZA2019-04 - Zoning Map Amendment for 3067 Harry Lee Lane
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**
 - Public Safety**
 - a. Motion to Authorize Township Administrator to Sign Agreement with T. Northgate LLC for Police Services
 - b. Resolution To Approve And Enter Into An Agreement With Huntington Bank And/Or Huntington Capital Corporation To Finance The Lease-Purchase Of Five 2020 Ford Explorer And Police Interceptors And Various Police Equipment
 - c. Motion to Accept Monetary Donation

Public Services

- a. Motion to Accept a Donation

Planning & Zoning

- a. Resolution Approving Application for Sidewalk Waiver - 3330 Compton Road
- b. Resolution to Amend Sidewalk Plan
- c. Resolution Declaring Nuisance and Ordering Abatement
- d. Motion to set Public Hearing on September 10, 2019 - Zone Change
- e. Motion to set Public Hearing on September 10, 2019 -Major Modification and Zone Map Amendment

Administration

- a. Resolution Reaffirming Colerain Township's Partnership with Hamilton County Public Health's WeThrive!
- b. Motion Authorizing Township Administrator to Execute Contract with Abercrombie & Associates for the Design of the Loralinda Chicane

12. Consent Items

- a. Contract with NeoPost for Postage Meter
- b. New Hire: Mr. Gary Shepherd as Full-Time Fleet Mechanic in Department of Fire & EMS
- c. Promotion: Mr. Craig Niehaus to the Rank of Lieutenant in the Department of Fire & EMS

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Introduction and Swearing-In of Promoted Police Officers

Rationale:

In this presentation we will swear in newly promoted officers: Lieutenant Ed Cordie and Sergeant Kyle Frandoni.

PRESENTATIONS

Department: Fire

Department Head:

Introduction and Swearing-In of Promoted Dept. of Fire & EMS Employee

Rationale:

Introduce and administer the Oath-of-Office to the department's newest full-time employee: Firefighter Paramedic Kelsie Allen. Firefighter Allen approved for hire and promotion during the July 23, 2019 Board Meeting.

PRESENTATIONS

Department: Fire

Department Head: Frank Cook, Fire Chief

Dept. of Fire & EMS Service Tenure Recognition Presentation

Rationale:

This presentation will recognize Firefighter-Paramedic Paul Riedel for 30-years of service

PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

CCA Yard Award Presentation

Rationale:

Colerain Township and the Colerain Community Association revived the beautiful yard award program in celebration of the Township's 225th Anniversary. This award program allowed residents and property owners to be recognized for their hard work and the efforts taken to beautify the Township. Residents were allowed to nominate up to two properties between June 15 and July 15, with the Colerain Community Association picking 5 winners!

PRESENTATIONS

Department: Fire

Department Head: Frank Cook, Fire Chief

People Working Cooperatively Presentation

This presentation will highlight the continued partnership between Colerain Township Fire and EMS and People Working Cooperatively. The presenter will introduce a grant-funded evidence-based fall prevention program named “Stepping On” into the community.

Rationale:

PRESENTATIONS

Department: Administration

Department Head: Mark Denney, Police Chief

Northgate Mall Contract Presentation

Rationale:

This presentation is meant to give an overview of the proposed police contract at Northgate Mall.



Northgate Mall

Contract for Police Services Renewal

History

- Since April, 2012, The Colerain Police Department has provided police services to Northgate Mall.
- Since that date, the Township has received \$2,261,000 in revenue.
- The model changed in 2018 to an assigned extra-duty detail. This reduction cost the Township \$135,000 every year in revenue.
- Currently, Colerain Officers provide police protection under an off-duty model.
- The proposal in front of the Board captures all employee costs and adds a revenue stream of nearly \$12,000 to the Police budget.

Benefits of Police Presence at Northgate

- Drastic change in culture and “feel” of the Mall since 2012.
- Free of major crime events since 2012.
- Helped spur development of surrounding businesses.
- Ability to immediately respond to a location type shown to be a target for mass shooters.
- Provides revenue to the Police Department, allowing for purchase of equipment without using tax dollars.
- Reduces dispatch fees. Each call that goes to the HCCC instead of the Mall Officer costs the Township \$17.00.

Impact of Cancelling Agreement

- Reduction of police presence in the neighborhoods.
- Increased dispatch fees.
- Loss of revenue.
- Removal of opportunity for police officers to supplement income.
- Decreased safety in an important, iconic location in our Township.
- Reduces dispatch fees. Each call that goes to the HCCC instead of the Mall Officer costs the Township \$17.00.

Models

- 2012-2018
- Police service subsidized police service provided to Northgate.
 - Need to revitalize the core of our Township
 - Helped support planned development and revitalization plans
 - Need to return feeling of safety to our residents and visitors
 - Needed to reduce communications costs and capture other savings

Models

- 2018
- Contract cancelled and new agreement formed that staffed the Mall during operational hours by an assigned, extra-duty officer at hourly rate x 1.5.
- Paid through Township
 - Allowed PD to assign coverage and avoid open shifts that increase our costs
 - Officers signed-up for this duty with the understanding that they could have mandatory schedules. Not had to do this to date.
 - Guarantees complete coverage and all the benefits that come with that for the Township.

Models

- 2019
- Contract currently expired July 24. Officers are now working at the Mall as independent contractors at reduced rate.
- The officers working this have agreed to cover all shifts in order to maintain relationship and in hopes of a new agreement. Most state they would not consistently work this detail at the \$40.00 rate.
- Not sustainable

Models

- Proposal for 2019-2020
- Same hours as the 2018 agreement
- Significantly increased rate (+23%) that captures 100% of our employee costs PLUS, an additional \$12,000 in administrative fees to the Police Department.
- Allows us to schedule and assign coverage.
- Paid through Township, 100% recovery of all costs plus 5% profit.

Comparisons

2018 Contract

- \$52.50 per hour flat fee

2019 Proposed Contract

- \$64.47 for officers
- \$74.07 for sergeants
- Captures overtime salary rate, Medicare, Workers' Compensation and PERS.

	Expired Agreement	Current Agreement	Proposed Agreement	No Agreement
Rate per Hour	\$52.50	\$40.00	\$64.47	\$0
Employee Costs Captured?	No	Yes	Yes	N/A
Assigned by PD?	Yes	No	Yes	No
Subject to Mandatory Assignment?	Yes	No	Yes	No
Increased Dispatch Fees	No	Yes	No	Yes
Revenue to Township	\$197,000	\$0	\$257,880	\$0
Increased Police Presence	Yes	Yes	Yes	No (decreased)

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Cadastre NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community

5 Beats
+
Supervisor
+
Mall Officer

Impact

Approval of Renewal

- Generates between **\$257,880** to **\$296,280** in revenue to the Township. Of that, at least **\$12,000** is kept by the Township to pay for services and equipment rather than using tax money.

Cancellation of Agreement

- Will cost \$18.00 for every call to the Mall. Conservatively, this could cost approximately \$20,000 annually. If cancelled, the alterations to the Mall contract over the past two years will cost will cost the Township **AT LEAST \$359,000** every year!
- Over a five-year levy cycle, that is **\$1,795,000**

Impact

Approval of Renewal

- Provides police presence at an area that, throughout the Country, has been a target of domestic terrorism.

Cancellation of Agreement

- Returns an important, iconic part of the Township to an era when residents and visitors felt unsafe.

Impact

Approval of Renewal

- Increases police officer presence in our neighborhoods.
- Adds a fully uniformed police officer on stand-by for any significant event in the Township at Northgate's expense.

Cancellation of Agreement

- Reduces the number of available officers to patrol and respond to residents calls for service. Strains our manpower even more than it is now.

Impact

Approval of Renewal

- Renewal has **absolutely** no negative impact on operations, budget or effectiveness. No patrol officers are removed from the road to work, no police cars are used, officers are assigned from a list of volunteers and can select the days they want to be assigned.

Cancellation of Agreement

- Cancellation simply makes our Township **less safe** and removes over \$250,000 of revenue from the Police Department. We are getting more manpower in the Township, in an area where we are vulnerable, and it is covered **100%** by Northgate Mall.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 13th day of August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Dan Unger, Greg Insko, Raj Rajagopal

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

RESOLUTION NO. _____-19

Case No. ZA2019-04

3067 Harry Lee Lane

Denial of a Re-zoning Request

From "R-7" Multi-Family Residential to "B-2" General Business

Parcel Nos. 510-0071-0299 and 510-0071-0531

WHEREAS, the Applicant, Ron Chada, representing property owner Ganapathi LLC has submitted an application for a Zoning Map Amendment for the re-zoning of the property at 3067 Harry Lee Lane from "R-7" Multi-Family Residential to "B-2" General Business; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case, and on July 1, 2019 voted unanimously to recommend denial of the zoning request; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on July 16, 2019, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, voted unanimously to recommend denial of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on August 13, 2019, and after consideration of the recommendation of the Regional Planning Commission, the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted _____ to deny the application for the Zoning Map Amendment request from "R-7" Multi-Family Residential to "B-2" General Business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Colerain Township, Hamilton County, Ohio accepts the recommendation of the Colerain Township Zoning Commission for a Zoning Map Amendment, and that the Board of Trustees does hereby deny the request for parcel nos. 510-0071-0299 and 510-0071-0531, for the reason that the Zoning Map Amendment 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 in not keeping with good land use planning; and,

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

1. 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 Inspector.
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 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
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; and
4. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Insko _____, Mr. Rajagopal _____, Mr. Unger _____

ADOPTED this 13th day of August, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

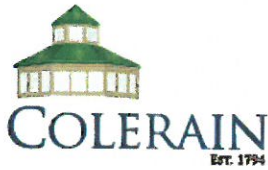
Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer

this 13th day of August, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: **Zoning Map Amendment**
Case ZA2019-04
3067 Harry Lee Lane
August 13, 2019

PREPARED BY: Marty Kohler
Senior Planner

Request:

Applicant Ron Chada representing property owner Ganapathi LLC has submitted an application for a Zoning Map Amendment for the re-zoning of the property at 3067 Harry Lee Lane from “R-7” Multi-Family Residential to “B-2” General Business.

