



Regular Meeting of the Board of Trustees - August 27

August 27, 2019

- 1. Opening of Meeting**
- 2. Executive Session** Immediately following Colerain Township CIC Meeting which begins at 5:30 PM
- 3. Pledge of Allegiance** 7:00PM
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office** – Approval of Minutes from August 13, 2019 and Approval of Amended Minutes from May 28, 2019
- 6. Presentations**
 - a. Introduction to New K9 Team and Haverkamp Foundation Recognition.
 - b. Northbrook Now: Strategic Reinvestment Plan
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**
 - Public Safety**
 - a. Motion to Permit Township Administrator to Sign Agreement with T. Northgate, LLC for Police Services.
 - b. Motion to Permit Township Administrator to Sign Agreement with Sundance Systems for Police Records Management Software.
 - c. Motion to Set Fee Schedule for Webcheck Fingerprint Service.
 - d. Motion to Amend and replace False Alarm Resolution 29-16
 - e. Motion to Authorize Township Administrator to Sign Agreement with PMAM for False Alarm Program Administration.
 - f. Motion to Authorize the Administrator to Sign Information Exchange Agreement with Hamilton County Sheriff
 - g. Motion to Approve a Permit to Temporarily Suspend Township Noise Resolution

Public Services

- a. Resolution Authorizing the Township Administrator to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program

Planning & Zoning

- a. Motion to Establish Sidewalk Maintenance Program Guidelines
- b. Motion to Adopt Northbrook Now: Strategic Reinvestment Plan
- c. Resolution Declaring Nuisance and Ordering Abatement

Administration

- a. Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Center for Local Government Regarding the Establishment of a Traffic Calming Device Library
- b. Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Northwest Local School District Regarding the Establishment of a TIF District at the Duke Energy Site
- c. Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Northwest Local School District Regarding the Establishment of a TIF District at the Sovereign Road Development Site

11. Consent Items

- a. Employee Wage Adjustment
- b. New Hire Authorization - Planning & Zoning - Director of Planning & Zoning
- c. Contract with Healthworks for Health Screening for Employees
- d. Contract with Citizens for Civic Renewal for Facilitation Services

12. Fiscal Office Report

13. Executive Session – if needed

14. Adjournment

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Introduction to New K9 Team and Haverkamp Foundation Recognition.

Rationale:

Introduce Handler Adam Wood and his new partner, Taz. Present plaque of appreciation to the Haverkamp Foundation for their ongoing support of Colerain Township.

PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

Northbrook Now: Strategic Reinvestment Plan

Rationale:

This presentation, given by John Yung of Urban Fast Forward, will describe the planning process and resulting plan for Strategic Investment in Northbrook.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Permit 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:

This agenda item was considered at the August 13, 2019 Trustee Meeting and failed by a vote of 1-1-1. At the conclusion of the Trustee meeting, Trustee Unger directed staff to put it on the August 27, 2019 Trustee Meeting agenda for reconsideration.

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



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

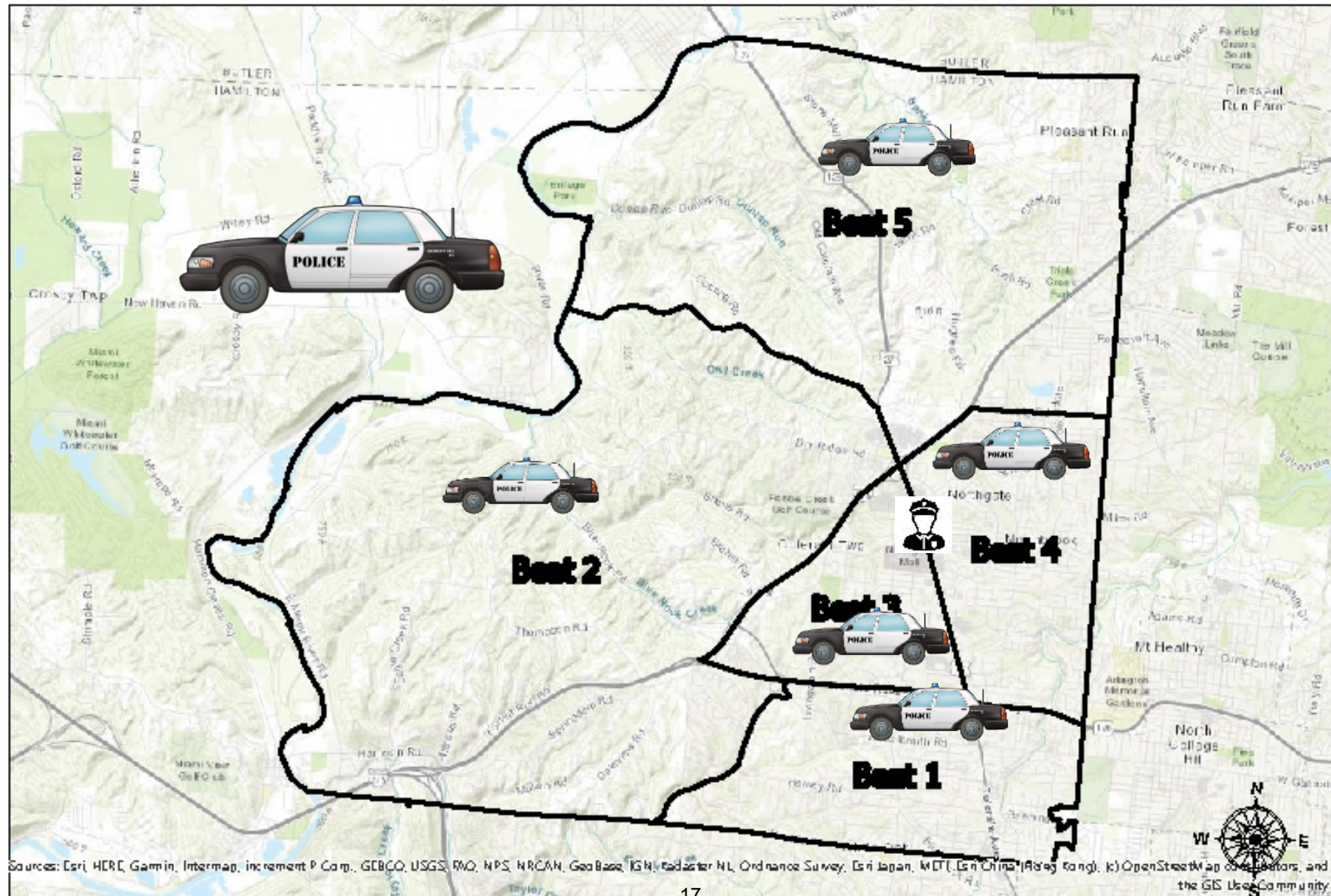
2019 Proposed Contract

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

	Expired Agreement	Off-Duty Detail	Proposed Agreement	No Agreement
Rate per Hour	\$52.50	\$40.00	\$64.47-\$74.07	\$0
Employee Costs Captured?	No	N/A	Yes	N/A
Assigned by PD?	Yes	No	Yes	N/A
Subject to Mandatory Assignment?	Yes	No	Yes	N/A
Increased Dispatch Fees	No	No	No	Yes (approx. \$15,000-\$20,000)
Revenue to Township	\$197,000	\$0	\$257,880-\$296,280 (after officers are paid, Township retains \$12,00-\$15,000)	\$0
Increased Police Presence	Yes	Yes	Yes	No (decreased) Beat Officers must cover calls to Mall

Colerain Police Department: Beat Map

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.

**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 27th 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 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 28, 2019 (the "**Commencement Date**"), through August 27, 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. 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 Avenue
Cincinnati, Ohio 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 for incidents occurring at the Northgate Mall as a direct result of this agreement only.

[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: 10:00am through 9:00pm

Sunday: 12:00pm-6:00pm

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

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Permit Township Administrator to Sign Agreement with Sundance Systems for Police Records Management Software.

Recommend adoption of a motion to allow Township Administrator Geoff Milz to sign an agreement with Sundance Systems in the amount of \$30,677 for the first year and \$14,920 per year thereafter.

Rationale:

The Police Department has been actively researching a records management system (RMS) to replace Pamet since that system crashed in late October, 2018. After several demonstrations and quotes over the past ten months, Sundance has been found to offer a superior product that meets the Department's needs.

By joining several area jurisdictions (Springfield Township, Montgomery and others) in this agreement, the Police Department secured a 40% reduction in license costs. Through this "bulk" agreement, the "per user" fee was reduced from \$50.00 per license per month to \$30.00.

Sundance Systems, Inc.
 8001 Sweet Valley Rd. Suite 5
 Valley View, OH 44125
 Phone: (216) 328-8551 Fax:

Quotation Description:

Hosted MDT and RMS (Lowest Price Level)

Quotation For:

Mark Denney
 Colerain Township Police Department

Payment Terms:

Devices MDT RMS Setup
 1-30 \$50.00 \$35.00 \$250
 31-60 \$45.00 \$30.00 \$250
 61-90 \$40.00 \$25.00 \$225
 91-120 \$35.00 \$20.00 \$225
 121 >= \$30.00 \$15.00 \$200

Product Name	Description	Qty	List Price	Total
Hosted MDT License (\$30 x 12Mths)	Base Functionality Included with the Mobile System Receive NG911 calls and emergency dispatch information from CAD. Modules: - ALL modules in the RMS, are included in the mobile! - Call Screen (for silent dispatch) - Call Status Window - Call History - Chat Window - E-Citation built in - Google Mapping (we are a Google partner) - Integrated Map - LEADS/BMV Integration - LEADS search window - Master Name Index - Master Vehicle Index - Message Switch (Open Fox) - Mileage log - Unit Status Window - Unit Routing using Google Maps if AVL purchased - Scan driver's license - Self-Init Screen General/Shared Functionality: - Search in State, BMV, Data Sharing, CCH or local databases - Searches: Name, Plate, SSN, OLN, Address, Physical, VIN, Article, CCH, BMV and Adhoc State queries - Brings back BMV Photos - LEADS Admin C.O.P and BOLO messages can be sent automatically to mobiles.	17	\$360.00	\$6,120.00

Product Name	Description	Qty	List Price	Total
	- Works with card swipe devices to take data directly off of driver's license - Search results are integrated on one screen for easy viewing - Integrates with in-house warnings, special attentions, call history and in-house warrants - Integrates with CAD system for silent dispatch and self-initiated calls - Chat system, with alerts and chat broadcast - Dynamic call log entries can be sent to mobiles automatically. - History screen shows history of searches since user was logged on - Mapping interface - Broadcast alerts can be sent out when agency defined keywords are triggered in State searches - Allows for unlimited plates names to be entered into the dispatch screen - Units can timestamp themselves - Call disposition can be entered directly from car			
Hosted RMS - NO STATE QUERY (\$15 x 12Mnth)	Hosted RMS comes with E-Storage and Stat Reports Base Functionality Included with RMS System Modules: - Accident – OH1 (Uploads to the state) - Arrest/Booking - Business file - Case Management - Citations with E-Tickets - Civil Processing - Contacts/Rolodex - Criminal abatement tracking - Employee File - Employee Training File - Employee Qualifications - Employee Evaluations - Evidence/Property Room Management - Estorage (Document Management System) - FIR (Field Interviews) - Fixed Assets (Vehicle Maintenance) - House Check - Incident Reports - Jail Management - Jail Cell Maintenance - Jail Commissary - Jail Phone Log - Jail Meal Log - Jail Medical Log - Jail Visitor Log - K9 Module - Master Name Index - Master Vehicle Index - Master Search (People, Vehicles and Property) - Minor Misdemeanor Tickets - Offence Codes (ORC pre-loaded) - Paging/Text interface - Parking Citations with warning and late letters etc. - Report administration and workflow - Residence File - Receipt log	40	\$180.00	\$7,200.00

Product Name	Description	Qty	List Price	Total
	- Statistical reports - Tow File - Warnings - Warrants General/Shared Functionality: - Each module integrates with the master name index - Each module integrates with the master vehicle index - Each module integrates with the master searches - Security is completely configurable by user and group - LEADS integration (with mobile) - System comes pre-loaded with ORC codes - Every RMS module can be ran remotely in an MDT. - E-Storage integrates with each module - Spell check works in each module - Each module export to PDF and Excel Integration Included: - Court Interface (OHSP compliant) - LEADS/NCIC - Matrix Prosecutor Interface - OIBRS/NIBRS - OLLEISN/OHLEG - Sundance Data Sharing System - Traffic Accident Upload - Traffic Citations Upload Electronic Document Storage - Sundance Document Management System - Handles any type of digital information - Connects and integrates with all Sundance modules. Statistical Reports Include - Over 200 reports and graphs included with module - Shift reports – Detailed call information with dispatch times and descriptions - Alarm Drops – Alarms received, broken down by location - Call Activity – Calls by date and time - Call Activity – Number of calls handled, broken down by hour and day - Calls by Address - Calls Received – Calls received in CAD, broken down by call type - Call Received by Dispatcher – Breakdown of number of calls by dispatcher - Calls Received by How Received – Number of calls received, broken down by how received - Officer Activity reports			
CAD Bridge - Hosted (\$100 x 12Mnths)	The Sundance CAD Bridge will auto-populate data from a third party CAD system. The bridge will accept Events (location/type/report numbers), Persons, Vehicles and Units Times.	1	\$1,200.00	\$1,200.00
Hosting: Offsite Backups (\$25.00 x 12Mths)	We can send a nightly back of all of the agencies data to a server that is located at the agency.	1	\$300.00	\$300.00
Third Party Costs	Can be purchased directly from Trancite at \$219 a license. http://www.trancite.com/v2/pages/easystreet-draw/landing-page.html	3	\$0.00	\$657.00
Data Conversion Hourly Rate	Convert Incident Reports, MNI, and Geo Data from Pamet Systems	40	\$95.00	\$3,800.00

Product Name	Description	Qty	List Price	Total
Hosted LES Setup \$200 Per Device (One Time Fee)	Project Management & Installation - Assigned Project Manager - Setup SQL Server - Setup IIS Server - Load default configuration options - Work with customer to test and setup installed system - Work with LEADS staff to setup connection Training Includes: - Agency tailored instruction & class structure - Online documentation - Online training videos	57	\$200.00	\$11,400.00
Sub Total				\$30,677.00
Discount				\$0.00
Tax				\$0.00
Adjustment				\$0.00
Grand Total				\$30,677.00

Comments or Special Instructions:
Quote does not include any cabling or infrastructure work. Does not include any third party hardware or licenses except as specified as a line item on quote. Unless specific payment terms are specified, work will begin upon receipt of 1/2 down. The next 1/4 upon installation. And the last 1/4 on customer acceptance. Prices quoted are for the first year.

Signature:	Date:	PO#:
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APPLICATION HOSTING AGREEMENT SUNDANCE SYSTEMS, INC.

This Application Hosting Agreement ("Agreement"), dated _____ is a legal Agreement between Colerain PD, 4200 Springdale Road., Colerain, OH 45251 ("Customer") and Sundance Systems, Inc., (Licensor/Hostee) together with its employees, officers, directors, agents, successors with its principal offices at 8001 Sweet Valley Dr., Valley View, OH 44125 which covers the hosting for Sundance Systems Inc., Software including any templates of compliance standards which have been licensed to Customer by Sundance Systems, Inc. under an End User License Agreement ("Service").

Sundance Systems, Inc. agrees to provide Service to Customer and Customer agrees to pay Sundance Systems, Inc. for Service subject to the following terms and conditions:

1. Term, Renewal and Termination:

- a. This effective date of this Agreement shall be the date on which Customer is first notified by a Sundance Systems, Inc. invoice of Service availability.
- b. This Agreement shall be for an initial term of twelve (12) months.
- c. This Agreement shall be automatically renewed for twelve (12) months, unless terminated by either party by giving forty-five (45) days written notice to the other party prior to expiration of the initial term or any successive term.
- d. No later than thirty (30) days prior to termination of Service, Customer shall advise Sundance Systems, Inc. as to the disposition of any Customer data that is stored as part of Service. Sundance Systems, Inc. shall arrange for transfer in electronic format of such data to Customer no later than thirty (30) days after termination of service after which Customer data shall be deleted by Sundance Systems, Inc. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be deleted by Sundance Systems, Inc. on termination.
- e. If the customer decides to terminate this contract with in the first year of service, Sundance will refund any money collected. After the first year, in the event of early termination by Customer, Customer agrees to pay Sundance Systems, Inc. for any months remaining in the term.

2. Fees and Payments

- a. Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- b. If payment is not made within thirty (30) days of the invoice date, a one and one-half percent (1.5%) per month interest charge shall be assessed until date of payment. If payment is not made within sixty (60) days of the invoice date, Sundance Systems, Inc. reserves the right to terminate service and delete all stored Customer data.

3. Services Provided:

- a. Sundance Systems, Inc. shall host software applications described in Exhibit "A" of the agreement.
- b. Sundance Systems, Inc. shall provide Customer with application level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c. Sundance Systems, Inc. shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular intervals.
- d. The amount of storage and monthly network data transfer available to Customer shall not exceed one hundred gigabytes (100GB) and twenty-five gigabytes (25GB) respectively, unless otherwise agreed in writing by Sundance Systems, Inc.
- e. Sundance will perform all system maintenance, operating system patching, replacement of hardware, and backup of all customer data.
- f. Sundance is responsible for securing and protecting the servers and networks they are hosting, and any data theft and or loss from these systems is the responsibility of Sundance.

4. Service Levels:

- a. The following sets forth the metrics by which the parties will measure Sundance's performance of the Hosting Services. If a Service Level Fault occurs for any individual service level metric more than twice in any twelve (12) month period, such breaches will be deemed not to be curable and Customer shall have the immediate right to terminate the Agreement. A "Service Level Default" shall occur when Sundance fails to meet any individual service level metric provided in this section during any given month.
- b. Service Level Metric: Availability of the Sundance Software for the Customer to use will be provided 24 hours per day, 7 days per week and 365 days per year excluding scheduled system maintenance, down time caused by a Force Majeure Event, and any other mutually agreed upon down time.
- c. Service Level Guarantee: Excluding scheduled downtime, our service level is guaranteed to be **99.99%** for any given month.

4. Authorized Usage:

- a. Customer agrees that access to Service shall be restricted to Customer employees or authorized agents.
- b. Customer shall use commercially reasonable efforts to protect User IDs and passwords.
- c. Customer agrees that authorized Sundance Systems, Inc. support personnel may access system as required to diagnose and resolve technical issues.

5. Limited Warranty:

- a. Sundance Systems, Inc. warrants that the Service will conform substantially in accordance with the Service Levels stated in section (4) of this document. Customer acknowledges that Sundance Systems, Inc. does not warrant that the Service shall be uninterrupted or error-free.

6. Customer Remedies:

- a. Sundance Systems, Inc.'s entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

7. NO OTHER WARRANTIES:

- a. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUNDANCE SYSTEMS, INC. DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. BY WAY OF EXAMPLE BUT NOT LIMITATION, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING USER DOCUMENTATION AND MEDIA, SUNDANCE SYSTEMS, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES:

- a. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL SUNDANCE SYSTEMS, INC. OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES) ARISING FROM YOUR USE, OR INABILITY TO USE, THE SERVICE, REGARDLESS OF WHETHER SUNDANCE SYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUNDANCE SYSTEMS, INC.'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE.

9. Prior Agreements:

- a. This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Sundance Systems, Inc. and you, the Customer. You irrevocably waive any right you may have to claim damages or to rescind (in the case of

misrepresentation) the Agreement for any misrepresentation or warranty not set out in this Agreement unless such misrepresentation or warranty was made fraudulently.

10. No Waiver:

a. Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

11. Severability:

a. If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

12. Governing Law:

a. This agreement shall be governed by and construed under the laws of the State of Ohio and the venue for dispute relating to the subject matter of this agreement will be appropriate court in Hamilton County and the parties consent and agree that such jurisdiction and venue of such proceeding shall lie exclusively with such court.

13. General:

a. Should you have any questions concerning this Agreement, or if you desire to contact Sundance Systems, Inc. for any reason, please write: Sundance Systems, Inc., 8001 Sweet Valley Drive, Valley View, Ohio 44125.

14. Customer Data:

a. All data, records, photos, or other information stored by Sundance on behalf of the customer, it's member agencies, partners and or subsidiaries is the real property wholly owned by the customer and will be returned at the termination of this agreement, or as requested.

15. Annual Rate:

a. See appendix "A" for annual rate. The annual rate is locked for a five (5) year period as of the contract date. (Does not include any additional workstations/licenses/data space usage/or other software product offerings)

Licensor/Hostee:

Sundance Systems, Inc.

By: _____

Its Authorized Agent

Date: _____

Customer:

By: _____

Its Authorized Agent

Date: _____

Exhibit A

Yearly re-occurring cost to be paid quarterly: \$14,920.00 ** Starts after payment of start-up fees. See attached quote for specific software and services to be provided.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Set Fee Schedule for Webcheck Fingerprint Service.

Recommend adoption of a motion to accept the fee schedule for the Webcheck fingerprint service provided by the Police Department.

Rationale:

The Police Department now has the ability to perform background checks for the general public through Webcheck. Each background check requires a fee be paid by the entering agency. The level of the fee relates to the background check desired.



COLERAIN POLICE DEPARTMENT

4200 SPRINGDALE ROAD • COLERAIN, OHIO 45251 • 513-321-COPS

Mark C. Denney, CLEE-Chief of Police

Michael Owens, CLEE
Investigative Commander

Chris Phillips, CLEE
Patrol Commander

Edwin Cordie
Support Services Commander



Waiver for Webcheck® Fingerprints

Today's Date: **Time** **Operator's Initials** **Receipt Number**

Transaction #/Remarks

Type of Photos ID and ID#

Name: (Last, First, Middle)(Please print all information)

Phone Number

Address: (Including City, State, and Zip Code)

Sex	Race:	Height:	Weight:	Eyes:	Hair:	Date of Birth:
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TYPE OF BACKGROUND CHECK REQUESTED

(The Colerain Police Department accepts **CASH ONLY**. Payment is due at the time services rendered. You will be provided a receipt)

- ☐ State (BCI) only - **\$35.00**
- ☐ National (FBI) only - **\$35.00**
- ☐ Both State (BCI) and National (FBI) - **\$70.00**
- ☐ No Charge – Law Enforcement

REASON FOR BACKGROUND CHECK: _____

By signing below, I certify the personal identifiers provided on this form are accurate and I voluntarily and knowingly authorize the Colerain Police Webcheck agency to submit information to the Ohio Bureau of Criminal Identification and Investigation (BCI&I) to conduct a criminal records check for information relating to me. I voluntarily and knowingly authorize BCI&I to disseminate criminal arrest, conviction and juvenile delinquency adjudication records to the Webcheck provider or agency I have designated to receive this information. I voluntarily and knowingly release and discharge the Ohio Attorney General's Office, BCI&I and their employees from all claims and liability related to this authorized criminal record review and dissemination.

The authorization waiver is valid for one year from the date this background check was conducted.

Address for results to be mailed to:

Direct copy to: (circle only one):

- Department of Education

Ohio Board of Nursing

PI/SG Ohio Department of Public Safety

Ohio Department of Liquor Control

Ohio Racing Commission

Ohio Department of Insurance

Social Work Board

Pharmacy Board

Ohio Veterinary Medical Licensing

None

Occupational Therapy, Physical Therapy &Athletic Trainers Board
- BMV Dealer Licensing

BMV Deputy Registrar

State Vision Professionals Board

Child Care Center/Type A ODFJS

Lottery Commission

Ohio Peace Officer Training Academy

State Speech & Hearing Professionals Board

Construction Board

Ohio Medical Board

PUBLIC SAFETY

Department: Police

Department Head:

Motion to Amend and replace False Alarm Resolution 29-16

Recommend adoption of a motion to amend and replace the Colerain Township False Alarm Resolution (29-16)

Rationale:

This replacement requires registration of all business alarms in the Township.