Purpose:

To rezone and develop the property for commercial use.

Location:

3067 Harry Lee Lane; 80 feet west of the southwestern corner of Colerain Avenue and Harry Lee Lane intersection (Book 510, Page 71, Parcels 299 & 531)

Site Description:

Tract Size:	Approximately 0.42 (gross)
Frontage: Approximately	107 feet on Harry Lee Lane
Topography:	Flat
Existing Development:	Single-family home and commercial parking lot

Surrounding Conditions:

	<u>ZONE</u>	<u>LAND USE</u>
North:	“R-7” Multi-Family Residential	4 Family Dwelling
South:	“B-2” General Business	Cell Tower
East:	“R-7” Multi-Family Residential	Single Family Dwelling
West:	“B-2” General Business	Retail and Tire Store

Case History:

The applicant owns four adjacent parcels on Colerain Avenue and Harry Lee Lane described as follows:

- 3067 Harry Lee Lane (subject property) contains a single family house constructed in 1955 on a 0.365 acre lot. The property is zoned “R-7” multifamily which only allows two, three and four family structures, therefore the house is a legal non-conforming use. The side of the property adjacent to the Colerain Avenue properties contains an access drive to the rear of the businesses and a commercial parking area. The lot size allows for the construction of a Two-family building. The commercial parking is non-conforming.
- 7549 Colerain Avenue is zoned B-2 General Commercial and contains the Airy Pony Keg, a small convenience retail store. The building is about 2,524 square

feet and was constructed in 1956 (prior to zoning). The lot is 0.293 acres in size whereas the minimum lot size in the B-2 zone is one acre. The site is significantly non-conforming with regards to lot size, parking size and layout, traffic circulation, signs, setbacks, impervious lot coverage and landscaping.

- 7539 Colerain Avenue is zoned B-2 General Commercial and contains a boot repair business, an electronics repair business and a vacant space that formerly contained an auto service business. The building contains what appears to be a residential structure constructed in 1916 that was surrounded with a 1954 commercial addition. The building is about 2,560 square feet in size. The 0.935 acre lot also contains a large cell tower to the rear with a ground equipment building. The site is significantly non-conforming with regards to lot size, parking size and layout, traffic circulation, signs, setbacks, impervious lot coverage and landscaping. The site has very poor traffic circulation with the building being only a few feet from the Colerain Right-of-way and continuous curb access for the entire width of the property.
- Parcel number 510-0071-0531 (subject property) is a small strip of land to the rear of 3067 Harry Lee Lane and also adjoins the rear of 7549 and 7539 Colerain Avenue. The strip is 0.035 acres in size, has no road frontage and is zoned "R-7" multi-family residential.

Proposed Use:

The applicant approached the Township zoning staff for information regarding a proposed addition to the Airy Pony Keg at 7549 Colerain Avenue. The existing building is non-conforming with respect to the rear yard setback requirement to a residential zoning district. The minimum rear yard setback is 40 feet where the existing building is only about 17 feet at the closest point and 32 feet at the furthest point (allowing no option for a rear addition).

The owner also asked about the possibility of demolition of the existing building and redevelopment of the site. The demolition of the Airy Pony Keg would end the non-conforming status of the site and all redevelopment would need to comply with existing codes. Since the lot is less than one acre in size, a variance would be required to construct on a small lot. The requirement for a 15 foot wide landscape buffer along Colerain Avenue and a requirement for a maximum of 75% impervious surface would leave very little lot area available for development.

Conformance with Comprehensive Plan:

The subject property is located in Area 11: White Oak of the Colerain Township Comprehensive Plan. A challenge for redevelopment of the Colerain Avenue corridor is insufficient lot depth. The excessive number of curb cuts on Colerain Avenue is identified as a problem. Encouraged land uses for this area are neighborhood commercial uses and light industrial with ample landscaping and buffering to residential areas.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

On July 1, 2019 the Hamilton County Regional Planning Commission voted by unanimous decision to recommend DENIAL of the Zoning Map Amendment. Concerns were that the proposal was not subject to a development plan, that the existing house could be converted to a commercial business and that the property does not comply with the minimum lot size for a B-2 zone.

Hamilton County Storm Water & Infrastructure

- No Response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- No Response

ODOT

- No response

Hamilton County Engineer

- Letter from Jeff Newby attached

Metropolitan Sewer District

- Letter from Steven Parker attached

Staff Review Comments:

- The applicant's key need for the rezoning is to add land to the buffer requirement for an addition to the rear of the Airy Pony Keg building. Since the rear of the Harry Lee property is about 85 feet wide, the new setback line from the next adjacent residential property will give the opportunity for a 65 foot +/- addition if the lots are consolidated and provisions can be made for additional parking.
- Staff concurs with the Hamilton County Regional Planning Commission's concerns regarding the lack of an overall development plan for all adjacent properties owned by the applicant. Staff also sympathizes with the applicant's concern that a Planned District will result in requirements that may reduce the viability of a comprehensive redevelopment of the property. The applicant wishes to keep the multi-tenant building at 7539 Colerain intact as a separate parcel.
- Staff concurs with the Hamilton County Regional Planning Commission's concerns that the existing single family house could be converted to a commercial use with little improvements since the house would become a legal non-conforming structure and site.
- The greatest design impediment for the redevelopment of sites in the Groesbeck/White Oak section of Colerain Avenue is the lack of lot depth and size. The re-zoning of the 3067 Harry Lee property gives greater depth to the commercial zoning but the benefits of this depth are not realized unless the surrounding properties are under common ownership and consolidated into a single lot. An ideal scenario would be for a single

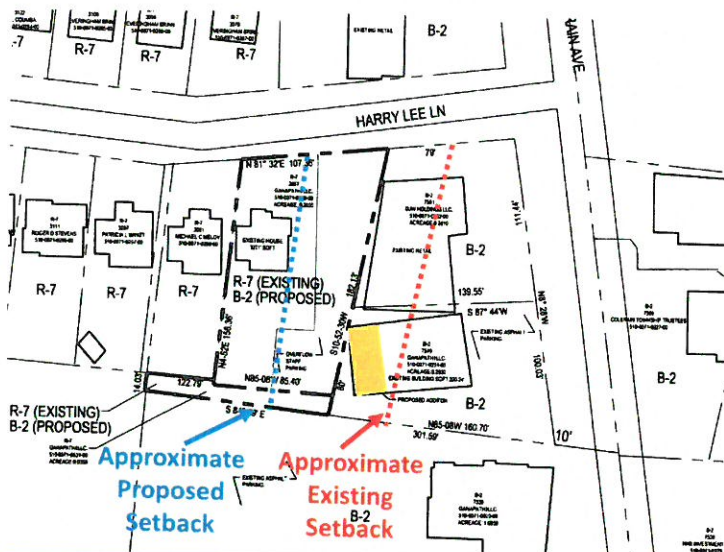
investor to acquire all surrounding properties including the tire store at Harry Lee Lane and Colerain Avenue and redevelop the property in a coordinated fashion.

- This property is almost across the street from the Duke Energy facility that is currently under construction. It is anticipated that this major redevelopment project along with other redevelopment projects like the West Union Square senior housing on Banning Road will serve as a catalyst for additional redevelopment investment in this neighborhood.

RECOMMENDATION:

The Colerain Township Zoning Commission reviewed the proposed Zoning Map Amendment at their July 17, 2019 Public Hearing and voted unanimously to deny the request.

Staff recommends for DENIAL of the request for the Zoning Map Amendment.



APPLICATION FOR ZONE MAP AMENDMENT (SINGLE LETTER)
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

Case No.: ZA _____

Date Filed: 5-21-19

Date of Preliminary Hearing (if applicable): _____

Request Change from: R-7 to: B-2

Township: Colerain Book: 510 Page: _____ Parcels: 510.0071.0299 / 510.0071.0531

Physical location of property (address or brief description if no address assigned):

3067 Harry Lee Lane including small, separate parcel to the south of main parcel

Name of Applicant: Ron Chada

Telephone No.: 513.260.6109

Email Address: rchada@gmail.com

Address: 7549 Colerain Ave

City: Cincinnati

State: OH

Zip: 45239

*Name of Owner(s): same

Telephone No.: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip: _____

Name, address and parcel number of each property owner of record within the proposed amendment area:

1. See Attached

2. _____

3. _____

(attach separate sheet if necessary for additional parcels)

Signatures:

Applicant: Ron Chada

Date: 5/21/19

*Owner: Ron Chada

Date: 5/21/19

*Owner: _____

Date: _____

Filing fees shall accompany the application. Make check payable to: *Colerain Township Board of Trustees.*

Filing fee: _____ Legal notices: _____ Cert. Mail: _____ TOTAL: _____

THERE SHALL BE NO REFUND OR PART THEREOF ONCE PUBLIC NOTICE HAS BEEN GIVEN.

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign for an amendment.

RECEIVED

MAY 21 2019

COLERAIN ZONING



Submission Requirements
Amendment to the Colerain Township Zone Map
(Single Letter)

For office use only:

Case #:

See Zoning Resolution Section 4.3 for full description of the Amendment process. For questions, clarification, and confirmation of meeting times, please call the Colerain Township Planning & Zoning Department at (513) 385-7505.

All required items must be submitted by the published deadline for the desired Zoning Commission meeting.

- ☒ Application letter signed by the property owner, describing the proposed zone change and project. (15 copies)
- ☒ Completed application form.
- ☒ Application fee.
- ☒ Legal description of the property.
- ☒ Names and addresses of property owners adjacent to the subject property.

Site Drawings:

Ten (10) full size copies of the drawings, signed and stamped by registered professional preparer. These should be folded to 8.5" x 11", with title block visible.

Ten (10) 11" x 17" copies of the drawings.

Digital version **REQUIRED** for each of the drawings listed below, in JPEG or PDF format (use colors readable on white background), on CD. To email, contact the Planning & Zoning Dept. for contact: 513-385-7505.

Drawings shall include:

- ☒ Vicinity map.
- ☒ Existing property lines, dimensions, and orientations.
- ☒ Parcel IDs and names of property owners adjacent to the subject property.
- ☒ Adjacent streets and rights-of-way.
- ☐ Existing and proposed zoning district boundaries.
- ☒ Existing buildings and structures on property and on adjacent property within 50 feet of property line.
- ☒ Total gross and net acreage of the site and square footage of existing buildings.
- ☐ Dimensions for setbacks, rights-of-way, easements, and other site restrictions.

Checklist completed by: Bob BARTOLT
(print or type name)

Signature: Bb Bartolt

Phone/email: 513.721.0600 rbartolt@clear.com

RECEIVED

MAY 21 2019

COLERAIN ZONING

May 21, 2019

Colerain Township Zoning Commission
4200 Springdale Road
Cincinnati, Ohio 45251

RE: Proposed zone map amendment
3067 Harry Lee Lane

Dear Commission Member,

This letter is to inform you of my intent to ask for a zone change to the Colerain Township Zone Map. Two parcels are requested to be changed. One is 3067 Harry Lee Lane (510-0071-0299-03) and the other is a small parcel due south of that (510-0071-0531-00). It does not have an address.

Both parcels are presently zoned R-7 and the request is to change that to B-2. I currently own the Airy Pony Keg convenience store at 7549 Colerain Ave as well as the parcels mentioned above. The Pony Keg property abuts the R-7 property. My plan is to improve the existing building aesthetically and also expand the retail store to the west (rear of building) but setback requirements per the Zoning Resolution prohibit that. Since the B-2 parcel it sits on abuts the R-7 parcel, a 40ft rear yard setback would be required and this would make the rear addition impossible.

By changing the R-7 parcels to B-2, the rear yard setback would be 0 ft. The parcel at 3067 Harry Lee Ln is currently occupied by a renter of the house and there are no plans to demolish the house. Its rear yard, however, may be used for staff parking for those who work at the retail store. There is also presently an asphalt drive running north-south on the R-7 parcel and that would remain. Any required buffering/landscaping would be provided.

Please consider this request as the zone change of the two parcels will help facilitate improvements to the Airy Pony Keg property.

Thank you,

Ron Chada

Ron Chada
Ganapathi, LLC

RECEIVED

MAY 21 2019

COLERAIN ZONING

EXHIBIT "A" LEGAL DESCRIPTION

Parcel Number 510-0071-0020, 510-0071-0238, 510-0071-0526, 510-0071-0251,
510-0071-0531, and 510-0071-0299
Property Address: 7539 Colerain Avenue, Cincinnati, OH 45239
7485 Colerain Avenue, Cincinnati, OH 45239
7549 Colerain Avenue, Cincinnati, OH 45239
3067 Harry Lee Lane, Cincinnati, OH 45239

7539 Colerain Avenue
Parcel: 510-0071-0020

Situate in Section 1, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being part of Catherina M. Cook's Subdivision of Lot 3 of Plat D of Thomas Williams Estate as recorded in Book 107, Page 117 of the Hamilton County, Ohio Common Pleas Court Records and being more particularly described as follows:

Beginning in the West line of Colerain Avenue, along the South line of said Lot 1, North 85°, 08', 00", West, 332.41 feet to a point; thence leaving the South line of said Lot 1, North 05°, 00', 00", East, 128.49 feet to a point in the South line of Lot 15 of Harry Ledermeier's Eighth Subdivision, Block B as record in Plat Book 72, page 44 of the Hamilton County, Ohio Recorder's Office; thence South 84°, 59', 00", East, 301.59 feet, passing the Southeast corner of said Lot 15 at 121.31 feet, to a point in the West line of said Colerain Avenue; thence along the West line of said Colerain Avenue, South 08°, 28', 00", East, 132.00 feet to the place of beginning. Thus, containing 0.962 acres of land and being subject to all easements and restrictions of record. This is a residue description prepared by R. Thomas Abercrombie, Abercrombie and Associates, Inc. It is based on deeds and record plats of record and is not a result of an actual field survey. December 3, 1996.

3067 Harry Lee Lane
Parcel: 510-0071-0299

Situate in Section 1, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being all of Lots 21 & 22 of Harry Ledermeier's Eighth Subdivision, Block B as record

follows:

Beginning at the Northwest corner of said Lot No. 2; thence South 85° East, as measured on the said North line of said Lot No. 2, 549.46 feet to the place of beginning for this conveyance; thence continuing with said North line, South 85°, East, 14.05 feet to the Northwest corner of Grantee's property; thence South 5°, West with Grantee's West line 80.00 feet; thence North 35°, 30', West, 20.50 feet; thence North 3°, 30', East 28.43 feet; thence North 3°, 30', East 28.43 feet; thence North 5°, East, 36.00 feet to the place of beginning. The above tract contains 0.02283 acre of land.

7549 Colerain Avenue
Parcel 510-0071-0251

Situate in Section 1, Town 2, Entire Range 1, of the Miami Purchase, Colerain Township, Hamilton County, Ohio.

Being all of Lot 1 of Block A, Harry Ledermeier's 8th Subdivision as is record in Plat Book 66, page 63 of the County Recorder's Office.

Parcel 510-0071-0531

Situate in Section 1, Town 2, Entire Range 1, Colerain Township, County of Hamilton, State of Ohio and being part of Lot 15 of Harry Ledermeier's Eighth Subdivision, Block B as recorded in Plat Book 72, page 83, Recorder's Office, and being more particularly described as follows:

Beginning at the Southwest corner of Lot 1, of Harry Ledermeier's Eighth Subdivision, Block A as recorded in Plat Book 66, page 63, Recorder's Office; thence North 84°, 59', West along the South line of Lot 15 of Harry Ledermeier's Eighth Subdivision, Block B, a distance of 121.31 feet to a point; thence North 5°, 00', East a distance of 14.03 feet to a point in the North line of said Lot 15; thence South 85°, 08', East along the North line of said Lot 15 a distance of 122.79 feet to a point at the Northeast corner of said Lot 15; thence South 10°, 52', 30", West along the East line of said Lot 15 a distance of 14.43 feet to the place of beginning.

This conveyance was a transfer between adjoining lot owners made in compliance with Section 711.001 Subsection (B)(1) of the Ohio Revised Code and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor hereof. No structure may be erected on the parcel herein described without the prior approval of the authority having approving jurisdiction of plats. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel

in Plat Book 72, page 44 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at a set spike in the Southerly right of way of Harry Lee Lane at the Northeast corner of said Lot 22; thence leaving the Southerly right of way of Harry Lee Lane, along the East line of said Lot 22, South 10°, 52', 30", West, 182.13 feet to a set mag nail at the Southeast corner of said Lot 22; thence along the South line of said Lots 21 & 22, North 85°, 08', 00", West, 85.40 feet (86.02 feet record plat) to a set 5/8" iron pine and cap at the Southwest corner of said Lot 21; thence along the West line of said Lot 21, North 04°, 52', 00", East, 156.37 feet (153.59 feet record plat) to a set 5/8" iron pin and cap in the Southerly right of way of Harry Lee Land at the Northwest corner of said Lot 21; thence along the Southerly right of way of Harry Lee Lane, North 81°, 32', 00", East, 107.36 feet to the place of beginning.

Thus containing 0.3650 acres of land and being subject to all easements and restrictions of record.