**COLERAIN POLICE DEPARTMENT
MEMORANDUM**

DATE: August 19, 2019

TO: Board of Trustees

FROM: Chief Mark C. Denney

SUBJECT: False Alarm Management

On April 25, 2018, I wrote each of you a memorandum detailing the difficulties and roadblocks our false alarm issue was causing us. At that next Board meeting, I presented a resolution to contract with PMAM for administration of our false alarm management resolution. I was unable to secure your support on this issue and agreed to try new methods to reduce the drain this was causing on my department and our residents.

2015	2016	2017	2018	2019
1,784	2,577	2,457	1,872	2,451 (pace)

At that same meeting, two residents agreed to assist us in tracking these incidents to help collect violation fines per our resolution. For several months, we have been working to make the process easier and more efficient. We have failed.

Our issues with alarms has not only not eased, it has worsened. We are now on pace to handle 2,451 alarms (96% false) by the end of 2019. That is \$41,667 in dispatch fees alone.

The dispatch fee rate for 2020 is set by the volume of calls in 2019 multiplied by whatever rate they set. In addition to the dispatch fees, we incur approximately 1,226 wasted patrol hours. If you recall, 2080 hours equals (1) fulltime police officer. We waste nearly ½ of a police officers' time on false alarm response each year.

I feel it is again my responsibility to stress to you how damaging this problem has become for the Police Department. We are answering false alarm calls at an ever-increasing rate per year (with over **96%** being false). I am already in desperate need of personnel and cannot afford to waste this many hours and taxpayer money on frivolous calls.

I do not have staff that can administratively manage this process, and that was the purpose of the resolution to contract with an outside vendor at **no charge** to the Township. At your request, I have prepared four options for moving forward (see page 2).

We cannot keep up with the billing end of this either. In one year we have received only (2) payments from violators in excess of, in some cases, 7 alarms. I do not have the ability to collect on these bills with the normal workload on our staff. While some will tell you we are overstaffed, you have my word that is not the case.

It is my professional and researched opinion that we need to select one of these options in order to properly handle this problem. We are wasting thousands of tax dollars on a problem that is largely solvable. I strongly recommend we contract with PMAM and get this matter under control.

Options

Description	Cost to Township	Comment
Contract with PMAM	\$0 (Township would actually see a <u>revenue stream</u>)	All collected fees split 55%/45% in favor of the Township. All administrative duties handled by PMAM

Description	Cost to Township	Comment
Verified Alarm Response	\$61,400 plus benefits for a minimum of two employees to function 24/7.	Must hire two employees to ensure all alarms are answered. Must be 24/7. We currently do not operate 24/7 on weekends.

Description	Cost to Township	Comment
Cease responding to repeat false alarm calls	Savings to Township of dispatch fees and time lost. Must find out a manner to identify who has more than one call at the time of dispatch.	Possibility of not responding to an actual crime in progress. Public backlash. THIS IS NOT AN ADVISABLE OPTION

Description	Cost to Township	Comment
Rescind current resolution	\$41,667 plus 1,226 patrol hours	Maintaining a resolution where there is no enforcement is unethical and unsustainable

I am aware that there was resistance to the registration fee. I understand this position, but there are several reasons for this fee. Companies will not handle this administrative task for us without a fee. We will be spending money either way we go, I believe doing so with a tested and professional company with an infrastructure to handle it is the most prudent.

The registration process:

- Allows us to know who is the correct contact person as well as the responsible party for billing
- Provides a method to deliver educational material on false alarms
- Allows us to ensure understanding of the resolution
- Current and valid listing of businesses updated annually
- Company works with alarm companies by supplying a list of high alarm violators so they can make sure the system is operating correctly to avoid further issues.
- Provides an interface through a mobile app that allows the Township to push information to permit holders, allowing the Township to engage businesses (theft alerts, tends etc).
- Due process for appeals
- Billing, tracking, accounting, mailing and follow-up
- Proven successful track record of reducing incidents. We have been doing this for over a year and still have a significant problem. We tried doing it our way.
- Provides an interface to track incidents and collections efforts
- Serves as a customer service point for anyone wanting information about the resolution or process.
- Online “False Alarm Academy” that educates the community on the issue and provides strategies to reduce false alarms.
- Provides and manages a “Citizen Outreach Plan” to create public awareness of the program through newspaper announcements, water bill inserts and website content.

In the end, PMAM is a company that administers programs throughout the United States. There is a reasonable expectation that they will make a profit from their endeavors. However, I believe there is a strong return on that profit to our community in terms of the

above items, and an increased ability for our Police Department to provide better service to every business.

All businesses in Colerain suffer by the lack of a properly administered false alarm resolution process. I believe it is reasonable (as do almost every other jurisdiction that have this type of resolution/ordinance) to require a registration fee.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 27th day of August, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Greg Insco, Raj Rajagopal

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

RESOLUTION NO.: _____-19

RESOLUTION ESTABLISHING A FEE FOR FALSE ALARMS

WHEREAS, pursuant to Ohio Revised Code Section 505.511, a board of township trustees, of a township that has established a police department, can adopt a procedure to notify, assess, and collect charges for false alarms resulting from the malfunction of the same commercial or residential security system within the township in the same calendar year after law enforcement authorities have answered a combined total of three false alarms; and

WHEREAS, the generation of false alarms in Colerain Township has resulted in a significant cost to Colerain Township as such false alarms require responses of law enforcement and emergency personnel which causes lost employee hours and lost productivity; and

WHEREAS, the Board of Trustees of Colerain Township, having established a police department, desires to alleviate the increased costs and problems associated with the numerous false alarms and desires to decrease the overall number of false alarms within the township; and

WHEREAS, the Colerain Township Board of Trustees is desirous of protecting the health, safety, and welfare of its citizens;

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

1. That after any law enforcement agency responsible for police protection services in Colerain Township has answered a combined total of four (4) false alarms resulting from the malfunction of the same commercial or residential security system within Colerain Township in the same calendar year, Colerain Township shall cause to be mailed to the manager of the commercial establishment or the occupant, lessee, agent, or tenant of the residence, a bill for each subsequent false alarm system during that year to defray the costs incurred. The bill's amount shall be as follows:

(a) For the fourth false alarm of that year, the amount is \$50.00;

(b) For the fifth false alarm of that year, the amount is \$100.00;

(c) For all false alarms that year after the fifth false alarm, the amount is \$150.00.

2. That the owner of each business within Colerain Township with an intrusion alarm system will obtain a permit from the Township. That permit will be in force for the period of (1) calendar year and must be renewed annually. The cost of the permit and renewal is \$100.00.
3. That any business not having a valid alarm permit will be billed \$250.00 per false alarm.
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.
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./Ms. _____ 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 27th day of August, 2019.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Greg Insco, Trustee

Raj Rajagopal, Trustee

ATTEST:

Heather E. Harlow,
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 **27th** day of August, 2019.

Heather E. Harlow,
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Authorize Township Administrator to Sign Agreement with PMAM for False Alarm Program Administration.

Recommend adoption of a motion to permit Township Administrator Geoff Milz to sign an agreement with PMAM to administer the Township's False Alarm Fee Resolution.

Rationale:

PMAM is an experienced company that handles education, enforcement and billing of false alarm resolutions nationwide. PMAM will collect fees and fines, dividing the proceeds with the Township at 55% Township/45% PMAM. There are no additional costs to the Township. The current method for enforcement and collection has failed.

CONTRACT FOR ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**Contractor**") and the Colerain Township, (the "**Township**") to be effective upon the date of execution of this Agreement by the Town Manager or the Town's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the Township desires to engage the services of Contractor to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the Township's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1 Scope of Services

- 1.1** The parties agree that Contractor shall perform the Services in accordance with the terms and conditions of the Township's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (i) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2 Terms of Agreement

- 2.1** The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which Contractor commences billing for its Services to the Township

hereunder following the installation of the False Alarm Management Program.

- 2.2** Contractor shall receive compensation, including authorized reimbursements including reimbursement for any Township fees paid by Contractor to the Town to permit Contractor to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model. In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, the Township authorizes Contractor to open a P.O. Box and bank account on the Town's behalf. Withdrawals from such account shall be controlled by the Township, and any such withdrawals be made only by signatories designated by the Town.
- 2.3** At any time during the term of this Agreement, the Town may request that Contractor perform Special Services for additional compensation to be agreed upon by the Town and Contractor prior to the performance of any Special Services by Contractor. As used herein, Special Services means any work which is determined by the Township to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which Contractor agrees to perform. If the Township and Contractor reach an agreement on the performance of Special Services, Contractor shall undertake such Special Services after receiving the authorization from the Town.
- 2.4** The Town acknowledges and agrees that Contractor reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to Contractor and the other government agency may be negotiated between Contractor and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by Contractor, and other agency requirements. Contractor acknowledges and agrees that the Town shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between Contractor and such other government agency.

Article 3

Contractor Responsibilities

- 3.1** Subject to the limitations hereinafter set forth, Contractor agrees to and shall defend, indemnify and hold harmless the Town, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, agents or subcontractors. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.
- 3.2** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Township. The Township shall have the right to control Contractor only insofar as the results of Contractor's Services rendered pursuant to this Agreement. The Township shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to this Agreement.
- 3.3** Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall Contractor be liable for damages attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided

hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by Contractor, or paid by Contractor's insurance carrier to the Township, with respect to the claim for indemnification by the Township hereunder, and (ii) the amount of fees actually retained by Contractor under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated Contractor's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of Contractor set forth in this Section shall not apply to the obligation of Contractor to pay the Township its share of the collected revenues as set forth in this Agreement.

- 3.4** If Contractor is required to indemnify the Township hereunder, Contractor shall assume the defense of the Township with counsel reasonably acceptable to the Township at the expense of Contractor. In addition, the Township's may engage its own counsel to participate in any defense in any such proceeding at the Township's expense.

Article 4 **The Township's Responsibility**

- 4.1** The Township shall cooperate with and assist Contractor by, among other things, making available, as reasonably requested by Contractor, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by the Contractor to carry out its obligation under this Agreement.

Article 5 **Insurance Requirements**

- 5.1** At the current time, Contractor does not maintain any offices in the State in which the Township is located, nor does Contractor maintain any employees in such State. All Services required to be performed by Contractor hereunder shall be performed by Contractor at its offices in the State of Texas or elsewhere outside the State in which the Township is located. Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the Township, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:
- 5.1.1** Comprehensive or Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverages under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the Township.
 - 5.1.2** Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
 - 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the Township, its officials, employees and

volunteers for losses arising from the activities under this Agreement.

- 5.2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3 The Township shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If Contractor, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The Township, at its sole option, may terminate this Agreement.
- 5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the Township, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the Township not later than ten (10) days following cancellation.
- 5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the Township's Purchasing Department.

Article 6

Termination of Agreement

- 6.1 Grounds for Termination
 - 6.1.1 Township may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.
 - 6.1.2 Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the Township under this Agreement have been set, established and agreed to be based upon the current provisions of applicable Township ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then the Contractor reserves the express right to enter into good faith negotiations with the Township to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the Township of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.
 - 6.1.3 Contractor may terminate this Agreement upon thirty (30) day written notice to the Township if the Township misuses or attempts to appropriate the proprietary software of Contractor.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the Township may require Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the Township shall terminate this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the Township. Upon termination of this Agreement, Contractor shall promptly deliver to the Township all data in MS-SQL format.

6.2.1b. Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The Township does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

6.2.1c. The proprietary software is considered loaned to the Township during the duration of this Agreement as laid out in this Agreement and the Township will not have any access to PMAM's proprietary software after the conclusion of the Agreement.

6.2.1d. The Township shall pay Contractor all fees and costs due and owing Contractor as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7 Confidentiality of Information

7.1 At all times, the Contractor shall recognize the Township's sole and exclusive ownership of all information provided by the Township, and the sole and exclusive right and jurisdiction of the Township to control the use of this information. Similarly, the Township recognizes that the proprietary software described in Section 6.2.1c. above is owned by Contractor and the Township has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law.

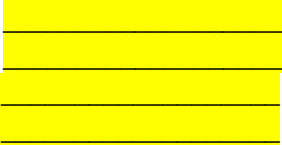
7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking

such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

7.4 The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the Township and its authorized designee.

Article 8
General Provisions

- 8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that Contractor may assign this Agreement to its successor without consent by the Township by giving written notice to the Township. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 8.3 This Agreement shall be governed by the laws of the State of Ohio; and venue for any action concerning this Agreement shall be in Hamilton County, Ohio. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 8.4 This Agreement may be amended by the mutual written agreement of the parties.
- 8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Township of Colerain: 

Contractor: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

- 8.7 Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Township during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 8.8 Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- 8.9 The Contactor will abide by all laws, rules and regulations applicable to the provision of the Services.
- 8.10 Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.
- 8.11 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year _____.

Township of Colerain, Township

PMAM Corporation

By: _____
Name: _____,
Title: _____

By: _____
James David Moss,
Vice President

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. The Contractor shall accurately convert all pertinent data downloaded from the Township's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
 - a. Alarm permits
 - b. Permit Holders
 - c. Permit Holders with outstanding charges
 - d. Non-permitted locations with outstanding charges
 - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the Township
4. Performance of all the billing in accordance with the Township's alarm ordinance, as may be amended from time to time by the Township
5. Generation of the following reports including but not limited to:
 - a. New alarm permits issued and fees collected
 - b. Annual permit renewals billed and fees collected
 - c. Permits inactivated or revoked and reason for inactivation or revocation
 - d. Permits reinstated and reason for reinstatement
 - e. Number of false burglar alarms
 - f. Number of false burglar alarms billed and fees collected
 - g. Number of false robbery alarms
 - h. Number of false robbery alarms billed and fees collected
 - i. Number of reinstatement fees billed and fees collected
 - j. False burglary and/or robbery alarms for permit owners
 - k. False burglary and/or robbery alarms for non-permitted owners
 - l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:
 - a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder
 - f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
 - g. Billing
 - 1) Name
 - 2) Full mailing address (includes zip code)
 - 3) Contact person and phone number(s)
 - h. Permit Holder Responsible for Alarm
 - 1) Name
 - 2) Complete mailing address
 - 3) Phone numbers
 - i. Name and telephone number of alarm monitoring company
 - j. Name and telephone number of company that installed the alarm system
 - k. Special Medical Concerns
 - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
 - 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time
 - 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
 - 1) Incident number
 - 2) Priority
 - 3) Call code
 - 4) Disposition

- 5) Date
- 6) Time:
 - (a) Received
 - (b) Dispatched
 - (c) Arrived
 - (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, daphone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

Collection requirements and provisions:

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the Township Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the Township.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor.
6. Contractor will develop an A/R file, which the Township will have access to review at any time.
7. System functionality for the Township to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the Township and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file.
8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor, unless and until the Township directs that such payments be directed to a lock box address established by the Township.
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by Contractor. Any such debt collection activities shall be performed by an independent contractor selected either by (i) the Contractor with the prior written consent of the Township or its designee, or (ii) the Township or its designee or agent upon written notice to the Contractor.

Processing:

The Contractor shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

Contractor's Obligation:

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the Township with an interface document describing the type, size, location, and medium of transfer from the Township RMS.
3. Defer to the Township regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the Township regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. The Contractor shall provide training for the Township and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. The Contractor shall coordinate with the Township's Finance Department, Information Services and the Township's Police Department to develop a system that will allow walk-in payments under the Agreement.
2. The Contractor shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours
3. The Contractor under this Agreement shall establish and provide public education, awareness and information regarding the Township's Alarm Management Program.

Township Licensing Fees

1. The Township acknowledges and agrees that Contractor shall be exempt from any applicable Township license fees in performing its services hereunder.

Exhibit “B”
Pricing and Receipt of Collections

This is a fixed revenue sharing contract. The Contractor shall retain the amount listed in the table below of all collections and remit the balance and amount listed in the table below to the Township for the total of the actual fixed revenues generated and collected for the Township during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees paid;
- b. False alarms violation fee paid.

Township of Colerain	PMAM Corporation
55%	45%

The Township and Contractor shall share the fixed revenue as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by Contractor shall be paid by the Program before the foregoing split of fees.

In addition, the Township shall reimburse Contractor for its out-of-pocket postage expenses incurred by Contractor in performing its Services to the Township hereunder within thirty (30) days of receiving an invoice from Contractor for such postage expense. At the election of Township, Contractor may submit an invoice to the Township for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the Township hereunder.

The share of the revenues payable to Contractor and the Township in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to Contractor in accordance with the terms of this Agreement.

**COLERAIN POLICE DEPARTMENT
MEMORANDUM**

DATE: August 19, 2019

TO: Board of Trustees

FROM: Chief Mark C. Denney

SUBJECT: False Alarm Management

On April 25, 2018, I wrote each of you a memorandum detailing the difficulties and roadblocks our false alarm issue was causing us. At that next Board meeting, I presented a resolution to contract with PMAM for administration of our false alarm management resolution. I was unable to secure your support on this issue and agreed to try new methods to reduce the drain this was causing on my department and our residents.

2015	2016	2017	2018	2019
1,784	2,577	2,457	1,872	2,451 (pace)

At that same meeting, two residents agreed to assist us in tracking these incidents to help collect violation fines per our resolution. For several months, we have been working to make the process easier and more efficient. We have failed.

Our issues with alarms has not only not eased, it has worsened. We are now on pace to handle 2,451 alarms (96% false) by the end of 2019. That is \$44,118 in dispatch fees alone.

The dispatch fee rate for 2020 is set by the volume of calls in 2019 multiplied by whatever rate they set. In addition to the dispatch fees, we incur approximately 1,226 wasted patrol hours. If you recall, 2080 hours equals (1) fulltime police officer. We waste nearly ½ of a police officers' time on false alarm response each year.

I feel it is again my responsibility to stress to you how damaging this problem has become for the Police Department. We are answering false alarm calls at an ever-increasing rate per year (with over **96%** being false). I am already in desperate need of personnel and cannot afford to waste this many hours and taxpayer money on frivolous calls.

I do not have staff that can administratively manage this process, and that was the purpose of the resolution to contract with an outside vendor at **no charge** to the Township. At your request, I have prepared four options for moving forward (see page 2).

We cannot keep up with the billing end of this either. In one year we have received only (2) payments from violators in excess of, in some cases, 7 alarms. I do not have the ability to collect on these bills with the normal workload on our staff. While some will tell you we are overstaffed, you have my word that is not the case.

It is my professional and researched opinion that we need to select one of these options in order to properly handle this problem. We are wasting thousands of tax dollars on a problem that is largely solvable. I strongly recommend we contract with PMAM and get this matter under control.

Options

Description	Cost to Township	Comment
Contract with PMAM	\$0 (Township would actually see a <u>revenue stream</u>)	All collected fees split 55%/45% in favor of the Township. All administrative duties handled by PMAM

Description	Cost to Township	Comment
Verified Alarm Response	\$61,400 plus benefits for a minimum of two employees to function 24/7.	Must hire two employees to ensure all alarms are answered. Must be 24/7. We currently do not operate 24/7 on weekends.

Description	Cost to Township	Comment
Cease responding to repeat false alarm calls	Savings to Township of dispatch fees and time lost. Must find out a manner to identify who has more than one call at the time of dispatch.	Possibility of not responding to an actual crime in progress. Public backlash. THIS IS NOT AN ADVISABLE OPTION

Description	Cost to Township	Comment
Rescind current resolution	\$44,000 plus 1,226 patrol hours	Maintaining a resolution where there is no enforcement is unethical and unsustainable

I am aware that there was resistance to the registration fee. I understand this position, but there are several reasons for this fee. Companies will not handle this administrative task for us without a fee. We will be spending money either way we go, I believe doing so with a tested and professional company with an infrastructure to handle it is the most prudent.

The registration process:

- Allows us to know who is the correct contact person as well as the responsible party for billing
- Provides a method to deliver educational material on false alarms
- Allows us to ensure understanding of the resolution
- Current and valid listing of businesses updated annually
- Company works with alarm companies by supplying a list of high alarm violators so they can make sure the system is operating correctly to avoid further issues.
- Provides an interface through a mobile app that allows the Township to push information to permit holders, allowing the Township to engage businesses (theft alerts, trends etc).
- Due process for appeals
- Billing, tracking, accounting, mailing and follow-up
- Proven successful track record of reducing incidents. We have been doing this for over a year and still have a significant problem. We tried doing it our way.
- Provides an interface to track incidents and collections efforts
- Serves as a customer service point for anyone wanting information about the resolution or process.
- Online “False Alarm Academy” that educates the community on the issue and provides strategies to reduce false alarms.
- Provides and manages a “Citizen Outreach Plan” to create public awareness of the program through newspaper announcements, water bill inserts and website content.

In the end, PMAM is a company that administers programs throughout the United States. There is a reasonable expectation that they will make a profit from their endeavors. However, I believe there is a strong return on that profit to our community in terms of the

above items, and an increased ability for our Police Department to provide better service to every business.

All businesses in Colerain suffer by the lack of a properly administered false alarm resolution process. I believe it is reasonable (as do almost every other jurisdiction that have this type of resolution/ordinance) to require a registration fee.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Authorize the Administrator to Sign Information Exchange Agreement with Hamilton County Sheriff
Recommend approval of a motion to authorize Township Administrator to Sign Information Exchange Agreement with Hamilton County Sheriff.

Rationale:

The Sheriff has maintained the Central Warrants function for the entire County for decades. There are new recertification requirements for all users and this is an updated agreement that allows the Police Department to continue to use this service.



MARK A. SCHOONOVER
CHIEF DEPUTY

JIM NEIL
SHERIFF
HAMILTON COUNTY, OHIO



JUSTICE CENTER
ROOM 110
1000 SYCAMORE STREET
CINCINNATI, OHIO 45202-1336
(513) 946-6400
FAX: (513) 946-6402

August 26, 2019

Dear Chief:

As many of you are aware RCIC is beginning to transition from the manual re-certification test to the preferred method by LEADS. Part of this transition is making sure that agencies have Information Exchange and Management Control Agreements. The Hamilton County Sheriff's Office since the mid-eighties has operated the Central Warrant Processing Unit; providing confirmation of warrants and capiases issued by the various courts of Hamilton County. Therefore, for the Sheriff's Office to remain in compliance with the expectations and mandates from LEADS, every agency within Hamilton County must have a signed agreement with the Sheriff's Office. This requires that every agency must sign and return the enclosed Information Exchange agreement and the original agreement will be maintained by the Sheriff's Office for audit and inspection.

This document was reviewed and approved by the Hamilton County Prosecutor who serves as legal counsel for the Sheriff's Office. Your cooperation in getting this document back to the Sheriff's Office by the deadline of September 16th, 2019 is greatly appreciated.

If you should have any questions please don't hesitate to ask.

By: Karen A. Giblin
Director, Office Manager, TAC
Hamilton County Sheriff's Office

For: Sheriff Jim Neil
Sheriff, Hamilton County

MAJOR CHRIS KETTEMAN
ENFORCEMENT DIVISION
PHONE: 825-1500
FAX: 595-8517

MAJOR EARL PRICE
SPECIAL SERVICES DIVISION
PHONE: 825-1500
FAX: 595-8517

MAJOR WILLIAM RARRICK
INVESTIGATIONS DIVISION
PHONE: 946-6400
FAX: 946-6402

KEVIN HORN
SHERIFF'S FISCAL OFFICER
PHONE: 946-6407
FAX: 946-6816

MAJOR WALTER HENDRICK
COURT SERVICES DIVISION
PHONE: 946-5320
FAX: 946-5321

STEPHEN LAWSON & KEVIN DINKELACKER
IN HOUSE COUNSEL FAX: 946-6816
PHONE: 946-6400
FAX: 946-6402

MAJOR DAVID TURNER
JAIL SERVICES DIVISION
PHONE: 946-8600
FAX: 946-6616

DAVID DAUGHERTY
PUBLIC INFORMATION OFFICER
PHONE: 946-6439
FAX: 946-6402

INFORMATION EXCHANGE AGREEMENT FOR CRIMINAL JUSTICE INFORMATION

This Information Exchange Agreement ("Agreement") is entered into this _____, day of _____ (the "Effective Date") by and between the Hamilton County Sheriff's Office ("Providing Agency") with an address of 1000 Sycamore St. #100, Cincinnati, OH 45202 and _____ ("Receiving Agency") with an address of _____ (hereinafter, the "Parties").