Bearings used in the legal description are based on a random bearing system relative to an existing record plat of Harry Lee Ledermeier's Eighth Subdivision, Block "B", as recorded in Plat Book 72, page 44 of the Hamilton County, Ohio Records.

The above described real estate is all the same premises described in Deed Book 3815, page 45 and 3769 of the Hamilton County, Ohio Records. Being the result of a survey and plat dated 11/2/98 made by Stephen L. Cahill, P.L.A. of Abercrombie & Associates, Inc. Ohio Registered Surveyor Number 7862.

7485 Colerain Avenue
Parcel 510-0071-0238

Situate in Section 1, Town 2, Entire Range 1, of the Miami Purchase, Colerain Township, Hamilton County, Ohio, and being part of Lot No. 2 of C.M. Cook Estate and being more particularly described as follows:

Commencing at the Northeast corner of Lot No. 2 of said C.M. Cook's Estate, said point being the center of Colerain Pike; thence Westwardly with the North line of said Lot No. 2 a distance of 200 feet; thence Southwardly at right angles 80 feet; thence Eastwardly parallel to the North line of said Lot No. 2 a distance of 217.96 feet to a point in the center line of Colerain Pike; thence Northwesterly with the center line of Colerain Pike 82.33 feet to the place of beginning.

Parcel 510-0071-0526

Situated in Section 1, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being party of Lot 2 of the Subdivision of Lot No. 3, Plat D, as laid out in partition of the Estate of Thomas Williams, deceased and being more particularly described as

County of Hamilton

THEODORE B. HUBBARD P.E. - P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

June 20, 2019

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Attn: Jesse Urbancsik

RE: Case #2019-04 Zone Map Amendment, 3067 Harry Lee Lane

Dear Mr. Urbancsik:

This office has reviewed the proposed Zone Map Amendment for the above referenced case. The following comments are submitted as a result of this review:

- 1) Harry Lee Lane is a Colerain Township street, the County has no comment on the proposed zone change request.

Any questions on this matter may be addressed to the undersigned at 946-8421.

Respectfully,

THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER



Jeffery T. Newby, P.E.
Traffic Engineer

TBH/jm
C: TBH, EJB, Case File

June 13, 2019

Mr. Jesse Urbancsik
Colerain Township Planning and Zoning Department
4200 Springdale Road
Cincinnati, Ohio 45251

Subject: ZA2019-04
 3067 Harry Lee Lane

Dear Mr. Urbancsik:

We are in receipt of the application for a Zone Map Amendment to change from R-7 to B-2 for the above mentioned property.

While we have no objection to the change, we would like you to be aware that the property is served by a sanitary sewer tributary to SSO #640, for which limited connection credits are available; consequently, it will be necessary to submit a Request for Availability of Sewer Service (RASS) for the building addition. This document can be downloaded from the MSD website at

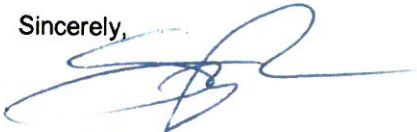
http://www.msdbg.org/downloads/customer_care/permits_and_records/availability_form.pdf

Instructions to the form can be found on the MSD website at

http://www.msdbg.org/downloads/customer_care/permits_and_records/Guide_Request_Availability_Sewer_Service_Form_11-2-18.pdf

Should you have any questions, please do not hesitate to contact Penny Schmidt at 557-7112.

Sincerely,



Steven Parker, P.E.
MSDGC Development Services

Cc: Project File
Applicant – Mr. Ron Chada
7549 Colerain Avenue
Cincinnati, OH 45239

RECEIVED

JUN 19 2019

COLERAIN ZONING

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Authorize Township Administrator to Sign Agreement with T. Northgate LLC for Police Services

Recommend adoption of a motion to sign a one-year agreement with T. Northgate Mall, LLC for police services.

Rationale:

Prior to 2018, the Colerain Police Department provided police protection to Northgate Mall. The Trustees saw fit to subsidize the rate paid by Northgate to foster a working relationship and provide high-visibility an important part of the Township. In addition, the Police Department was receiving numerous calls for service and had to pay for each call. The subsidization costs were minimized by the offset costs saved for communications expenses.

In 2018, the current Board expressed a desire to change this arrangement. This cost the Township nearly \$135,000 in revenue. However, the Police Department, in need of officers, developed a plan to return nearly 10,000 hours of patrol time back to the streets. This required a cancellation of the existing contract and the creation of a new model. That model, while still providing a small subsidy also provided most of the benefits of the former contract while allowing the return of 10,000 patrol hours.

Currently, officers who are off-duty are scheduled to work overtime shifts at the Mall. The benefit to the officers is tremendous and we have been very successful to date. All shifts have been covered and the Township has seen a revenue stream of nearly \$10,000 in administrative fees. No duty officers are used.

Cancelling this contract would be exceptionally harmful on many fronts:

- The relationship we have established over 8 years with Northgate Mall would be damaged.
- Future work with the Mall ownership would be jeopardized.
- We would take over \$200,000 from our police officers who rely on this money for their families.
- This would impact officer retention and attraction of quality candidates.
- Cancellation removes a stream of income from the Police Department and require more reliance on tax money.
- We would likely be replaced by security guards who would call us, at a cost to the Township, to respond to any issue occurring at the Mall.
- Officers would seek a larger raise in the 2020 collective bargaining process

Absolutely nothing is gained by cancelling this contract. We suffer no negative effects as the contract is currently exercised. We use strictly off-duty officers to man this assignment, no duty officers are ever needed. Calls for service are handled by this officer at the Mall, not the beat officer off of the street.

Benefits of renewing include:

- Immediate police presence at an important part of our Township (this saved lives in Dayton recently).
- Helps supplement our officers' income.
- Reduces communications expenses borne by the Township.
- Provides a revenue stream for the Police Department that does not come from our residents
- Puts more Colerain Police Officers on-duty in the Township should the need arise.
- Increases retention and recruitment
- May help control cost of living raise requests in the future

Township Revenue from Northgate Mall: \$2,260,854

2012	2013	2014	2015	2016	2017	2018	2019*
\$285,000	\$285,000	\$285,000	\$309,000	\$317,000	\$359,000	\$223,716	\$197,138

**CONTRACT FOR POLICE SERVICES
BETWEEN THE COLERAIN POLICE DEPARTMENT AND T NORTHGATE
MALL, LLC**

THIS CONTRACT FOR POLICE SERVICES ("**Contract**") is made as of this 7th day, of August, 2019, by and between Colerain Township ("**Township**") and T Northgate Mall, LLC, a Texas limited liability company ("**Landlord**"), collectively referred to herein as the " Parties" and, each, a " Party".

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, Township and Landlord do hereby agree to the terms regarding Northgate Mall (the "**Shopping Center** "), located in Cincinnati OH as follows:

1. Township shall provide and assign all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police & security services described herein including but not limited to monitoring the Shopping Center security cameras from off-site Police headquarters on a periodic basis.
2. The Township shall schedule one (1) police officer to patrol the Shopping Center pursuant to Attachment " A". The start time "Officer" for the schedule will be determined by the Chief of Police for Colerain Police Department and the onsite management ("**Management**") at the Shopping Center. The Officer shall also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Shopping Center and its tenants with Management and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues ("**Police Duties**").
3. The Cost and Expenses, as herein after defined, of the Police Duties shall be borne by Landlord as follows:
 - a. "Attachment A" sets forth the Cost and Expenses for the provision of the Police Duties. The Township will invoice the Landlord on a monthly basis to reflect the actual hours worked.
 - b. Both Parties have reviewed the Cost and Expenses of this Police Duties attached to and made a part of this Contract. The Parties agree that the Landlord is responsible only for the costs provided in "Attachment A."
6. The Officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department (to

perform those tasks and duties set out in the Police Officer Job Description) and of the Chief of Police of Colerain Township, and subject to the rules, regulations and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. The Parties agree that the Officers shall be assigned to Police Duties at the Shopping Center that benefit the mission of the Police Department and Shopping Center while not being contradictory to police procedure or policies of the Colerain Police Department.

7. All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of Officers assigned to provide Police Duties to Shopping Center and its properties. Colerain Police supervisors will seek input from Shopping Center personnel while preparing these reviews.
8. The term of this Contract shall be for one (1) year (the "**Term**"), commencing on August 14, 2019 (the "**Commencement Date**"), through August 13, 2020 (the "**Expiration Date**").
9. Either Party may request a meeting to review or revise this Contract if needed. All portions of this Contract shall be reviewed by both Parties on a yearly basis. Either Party may request a revision of the Contract, or terminate this Contract, by service of written notice upon the other Party, at least thirty (30) days prior to cancellation of the Contract.
10. Colerain Township reserves the right to assign the Officers who patrol the Shopping Center, in accordance with the contract; provided, however, nothing herein prevents Shopping Center from requesting any replacement of who it believes is not adequately performing his/her duties and same will be replaced. All Officers patrolling the Shopping Center, in accordance with this Contract will remain, at all times, employees of Colerain Township.
11. All notices and demands required or permitted to be given pursuant to this Contract shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when (i) actually received by the designated addressee or, if earlier and regardless of whether actually received or not, (ii) three (3) days after having been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (iii) one (1) business day after being sent by overnight delivery or personal delivery to Landlord or Township, addressed to the Parties hereto at the respective addresses set out below, or at such other addresses as they have theretofore specified by written notice. Township agrees that notices to Township may be given by Landlord's attorney, property manager or other agent.

LANDLORD: T Northgate Mall, LLC, a Texas limited liability company
Attn: Zeshan Tabani
16600 Dallas Parkway, Suite
300
Dallas, TX 75248

with a copy to: T Northgate Mall, LLC
Attn: Mall Manager
9501 Colerain Ave
Cincinnati, OH 45251

Township: Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

11. Each Party shall be liable for its own acts to the extent provided by law.

12. The Township agrees that all insurance required to adequately cover vehicles, personnel, and equipment used by the Township in the provision of the selected services will be provided by the Township. Township shall procure and maintain from the Commencement Date throughout the Term, a policy or policies of insurance, at its sole cost and expense, the following insurance coverages with respect to the operation of its business:

(i) Workers' Compensation Insurance covering all Officers employed, directly or indirectly, by Township and all employees and agents of Township with respect to whom death or bodily injury claims could be asserted against Landlord or Township, as required by the laws of the State in which the Premises are located; and

(ii) Commercial automobile liability insurance for hired, owned/registered under Township's name and non-owned vehicles, including contractual liability with a single limit of liability not less than \$1,000,000 per accident for bodily injury and property damage combined.

(iii) Liability insurance on amount of \$5,000,000 naming Landlord as additional insured.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date.

Mr. Zeshan Tabani, Vice President

Mr. Geoff Milz, Colerain Township Administrator

Attachment "A"

COLERAIN POLICE DEPARTMENT CONTRACT SERVICE COSTS

Costs and Expenses as defined in Colerain Police Department proposal:

The Cost and Expense for Police Duties provided to **Landlord** in the Contract is as follows (per hour):

Police Officer: \$64.47

Sergeant: \$74.07

The Township will invoice Landlord monthly and will keep a record of hours worked by each officer.

The Township shall be responsible for paying the officers and shall be responsible for all deductions as required.

The Township shall assign (1) police officer to cover the following

hours Monday- Saturday: 11:00am through 10:00pm

Sunday: 12:00pm-7:00pm

The only exception to these hours are hours that the Mall is closed for holiday(s), no officers shall be assigned at those times.

PUBLIC SAFETY

Department: Administration

Department Head: Mark Denney, Police Chief

Resolution To Approve And Enter Into An Agreement With Huntington Bank And/Or Huntington Capital Corporation To Finance The Lease-Purchase Of Five 2020 Ford Explorer And Police Interceptors And Various Police Equipment

Recommend adoption of a resolution to approve and enter into an agreement with Huntington Bank and/or Huntington Capital Corporation to Finance the Lease-Purchase of Five 2020 Ford Explorer and Police Interceptors and Various Police Equipment

Rationale:

Colerain Township Police Department in coordination with Fleet Manager has established a replacement schedule for police vehicles. This resolution allows the police department to to execute the replacement schedule.

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 August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

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

RESOLUTION NO.: _____-19

**RESOLUTION TO APPROVE AND ENTER INTO AN AGREEMENT WITH
HUNTINGTON BANK AND/OR HUNTINGTON CAPITAL CORPORATION TO
FINANCE THE LEASE-PURCHASE OF FIVE 2020 FORD EXPLORER AWD POLICE
INTERCEPTORS AND VARIOUS POLICE EQUIPMENT**

WHEREAS, the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, (hereinafter referred to as “Board”) is a political subdivision duly organized and existing under the laws of State of Ohio; and

WHEREAS, pursuant to applicable law, the Board is authorized to purchase, lease, acquire, and to encumber, real and personal property including without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Township; and

WHEREAS, the Board finds and determines that the execution of one or more Lease-Purchase Agreements including any and all exhibits thereto (“Property Leases”) in the principle amount not exceeding \$214,410 for the purpose of acquiring the property set forth above and to be described further and more specifically in the property leases; and

WHEREAS, Huntington Public Capital Corporation or an affiliate or related entity (“Lessor”) is expected to act as the Lessor under the Property Leases; and

WHEREAS, the Township may pay certain capital expenditures in connection with the property prior to its receipt of proceeds of the property leases (“Lease Purchase Proceeds”) for such expenditures and such expenditures are not expected to exceed the principle amount; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax exempt borrowing to be spent on working capital and the Township shall hereby declare its official intent to be reimbursed for any capital expenditures for property from the lease proceeds.

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 hereby authorizes and designates the following persons as Authorized Signatories on any Colerain Township property leases as the Authorized Representative deems necessary and appropriate as follows:

Names or Titles of Authorized Signatories:

- a. Heather Harlow, Colerain Township Fiscal Officer
 - b. Greg Insco, Colerain Township Trustee
 - c. Raj Rajagopal, Colerain Township Trustee
 - d. Dan Unger, Colerain Township Trustee
2. By a written instrument signed by any authorized representative said authorized representative may designate specifically identified officers or employees of the Township to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.
3. The aggregate original principle amount of the Property Leases shall not exceed the principle amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Township as set forth therein.
4. The Township's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Board as set forth in each Property Lease and the Township's obligations under the Property Leases shall not constitute general obligations of the Township or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.
5. The Board anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Board hereby declares the Township's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Board for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Township to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.
6. As to each Property Lease, the Board reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.
7. The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

8. This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.
9. 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.
10. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Mr. Insko _____, Mr. Rajagopal _____, Mr. Unger _____.

ADOPTED this ____ day of August, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 August, 2019.

Heather E. Harlow,
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation

Recommend acceptance of a \$50.00 donation.

Rationale:

Request authorization to accept a monetary donation (cash) from Ms. Sandra Franxman, 4130 Ascot Ct., Cincinnati, OH 45251 in appreciation for department's emergency medical services.

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Accept a Donation

Recommend adoption of a motion to accept a donation of \$300 from Patricia Woods in Memory of Officer Dale J. Woods to be used for the Megaland Playground Project.

Rationale:

The donation will support the Megaland Playground Replacement Project.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Geoff Milz, Administrator

Resolution Approving Application for Sidewalk Waiver - 3330 Compton Road

Recommend **disapproval** of a Resolution Approving Application for Sidewalk Waiver - 3330 Compton Road.

Rationale:

Staff recommends that the Board of Trustees vote down the aforementioned motion for several reasons:

- Compton Road from Colerain to Pippin has been identified by the Planning Department as a critical roadway that lacks a safe pedestrian alternative, such as sidewalks.
- The property in question is located in the vicinity of Houston Early Learning Center.
- A sidewalk does currently exist on the western portion of the property that can be connected to by the property owner.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 13th day of August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

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

RESOLUTION NO. _____-19

RESOLUTION APPROVING APPLICATION FOR SIDEWALK WAIVER

WHEREAS, on May 11, 1993, the Board of Trustees, by unanimous vote, approved a motion to require sidewalks in all new subdivisions; and

WHEREAS, on September 14, 1993, the Board of Trustees adopted, by Resolution, a “Plan for Sidewalks in Colerain Township” (the “Original 1993 Sidewalk Plan”) which stated the specific Township policy that “Sidewalks should be installed on both sides of all public streets in Colerain Township prior to approval of any subdivision Record Plat. This requirement should be on all township, county, and state roads”; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan on March 14, 2006, via Resolution 13-06 in a number of ways including, and not limited to, allowing a developer to make a request to the Board of Trustees with respect to a waiver or relief from the requirements of the Township’s Sidewalk Plan that would be determined on a case by case basis; and

WHEREAS, SVT Commercial Properties, LLC, is an owner of a property located at 3330 Compton Road in Colerain Township has submitted an application for sidewalk waiver and is requesting that 253 feet of sidewalk be waived;

WHEREAS, SVT Commercial Properties, LLC requests the aforementioned waiver as the 253 feet portion of sidewalk at issue would not directly connect to existing sidewalks.

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

That the Board of Trustees has reviewed owner, SVT Commercial Properties, LLC’s, request for sidewalk waiver and considered the following issues as they relate to this specific case:

- a. Whether the proposed sidewalk would be unreasonably difficult or expensive to install because of the topography or other physical conditions at the site of the proposed installation.
- b. The degree to which safety and public convenience would be improved if the required sidewalk was installed at the then current time, regardless of the difficulty or expense of the installation.

- c. The availability of other sidewalks across the roadway from the development for which the waiver, variance, or other relief is sought.
- d. Whether there are other sidewalks or other pedestrian walkways in the vicinity of the proposed development to which the required sidewalk would likely connect in the foreseeable future by extension of sidewalks through the area(s) between the project site and the end of the existing sidewalk.
- e. Any other reason which the Board may consider consistent with the goals and objectives set out in this resolution.

2. The Board finds that in considering the aforementioned issues and evidence in this case, that factors including, but not limited to, a lack of other connecting sidewalk in the surrounding area, that the Board approves owner, SVT Commercial Properties LLC, request for sidewalk waiver consisting of the aforementioned 253 feet portion of sidewalk as detailed above and delineated in Exhibit "A" attached hereto.