WHEREAS, Providing Agency is a criminal justice agency authorized to participate in the Law Enforcement Automated Data System ("LEADS") and/or the National Crime Information Center ("NCIC");

WHEREAS, Receiving Agency is an authorized recipient, as defined by the LEADS Security Policy, of criminal justice information ("CJI"), which includes criminal history record information ("CHRI") obtained from LEADS/NCIC;

WHEREAS, O.A.C 4501:2-10-06 requires agencies to enter into information exchange agreements to share or give access to CJI obtained through LEADS;

WHEREAS, pursuant to O.A.C 4501:2-10-06, the Parties wish to enter into an information exchange agreement, under which the Receiving Agency will have access to CJI from Providing Agency;

NOW THEREFORE, the Parties set forth the following responsibilities with regard to the storage, exchange, and use of CJI accessible via the LEADS system or otherwise and shared pursuant to this Agreement:

A. Providing Agency's Duties: Providing Agency will provide Receiving Agency such CJI as Receiving Agency, by its nature and function, is qualified to receive, in a format which is appropriate based on the intended use of the CJI.

B. Receiving Agency's Duties:

1. Receiving Agency shall comply with all applicable laws, rules, regulations, user agreements, and policies related to the access, collection, storage, use, dissemination and release of CJI from LEADS obtained pursuant to this Agreement, including but not limited to:
 - a. O.A.C. Sections 4501:2-10-01 to 4501:2-10-12 and 4501:2-10-14;
 - b. O.R.C. Sections 5503.10, 2953 (requirements for sealing of criminal records) and 2913.04(C);
 - c. The LEADS and NCIC Operating Manuals;
 - d. The FBI CJIS and LEADS Security Policies; and
 - e. Any other applicable federal and state laws and regulations.
2. Receiving Agency shall meet or exceed all applicable security requirements, including but not limited to:
 - a. Access and use CJI for approved purposes only;
 - b. Maintain a log or other auditable record of any secondary dissemination of CJI;
 - c. Limit access to CJI to authorized employees;
 - d. Preventing unauthorized non-criminal justice personnel or personnel not under the management control of Receiving Agency from accessing CJI;
 - e. Implement audit and accountability controls to increase the probability of authorized users conforming to a prescribed pattern of behavior;
 - f. Prohibit and prevent dissemination of CJI via unsecure electronic modes of communication;
 - g. Timely investigate alleged violations of LEADS rules and take appropriate administrative and/or criminal action when applicable and notify the LEADS CSO in writing as soon as possible;
 - h. Ensure every individual within the scope of Receiving Agency's authority with access or exposure to CJI completes the required training before being provided access, and continues the ongoing LEADS

training requirements.

3. Receiving Agency shall maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement.
4. Non-Criminal Justice Agency ("NCJA") as Receiving Agency – Management Control Agreement.
 - a. When Receiving Agency is a non-criminal justice agency providing services for the administration of criminal justice, this Agreement shall act as a management control agreement pursuant to Section 5.1 of the LEADS Security Policy. Management control agreements are required when Receiving Agency is a NCJA providing services to Providing Agency.
 - b. Where Receiving Agency is a non-governmental NCJA (i.e. a private contractor), Receiving Agency shall execute the CJIS Security Addendum attached as Appendix H to the LEADS Security Policy.
 - c. In all cases, management control of the criminal justice function remains solely with Providing Agency. Management control includes the authority to set, maintain, and enforce: (1) priorities, (2) standards for selection, supervision, and termination of personnel, and (3) policy governing the operation of computer circuits and telecommunications terminals used to access LEADS.
- C. Acknowledgment of Responsibility. Providing Agency shall not be responsible for the acts and omissions of Receiving Agency. Receiving Agency will assume all risk and liability to itself, its agents, or its employees resulting in any manner from conduct of its own operations and the operations of its agent or employees with regard to the access, use, dissemination, and release of CJI obtained pursuant to this Agreement.
- D. Term. Unless otherwise terminated as provided herein, this Agreement shall terminate four years after the Effective Date.
- E. Termination. Either Party of this Agreement may terminate the Agreement at any time for any reason, provided, however, that the terminating Party shall provide at least 30 days written notice of termination to the other Party, except that Providing Agency may terminate this Agreement immediately, without notice, if it has reason to believe Receiving Agency has failed to comply with any applicable law, rule, regulation, or policy. Upon termination of this Agreement, Receiving Agency will immediately destroy any CJI obtained pursuant to this Agreement when requested by Providing Agency.
- F. Amendment. This Agreement may be amended in writing signed by an authorized representative of each Party.
- G. Execution. This Agreement may be executed in multiple counterparts, each of which shall be recognized as an original signature.
- H. Jurisdiction and Venue. This Agreement is governed by the laws of the State of Ohio and any dispute regarding the Agreement shall be determined by the courts located in Hamilton County, Ohio.

IN WITNESS WHEREOF, the Parties execute this Information Exchange Agreement.

PROVIDING AGENCY

RECEIVING AGENCY

Print: _____

Title: _____

Print: _____

Title: _____

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Approve a Permit to Temporarily Suspend Township Noise Resolution

Rationale:



PERMIT VALID DATE AND TIME (to and from):

1900-2400 hrs

9-29-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/29 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800 hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 11

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900-2400 hrs

9-22-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/22/19 BLUES FEST

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800 hrs

By: JEFF WEICKBACH

Number of issued permits in calendar year: Residential _____ Business 10

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900 - 2700 h15

9-28-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/28/19 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800

By: Jeff Weickbach

Number of issued permits in calendar year: Residential _____ Business 9

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900-2400 hrs

9-27-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/27/19 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800 hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 8

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



PERMIT VALID DATE AND TIME (to and from):

1900-2400 hrs

9-21-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/21/19 Dallas Moore Band Local and National Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800 hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 7

To be placed on Trustee agenda for meeting: 9/27/19 / (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225th ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900-2400hrs

9-20-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/20/19 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 6

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1800 - 2400 hrs

9-14-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/14/19 1/2 way to St Paddy's Day Festival
Featuring Local Artists.

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800hrs

By: JEFF Weckbach

Number of issued permits in calendar year: Residential _____ Business 5

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900-2400hrs

9-13-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/13/19 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 4

To be placed on Trustee agenda for meeting: 8/27/19 / (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COPIED



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1500 - 2300 hrs
9-7-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 9/7/19 Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19/0800 hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 3

To be placed on Trustee agenda for meeting: 9/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insco

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225th ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1900-2400 hrs
9-6-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

9/6/19

Type of event: Local Band

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-19 / 0800 hrs

By: JEFF Weckbach

Number of issued permits in calendar year: Residential _____ Business 2

To be placed on Trustee agenda for meeting: 8/27/19 / (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

1600-2400hrs

8-31-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 8/31/19 WEDDING

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-2019/0800hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 1

To be placed on Trustee agenda for meeting: 8/27/19/ (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN



PERMIT VALID DATE AND TIME (to and from):

1900 - 2400 hrs

8-30-19

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

Application for Noise Resolution Permit

Name of applicant: Club Trio Lounge

Address where event will be held: 5744 Springdale Road, Cincinnati, Ohio 45247

Type of event: 8/30/19 Support Local Musicians

Contact number for permit holder: 513-602-6986

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 8-22-2019 / 0800 hrs

By: Jeff Weckbach

Number of issued permits in calendar year: Residential _____ Business 0

To be placed on Trustee agenda for meeting: 8/27/19 / (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Greg Insko

Attest: _____

Heather Harlow, Clerk

COLERAIN

PUBLIC SERVICES

Department: Public Services

Department Head: Kevin Schwartzhoff, Public Services Director

Resolution Authorizing the Township Administrator to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program

Recommend the Board of Trustees support Hamilton County request for financial assistance from Ohio Public Works Commission for road improvements.

Rationale:

Road improvements will be for roads within Colerain Township and will benefit Township residents. The County Engineer has requested Township support for applications for improvements to:

1. Adams Road
2. East Miami River Road
3. Harrison Avenue
4. Hubble Road

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the 27th 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 AUTHORIZING THE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, Colerain Township is planning to make capital improvements to certain roadways within the Township, including but not necessarily limited to Adams Road, East Miami River Road, Harrison Avenue and Hubble Road; and

WHEREAS, said infrastructure improvements are considered to be a priority need for the Township and constitute a qualified project under the Ohio Public Works Commission (OPWC) programs; and

WHEREAS, the Township's participation in the OPWC programs includes an application for grant funds and other financial assistance including but not limited to loans; and

WHEREAS, the Administration of Public Services and Sewers Committee met to consider participation in the OPWC programs and application for loans and other financial assistance, and recommended approval to the Board.

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

1. That the Board hereby authorizes and directs the Administrator to apply to the OPWC State Capital Improvement Program and the Local Transportation Improvement Program for grant funds and other financial assistance, including but not limited to loans, to assist the Township in performing roadway improvements.
2. That the Administrator is hereby authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance pertaining to the OPWC programs and other financial assistance such as loans to fund street improvements.

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.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this ____ day of 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

PLANNING & ZONING

Department: Planning & Zoning

Department Head:

Motion to Establish Sidewalk Maintenance Program Guidelines

Recommend adoption of a motion to Establish a Sidewalk Maintenance Program and associated Guidelines.

Rationale:

The Township frequently receive feedback from residents – particularly those who use strollers and wheelchairs – that there are many places in our community with bad sidewalks. As you know, in Colerain Township, maintenance of sidewalks is the responsibility of the adjacent property owner. One of our strategic initiatives this year was to establish a sidewalk maintenance program. This initiative was headed up by our Code Enforcement Officer, Chris Cavallaro. The proposed sidewalk maintenance program is outlined in the attached memo and guidelines.

The overall sidewalk maintenance program will take a minimum of six months from start date to completion, due to the number of public hearings and other steps defined by the Ohio Revised Code.

2020 Sidewalk Maintenance Program – Guidelines/SOP

1. Colerain Township will inspect certain residential streets for sidewalk maintenance issues.
2. Colerain Township will send a letter to all residents with sidewalk maintenance issues that need to be addressed. The letter will provide residents with the opportunity to complete the sidewalk repair themselves or to allow the Township to perform the work.
 - a. Residents will have 60 days to respond to the letter. A lack of response will indicate that the Township will perform the repair.
 - i. Residents will be expected to have completed the sidewalk repair prior to an award of a final contract.
 - b. Attached to the letter will be a copy of ORC 5543.10 and a “FAQ” document for reference.
3. The Township will then request the Trustees to issue an RFP for sidewalk repairs and to request notice of a public hearing for the sidewalk repairs.
 - a. The public hearing will be advertised for three consecutive weeks in a newspaper.
4. The Township will hold a public hearing regarding the sidewalk repairs at a regularly scheduled Board of Trustee meeting.
5. At the conclusion of the public hearing, the Trustees will be presented with a resolution authorizing the award of the RFP to the lowest and most qualified bidder.
6. The construction company will have 90 days to perform the repair work.
7. The Township will inspect the repair work to ensure that all sidewalk deficiencies have been corrected.
8. The Board of Trustees will then legislate a public hearing notice for a sidewalk assessment.
 - a. The public hearing will be advertised for two consecutive weeks in a newspaper.
9. The Board of Trustees will hold a public hearing notice regarding the assessment.
 - a. At the conclusion of the public hearing, the Board of Trustees will be presented with a resolution adopting the sidewalk assessment.
10. Any assessment adopted by resolution shall be forwarded to the County Auditor for collection in the following fiscal year. This collection will then allow the Township to perform the next year’s sidewalk maintenance.



MEMORANDUM

To: Geoff Milz, Township Administrator
CC: Jeff Weckbach, Assistant Township Administrator
From: Chris Cavallaro, Code Enforcement Officer
Subject: Sidewalk Maintenance Program
Date: August 2, 2019

BACKGROUND

Historically, sidewalks along Colerain Township streets have been maintained by the adjacent property owner. Any defects or maintenance issues with the sidewalks (or driveway aprons) are considered property maintenance violations under the Township's Property Maintenance Code and are to be corrected by property owners.

Understanding that a number of sidewalks throughout the Township have not been inspected in some time, the Township hired Gregg Flammer as an independent contractor to inspect sidewalks in a couple of Township neighborhoods. Mr. Flammer is a sidewalk inspector for Hamilton County and used their guidelines for determining which sidewalk blocks and/or driveway aprons would need to be repair. He also marked all areas that need correction with paint.

The purpose of this proposal is to establish a sidewalk repair and maintenance program for Colerain Township, rather than following our typical Housing Court process. Sidewalk maintenance programs exist in a number of other local jurisdictions, including nearby Delhi Township (which has been in existence since 2010).

These programs typically follow the below steps:

1. The jurisdiction inspects sidewalks within a set boundary and marks sidewalks with defects
2. The jurisdiction then sends a letter to the property owner, allowing the property owner to either correct the sidewalk themselves or to have the jurisdiction perform the repair on their behalf
3. If the resident corrects the issue, the jurisdiction will conduct a follow up inspection to verify the work has been properly done
4. If the resident does not correct the issue, does not respond to the notification, or opts to have the work completed by the jurisdiction, then the jurisdiction will repair the sidewalk directly
5. After the work is completed by the jurisdiction, the jurisdiction will typically issue a multi-year property tax assessment on the property owner to recoup the costs of the sidewalk repairs

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

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

ANALYSIS

Ohio Revised Code section 5543.10 outlines the responsibility for sidewalk construction, repair, and maintenance. Per this section, the Township is able to perform this work and then assess the total costs of the work onto the property owner's property tax bill. There is a public hearing process that must be followed prior to an assessment being placed on the property tax bill and prior to construction.

After review of several comparable sidewalk maintenance programs, and the Ohio Revised Code, it appears that the best path forward would be for the Township to follow the below outlined process. Colerain Township currently has \$150,000 in Community Development Block Grant (CDBG) funding available to complete an initial round of sidewalk repairs.

The inspection noted that 11,432 square feet of sidewalk and 5,800 square feet of driveway aprons are in need of repair. To make all of these repairs, it would cost nearly \$247,048.

RECOMMENDATION

Given the length of time required to properly notify residents, prepare and issue bid documents, award a contract, perform the work, and issue an assessment, the Township will not be able to complete the program in 2019 (as the full process will take over 200 days). Therefore, it is recommended that the Township establish the program and perform the first repairs as soon as possible in 2020. The program should initially be sized to cost \$150,000 and all property tax assessments should be limited to a five-year payback. Then, the Township can utilize the initial \$30,000 received in payback year one to perform repairs for year two of the program.

It is also recommended that the Township utilize the remainder of 2019 to finalize the following documents so that they can be released as soon as approved by the Trustees:

- Resident information letter (draft attached to this document)
- Bid documents

Date	Action	Period of Time
09/13/2019	Resident initial notification letter	60 days
11/12/2019	RFP/Bid Legislated	Minimum two weeks
11/12/2019	Public Hearing notice legislated by Trustees for construction	Same day as RFP
11/16/2019	Public Hearing in newspaper (1 of 3)	7 days
11/23/2019	Public Hearing in newspaper (2 of 3)	7 days
11/30/2019	Public Hearing in newspaper (3 of 3)	7 days
12/10/2019	Public Hearing #1	10 days
12/10/2019	RFP/Bid Awarded by Trustees	Same day as PH1
03/09/2020	Repair work conducted	90 days
03/10/2020	Public Hearing notice legislated by Trustees for assessment	
03/28/2020	Public Hearing in newspaper (1 of 2)	7 days
04/04/2020	Public Hearing in newspaper (2 of 2)	7 days
04/14/2020	Public Hearing #2	10 days
04/14/2020	Assessment Legislated	Same day as PH2
04/15/2020	Assessment sent to Auditor	Next day

NEXT
STEPS/DRAFT
TIMELINE
(dates are not exact, but included as a general reference)



NAME NAME

ADDRESS

Cincinnati, OH ZIP CODE

Re: Sidewalk Maintenance: PARCEL ID
ADDRESS

Dear Property Owner,

During the Spring of 2019 an inspection was made of sidewalks along various Colerain Township Roads. Any deficiencies were marked with **white paint** on the block of sidewalk in question. Your property, as listed above, was involved in this process and the review indicates that replacement work will need to be performed at your property.

The Township noted XXXX feet of driveway and XXXX feet of sidewalk repair that would need to be completed. It is estimated that this will cost XXXX dollars.

In accordance with ORC 5543.10, it is the intent of the Board of Trustees of Colerain Township to prepare and execute a construction contract, which will include replacement of sidewalks as marked and to bill the costs of the work to the property owner(s).

Please be advised that these sidewalk repairs are mandatory, and property owners have a choice as to how the repair/maintenance will be billed/paid.

Colerain Township

- Colerain Township will perform all work on marked sidewalks. The cost of repair/maintenance will be assessed to the property taxes over a period of five (5) years to recoup the repair costs.

Property Owner

- As the property owner, you are able to hire an outside service to conduct the repair of your sidewalk(s). Please submit a signed contract with a start date and proposed timeline of the repair(s) before DEADLINE. All required permits must be obtained before work can begin.

For additional information, you can contact the Planning & Zoning Department at 513-385-7505 or visit our office located at 4200 Springdale Ave., Cincinnati, OH 45251.

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

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

COLERAIN

PLANNING & ZONING

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Adopt Northbrook Now: Strategic Reinvestment Plan

Recommend approval of a motion to adopt the Northbrook Now: Strategic Reinvestment Plan.

Rationale:

This report was developed to provide direction to A Greater Northbrook, Colerain Township, and the rest of the community. It is a guide mapping steps on a path to revitalization through placemaking, housing rehab, and branding strategies.

N O R T H B R O O K N O W



A C O M M U N I T Y R E - I N V E S T M E N T P L A N



**A u g u s t
2 0 1 9**

TABLE OF CONTENTS

PART 1: ANALYSIS	4
INTRODUCTION	5
PUBLIC ENGAGEMENT	8
DEMOGRAPHICS	9
HOUSING	11
PROPERTY TRANSFERS	12
MARKET TRENDS	14
NORTHBROOK VACANCIES	16
CONSOLIDATED PROPERTY OWNERSHIP	18
PUBLIC PROPERTY OWNERSHIP	20
PROPERTY OWNERSHIP BY YEAR	21
ZONING	23
TRAFFIC + TRANSPORTATION	24
BUS STOPS + ROUTES	25
PART 2: RECOMMENDATIONS	26
HOW TO IMPLEMENT THIS REPORT	28
HOUSING AND REAL ESTATE	32
A WAY FORWARD: HOUSING	33
CASE STUDY: SUBURBAN HOUSING RETROFITS	34
PROVIDE INVESTMENT INCENTIVES	39
PLACEMAKING	43
INTRODUCTION	44
ioby	45
ACTIVATION IDEAS	46
SMALL SCALE ACTIVATION AND PLACEMAKING	49
CASE STUDIES: ACTIVATING VOIDS	50
TRAFFIC AND CONNECTIVITY	57
APPENDIX	63

PART 1

Analysis

INTRODUCTION

Northbrook is a tight-knit community in Colerain Township, located 13 miles north of downtown Cincinnati. The City of Mt. Healthy is to the east, Northgate to the north and west and Groesbeck to the south.

According to the 2010 U.S. Census, the population of Northbrook is just under 11,000, almost double the size of neighboring Mt. Healthy. Northbrook is 1.9 square miles, making population density approximately 5,500 people per sq/mi.

Northbrook is not an incorporated municipality but is a census-designated place (CDP). For decades what is now Northbrook was woodlands, farms, and pastures. In the 1940s



Former Mt. Healthy Airport

a small airfield was located near the site of the Northbrook Shopping Plaza. By the 1960s, however, the area was booming, as increasing numbers relocated to suburbia. Fueled by the Servicemen's Readjustment Act and FHA backed 30-year mortgages, thousands of families embraced the chance to move from the central city and own a home with a small yard.

Inspired by the wood frame construction of houses in such communities like Levittown, NY, developers created a newly efficient single-story housing product. With an average size of 900-1200 square feet construction of thousands of homes along Compton and Pippin Roads occurred in a decade. This typology offered few frills such as basements or porches, but what it lacked in detail, it made up for in brawn. These homes are still hailed as sturdier than many of those built today.



Aerial 3D View of Northbrook (via Google)

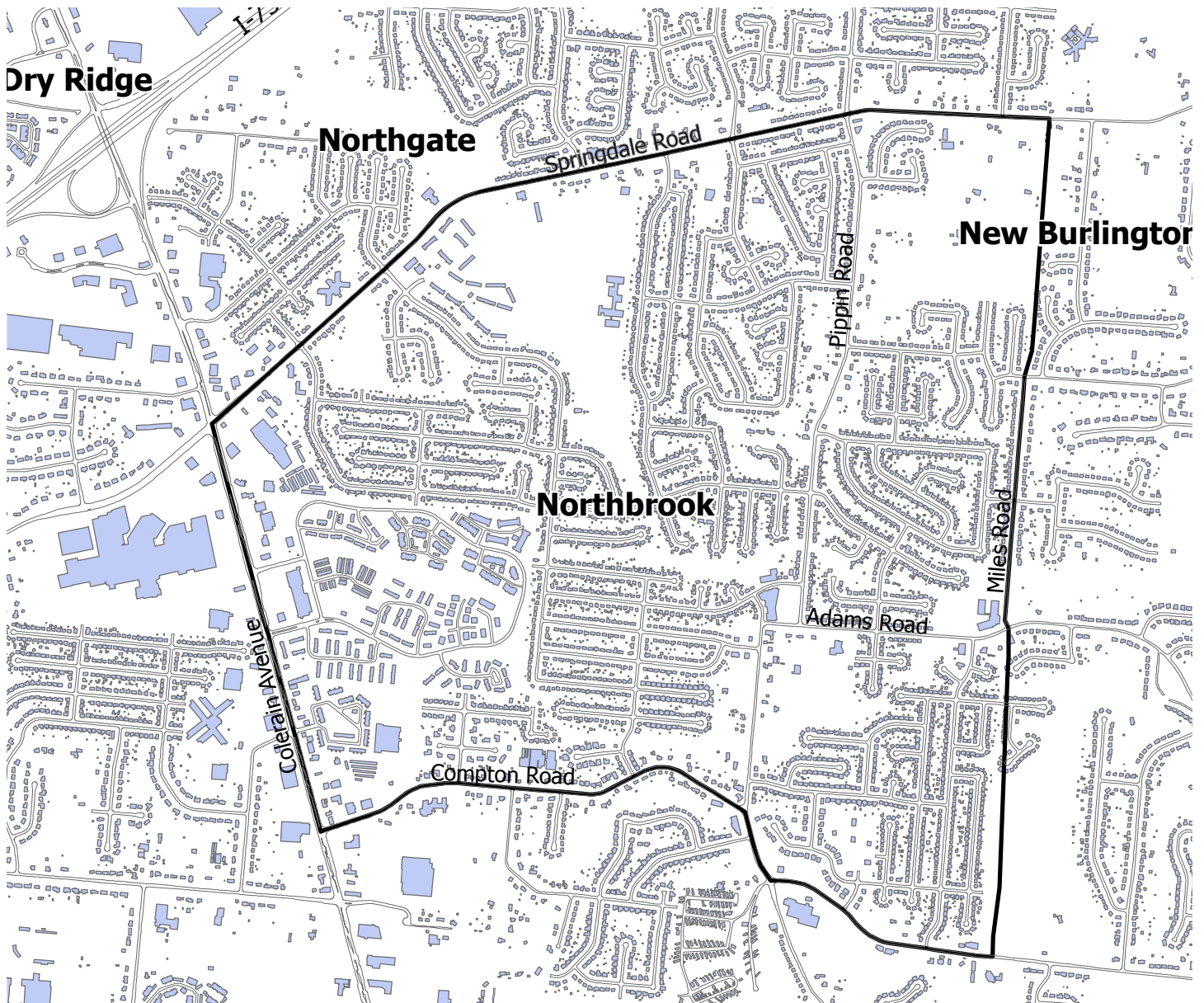
Over time Northbrook grew to 4,311 households.

Northbrook has had a slight population decline in recent years, a deficit, but also an opportunity for growth and revitalization.