3. The Board orders that pursuant to Township's current Sidewalk Plan the developer, SVT Commercial Properties LLC, shall deposit with the Township Fiscal Officer an amount of seven thousand five hundred ninety dollars (\$7,590.00) as calculated according to the following formula: Deposit = total lineal feet of sidewalk waived x \$30.00/ft and that such monies shall be deposited by the Fiscal Officer into the Township's "Sidewalk Fund" to be reserved and utilized by the Township according to the Sidewalk Plan for future maintenance of township sidewalks.

4. The Board orders the staff to notify the Hamilton County Regional Planning Commission of this particular waiver granted under the Township's Sidewalk Plan.

5. 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

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

7. This Resolution shall take effect on the earliest date permitted by law.

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

Vote Record: Mr. Insko_____, Mr. Rajagopal_____, Mr. Unger_____

ADOPTED this 13th day of August, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of August, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer



APPLICATION FOR SIDEWALK WAIVER
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

In accordance with Colerain Township Resolution 13-06, anyone required to construct sidewalks under the 1993 Sidewalk Plan may request a waiver to this requirement from the Board of Trustees. If the waiver is granted, the applicant shall then make a deposit in lieu of construction to the Colerain Township Sidewalk Fund.

Case/Permit No.: _____ Date: 7-29-19

Township: Colerain Book: 510 Page: 0104 Parcel(s): 0028-00

Physical location of property (address or brief description if no address assigned):
3330 Compton Road CINCINNATI OHIO 45251

Length of sidewalk to be waived: 253'

Five copies of a plot plan highlighting the area of the sidewalk waiver request must be attached to this application, and a jpeg or pdf version should be sent to jlecount@colerain.org.

Reason for waiver: NO SIDEWALK TO hook too

Amount of payment in lieu of sidewalk: 253'
(total lineal feet of sidewalk to be waived X \$30/ft)

Name of Applicant: TERRY KLOPFSTEIN

Telephone No.: (859) 743-0487 Email Address: TERRYKLOPFSTEIN@GMAIL.COM

Address: 3137 KLEEMAN Road

City: CINCINNATI State: OHIO Zip: 45211

*Name of Owner(s): SVT COMMERCIAL PROPERTIES, LLC

Telephone No.: (859) 743-0487 Email Address: TERRYKLOPFSTEIN@GMAIL.COM

Address: 1511 DISTRIBUTION DRIVE

City: Burlington State: KY Zip: 41005-7301

Signatures: _____
Applicant: Terry Klopstein Date: 7-29-19

*Owner: Terry Klopstein Date: 7-29-19

*Owner: _____ Date: _____

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign a waiver request.

Office use only	Date of Hearing:	Date of Deposit:
-----------------	------------------	------------------

8/31/2017

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Geoff Milz, Administrator

Resolution to Amend Sidewalk Plan

Recommend approval of a Resolution Amending Colerain Township Sidewalk Plan.

Rationale:

Colerain Township currently allows individuals and business to request that the Township Trustees waive the requirement to build a sidewalk. If approved, the individual or business would pay an amount into the Township Sidewalk Fund, based on the total size of lineal feet that would have been required. It was determined that the current rate per lineal foot is approximately \$75. This resolution updates the sidewalk waiver rate to reflect the current market rate per lineal square foot for sidewalk construction.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the 13th day of August, 2019, at the Colerain Township
Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following
members present:

Greg Insco, Raj Rajagopal, Dan Unger

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

RESOLUTION NO. _____-19

RESOLUTION AMENDING COLERAIN TOWNSHIP SIDEWALK PLAN

WHEREAS, on May 11, 1993, the Board of Trustees, by unanimous vote, approved a
motion to require sidewalks in all new subdivisions; and

WHEREAS, on September 14, 1993, the Board of Trustees adopted, by Resolution, a
“Plan for Sidewalks in Colerain Township” (the “Original 1993 Sidewalk Plan”) which stated the
specific Township policy that “Sidewalks should be installed on both sides of all public streets in
Colerain Township prior to approval of any subdivision Record Plat. This requirement should be
on all township, county, and state roads”; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993
Sidewalk Plan on March 14, 2006, via Resolution 13-06 in a number of ways including, and not
limited to, allowing a developer to make a request to the Board of Trustees with respect to a waiver
or relief from the requirements of the Township’s Sidewalk Plan that would be determined on a
case by case basis; and

WHEREAS, the Board of Trustees amended the Resolution 13-06 on August 9, 2016, via
Resolution 40-16 in order to change the 80% requirement, to change the requirement for sidewalk
block size, and to increase the overall fee;

WHEREAS, since adoption of the 2016 resolution, the total cost to construct and install
a sidewalk block has increased from \$30 per lineal foot to \$75 per lineal foot.

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

1. The Board of Trustees reaffirms the specific objectives and policy statements
contained in the Original 1993 Sidewalk Plan and subsequent resolutions including, and not
limited to, Resolution 13-06 and Resolution 40-16, and hereby supplements and amends the said
plan as set forth below.

2. If the Board approves the request for waiver, variance, or relief, for a Developer
based upon the criteria contained in the Original 1993 Sidewalk Plan and updated by subsequent
resolutions including, and not limited to, Resolution 13-06 and Resolution 40-16, the Developer
shall deposit with the Township Fiscal Officer an amount calculated according to this updated
formula:

Deposit = total lineal feet of sidewalk waived x \$75.00/ft

3. The money will continue to be deposited by the Fiscal Officer in an account (the "Sidewalk Fund") within the Township General Fund, for the purpose of future construction of sidewalk in offsite locations within Colerain Township. In addition, all other aspects of the Sidewalk Plan shall remain in effect.

4. 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

5. 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.

6. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Insko _____, Mr. Rajagopal _____, Mr. Unger _____

ADOPTED this 13th day of August, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of August, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer

APPLICATION FOR SIDEWALK WAIVER
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

In accordance with Colerain Township Resolution 13-06, anyone required to construct sidewalks under the 1993 Sidewalk Plan may request a waiver to this requirement from the Board of Trustees. If the waiver is granted, the applicant shall then make a deposit in lieu of construction to the Colerain Township Sidewalk Fund.

Case/Permit No.: _____ Date: _____

Township: Colerain Book: 510 Page: _____ Parcel(s): _____

Physical location of property (address or brief description if no address assigned):

Length of sidewalk to be waived: _____

Five copies of a plot plan highlighting the area of the sidewalk waiver request must be attached to this application, and a jpeg or pdf version should be sent to permits@colerain.org.

Reason for waiver: _____

Amount of payment in lieu of sidewalk: _____
(total lineal feet of sidewalk to be waived X \$75/ft)

Name of Applicant: _____

Telephone No.: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

*Name of Owner(s): _____

Telephone No.: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Signatures:

Applicant: _____ Date: _____

*Owner: _____ Date: _____

*Owner: _____ Date: _____

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign a waiver request.

Office use only	Date of Hearing:	Date of Deposit:
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The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 13th day of August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

Mr. _____ 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>
2547 ADAMS	510-0051-0412-00
3153 DESHLER	510-0052-0497-00
9685 DUNRAVEN	510-0041-0244-00
9705 DUNRAVEN	510-0041-0186-00
3145 ELKHORN	510-0052-0470-00.
2832 JONROSE	510-0071-0367-00
3082 LIBRA	510-0054-0236-00
10262 MENOMINEE	510-0042-0233-00
2794 PETOBEGO	510-0044-0178-00
3461 REDSKIN	510-0111-0138-00
10024 REGENCY	510-0111-0196-00
3030 SHELDON	510-0071-0067-00
2535 WASHINGTON	510-0031-0623-00
9661 WEIK	510-0330-0066-00
9780 YUBA	510-0051-0092-00

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; and
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; and
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; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Insco _____, Mr. Rajagopal _____, Mr. Unger _____

ADOPTED this 13th day of August, 2019.

BOARD OF TRUSTEES:

Greg Insco, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this 13th day of August, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head:

Motion to set Public Hearing on September 10, 2019 - Zone Change

Recommended adoption of a motion for a Public Hearing to be set for a Zone Map Change for Zoning Case ZA2019-05 for 2543 Compton Road on September 10, 2019 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Zone Change request for the rezoning of 2543 Compton Road at their August 20, 2019 Regular Meeting. This Zone Map Change would require a Public Hearing to be held in front of this Board of Trustees within 30 days of that recommendation.

PLANNING & ZONING

Department: Planning & Zoning

Department Head:

Motion to set Public Hearing on September 10, 2019 -Major Modification and Zone Map Amendment

Recommended adoption of a motion for a Public Hearing to be set for a Major Modification and Zone Map Amendment for Zoning Case ZA2019-02 for 8944 Colerain Ave. on September 10, 2019 at 7:00PM in the Colerain Township Trustee Chambers.

Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Major Modification and Zone Map Amendment request for the rezoning of 8944 Colerain Avenue at their August 20, 2019 Regular Meeting. This Major Modification and Zone Map Amendment Change would require a Public Hearing to be held in front of this Board of Trustees within 30 days of that recommendation.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Reaffirming Colerain Township's Partnership with Hamilton County Public Health's WeThrive!
Recommend approval of the Resolution reaffirming Colerain Township's Partnership with Hamilton County Public Health's WeTHRIVE! program.