The community has also, latterly, developed an energetic and focused leadership group, represented in such initiatives as the formation of A Greater Northbrook and regular posting to a lively and informative Facebook page.

In 2018, A Greater Northbrook began the process of becoming a Community Housing Development Organization (CHDO) to receive HUD funds for affordable housing projects. While challenges remain including the hiring of full-time staff, A Greater Northbrook can and should continue to work with Hamilton County Community Development to complete the process.

This report was developed to provide direction to A Greater Northbrook, Colerain Township, and the rest of the community. It is a guide mapping steps on a path to revitalization through placemaking, housing rehab, and branding strategies.



QUICK FACTS

Size: **1.9 sq/mi.**

Population: **10,668**

Median age: **33.6**

Median Household Income: **\$43,875**

Unemployment rate: **4.5%**

Average home price: **\$71,500**

Average commute time: **19.2 minutes**

PUBLIC ENGAGEMENT

Public engagement session conducted September 17, 2018.

Community members in attendance: 54

Urban Fast Forward distributed a map of Northbrook and initiated discussion centered on perceived opportunities, threats, strengths, and weaknesses.

ASSETS

- 1 Friendly and caring neighbors
- 2 Parks
- 3 Community pride

CHALLENGES

- 1 Crime
- 2 Drug use
- 3 Run down rental properties



OPPORTUNITIES

- 1 Relationship with the township
- 2 Good police force
- 3 Proximity to shopping

Additional positive responses:

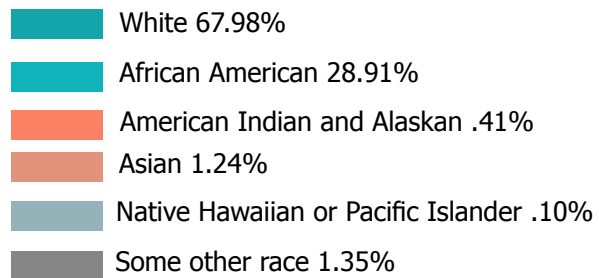
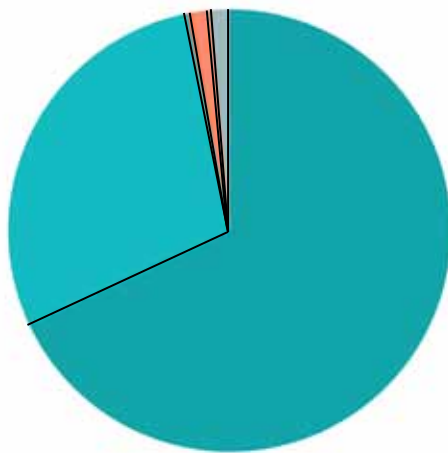
Location, vacant lots, communication, metro access, the Veterans Memorial.

Additional negative responses:

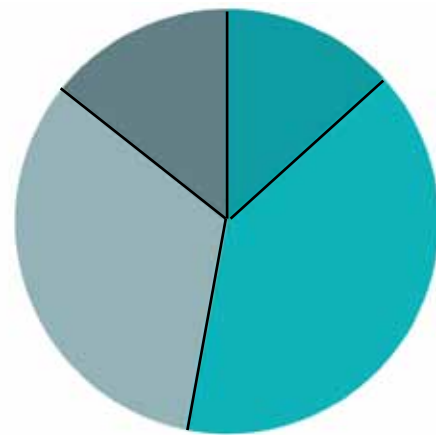
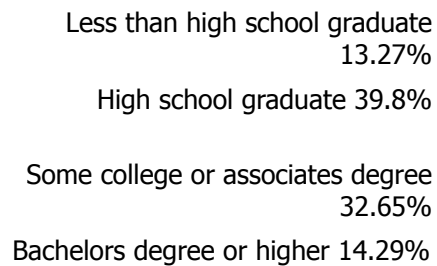
Absentee landlords, no children's center, low to no homeownership opportunity.

DEMOGRAPHICS

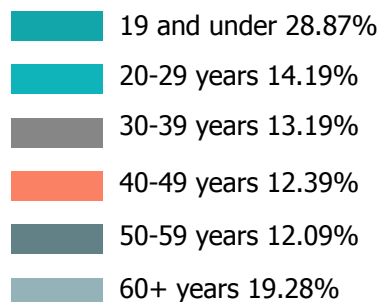
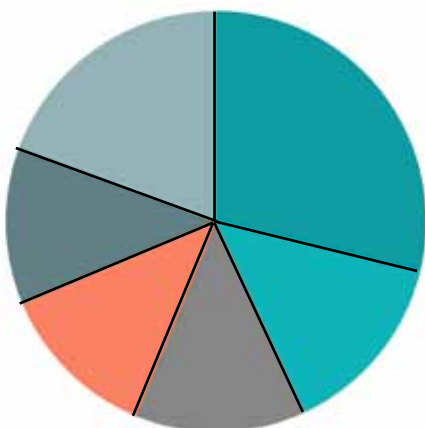
RACIAL MAKEUP



EDUCATIONAL ATTAINMENT



AGE RANGE

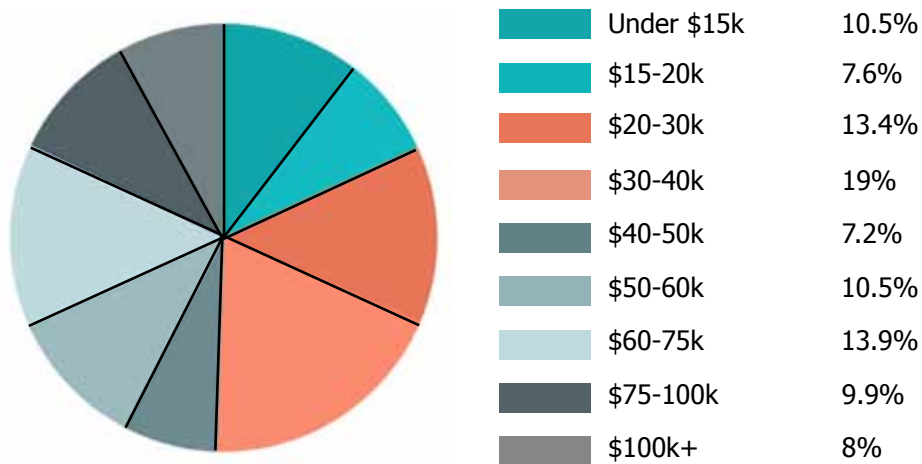


DEMOGRAPHICS

As the chart on the previous page indicates, the racial breakdown of the area is about two-thirds white, one-third African American, and less than 5% other races.

In 2010, the average age of a resident in Northbrook was 33.6 years, according to the census. About 1/3 of the population is 19 years or under, indicating a robust family community. Nearly half of the population is of working age, with only 19.28% 60 years or older.

AVERAGE INCOME



A 39.8% majority of residents in Northbrook are High School graduates. 32.65% have an Associate's degree or some college, and 14.29% have a Bachelor's degree or higher.

According to the 2016 American Community Survey (ACS), the median income in Northbrook is \$43,875, a 6.9% increase from the 2015 median household income of \$40,830.

For comparison, the median income for the City of Cincinnati is \$60,260. 14.2% of Northbrook residents live at or below the poverty level.

Northbrook was voted #6 most diverse suburb in the Cincinnati area, and #19 most diverse suburb in Ohio, by the 2019 Best Places to Live survey conducted by niche.com.

QUICK FACTS

Northbrook Unemployment Rate: **4.5%**

U.S. Unemployment Rate: **5.2%**

Job growth in Northbrook: **1.3%**

Northbrook resident average yearly income: **\$18,723**

Cincinnati resident average yearly income: **\$38,938**

U.S. resident average yearly income: **\$28,555**

HOUSING

Urban Fast Forward analyzed property sales in Northbrook over the past three years, looking at all residential land uses.

Between 2015 and 2018 there were 450 property transfers with an average price of \$138,948. While a few transfers were of commercial parcels, these did not affect the median housing value of \$64,000. The analysis found that 50% of the properties sold hover around \$100,000, making this community one with very affordable single-family homes.

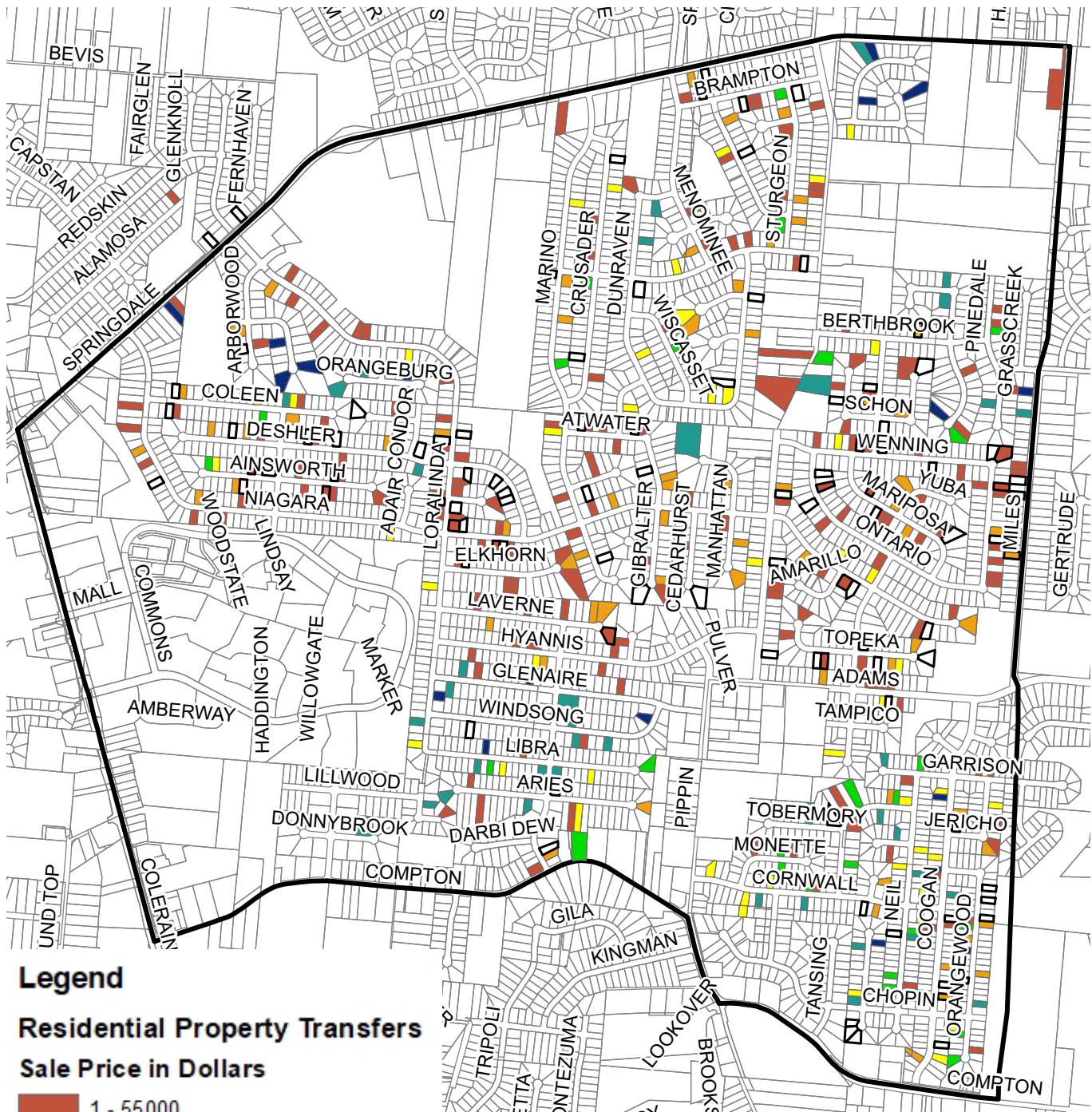


A Northbrook property for lease by a corporate landlord

By comparison, the average sale price for homes in Colerain Township is \$162,830, according to data provided by the Multiple Listing Service of Greater Cincinnati from 1/1/18 – 8/31/18. According to the Cincinnati Business Courier, the Township is ranked #25 for neighborhoods in Cincinnati. Number 24 on the list, is nearby White Oak, with an average sale price of \$167,569

Lower priced Northbrook properties are clustered in older parts of the community, especially in the Amarillo Court subdivision. Many of these older homes are lower value due, at least in part, to old fashioned styling and lack of area amenities. Younger buyers, who would invest in sweat equity upgrades, could be attracted by these lower prices. However, they also make the properties vulnerable to acquisition by Real Estate Investment Trusts (REIT's) and other landlord entities looking for bargains.

PROPERTY TRANSFERS



Valuation of property transfers in 2018

HOUSING

Renters make up about 1/3 of the Northbrook population. Comparatively 2/3s of the population in Cincinnati are renters. For Hamilton County, homeownership is 57.7%. The number of renters in Northbrook increased by 10% from 26.5% to 36.5% between 2010 and 2016. The median monthly payment for renters in Northbrook is \$939, according to the American Community Survey.

RENTER VS. HOMEOWNERSHIP



56% of all housing stock in Northbrook was built before 1970, totaling 2,447 out of 4,311 total households. At 1,181, over half of those housing units were built between 1960-1969 and 1,066 units were built between 1950-1959. Many of these have three bedrooms, ideally sized for families.

QUICK FACTS

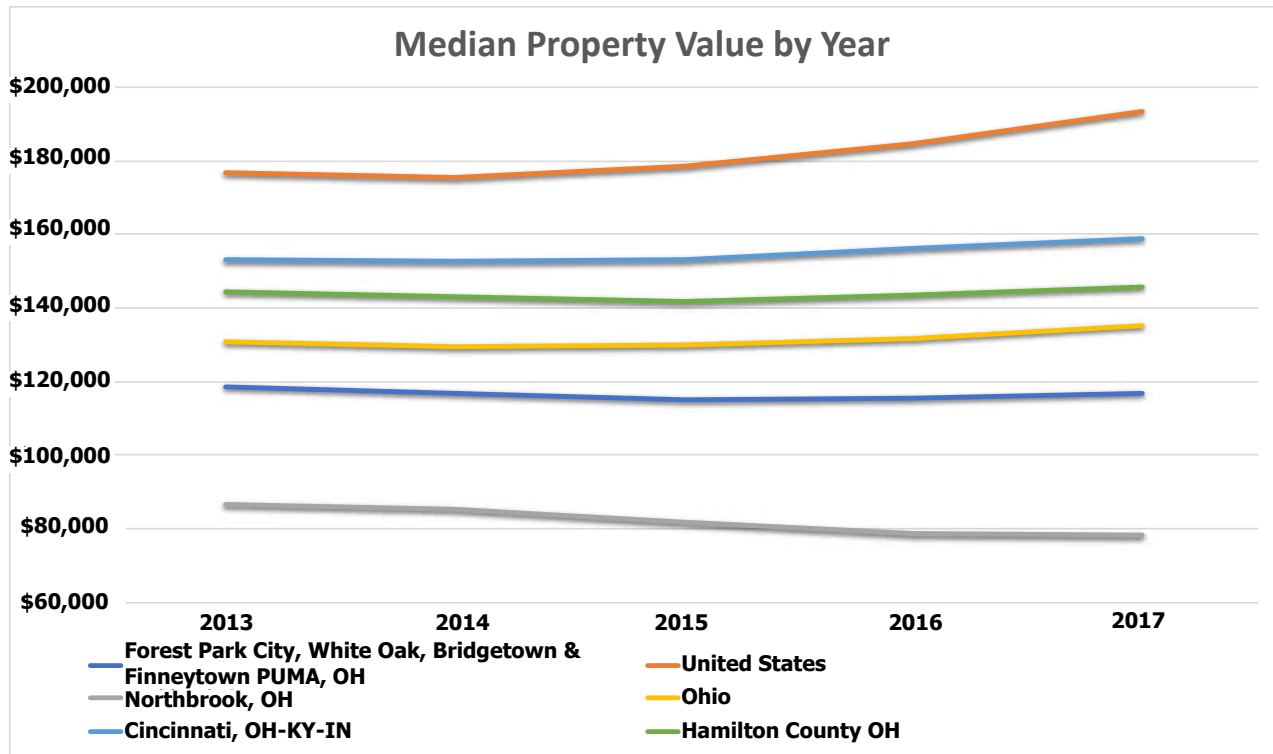
Renters make up **31.4%** of the Northbrook population

The vacancy rate is **6.6%**

Median home age in Northbrook is **46 years**

Median home cost in Northbrook is **\$71,500** compared to U.S. **\$216,200**

MARKET TRENDS



Comparative Median Housing Values by Year

The chart above shows median property values in Northbrook from the year 2013 through 2017. In that period, median property value declined cumulatively by \$7,900, or 9%.

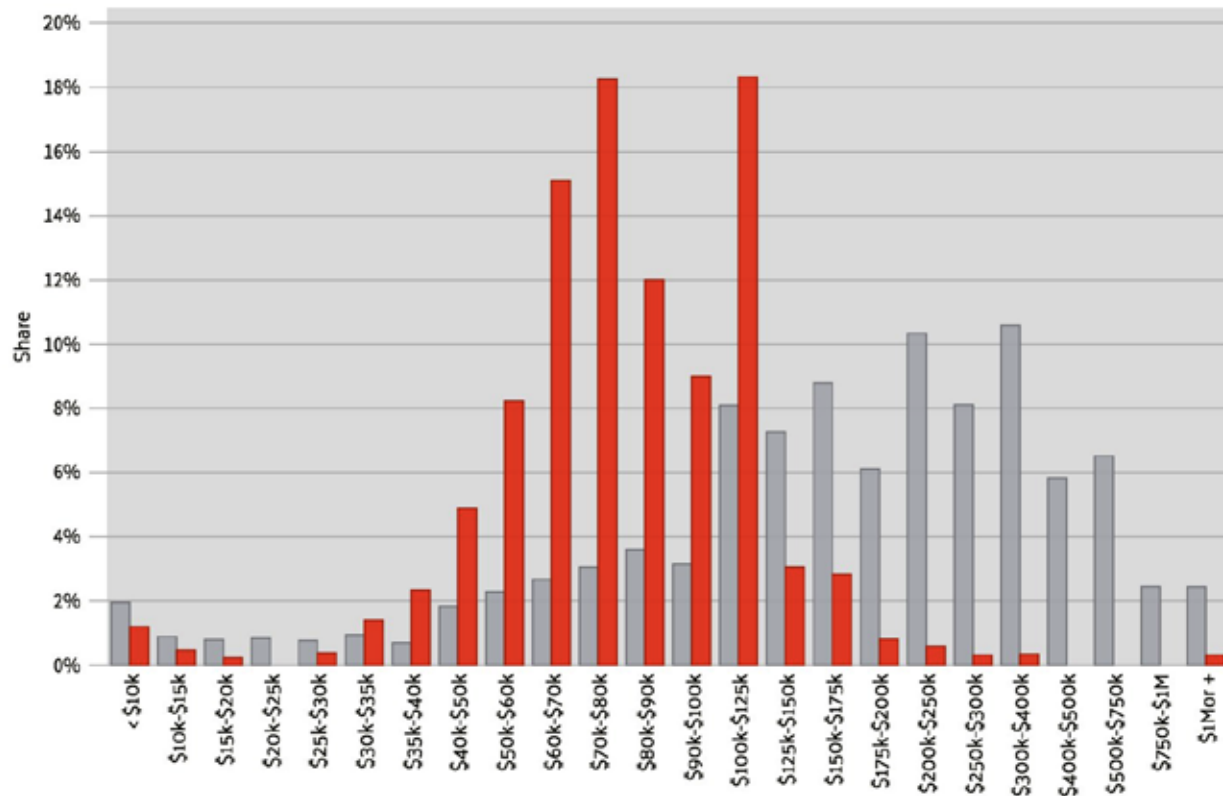
Year	Change	Percentage of Change
2013-2014	-1,400	1.62
2014-2015	-3,300	8.37
2015-2016	-3,200	3.91

Year-by-year change of median property values in Northbrook

Conversely, the median home value in the City of Cincinnati in 2017 was \$158,800. Between the years 2013 and 2017, value increased by \$5,400 or + 1.035%.

Property Value in Northbrook, Oh

Please note that the buckets used in this visualization were not evenly distributed by ACS when publishing the data.



Dataset: ACS 5-year Estimate
Source: Census Bureau

DATAUSA:

Chart data based on U.S. Census Bureau ACS 5-year Estimate. Chart by Data USA

The chart above displays owner-occupied property values in Northbrook in comparison to national housing values. It is arranged in different property buckets with each bucket constituting a share of the total owner-occupied housing. As is evident, a more significant percentage of household value in Northbrook skew towards \$70-\$80k, while the U.S. overall skews toward \$400k. Having housing values lower than the national average can be an opportunity for Northbrook, as rapidly rising prices are limiting ownership options in many communities.

Northbrook homes are in some cases old fashioned, especially in interior styling. However, the additional investment required to make them appealing to a contemporary buyer is modest when compared to the variant to national pricing cited here.

Even likened to similar homes in the Greater Cincinnati market, Northbrook remains remarkably affordable.

NORTHBROOK VACANCIES

Following is a map of all recorded vacancies in Northbrook. There are twenty-four confirmed vacant lots or buildings within the community. Most of these properties are single-family. There is one vacant parcel at 3390 Compton Road zoned Commercial, a gas station in the lower southwest corner of the community.

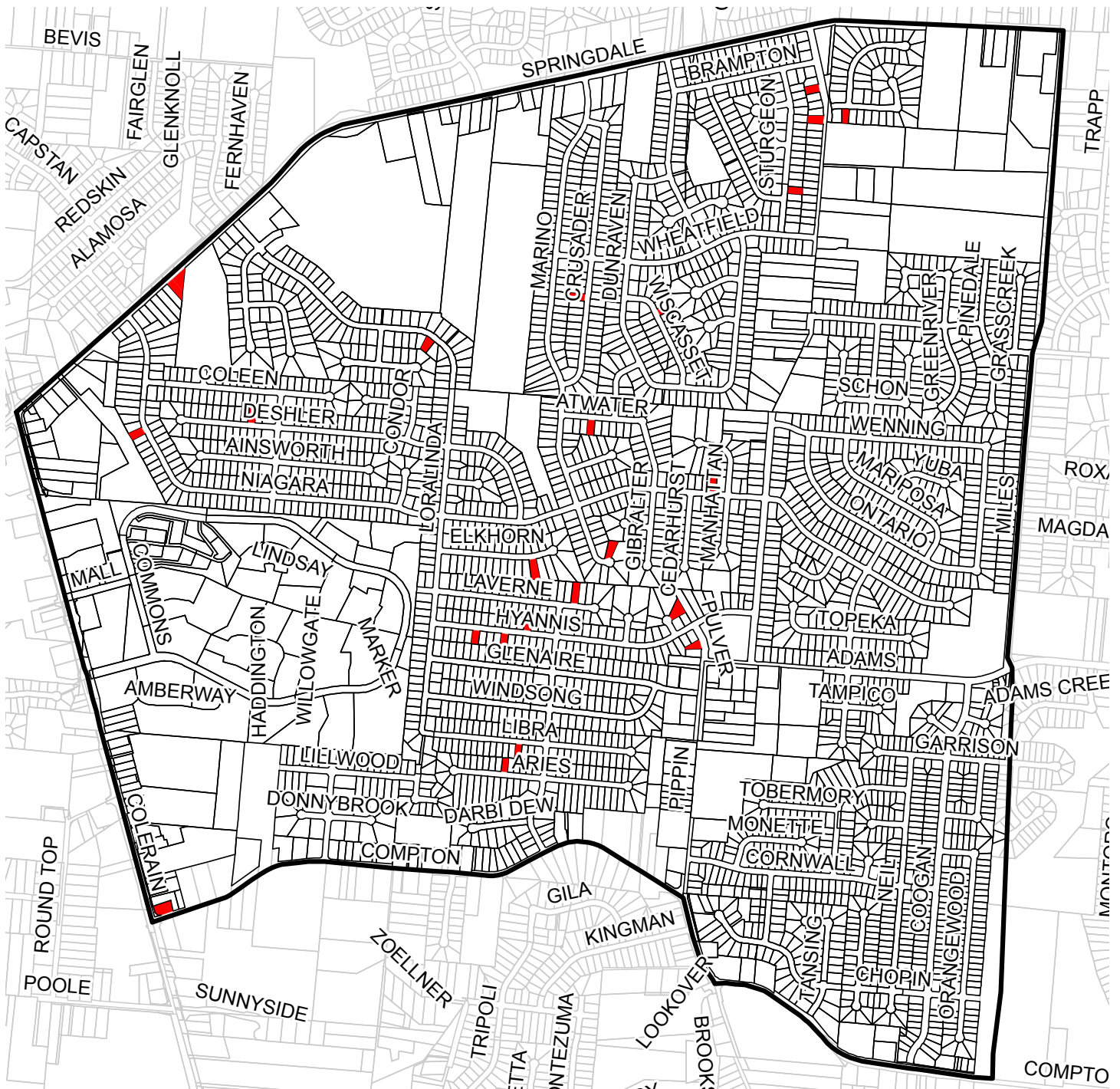
LISC Cincinnati gathered vacancy data through a collaboration with The Loveland Project. The methodology includes using anonymized data from the U.S. Postal Service, water shut-offs, and a vacancy list maintained by city officials to rank and map every potentially vacant property in Hamilton County.

It is important to note that vacancies can change over time. Properties previously abandoned may have found ownership, and, some may have become vacant in the time between when this data was gathered and today.



Real estate sign at Northbrook Shopping Plaza

NORTHBROOK VACANCIES (24 Total)



Data from LISC Cincinnati

CONSOLIDATED PROPERTY OWNERSHIP

On the next page is a map of the top five private property owners by land area.

Vinebrook owns 108 properties encompassing 21.98 acres or 2.1% of all Northbrook properties. There is no discernible pattern to their locations, but instead, they appear to have purchased low priced parcels as these became available.

Vinebrook, with allied entities, is the single largest owner in Northbrook.

Conrex Residential Property Group owns 25 properties amounting to 4.8 acres of total land.

Northbrook LLC owns six properties, 2.7 acres of land.

Kenneth Reckelhoff owns 25 properties under different entities. Total holdings amount to 4.92 acres of land.

Rex Residential Property Owner owns 18 properties, 3.5 acres of land.

These five owners hold a total of 181 properties comprising 38.73 acres of land, or 3.5% of the community.

Public Entities:

Hamilton County owns 24 properties, 2.75 acres of land, including parks and public facilities.

Colerain Township owns 33 properties, 41.92 acres of land, but the most substantial parcels are street right-of-way.

The State of Ohio owns 20 properties, .627 acres of land, mostly along Colerain Avenue.

Cincinnati Metropolitan Housing Authority owns 17 residential properties with 3.2 acres of land.

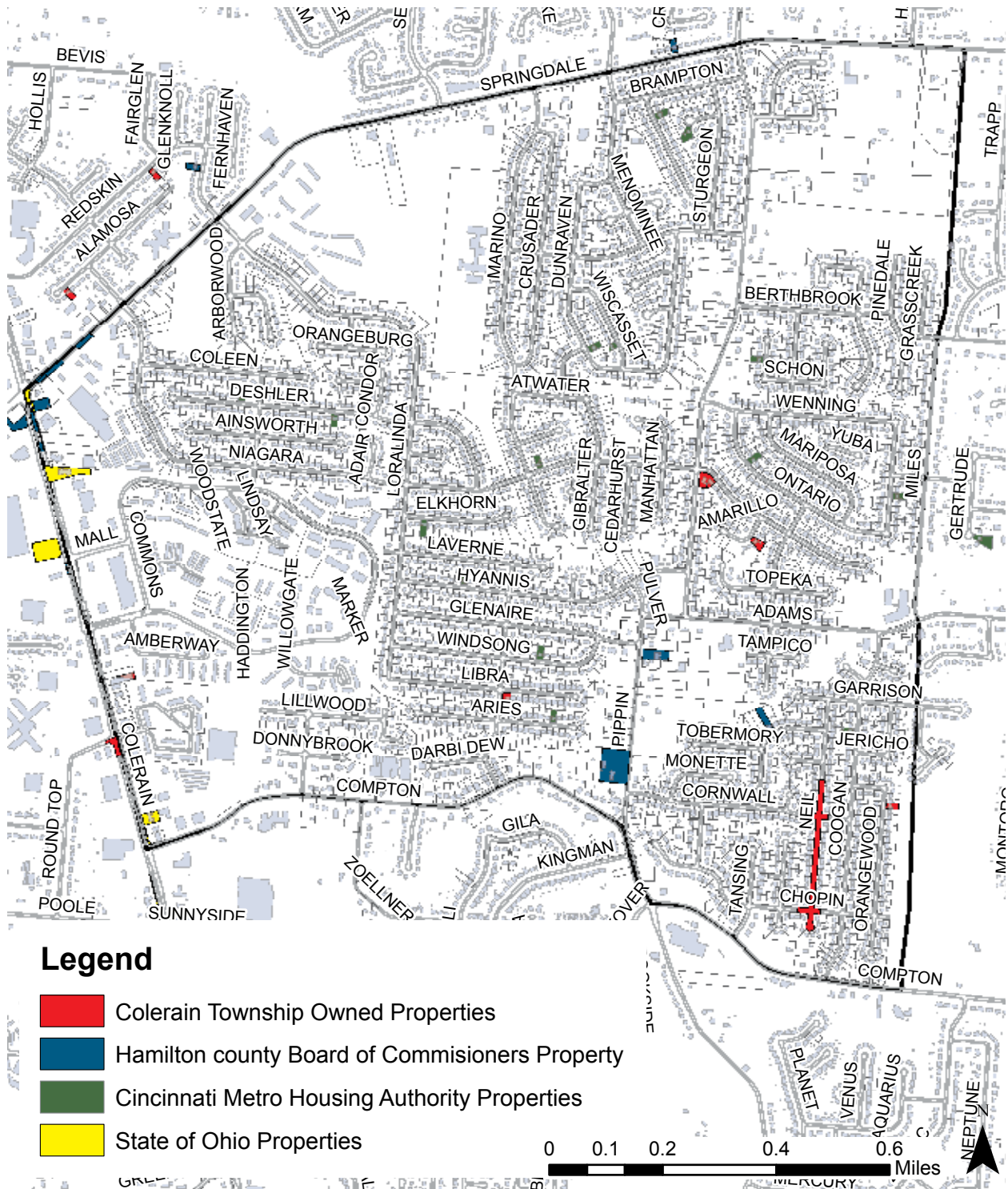
In total, public entities own 3% of the total acreage in Northbrook with 94 properties.

Legend

- Rex Residential Property Owner
- Vinebrook Properties
- Ken Reckelhoff Properties
- Northbrook LLC properties
- Conrex Residential Property Group

0 0.1 0.2 0.4 0.6 Miles

PUBLIC PROPERTY OWNERSHIP



PROPERTY OWNERSHIP BY YEAR

The map on the next page denotes acquisition dates back to 1965. Green and brown parcels were acquired before 1976. The original owners may still hold many of these homes.

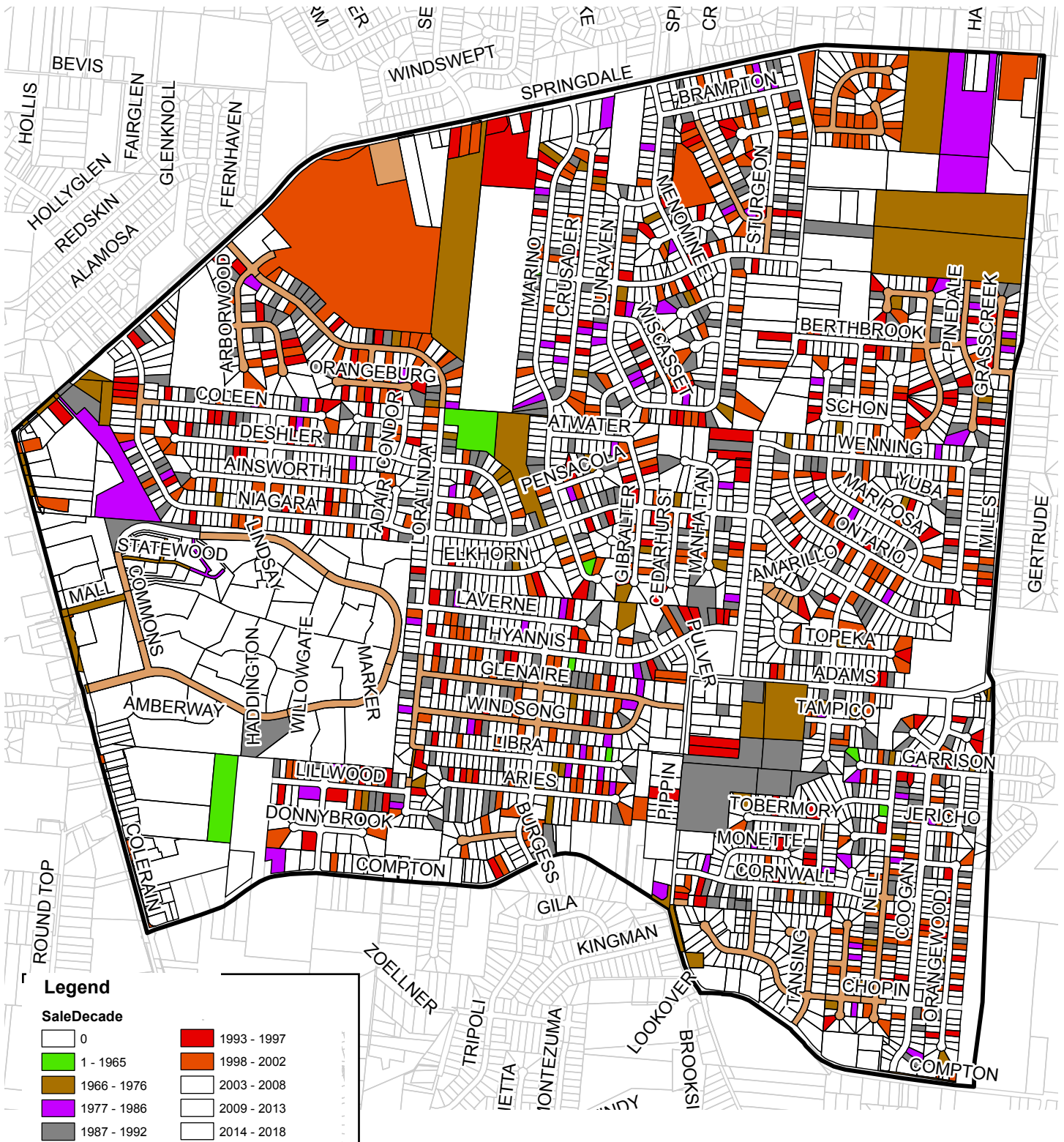
Long-term ownership indicates a strong dedication to Northbrook. However, these owners are also among the most likely future sellers in the community, possibly contemplating the prospect of moving within a few years. Factors such as potential retirement combined with increasing maintenance concerns and other stresses could lead to sales.

So among these may be the willing sellers of tomorrow as community leadership looks to purchase and rehab homes. The northwest corner of the community near Colleen and the northeast section near Pinesdale and Grass Creek, for instance, has concentrations of these residents.

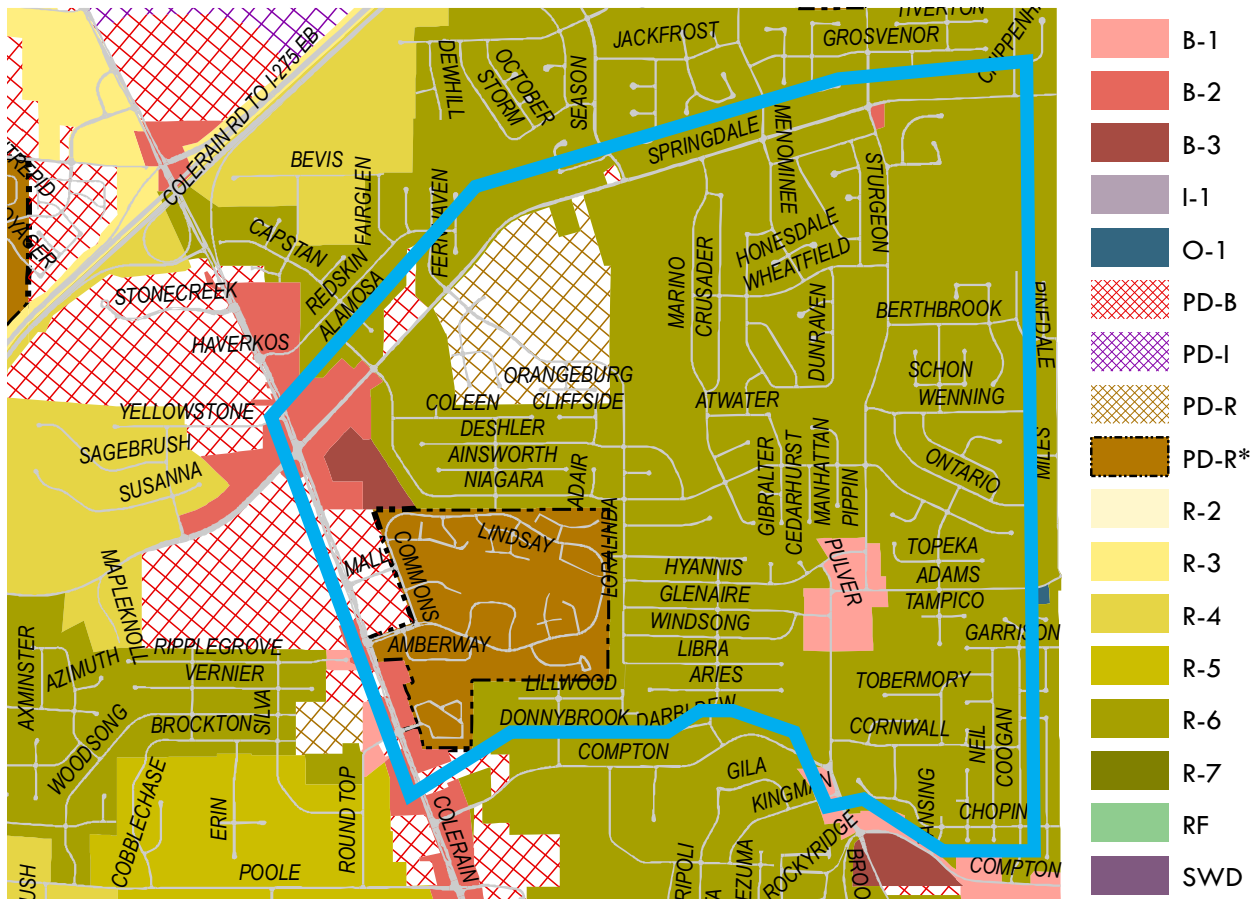


Longtime owner residences with sign for slow traffic

PROPERTY OWNERSHIP BY YEAR



ZONING



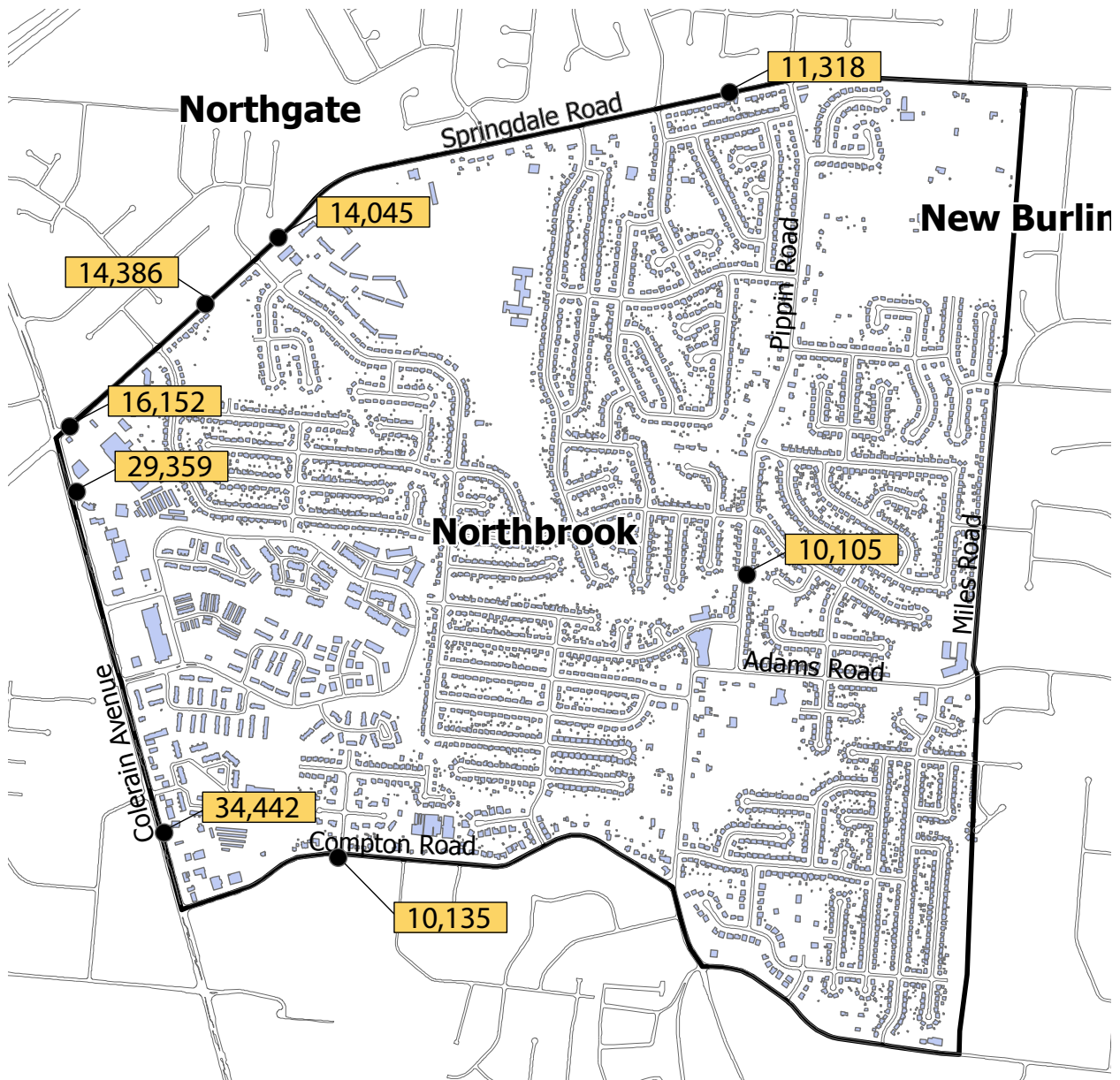
Northbrook is primarily zoned R-6, classified as an Urban Residential District. This zoning designation consists of a mixture of housing types at moderate density including the permitting of two-family and some multi-family. Structures may include detached or attached through shared walls, but not floors.

A portion of Northbrook is zoned PD-R, which is a residential planned development, and permits all uses allowed in R-1, R-2, R-3, R-4, R-5, R-6 or R-7 Districts. The condo development, Villages of Northgate is zoned PD-R.

The northwestern portion of Northbrook is zoned B-2, General Business District and B-3 Commerce District. These areas are part of the Colerain Avenue commercial district and include a White Castle, Half-Price Books and, until closure at the end of 2018, a Kroger grocery store. Also sited here are other, smaller chain retailers. The commercial area lacks appropriate connections and access for anyone without an automobile.

The Northbrook Shopping Plaza, located at the intersection of Pippin and Compton Roads is zoned B-1. There is an opportunity at this location for commercial and institutional programming as well as more area serving retail though the density of Colerain Avenue makes that challenging.

TRAFFIC + TRANSPORTATION



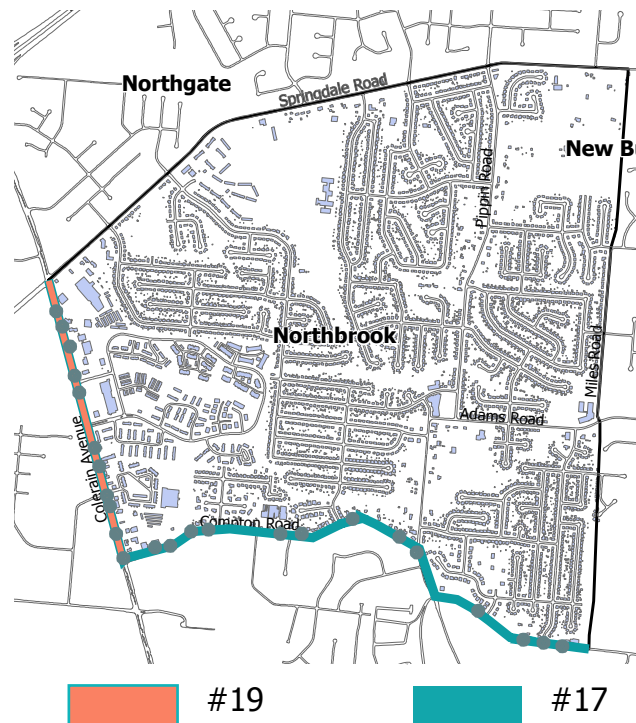
Traffic counts taken by the Ohio-Kentucky-Indiana Metropolitan Planning Organization in the last five years have primarily been on streets surrounding the community. They have conducted only one within Northbrook, along Pippin Road which serves as a collector street for Adams, Compton and Springdale Roads.

Nonetheless, the Township has taken its own traffic counts in crucial areas. Specifically, complaints of speeding on Lorain Drive prompted a study of traffic-calming measures. After determining the issue was real, the Township installed temporary chicanes in the 9800 and 9900 blocks. To the community's satisfaction, these barriers caused a dramatic slowing of speeds, materially enhancing pedestrian safety. Efforts now are underway to make them permanent.

BUS STOPS + ROUTES

Northbrook is served by the Southwest Ohio Regional Transit Agency (SORTA) which provides bus service for the City of Cincinnati. Two bus routes serve Northbrook or are adjacent to the community, the #17 and #19 routes. Twenty-one bus stops are in and around the Northbrook community for these lines. It is in Zone 2 which is a \$2.65 fare as of 2019.

There are four Route #17 routes which diverge at points along Hamilton Avenue. One branch serves the south part of Northbrook and Colerain Avenue. Routing is infrequent, with a bus arriving about every half hour. According to the bus schedule, frequency between arrivals is closer to an hour at major stops like Colerain Town Center.



For Route 19, which runs I-275 to downtown Cincinnati, scheduled stops at Colerain Towne Center and 10180 Colerain Ave show the bus arriving at 45-minute intervals in the morning and about every half an hour in the evening.

Bus frequency on Compton, though slightly better than on Colerain, is also insufficient.

Northbrook is an auto-oriented area, and commuter statistics show it. According to data from the 2016 American Community Survey, 92.7% of households in Northbrook own an automobile. 39% of households in Northbrook have access to one vehicle. 37% have two cars, and 15% of households in Northbrook have access to three or more cars.

There are few to no sidewalk connections to Colerain Ave. from residential streets, and main roads follow a curved and enclosed street pattern typical in the middle 20th century. Often only one or two roads connect residential streets to main roads.

PART 2

Recommendations

NORTHBROOK 2022

Northbrook is a vibrant, family friendly collection of neighborhoods in Cincinnati's central exurbs. Tidy homes along tree lined streets shelter multi-generational residents, and children play outside across gently landscaped backyards. Older youth engage in organized activities such as fishing trips, gardening projects and half-court basketball teams. A self-designated Butterfly Haven and Tree City USA locale, neighbors build on a strong sense of pride as they work together on projects such as pocket parks, sunflower fields, playgrounds and Mill Creek bank improvements. Caring is a hallmark of this self-sufficient area as are quirky celebrations. Parades, holiday events and a host of festive gatherings are regular occurrences. Northbrookers are diverse, engaged and committed to success for their beloved community.