Rationale:

Colerain Township has been involved in WeTHRIVE! since 2015. During that time we have developed and implemented an action plan that focused on two pathways: Injury Prevention and Substance Use/Abuse. Having reviewed the successes of our past actions with WeTHRIVE!, the Steering Committee sought to build on those successes and to align our WeTHRIVE! action plan with our Township's Strategic Plan.

The resolution for consideration in this agenda item reaffirms our commitment to partnership with the WeTHRIVE! program and establishes two new pathways: Emergency Preparedness and Social Health. It also establishes new Goals in our Action Plan such as develop a public health plan and bring online a local Emergency Operations Center.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at ____ p.m., on the _____ day of August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insko, Raj Rajagopal, Dan Unger

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

RESOLUTION NO.: _____-19

**RESOLUTION REAFFIRMING COLERAIN TOWNSHIP'S PARTNERSHIP WITH
HAMILTON COUNTY PUBLIC HEALTH'S WETHRIVE! PROGRAM**

WHEREAS, one of the fundamental principles of public health is that all people have the right to achieve optimal health; and

WHEREAS, individuals interact with the environment constantly and these interactions affect quality of life; and

WHEREAS, features of the environment impact health-influencing behaviors, physical activity patterns, social networks and access to resources; and

WHEREAS certain events resulting in injury, disability, or death are predictable and preventable; and

WHEREAS, Colerain Township recognizes that enhancing the community's ability to respond to a public health emergency can also improve emergency response for events, such as naturally occurring or man-made disasters; and

WHEREAS, preventing substance use and abuse and promoting responsible alcohol use can improve the overall health and quality of life of a community; and

WHEREAS, zip codes can be a predictor of health outcomes. The average life expectancy for residents in Hamilton County is just over 77 years, with a range as low as 69 and as high as 85; the average life expectancy of Colerain Township is 80.3 years.

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

1. That Colerain Township hereby reaffirms the importance of partnering with public health to examine strategies aimed at reducing chronic disease; preventing intentional and unintentional injuries; improving our community's ability to respond to a public health emergency; protecting the natural environment from environmental hazards; preventing substance use and abuse; creating social and physical environments that promotes healthy living and equal opportunity for all.

2. That Colerain Township will continue its WeTHRIVE! Program and establish a team consisting of, at a minimum, two representatives of township administration and two members of the community. The Community Members are to be selected by the Board of Trustees through the township's volunteer boards and commissions application process. The WeTHRIVE! Team will be responsible for leading community health and wellness efforts and serving as a liaison between Colerain Township and Hamilton County Public Health.
3. That Colerain Township has selected the Social Health and Emergency Preparedness WeTHRIVE! pathways, conducted an assessment, developed an action plan, and prioritized strategies aimed at improving the health, safety, and vitality for all community members.
4. That the Colerain Township WeTHRIVE! Team hereby designates Assistant Fire Chief Will Mueller as its representative to participate in the WeTHRIVE! Community Learning Collaborative facilitated by Hamilton County Public Health.
5. That Colerain Township will implement community programs, conduct education or awareness campaigns, and/or adopt policies when appropriate to address health and safety issues identified through the assessment, data review, and prioritization process.
6. That the Colerain Township WeTHRIVE! Team shall report back to the Trustees annually regarding steps taken to implement this Resolution, additional steps planned, and any desired actions that would need to be taken by the Trustees or other agencies or departments to implement the steps taken or planned.
7. 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.
8. 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.
9. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Greg Insco _____, Raj Rajagopal _____, Dan Unger _____

ADOPTED this ____ day of August, 2019.

BOARD OF TRUSTEES:

Greg Insco, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 August, 2019.

Heather E. Harlow,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion Authorizing Township Administrator to Execute Contract with Abercrombie & Associates for the Design of the Loralinda Chicane

Recommend Approval of a Motion Authorizing Township Administrator to Execute Contract with Abercrombie and Associates for the Design of the Loralinda Chicane

Rationale:

At the April 23rd meeting of the Board of Trustees, the Board directed staff to solicit quotes for the design of a Chicane on Loralinda Drive. We posted the request for quotes and received two submissions. One submission was not responsive to our requested scope. Abercrombie and Associates provided the only quote responsive to our scope of work with a price of \$9,300.00 to design the chicane.

May 24, 2019

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

Attn: Geoff Milz

Ref: Loralinda Drive Chicane Project
9913 thru 9897 Loralinda Drive, Colerain Township, Hamilton County, Ohio

Dear Geoff:

We propose to provide engineering and surveying services for the referenced project as listed below.

1. Partial Location, Topographic and Utility Survey: The location survey will include the location of all man-made features such as pavement, curbs, and sidewalks, as well as all individual trees 8" or larger caliper within the work limits. All locations will be relative to the deeded property lines. Although an actual boundary survey will not be performed, under this item the current property deed will be obtained and the project area will be searched for existing monumentation. No property corners will be set and this item, when performed alone cannot be used for establishing fence or property lines.

The topographic survey will include research of county benchmarks near the project area and field measurements to establish an accurate benchmark on-site. This elevation datum will be denoted on the final drawing. Elevations will be carried with pertinent located points, which will be used to accurately represent the terrain and will enable contour lines to be generated at an appropriate interval.

The utility survey will include the location of surface structures related to sanitary and storm sewers, water mains, gas mains and electric, telephone and cable services. Typical structures would be, but not limited to manholes, catch basins, headwalls, valves, meters, fire hydrants, utility poles, light poles and utility pedestals. The size and material of each sewer or utility will be directly measured when possible. Public utility records will be researched and available records will be obtained to indicate the approximate location, size and material of non-observable sewers or utilities. Notification to the statewide utility protection service will be included in this scope. Additional services by private location services that could be required to

Abercrombie & Associates, Inc. Standard Terms & Conditions
December 29, 2008

Billings/Payments:

Invoices for services and reimbursable expenses shall be submitted, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Any and all issues with these invoices must be addressed within seven (7) business days of the invoice date. Otherwise, the Client waives any objection thereto. A service charge of 1.5% per month will be applied to the unpaid balance after 30 days from the invoice date. Abercrombie & Associates, Inc. shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Abercrombie & Associates, Inc. shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care:

In providing services under this agreement, Abercrombie & Associates, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Abercrombie & Associates, Inc. will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of part Abercrombie & Associates, Inc. of the Project. Regardless of any other term or condition of this Agreement, Abercrombie & Associates, Inc. makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages:

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Abercrombie & Associates, Inc. shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hazardous Materials/Mold:

Abercrombie & Associates, Inc. shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Abercrombie & Associates, Inc. shall have no responsibility.

Indemnifications:

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Abercrombie & Associates, Inc. and its sub consultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. Abercrombie & Associates, Inc. agrees to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation:

In recognition of the relative risks and benefits of the project to both the Client and Abercrombie & Associates, Inc., the Client agrees, to the fullest extent permitted by law, to limit the Abercrombie & Associates, Inc.'s total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the amount of the Abercrombie & Associates, Inc.'s fee, or another amount, as listed & initialed by both parties below.

Termination of Services:

This agreement may be terminated upon 5 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Abercrombie & Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents:

All documents produced by Abercrombie & Associates, Inc. under this agreement, including electronic files, shall remain the property of Abercrombie & Associates, Inc. and may not be used by this Client for any other purpose without the written consent of Abercrombie & Associates, Inc. Any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify and hold Abercrombie & Associates, Inc. and its sub consultants harmless from any and all claims and/or damages arising there from. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Abercrombie & Associates, Inc. and its consultants.

Defects in Service:

The Client shall promptly report to Abercrombie & Associates, Inc. any defects or suspected defects in the Consultant's services. Failure by the Client and the Client's contractors or subcontractors to notify Abercrombie & Associates, Inc. shall relieve Abercrombie & Associates, Inc. of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities:

Abercrombie & Associates, Inc. shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for construction means and methods or job-site safety.

Dispute Resolution:

Any claim or dispute between the Client and Abercrombie & Associates, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties:

All services provided by Abercrombie & Associates, Inc. are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abercrombie & Associates, Inc.

Delays:

Abercrombie & Associates, Inc. is not responsible for delays caused by factors beyond its reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, material shortages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Abercrombie & Associates, Inc.'s services or work product promptly, failure of the Client to pay promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Abercrombie & Associates, Inc.'s reasonable control occur, the Client shall indemnify and forever hold Abercrombie & Associates, Inc. harmless for any resulting damages to Client and/or any third party, and Abercrombie & Associates, Inc. shall not be deemed to be in default of this Agreement.

Estimates of Probable Construction Cost:

It is understood that Abercrombie & Associates, Inc.'s estimate of probable cost, when provided, is typically based on recent bids of construction contractors on similar work, that Abercrombie & Associates, Inc. cannot control or be responsible for amounts of bids, and that these estimates do not constitute a guarantee of construction costs.

Corporate Protection:

It is intended by the parties to this Agreement that Abercrombie & Associates, Inc.'s services in connection with the Project will not subject Abercrombie & Associates, Inc.'s individual employees, officers, directors, or shareholders to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit will be directed and/or asserted only against Abercrombie & Associates, Inc., an Ohio Corporation, and not against any of Abercrombie & Associates, Inc. employees, officers, directors, or shareholders.

identify private underground utilities are not part of this proposal, but could be quoted under separate contract. All underground utility locations shown are approximate and must be field verified prior to any construction or excavation.