HOW TO IMPLEMENT THIS REPORT

With every plan, there is the question of where to start. And then where to go, and then... and so on. This strategy was developed based on public comment, the tactical activation outline, real estate expertise, planning, and community development knowledge.

The matrix on the next page highlights recommendations, action items, and phases of implementation. But even within this framework, it is essential to be prepared for revisions. Local factors may change, making an area proposed for later development into an earlier opportunity.

Rigidity is not the goal – momentum is.

It is essential to start with the best opportunity and radiate out from there. Concentrate efforts and resources on a manageable target. Resist the temptations to jump from site to disconnected site. This truly is a war, not a battle, with success measured over years.

The Implementation Matrix below is a summarized guide to action. Each recommendation has a phasing, timeframe, cost, and identified partners.

Phase 0 is small scale, immediate interventions, and activities the township and partners can enact to generate positive brand building and revitalization.

Phase 1 recommendations are more in-depth and longer-term. They are intended to be enacted once there are more engagement and capacity to move forward.

Phase 2 is larger-scale projects which will move the community from the recovery phase to growth. These recommendations are more ambitious but equally more transformative.

Phase 3 recommendations are longer term and include broader regional issues. They may take years to come to fruition.

Cost: All costs are estimates

\$: Under \$10,000

\$\$: \$10,000-\$100,000

\$\$\$: \$100,000-\$500,000

Abbreviated terms:

AGN: A Greater Northbrook

The Township: Colerain Township

Port: The Port

OHFA: Ohio Housing Finance Agency

CHDO: Community Housing Development Organization, a Housing Task Force or partnership of groups with similar capacity

Strategy	Phase	Timeframe	Cost	Partners
Form CHDO	1	1-3 Years	\$\$	AGN, Hamilton County, The Port, OHFA
Part 1: Develop CHDO Capacity	1	1-2 Years	\$\$\$	AGN, Hamilton County
Part 1A: Identify Partnerships, Local and Regional	1	1 Year	\$	AGN, Hamilton County
Part 1B: Training in CHDO Development and Operations	1	1 Year	\$	AGN, Hamilton County, OHFA
Part 2: Hire Operations Staff	1	6 months to a year	\$\$	AGN, CHDO, Hamilton County
Demonstrate capacity	1	3-5 Years	\$\$\$	AGN, the Township, Hamilton County, The Port
Step 1: Raise a capital stack of \$250,000 - \$500,000	1	1 Year	\$\$	AGN, the Township, Hamilton County, The Port
Step 2: Purchase property	1	1 Year	\$\$	AGN, the Township, Hamilton County, The Port
Step 3: Determine unit mix	1	1 Year	\$\$	AGN, the Township, Hamilton County, The Port
Step 4: Renovate property	1	1 Year	\$\$	AGN, the Township, Hamilton County, The Port
Step 5: Showcase Project	1	1 Year	\$\$	AGN, the Township, Hamilton County, The Port
Utilize County Housing Programs	0	3-6 months	\$	AGN, the Township, Hamilton County, WIN, LISC
Create Vacant Property Database	1	6 months to a year	\$	the Township, AGN, The Port
Expand Community Reinvestment Area	0	3-4 months	\$	the Township
Code Enforcement Blitz	1	1 year and ongoing	\$	AGN, the Township, CHDO, Keep Cincinnati Beautiful
Work with Majority Property Owners	0	Ongoing	\$	AGN, the Township, Vinebrook and other major property owners
Create a Housing Forum	1	1 year and ongoing	\$	AGN, the Township, Hamilton County, The Port
Butterfly Haven	1	6 months (seasonal)	\$	AGN, the Township, Residents, Krohn Conservatory,
Create a Dog Park	2	2 years	\$\$\$	AGN, the Township

Strategy	Phase	Timeframe	Cost	Partners
Traffic Calming Measures	1- tactical 2- permanent	Weeks - 3 months 3 years	\$- \$\$\$	AGN, the Township
Decorative Crosswalks	1- tactical 2- permanent	Weeks - 3 months 3 years	\$	AGN, the Township
Raised Crosswalks	1- tactical 2- permanent	Weeks - 3 months 3 years	\$\$	AGN, the Township
Continental Crosswalks	1- tactical 2- permanent	Weeks - 3 months 3 years	\$	AGN, the Township
Speed Signs	2	Weeks - 3 months 3 years	\$\$	AGN, the Township
Street Lighting	1	1 year	\$\$	AGN, the Township, Duke
Street Tree Program	0	6 months to a year	\$	AGN, the Township, OSU Cooperative Extension
Enhance Bicycle Connectivity	3	3-6 years	\$\$	Queen City Bike, Hamilton County Parks, Mill Creek Alliance, the Township, AGN
Expand Mass Transit	3	Ongoing	\$	AGN, the Township, Better Bus Coalition, Cincinnati Metro

HOUSING AND REAL ESTATE

**Creating Value Through
Rehabilitation and
Development**

A WAY FORWARD: HOUSING

Northbrook is faced with a generational opportunity: the most under-recognized residential sector in the United States at present is workforce housing. According to the National Association of Realtors, "Workforce housing can be thought of as housing that is affordable to the moderate and middle-income residents of a community."

Increasingly however these homes are considered unaffordable to build.

In Northbrook, there are some 4000 of them, perhaps a little unstylish, maybe in need of contemporary upgrades, but there: sturdy, stable and already in existence.



Predominant housing typology in Northbrook

Colerain Township and A Greater Northbrook have begun the process of creating a Community Housing Development Organization (CHDO). While challenges remain in the formation of the CHDO, the Northbrook community must utilize partnerships, programs and other tools in accomplishing their housing goals. They should form a Housing Task Force (HTF) in the interim. This housing group would be committed to advancing the housing objectives of the Township and the community.

Key among these are:

- Improve area property values
- Reduce and eliminate blighted properties
- Foster increased homeownership
- Encourage improvements to existing properties

The goal is to retrofit existing homes with contemporary upgrades, while also building community assets around them. Then, to ensure that these rehabbed and affordable homes find the next generation of owners. Families have always been the lifeblood of this community.

CASE STUDY: SUBURBAN HOUSING RETROFITS



A mid-century house in Mt. Washington with an addition and landscaping

The shortage of homes after WW II, combined with the baby boom, led to a new type of housing development. Levitt & Sons of Nassau County, New York saw an opportunity to meet that need: tract housing. Their first project is still known as Levittown. These new form developments were a way to mass-produce affordable and straightforward homes by adhering to a development template. It's said that at peak, one U.S. house was completed every sixteen minutes.

Cincinnati has many examples of this development pattern, including Northbrook.

To maintain affordability, the houses were generally lacking in architectural variety. Most offered a small living space, a pitched roof, 2 – 3 bedrooms plus one bath, picture windows, and a kitchen facing the backyard.

Today, many of those homes have been expanded and reimagined. Renovations include front porches, second stories, dormers, bigger kitchens and family rooms, and landscaping. It turns out the original structures made an incredible core for growth and personalization, especially since many were sited in the center of their lots.

"The ability for people to personalize their own house can cause them not only to be more committed to maintaining their property but feel more emotionally connected to their neighborhood and neighbors," according to Smart Cities Dive.

Personalization also enlivens the public realm, contributing to neighborhood character.

Pictured are some minor modifications to post WWII housing that has advanced the character of homes nationwide and locally the neighborhood in Mt. Washington.



Homes can incorporate additions and other basic improvements

Phase One: Research and Coalition Building

The work of the HTF will require financial resource. In the interim, there are opportunities to start by developing partnerships with mission-aligned organizations.

Northbrook has, at present, more than 20 vacant properties. Additionally, there are, as previously noted, a high number of properties in the same ownership for decades. Owners of this era may be potential future sellers. The NW corner of the community, near Colleen and the NW corner, near Pinedale and Grasscreek have a concentration of such properties.

Community leadership might immediately begin a database of vacant properties, and those long-held, establishing a positive relationship with these owners to have early warning of potential sales. Ideally, as A Greater Northbrook works to become a CHDO, the HTF also develops resources to buy and renovate properties and raises its profile as a positive force within the community, it will be seen as a buyer of first resort.

Ultimately strategic renovations, sited for greatest impact, will serve as the community's proof of concept. Sturdy older housing stock can be made more appealing with select cosmetic and functional upgrades. The sale of these will serve not only as a potential revenue stream for the HTF and potential CHDO but also, for other owners in the community, as examples of how best to improve a property.

Other tasks with potential for immediate impact:

Identify potential partners and helpers:

- Cincinnati Development Fund (CDF)
 - o <https://www.cindevfund.org/>
- The Port
 - o <https://www.cincinnatiport.org/>
 - o <http://www.communitiesfirstohio.com/about/>
 - o <http://hurccincy.org/>



Recommended focus area

- Hamilton County Community Development
 - o https://www.hamiltoncountyohio.gov/government/departments/community_development
- Suppliers who can benefit not only homeowners but also the HTF when its renovation projects commence
 - o Door and window companies
 - o HVAC contractors
 - o Small builders and tradesmen

Leverage existing relationships with craftsmen and companies already working within the community.

Housing Day: Finance is a common barrier to home improvement. For most families, mortgage payments are first priority. But with current rates at record lows, does every Northbrook homeowner have the best available deal?

A well-organized housing day, with exhibits showing potential improvements and their range of cost (new windows, landscaping, kitchen and bath upgrades, exterior and interior painting) might have great appeal to the community.

The best time for property acquisition is before there is established momentum. Prices are at their lowest based on existing conditions.

Local banks and mortgage lenders, eager for new customers, could be invited to show how such upgrades might be affordable within a current payment structure.

First Financial has an aggressive growth program in this market and might be a participant as likely would other banks if asked. Parts of Northbrook are Low-Moderate census tracts which adds appeal for lenders looking to invest in such areas.

Other participants could include representatives of Hamilton County to talk about the programs, grants and assistance the county can offer for existing homeowners and new buyers and The Port to share information about Communities First Down Payment Assistance.

Lastly, once Housing Day has been executed, plan to repeat it in 90 - 120 days. The first event may be well attended. But even if not, word will spread, and folks will wonder how they can benefit. A repeat presentation likely will attract a larger attendance, and leadership, bolstered by lessons from the first one will do an even better job the second time around.

Two immediate likely outcomes from Housing Day:

- Increased recognition of the HTF and its plans
- Home Improvement and finance opportunities for Northbrook owners

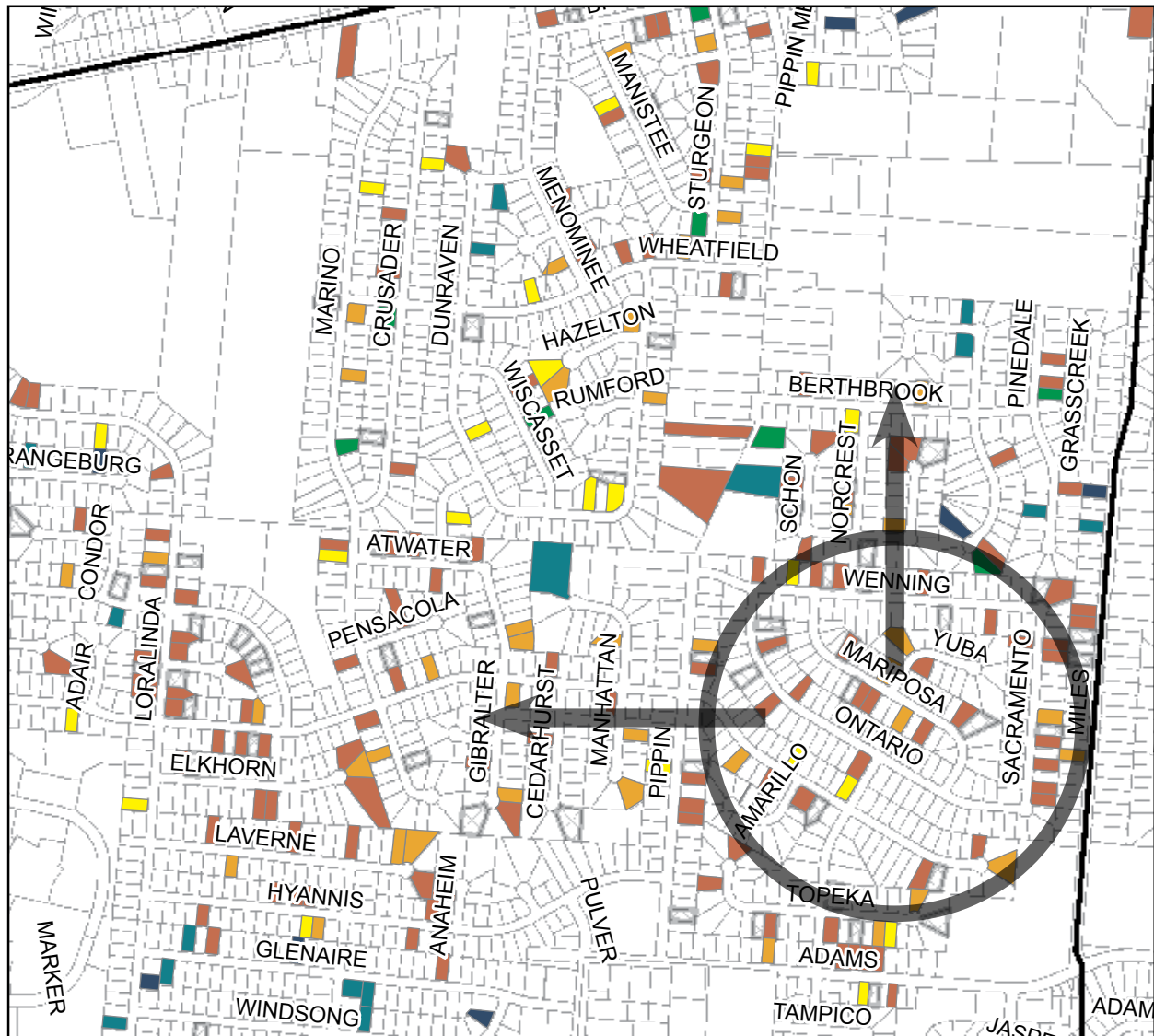
Phase Two: Strategic Rehabs

Once the HTF has funding for rehab projects, focus is vital. The area around Amarillo

Court, identified in the following Placemaking strategy, is the primary location for a new community gathering space. Centrally located in the neighborhood, it also has a significant concentration of long-term owners. Building on that foundation, it's a good area for community reinvestment in properties as they become available.

Step by step:

- Raise a capital stack of \$250,000 – \$500,000.
 - o Enough for several projects
- Identify the first property
 - o In the target area
 - o Obtainable
 - o Affordable
- Develop a renovation plan
 - o The greatest impact
 - On the property
 - In the community



Target area for future phase efforts

- o For the most manageable investment
- Build a budget
 - o Identify suppliers
 - o Negotiate costs
- Establish a timeline
 - o Time really IS money
- Manage it in fine detail
 - o Who
 - o How
- Get it done and get it sold
 - o Price it to sell...
 - ...at a profit
 - o But affordable
- Rinse and Repeat

There has been a discussion of building new homes on vacant lots. As the HTF develops capacity, such an idea has substantial merit. In the beginning, however, renovation of existing housing is likely to be an easier task. Nor should that first project be among the most distressed available. The initial goal is to undertake a project with a manageable scope, completed on time, and budget.

Renovation budget Items: Most 1960's era housing stock in Northbrook is wood frame, slab construction, with potential contaminants such as asbestos insulation, and lead paint, and outdated utilities. Ideally, renovations would include the encapsulation of lead paint and asbestos. Utility upgrades should be energy efficient and include air conditioning.

Renovations also should include upgraded plumbing, new appliances, and stylish interior finishes. Room number might decrease, but room size increase through strategic removal of interior walls.

Upgrades might also include a concrete driveway no wider than 10 feet and one to three trees planted in the front yard, preferably between curb and sidewalk street side. Foundation plantings would add additional appeal.

Optional components include creative landscaping/butterfly garden (as mentioned in the next section) and sidewalk replacement.

Phase Three: Showcase Progress

Once the first housing project is underway and/or completed, A Greater Northbrook should host an event showcasing the work with promotional activity for community and media.

And Onward

Ideally, with each project, the HTF will recoup its investment and make a small profit toward the next one. Initially spread further north and east within the initial block. Future phases should look towards the west and north of this particular subdivision.

PROVIDE INVESTMENT INCENTIVES

The Township and County can also play a part in community improvement through increased property maintenance enforcement; though not all public action should be punitive. Programs dedicated to assisting current homeowners in rehabbing and improving their properties should be pursued, through an incentive structure if possible and via potential partners.



Housing variation in Northbrook

Hamilton County Community Development Housing Programs

Hamilton County receives funding from the US Department of Housing and Urban Development for community and economic development projects and programs. Some of the funds are restricted to affordable housing only. The County currently offers the following HUD funded housing programs:

- **Down Payment Assistance:** First time homeowners can receive up to \$4,500 in down payment assistance, as well as up to \$500 for home inspections, through Working in Neighborhoods. Income qualified clients must complete budgeting, home buyer and post homeowner training to qualify. WIN is offering the program throughout the County and has shared this information with A Greater Northbrook.
- **Home Improvement Repair Programs:** Several local governments manage small programs for homeowners to improve exterior housing conditions. Colerain Township could request and manage a similar program.
- **Emergency Home Repairs:** Funds are set aside for emergency repairs for qualified homeowners for emergency repairs to ensure safe and sanitary housing; the County is finalizing program details which will be shared with A Greater Northbrook.

- **Eviction Prevention and Foreclosure Prevention:** Legal Aid of Southwest Ohio manages these two programs for qualified residents to stay in their homes; services include emergency assistance for housing costs (mortgage or rent, utilities, etc.) and legal representation as needed.
- **Affordable Housing Development Projects:** The County awards funds competitively for rental and homeownership housing. Funds can be used for new construction, acquisition, demolition and/or rehabilitation for capital projects. Recently completed projects include construction of 70 new senior housing units at West Union Square on Jonrose Avenue in Groesbeck, and construction of 13 single-family homes in the West College Hill neighborhood of Springfield Township. Colerain Township and A Greater Northbrook can work with developers to attract new projects to the neighborhood.

The County also works with local banks through the Home Improvement Program (HIP) to offer low interest loans at 3% below market rates for up to five years. HIP was created almost 20 years ago and does not assist homeowners with less than desirable credit scores. Changes to this program and the creation of new grant/loan programs are being considered by the County.

Community Reinvestment Area

The Community Reinvestment Area (CRA) is a designated area where new construction or renovation of residential property can qualify for a tax abatement of up to 50% for ten years. The program is available within parts of Northbrook. While currently covering only west of Pippin Road, we recommended that this area expand to encompass the entire community. This initiative would help incentivize and bridge the gap for financing renovations.



An example of a property maintenance violation

Code Enforcement Blitz

Code enforcement is often perceived as a punishment but, coordinated with redevelopment programs, it can act as an incentive. The consultant recommends a program similar to the Cincinnati Neighborhood Enhancement Program (NEP) which concentrates on select areas over a 90-day time frame. The Township could develop a targeted effort to include community cleanup, police liaison, and concentrated code enforcement.

The key to success is communication. Community members need to be well informed from the initial phase and given a chance to redress problems to reduce negative effects and increase cooperation.

- 1) Organize and coordinate with key community groups such as A Greater Northbrook
- 2) Designate a community coordinator and a spokesperson
- 3) Send notice 30 to 60 days before blitz and launch a media campaign
- 4) Connect homeowners to resources where possible
- 5) Send notice again 15-30 days before blitz
- 6) Contact every homeowner via flyers, postcards, and public notices
- 7) Treat cited properties equally and present remediation options
- 8) Follow up on unresolved violations and potential next steps
- 9) Monitor and track results
- 10) Report progress to the public

Remember: Include information on programs or organizations that can help!

Work with Majority Property Owners

Vinebrook and related entities own more than 100 properties within Northbrook and, as noted elsewhere, there are other owners of multiple houses. Such ownership is perceived negatively by a large portion of the community. Corporate buyers, well-funded for rapid purchasing, create a level of competition which makes it difficult for individual owners to enter the market. Engagement with multiple stakeholders showed perceptions that these multi titleholders have a lower commitment to property improvement and community progress.

Since Northbrook has traditionally had a high level of individual ownership, there is a strong desire by many to find a mechanism to cap Vinebrook and other consolidated titleholders at their current level of property ownership.

Community leaders have established a dialogue with Vinebrook, and constructive engagement with them, and others should be a continuing priority for Northbrook. Equally, however, expectations should be explicit. Meetings between A Greater Northbrook representatives, Colerain Township and the company should occur at least semi-annually. Engagement with other multi-property owners could be useful.



A typical residential street in Northbrook

Should Vinebrook or any others choose to deaccession properties, it would be a positive step to offer them first to the HTF or once established, the CHDO. This approach would give the community a chance to rehab for individual ownership. Vinebrook already has offered small support for community initiatives. Their standing as a good citizen and good neighbor would likely be enhanced if they became stronger financial supporters of community initiatives.

As the community's fortunes rise, so will those of the corporate owners. A healthier neighborhood will attract better residents and thus, higher rents and resale values.

PLACEMAKING

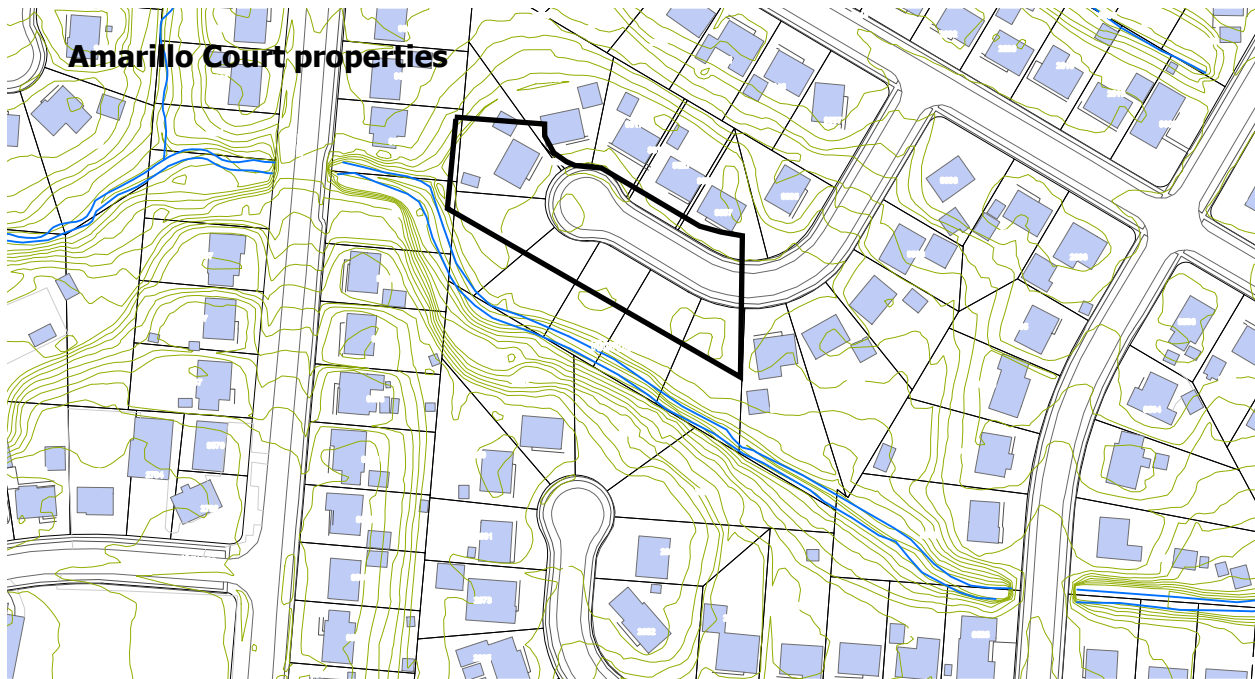
**A New Northbrook
Future Emerges to Take
Flight**

INTRODUCTION

The Tactical Activation Outline (TAO) previously developed identified three areas that would be viable community gathering places, including both passive and active activation. The full report is appended.

The primary recommendation is to advance improvements around Amarillo Court. The empty lots identified in the TAO are Township owned. There are five contiguous: 9508 Amarillo Court, 9518, 9528, 9538, and 9548, amounting to .886 acres.

Potential expansion points could tie the site to Pippin Road along a tributary of the Mill Creek and a southern section of the neighborhood via a possible bridge over the creek.



For these initiatives, external funding will likely be required. Community and Township should explore potential contributions from a variety of existing programs and non-profit institutions, including local, regional and national foundations, as well as such potential benefactors as Vinebrook. Community donors could also be encouraged through a crowdsourced platform such as ioby.org (see following).

Northbrook might also consider a property assessment along the Mill Creek watershed. There are tributaries of the Mill Creek in Northbrook and adjacent to the Amarillo Court site. Special assessment funds would have to be spent within the watershed but might be a continuing way to maintain a permanent park and nature area.

i o b y

More than crowdfunding. Community-led positive change.

ioby stands for “in our backyards,” but it also stands for taking care of each other, for civic participation, and for trusting neighbors to know what’s best for the neighborhood. ioby gives local leaders the ability to crowdfund the resources they need to build real, lasting change from the ground up. Our crowdfunding platform helps connect local leaders with support and funding from their communities to make our neighborhoods more sustainable, healthier, greener, more livable, and more fun.

Three ways we’re different

1. You’re the experts on your neighborhood, we’re the experts on crowdfunding. ioby’s high success rate for crowd funded projects is rooted in a unique model of fundraising coaching. With ioby, you won’t just put up a page, you’ll work with our team to craft the most effective campaign whether you’re working on a \$500, \$5,000, or \$50,000 goal.

2. When you crowdfund with ioby, gifts to your eligible project are always tax-deductible. ioby is a 501(c)3 driven to help you make lasting positive change in your neighborhood. We offer fiscal sponsorship so that you can accept tax-deductible donations whether or not you are incorporated as a nonprofit.

3. ioby believes in the power of online and offline connections. When you work with ioby, you’ll join a community of thousands of leaders and changemakers, and share knowledge, challenges, and experiences. You can rely on our years of experience to help craft step-by-step plans that you can follow to successfully raise resources. Our team can also connect you with experts in fields like urban planning, green infrastructure, community organizing, communications, and for help implementing your project.

“I really like ioby because I felt overwhelmed by the task of finding a green cause to support; I didn’t have a lot of money to give, but I wanted to give a series of smaller donations to a cause that would benefit the neighborhood I love. I knew I wanted to give at the grassroots level, but I didn’t know where to start looking. I liked seeing photos of the different projects and knowing exactly where my \$25 would go. Highly recommended to anyone who wants to help keep their neighborhood clean.”*

*Text from ioby.org website



By the Numbers:

- \$6,233,749 Total Given
- 2,006 Projects successfully launched
- 109 Funded projects that make streets safer for pedestrians and cyclists
- 262 Funded projects with a focus on placemaking
- \$4,181 average funding goal
- 282 number of projects funding right now
- \$35 Average donation size
- 71 average number of donors to a project
- 87% funding success rate
- 260 cities with an ioby Leader
- 19984 People trained
- 71% projects that also have a social justice objective
- Cincinnati City most obsessed with right now
- 53% donors that also volunteer with a project

ACTIVATION IDEAS

Butterfly Haven

There was a strong impetus in community engagement sessions for efforts in place-making and branding that could focus on nature and biodiversity. Especially those which might also engage younger members of the community.

The United States is in the middle of a butterfly crisis, facing bee colony collapse and seriously worried about the plight of native songbirds.

So why not a nature-based project to add natural vibrancy to the community while also addressing a widespread need? Such a project, properly publicized, might position Northbrook as a unique area within the region, one which talks seriously about the birds and the bees.



Butterfly-attracting plants in a garden.

Nesting boxes attached to homes and even lamp posts could attract birds. Hives could be placed strategically, fostering bees to pollinate native plants and produce honey. Colerain Township has already planted a field of sunflowers adjacent to City Hall. Vacant parcels within Northbrook are excellent candidates for this activity.

But simplest of all is an initiative to make the entire community of Northbrook a butterfly haven.

This project could be a material contributor to natural diversity. It could be a potential branding powerhouse, improve quality of life, serve as a kick-off for neighborhood revitalization, involve youth, and build stronger neighborly relations.

Action steps:

1. Present the Benefits

- Engagement
 - o Neighbors will join to participate in the effort
- Educational
 - o Structured opportunity for students to study nature in situ
 - o Supported by classroom learning
- Environmental
 - o Butterflies indicate a healthy environment, provide pollination, and as-

sist with pest control

- Economic
 - o Raises the profile of Northbrook in a fundamentally positive way
 - Positive positioning
- Health
 - o Butterfly trails throughout the neighborhood will encourage residents outside to care for or visit a garden, increasing exercise, fresh air, and Vitamin D exposure
- Beautification/Placemaking
 - o Showcase Northbrook's values, creating both real beauty and a positive sense of place

2. Create a plan

- o Develop a strategy
- o Set goals, both short and long-term
- o Establish a work process
- o Create a timeline
 - This is a multiyear project
- Determine a focal point and radiate out gradually from there
- Build converts as the plan unfolds

3. Take action

- Implement aggressively
- Get approval only where needed
 - o There will always be naysayers
- Promote both the initiative and its unfolding success as widely as possible

How to Build a Butterfly Garden

Creating a Do It Yourself (DIY) butterfly garden kit could be an easy way to promote this activity and involve a wide range of people. The kit should include seeds for native butterfly-attracting plants, wood for a garden box, possibly a shovel, instructions, garden stakes, and a pencil.

It also could include a small sign, supported on wire or wood stakes, which designates that yard or location as a butterfly haven. Such inexpensive promotion will help to build the brand, community pride, and additional participants in the program.

Primary needs are simple: a water source, butterfly-attracting flowers, a rock or rocks, one or more trees or shrubs. Most yards have a corner which will suit.



Butterfly Weed is an attractor to several butterfly species

BUTTERFLY SPECIES AND PLANT PREFERENCE MATRIX



VICEROY



EASTERN TIGER SWALLOW TAIL



MONARCH



PAINTED LADY



SPICE BUSH SWALLOW TAIL

Black Cherry

Poplars

Celery

Carrot

Pearly Everlasting

Dill

Sassafras

Ash

Tulip Tree

Parsley

Spicebush

Willow

Milkweed

LARVAE PLANTS

Butterfly Weed

Bee Balm

Milkweed

Asters

Liatris

Phlox

Goldenrod

Joe- Pye Weed

NECTAR PLANTS

This guide can be used in deciding which plants to implement in the butterfly garden according to which type of butterflies the community would like to attract.

Young neighbors might form teams to dig, plant, and even maintain, for those for whom gardening is not an easy or preferred activity.

Gardens themselves, which can be as small as a few feet square, would best be situated for maximum visibility. While a backyard garden will be useful, one more easily seen will add to overall community pleasure and attractiveness.

Ideally the garden would be placed in an area somewhat sheltered from the wind with good sunlight. Trees and shrubs nearby allow butterflies to cool off and provide shelter at night. Large rocks are useful for butterflies to warm themselves on in the morning. They cannot drink from open water, so a birdbath where they can safely perch would attract them. Sand or gravel in the birdbath would provide a stable roost.

This is a project where a modest investment and a program for sustained involvement can have rich returns for many years to come.

There are abundant resources, including those cited below on butterfly needs, including sources for free milkweed seeds.

Resources: <https://monarchjointventure.org/our-work/projects/monarch-habitat-certification-programs>

<https://www.livemonarch.com/free-milkweed-seeds/>

https://www.oceancitytoday.com/lifestyle/buckingham-gets-grant-for-monarch-butterfly-project/article_dee3f224-620b-11e9-ba13-1b04e0753d19.html

<http://www.natgen.org/>



Example of a water source for a butterfly garden.

Source: <https://www.craftionary.net/make-butterfly-feeder-for-garden/>

SMALL SCALE ACTIVATION AND PLACEMAKING

Do-It-Yourself (DIY) Pocket Park: Neighbors, using readily available materials such as tires and pallets could create a space which would not only enhance the area but also help build community. A large site might accommodate many ideas, including border plantings, sunflower fields, and butterfly habitat.

Benches, chairs, and picnic tables can be created from skids and scraps and painted in colorful ways. Repurposed tires can create tunnels, planters, and swings. The goal is to create a space attractive to adults as well as children. Cap the creation day with a picnic lunch or twilight community BBQ in the new park to celebrate and inaugurate the project. This strategy is complementary to the Youth Built Adventure Playground mentioned below.

Implementation timeline: short term/immediate

Cost: \$500-\$5,000

Youth Built Adventure Playground: What would area children like to see in their community? An easy-going engagement session with kids could gather ideas about what they might use. A playground? Half-court basketball? Climbing equipment? Community garden?

The goal is to give young residents ownership over a space - from the design onward - and thus encourage ownership and regular visitation.

Implementation timeline: medium-term (6 months-2 years)

Cost: \$2,000 depending on what is built or purchased

Resources: <http://publicworkshop.us/blog/2012/11/30/it-would-begreat-if-this-happened-all-over-philly-how-about-adventure-playgrounds-outdoor-tinkering-spaceseverywhere/>



These Philadelphia residents created their own park in 2012. Photos from publicworkshop.us

CASE STUDIES: ACTIVATING VOIDS

Vacant lots, often decried as missing teeth in neighborhoods, can be used to put a smile on the face of a community when activated tactically.

According to the U.S. Department of Housing and Urban Redevelopment, activation through experimentation can encourage a multilayered approach to land use. It can also increase the likelihood that a vacant space will eventually find permanent utilization.

“Temporary uses, particularly when clustered in a specific locality, can alter existing identities for neighborhoods — or even create entirely new ones.”

Such was the case with Mt. Vernon, a community in Fort Wayne, Indiana, where more than fifteen lots sat vacant. Réna Bradley, a graduate architect and Community Development Director at Bridge of Grace Ministries, created a youth-oriented program to activate these lots. By tackling these spaces, it allowed teens to impact their community positively.

The idea of the project was to challenge students to become builders, researchers, designers, and architects. The youth gathered data and opinions from the community before forming their ideas. Key suggestions from the team centered on beautification, social engagement opportunities, and recreational spaces for youth. Some 50% of Mt. Vernon residents are under age 25.

The project ultimately called Tired-A-Lot, encouraged participants to make use of up-cycled and locally sourced materials and led to two complementary activation ideas. The first group decided on a seating area and clubhouse with a tire swing. An interactive mural was also part of the plan, allowing community members to leave a comment or share a memory evoked by the painting.

The second group worked on a butterfly garden, paths, planters, and a trellis. They also created a play area made from recycled tires.

The initial project, which eventually spanned two summers, became the basis for an on-going program.

Bradley says she believes that the efforts are truly making a difference, both in the lives of the teens realizing the “latent potential and brilliance that is within them” and in the community at large.

“I think that blighted neighborhoods or vacant lots or uneven sidewalks can communicate that no one cares about this place,” Bradley says. “That message could be read as no one cares about us or our community, and no one is trying to do anything about it. But when communities get together and make change—be that picking up trash or building a playground—it starts to communicate the opposite. It’s hard to measure that kind of change, but I think our youth and the adults in the community feel that.”

For more information: <https://tiredalot.weebly.com/about.html>

Green Slivers: Are there areas of Northbrook too small for even a pocket park but still well located? Could these be sites for installations as simple and easily maintained as a couple of Adirondack chairs in bright colors and a bank of sunflowers or corner of butterfly habitat?

The chairs might even be decorated with a butterfly theme or slogan to strengthen brand and indicate public ownership. The goal is simple: to add vibrancy to the streetscape, encourage walking by providing a resting place, and signify welcome.

Dead End Streets: In 2015 the City of Seattle created a Pavement to Parks program aimed at activating underutilized and dead-end streets in ways which would benefit the community. One of their most notable successes was to turn a cul de sac into a basketball court.

One of Northbrook's instructions was to find ways to engage community youth. Initially, a basketball court, half or full, is little more than some paint and a hoop but it's a continuing opportunity for neighborhood play.

In the same program, Seattle took some of these refuse spaces and turned them into gathering places by installing simple traffic barriers such as planters and adding some seating.

In both cases, this initiative reclaimed and even improved unsightly space and, with small effort, turned it into a community asset.

<https://streetsillustrated.seattle.gov/urban-design/adaptive-design/pavement-to-parks/>



Students building a structure on vacant lot



Street prior to tactical activation



Street after tactical activation



A half-court basketball area on a dead end street

Dog Parks: These are always a popular gathering spot in a neighborhood of pet owners. They allow pets to socialize and play, as residents bond over the common interest of pups. Such a pet-friendly destination was one of the amenities identified by the Northbrook community as preferred.

Implementation can be easy: a fenced area with simple seating, a trash can, clean-up bag dispensers, and a watering spot, ideally with a spigot. Some periodic maintenance, especially pet cleanup, likely will be required.

It need not be huge, though more area equals more room to run.

Addition of permanent fixtures over time is encouraged, but the enduring appeal of a dog park is simple: a friendly spot where pets and owners can gather.

Sites that are suitable for a dog park are shown in the map below. We recommend that at least one be developed, though not more than three.



The New York Times

Oct. 7, 2018

More Trees, Happier People

When cities grow, green space dies. Replanting it has been shown to lift the human spirit.

By Margaret Renkl Contributing Opinion Writer

NASHVILLE — The scene in a tiny pocket park outside Plaza Mariachi here on Nolensville Pike last Wednesday was like a tableau from a Norman Rockwell painting, 21st-century style. Surrounded by signs advertising the Hispanic Family Foundation, Dubai Jewelry, the Dominican Barber Shop and restaurants offering Peruvian, Chinese, Mediterranean and Indian food — as well as a Game Stop franchise and H&R Block — was a small sign that read, “Today: Free trees.”

The arrow on the sign pointed to a pop-up canopy where the Nashville Tree Foundation was hosting its fourth tree giveaway of October. A family standing under the canopy was posing for a photo with the sapling they had just adopted. Carolyn Sorenson, executive director of the foundation, was taking the picture: “Say ‘trees!’” she said.

The tree giveaway at Plaza Mariachi happened to fall on the very day that Nashville’s mayor, David Briley, announced a campaign to restore and enlarge the city’s tree canopy. The effort, called “Root Nashville,” will be overseen by the city and the Cumberland



River Compact, an environmental nonprofit, and funded through a combination of public, corporate, foundation and private dollars. Together with several municipal departments and other nonprofit organizations, the initiative aims to plant 500,000 trees in Davidson County by 2050.

Many of these newly planted saplings will replace very large, very old trees that have been lost to Nashville's meteoric growth — a population increase of more than 45 percent since 2000. As the city has grown, the city's trees have fallen: deliberately felled by developers to make room for new construction or unintentionally killed as a side effect of nearby building. Just since 2008, the tree canopy in the urban core has dropped from 28 percent to 24 percent, a loss of roughly 9,000 trees a year.

The Nashville Tree Foundation's giveaway program — which continues through Friday — is just one of the nonprofit organization's outreach efforts, each focused on planting trees in the poorer parts of town, which tend to have the least green space. "We're all working toward the same goal of 500,000 trees, and we want an equitable distribution of free trees in the county," said Ms. Sorenson. "We usually plant in areas where there's an intersection of low canopy and low income. We're trying to make a large impact over a short period of time."



I learned about the tree giveaway the same way I learn about most other initiatives sponsored by nonprofits with a limited advertising budget: through social media. That's the same way — and on the same day — I heard Erica Ciccarone's story of the developer who cut down three ancient black walnut trees on the property line they share. What's going up next to Ms. Ciccarone's small house in the Wedgewood-Houston part of Nashville is a four-story duplex, and she wasn't surprised when the builder took out the old tree closest to the monstrous new structure under construction. But there was no reason at all to take down the trees in the back of the lot.

As it happens, Ms. Ciccarone lives in an area where the tree canopy is well below its target density, but for her the loss of the black walnuts was personal. “They weren’t majestic,” she wrote in an email. “Their leaves were small and scraggly. But they provided shade for us and the chickens, housed songbirds, and they blocked the sight line from the alley into our yard and back porch.”

Her reaction is typical: When trees die, people invariably mourn. And when trees are planted, people become demonstrably happier. Rhitu Chatterjee of National Public Radio recently reported on a randomized study designed to discover the effect of urban green space on mental health. The study found that cleaning up vacant lots and planting grass and trees was associated with a significant improvement in the mental health of nearby residents: According to the report, “feelings of depression and worthlessness were significantly decreased.”

From an urban-planning perspective, trees do something of the same thing for densely occupied parts of the planet. They remove carbon, including greenhouse gas emissions, from the air. They cool the surrounding area, offsetting the heat impact of asphalt and combustion engines. They absorb and filter stormwater. They lower energy costs for nearby buildings. It’s no wonder that so many people in Nashville are worried about their trees.

When I left Plaza Mariachi last week, Ms. Sorenson was taking a photo of another family and the oak tree they had just selected for their yard. The father was holding the heavy tree, which was taller than his little girl’s head. Dressed in “Where’s Waldo?” stripes, she was lifting her hands toward it anyway, reaching high, wanting to help.

Start a Street Tree Program

Planting street trees adds value to corridors while also providing shade and slowing traffic. Trees do a great job absorbing carbon and help with stormwater retention.

As originally constructed, Northbrook houses came with at least one street tree. Over time however many died or were removed by the Township, some because roots invaded clay pipes underground. Nonetheless, that original canopy needs to be rebuilt and increased.

A tree program, created by the Township via ordinance, would create a Tree Commission to oversee street tree planting, removal, and pruning in the Township. This procedural step is also one of several needed to certify the community as a "Tree City USA"



Neighborhood without street trees

Images via strongtowns.org



Neighborhood with street trees

by the Arborist Foundation. While such a designation may seem whimsical, it has real effect, including special pruning attention from utility companies.

The CHDO should include tree plantings with each home rehabilitation project. This would be an opportunity to lead by example and could help inspire momentum to plant trees on private properties. Typically, local governments incentivize this by paying for half the cost of the tree.

For new street trees, arborists recommend that the community plant salt-tolerant varieties and not those which bear fleshy fruit. It is not recommended to plant any variation of Bradford or Callery pear. These trees, while popular in the 1980s, are now considered invasive species with a weak limb structure.

TRAFFIC AND CONNECTIVITY

Crosswalks and Sidewalks : ***Safety Essentials/Decorative Opportunities***

Northbrook has reasonable sidewalk infrastructure within the various subdivisions of the community but would benefit from more. This is a family community. Sidewalks allow folks to safely take an evening stroll or walk dogs and give a measure of protection to children playing.

There are opportunities to connect interior residential areas adjacent to ones across Colerain Avenue through sidewalk connections. Indicated on the map are opportunities for sidewalk connection.

Compton, Adams, and Pippin Roads suffer from a marked lack of sidewalks and cross-connections, although recently the Township installed and upgraded sidewalks along Pippin from Adams to Wenning Road. Hopefully, this is the beginning of a progressive effort to expand pedestrian connections throughout the community.



***A decorated crosswalk in Athens, Ohio.
Photo by MKSK***



Crosswalks should be seven to ten feet wide. Continental style walks, with the more noticeable Zebra striping, would be valuable at crucial intersections. Crosswalks surrounding Northbrook Shopping Plaza and between entrances to each residential subdivision area, such as across Pippin at Niagara would especially benefit from increased prominence.

And then how about taking it up a notch?



Crosswalk Art in Washington D.C.

Creating crossings that are more than just typical is a simple way to emphasize walkability and add something unique to a particular area. Cities and towns across the world use decorative crosswalks. Different methods, textures, colors, and patterns are a simple means to celebrate a community brand or offer art in the public realm.

In Athens, Ohio, local culture inspires designs. One crosswalk spells 'OHIO' in the university's recognizable block lettering. For another, the grillwork window patterns of a local landmark form a striking design as the crosswalks contents. This unique pattern pops out to passersby, helping enhance safe crossing, while also fostering a subtle appreciation of local architectural assets.

Embellished crosswalks such as these would be a lively, creative, and relatively inexpensive way for Northbrook to encourage safer pedestrian crossings. They would also add color and celebrate the neighborhood's history.

Lastly, raised crosswalks increase the visibility of pedestrians, promote traffic calming, and allow for easier accessibility as they maintain nearly constant grade.



A temporary raised crosswalk

Speed Management

Although Pippin and Compton are main roads with correspondingly higher speeds, traffic through Northbrook is mainly residential. That notwithstanding, residents cite excessive speed on residential streets as a fundamental safety concern.

Traffic calming is needed.

The purpose of calming techniques is to reduce vehicular speeds, promote safety, and discourage the use of neighborhood streets as cut-throughs. Calming adjustments contribute to livability and safety in a neighborhood where children walk and play.

Techniques include:

- Curb bump-outs at intersections
- Median barriers
- Speed humps
- Rumble strips
- Lane width reduction/widening
- Sidewalks



Children crossing in a crosswalk with signage

Enforcement

The community has already experimented with a temporary chicane at a troublesome intersection and was pleased with results. The positive relationship with Colerain Township should allow other such experiments, if necessary, and a collaborative approach to enhancing pedestrian safety by decreasing automotive speeds.

Tactical interventions, such as these, can have a constructive and long-lasting impact. Pedestrians, street trees, interesting plantings, pocket parks, and other amenities create positive distractions for drivers and induce slowing. Sidewalks create barriers between pedestrians and cars.

But structural changes take time. Initially, and even after such changes are in place, it is essential to also enforce traffic speeds and show drivers that they ARE being enforced. Ticketing, while a task for law enforcement, and a cost for errant drivers, is an essential component to changing driver habits and emphasizing that the community prioritizes safety first.



Pedestrian crossing sign with signal

Signage

Northbrook was built in an era when being a pedestrian seemed so unfashionable, as the relative lack of sidewalks would indicate. Anecdotal observation of the area shows pedestrians crossing often are surprising to drivers, making such traverses proportionately more dangerous.

The neighborhoods of Northbrook should be liberally posted with speed limit signs, with additional pedestrian signage at key intersections. Traditional signage is cheap but least effective in helping to set new driver habits. Electric signs which flash upon activation via a temporary “beg button” may be useful.

Tactical installations with a flashing sign assembly also would be valuable to help retrain drivers about a crossing. After the installation of permanent pedestrian signage, they could be repositioned to a different area.

Street Lighting

Improved street lighting would help change both the reality and the perception of safety in Northbrook. Increased light at night makes people more visible and thus safer when walking or driving. This, in turn, can lead to an increased time spent walking each week, thus enlivening the streets.

Enhanced lighting also makes the community seem more inviting for both neighbors and guests.

According to a study conducted by the University of Sheffield, lighting reduces the number of people who avoid leaving their homes at night, thereby helping reduce social isolation, improving physical and mental well-being and increasing community pride.

Bike Connectivity

Currently, there are no bicycle trails or connections in Northbrook. Potentially, these could come into existence if the Mill Creek trail and the Great Miami Trails expand.

Most streets in Northbrook are too narrow for bicycle lanes. Thus, cyclists are moving in the same traffic stream as cars. In this context, traffic calming, previously discussed, is an essential safety initiative. Moreover, in a family-oriented community, some of those cyclists will be young, making safety considerations paramount.

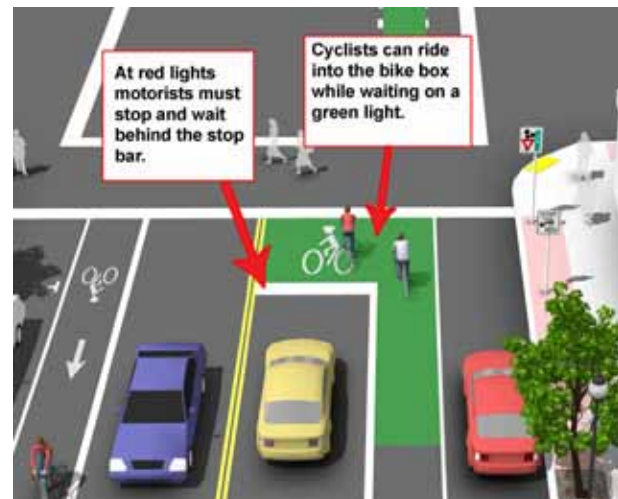


Diagram of bike box installation from Bloomington, Indiana

Main streets such as Pippin and Compton are heavily traveled and hilly, which would pose a risk for bicycles traveling in mixed traffic. However, both streets have generous breakdown lanes which might shelter cyclists. It is recommended the Township consider converting some of this space. The ideal configuration is a two-way protected lane on one side. But, having lanes on both sides with some form of safety barrier could be an easier way forward. Bike boxes, as shown, should be installed at major intersections where drivers may turn quickly and fail to see a cyclist.