Lump Sum Fee = \$3,250.00

2. Improvement Plan: The Site Plan will be an engineered plan which will show all proposed improvements such as curb, pavement, grading, erosion controls storm sewer. The proposed grading will be shown using contour lines at an appropriate interval, along with proposed spot grades at suitable locations. The proposed grading will be accompanied by erosion control locations, descriptions and details. General construction notes will be provided stating industry-accepted methods and procedures. Project specific details will be shown depicting erosion controls, curb, pavement specifications and other pertinent information. Additional design services outside of the scope of work for this proposal will be quoted separately if necessary. After approval of documents, any subsequent revisions required by client may be billed separately in addition to the fees noted hereon.

Lump Sum Fee = \$6,000.00

3. Construction Administration (If Requested): This service includes services related to site design elements during the pre-construction and construction phases of the project. Examples of this service are bid quantities, probable cost estimates, assistance in contractor selection, review of draw requests, request for information, project meetings and shop drawing reviews and assembling of bid packages. Construction Management is not part of this proposal. These services will be billed at \$140.00 per hour (port to port).

Not included in the above are out of pocket expenses such as courier or overnight delivery service, recording, plan review or permitting fees, etc. which will be billed at cost plus 15%.

Prints: This proposal includes 6 sets of prints to obtain necessary governmental approvals and client use. Additional prints will be billed at \$4.00 per 24" X 36" sheet and \$5.00 per sheet 30" X 42".

Payment Terms: Net amount due within 30 days of invoice date. A service charge of 1.5% per month (18% per annum) will be added to all balances that are not paid by the due date.

Limits of Liability: Abercrombie & Associates, Inc.'s total liability to the client for claims of any kind or nature shall be limited to the cost of services to correct any errors or omissions on the part of Abercrombie & Associates, Inc. and its officers, employees, sub consultants, or to its total fee for services under this agreement, whichever is less.

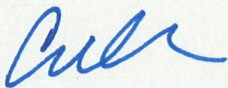
Client Authorization: Authorization by the client to proceed, whether oral or written, constitutes acceptance of this Proposal including the attached Terms and Conditions dated December 29, 2008 without modification, addition or deletion. In the event the Client's acknowledgement or other form(s) states terms additional to or different from these set forth

herein, this Proposal shall be deemed a notice of objection to such additional or different terms and a rejection thereof. No waiver or modification of the terms set forth herein shall be binding upon Abercrombie & Associates, Inc. unless made in writing and signed by an officer of the corporation. The above fees, scope of work & terms in this offer are in effect for ninety (90) days from this date. Upon request, this proposal may only be extended at the discretion of Abercrombie & Associates, Inc.

We appreciate the opportunity to quote on these services. If there are any questions or if we can be of further assistance, please call me at your earliest convenience.

Sincerely,

ABERCROMBIE & ASSOCIATES, INC.



Craig T. Abercrombie, P.S./LEED AP
Vice-President of Operations

If this proposal is acceptable please indicate so by signing below and returning a copy to us for our files.

Accepted By:

Date:



**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

About Us

Abercrombie & Associates, Inc. was founded in 1976 by R. Thomas Abercrombie, P.E., P.S. During the first year of the firm, Tom and his staff worked on 3 projects. Since that time, the employee-owned firm has grown to 19 employees, who have worked to help design and construct over thirty-thousand projects. We service experienced, organized, development-oriented Clients who value quality solutions. The firm's goal is to provide the most innovative and profitable land use solutions where people live, work and play. We will achieve this goal through building on the strong relationships we have with our Clients, our work ethic and our continuous development of innovative techniques.



Why Abercrombie?

We pride ourselves with our attention to detail and connection with our Clients. We will work with you to make certain that we help your vision become a reality. Technical soundness of a large firm with the personal service you have come to expect from a small firm. Our Clientele is very loyal due to our exceptional approach to maintaining continual communication and accuracy.

3377 Compton Road, Suite 120, Cincinnati, OH 45251
513-385-5757 www.abercrombie-associates.com

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with NeoPost for Postage Meter

Recommend adoption of all consent items.

Rationale:

Following an evaluation of postage metering options, it was decided that NeoPost represents the option that meets our needs at the lowest price with the best service.



Postage Meter Rental Renewal Agreement

Product: Neopost IS330

Offer Includes

Products:
Service Products: Depot Maintenance
Auto-Ink: (NeoFunds and LAN required)

Billing Information

Billing CSN#: 60817805
Company Name: COLERIAN TOWNSHIP
DBA:
Address: 4200 Springdale Rd
CINCINNATI, OH 45251
Contact: GLENNA CARTER
Phone: (513) 385-7500 Fax:
Email: gcarter@colerain.org
Office: 2450 - Cincinnati
Main Post Office / Mail Drop:
Post Office ZIP Code:

Agreement Information

Date Sent: 7/15/2019
Offer Valid Until: 718-19
Contract #: 763783
Renewing Meter S/N: 10413547

Payment Information and Schedule

Billing Frequency: Quarterly
Monthly Payment: \$36.70 (Plus applicable taxes)
Renewal Term: 36

Installation Address

Company Name: COLERIAN TOWNSHIP
Address: 4200 Springdale Rd
CINCINNATI, OH 45251
Contact: GLENNA CARTER
Phone: (513) 385-7500 Fax:
Email: gcarter@colerain.org
Office#: 2450 - Cincinnati
Main Post Office / Mail Drop Off:
Post Office ZIP Code:

Postage Meter Funding

Postage Funding Option: PrePay
Use my POC/TMS Account #: ☒
My POC/TMS Account#: 8025197

Existing customers who are upgrading or renewing an Agreement and currently fund the POC Postage account by ACH Debit will not be converted to NeoFunds unless initialed here:

Approval & Terms

This Renewal Agreement modifies your existing Postage Meter Rental Agreement ("Rental Agreement"), referenced by the Contract Number above, between Neopost USA Inc. and Customer. Except as otherwise provided herein, the terms of the existing Rental Agreement shall continue in full force and effect. In the event of a conflict between the existing Rental Agreement and this Renewal Agreement, the provisions of this Renewal Agreement shall control. This Renewal Agreement becomes effective upon the expiration of the current term of your Rental Agreement. Customer agrees that this Renewal Agreement is NON-CANCELABLE for the Number of Months set forth above ("Renewal Term"). After the expiration of the Renewal Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Period"). Customer may terminate this Renewal Agreement at the end of the Renewal Term or at the end of any Renewal Period by notifying Neopost USA Inc. in writing of its desire to terminate no later than thirty (30) days prior to the expiration of the Renewal Term or any future Renewal Period.

Name: *Carol Peters*
Title: *Twp Admin.*
Date: *7.26.19*

Authorized Signature: *[Signature]*

Carol Peters c.peters@neopost.com PH: 203-301-3915 Ext. FAX: 203-301-2644
Neopost USA Inc. 478 Wheelers Farms Road, Milford, CT 06461

CONSENT ITEMS

Department: Fire

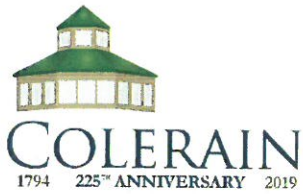
Department Head: Frank Cook, Fire Chief

New Hire: Mr. Gary Shepherd as Full-Time Fleet Mechanic in Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The recommendation to hire Mr. Shepard is to fill a vacant position in the department's Fleet Services Division. Mr. Shepard's annual salary will be \$58,000.00 effective Sunday, September 8th, 2019 with a one-year probationary period. His hiring will be contingent upon the successful completion of his pre-employment evaluations (i.e., Computer Voice Stress Analysis and medical exam).



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 118 – Fleet Mechanic Technician Position Number: 2052

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: Gary L. Shepard

Hourly rate: \$27.88 Employee Supervisor: Mike Adler, Fleet Services Manager

Min/Max hours/week: 40

Proposed start date: September 9th, 2019 Eligibility Date: September 9th, 2019 TBD 8/20/2019

Tentative schedule of hours: 40

Does this position supervise staff? ☐ Yes ☒ No

Comments: Full-time Fleet Mechanic

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: August 1, 2019

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 employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 9/9/2019

Administrator Signature: *[Signature]*

Date: *8.7.19*

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: June 13th, 2019

Date posting closed: July 19th, 2019

Interview Committee: Frank Cook, Allen Walls, Will Mueller, Mike Adler

Interview dates: July 17th, 2019

Number of applications: 4

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

Promotion: Mr. Craig Niehaus to the Rank of Lieutenant in the Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The recommendation to promote Firefighter Paramedic Niehaus to lieutenant is to fill the vacancy that was created by the resignation of Captain Darian Edwards in March 2019. The annual salary for Firefighter Paramedic Niehaus's promotion according to the Career Firefighter's *Collective Bargaining Agreement* is \$80,162.10 effective Sunday, August 25, 2019 with a one-year probationary period. Firefighter Paramedic Niehaus was the top scoring candidate following a competitive promotional process conducted during July 2019.