Is it reasonable to make serious alterations for cyclists on streets which carry heavy automotive traffic?

It is. Cycling is increasingly a popular form of both transit and recreation. We are exiting the era when vehicular traffic automatically claimed dominance over both cyclists and pedestrians, and future planning should take account of this shift.



Reinventing Metro Bus Rapid Transit Proposal from Cincinnati Metro

Mass Transit

At present, Cincinnati's bus system, Metro serves Northbrook poorly. Bus frequency and access are limited to routes along Colerain Avenue and one branch of the #17 bus that runs through Compton. This situation could change if Hamilton County adopts a sales tax to fund regional transit within the county.

Bus service could increase depending on to what is proposed by the Southwest Ohio Regional Transit Agency (SORTA) and approved by county voters. Under the current plan, called Reinventing Metro, bus service is slated to increase marginally. If fully implemented at the 0.09 cent tax level, the agency will expand crosstown routes and primary route frequency, as well as operational times throughout the county. The proposal includes Bus Rapid Transit (BRT) routes. BRT will run mostly separated from road traffic and have level boarding with streamlined fare collection. One such proposed route is along Colerain and Hamilton Avenues.

The Consultant recommends that, as opportunities arise, the community support transit expansion for its potential impact on access to jobs and other destinations via an alternative to driving. Northbrookers are good at promoting within their community. When the chance comes, leadership should push for a transit schedule fairer to a range of residents.

APPENDIX

N O R T H B R O O K N O W

A Tactical Activation Outline

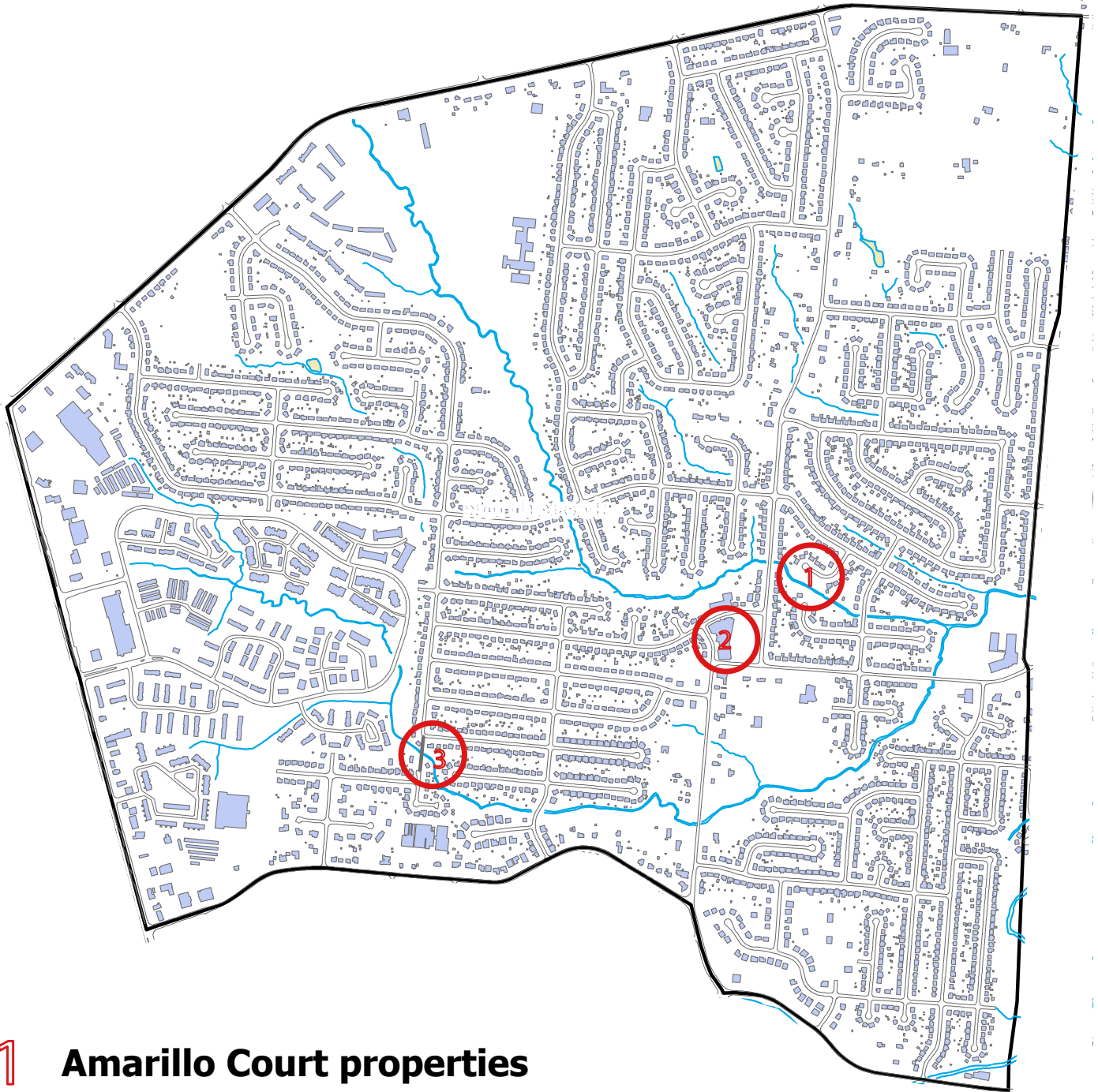


Prepared for:

A Greater Northbrook

Photo Source: A Greater Northbrook Facebook Page

POTENTIAL ACTIVATION SITES

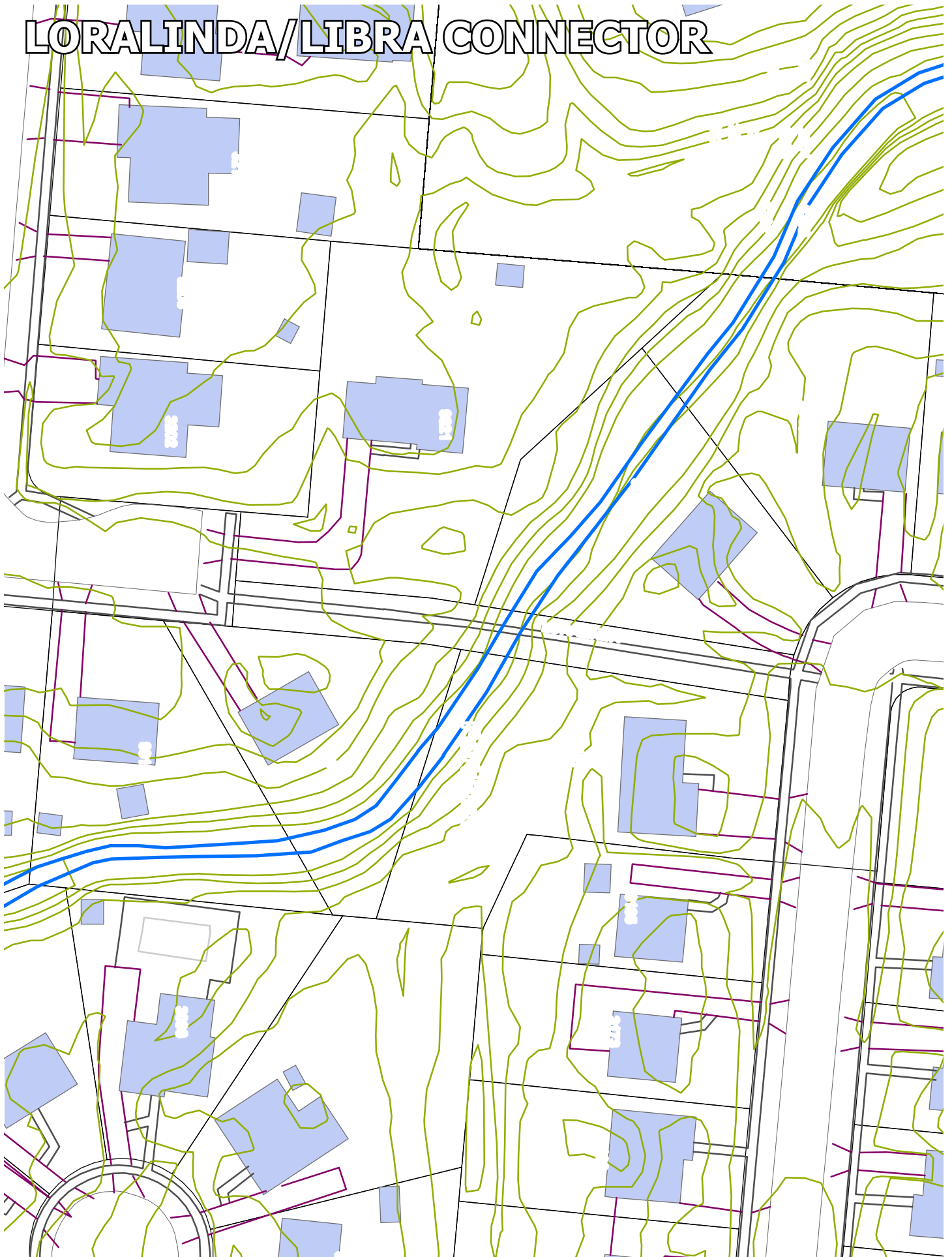


1 Amarillo Court properties

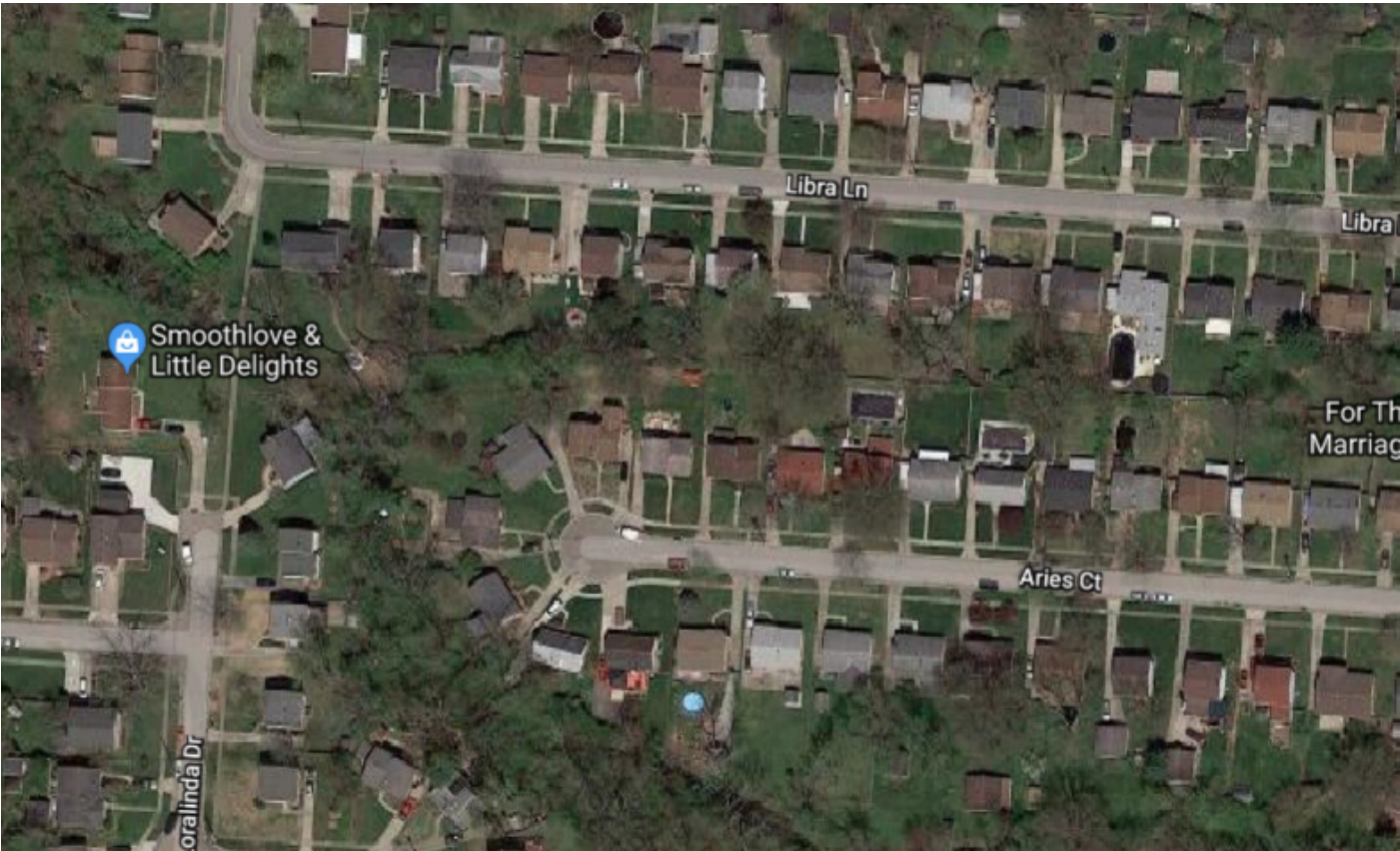
2 Shopping Center

3 Loralinda Drive/ Libra Lane Connection

LORALINDA/LIBRA CONNECTOR



Loralinda Drive/ Libra Lane Connection



From Loralinda Dr



From Libra Ln

Potential Activation Strategies

1. Historic Heritage Trail

Prominent members of the community and important events of the past can be celebrated with a "historic heritage trail" by painting the sidewalk connecting the two streets with the story of A Greater Northbrook. The story of early families coming to the community can be told, some of the older businesses in Northbrook can be highlighted. Mid-century modern motif.



Implementation timeline: medium term

Cost: from \$1,000+

case study: <http://www.blueridgemusicnc.com/african-american-music-trails>

2. Rain Activated Positive Messages

A special message or messages can be written on the sidewalk that is only revealed when it rains. Positive affirmations for the community, quotes, or poetry selected by the community and placed in this space. Activating this space can create a destination point and encourage exercise.



Implementation timeline: short term

Cost: \$50-\$500

tutorial: <https://rain.works/how/>

3. Exercise Circuit/ Trail

Along this path, informational signs can be posted teaching people no-equipment exercises. It can be part of a pre-determined length trail through the community to encourage exercise. Walking clubs can be created around this circuit. Option to partner with Go Vibrant, an organization that puts together different walking routes across communities in Cincinnati.

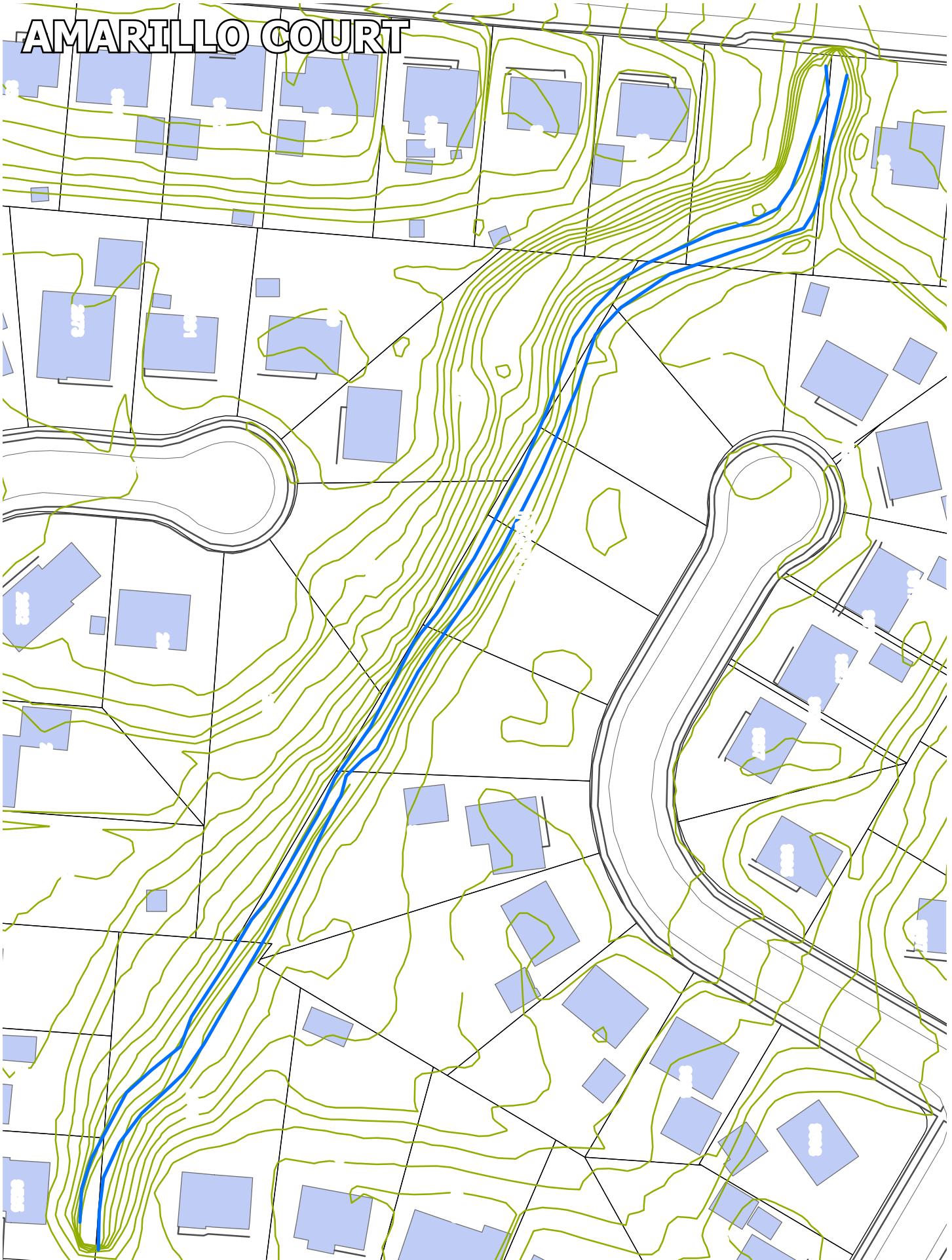


Implementation timeline: medium term

Cost: \$500-\$1,000

<http://govibrant.org/>

AMARILLO COURT



Amarillo Court properties



Potential Activation Strategies

1. Pocket Park Ecosystem

Elements of this activation can be focused on creating biodiversity in Northbrook. Milkweed can be planted to attract monarch butterflies, nesting boxes attached to lamp posts can attract birds, and nest boxes can be placed for bees to pollinate native plants and produce honey.

Implementation timeline: medium term

Cost: Volunteers needed, tools can be brought in on loan from Cincinnati Tool Bank, \$500-\$1,000 per planting site, depending on size.



2. Kid's Choice Playground

Through this idea, UFF would like the choice to be up to the children of the community. An engagement session with the kids would take place and we would pull ideas about what they would like in this space from that, within reason. This would give kids from the community ownership over the space and encourage visitation.

Implementation timeline: medium term

Cost: \$2,000 depending on what you want to build or purchase

case study: <http://publicworkshop.us/blog/2012/11/30/it-would-be-great-if-this-happened-all-over-philly-how-about-adventure-playgrounds-outdoor-tinkering-spaceseverywhere/>



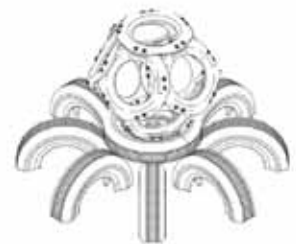
3. DIY Pocket Park

Using abundant resources already in the community (tires, etc.) people can submit ideas and create what they would like in this space. There can be a day for the community to come together and create the space as one. A bench and picnic table can be painted, tunnels, planters, and tires swings made out of tires, and more. Can be used in conjunction with #2, but will be more of a general park than a kids play area.

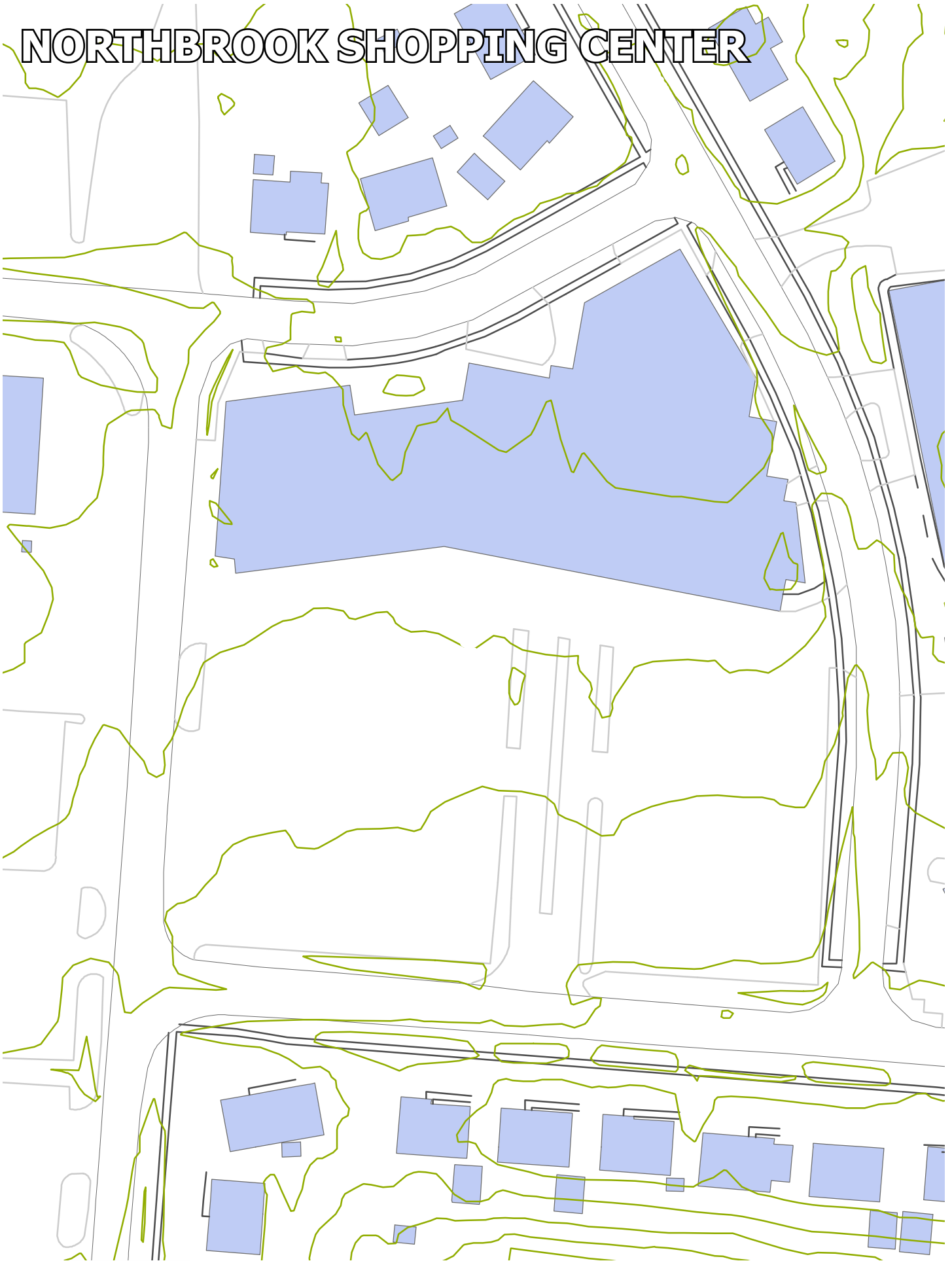
Implementation timeline: short term/immediate

Cost: \$500-\$5,000

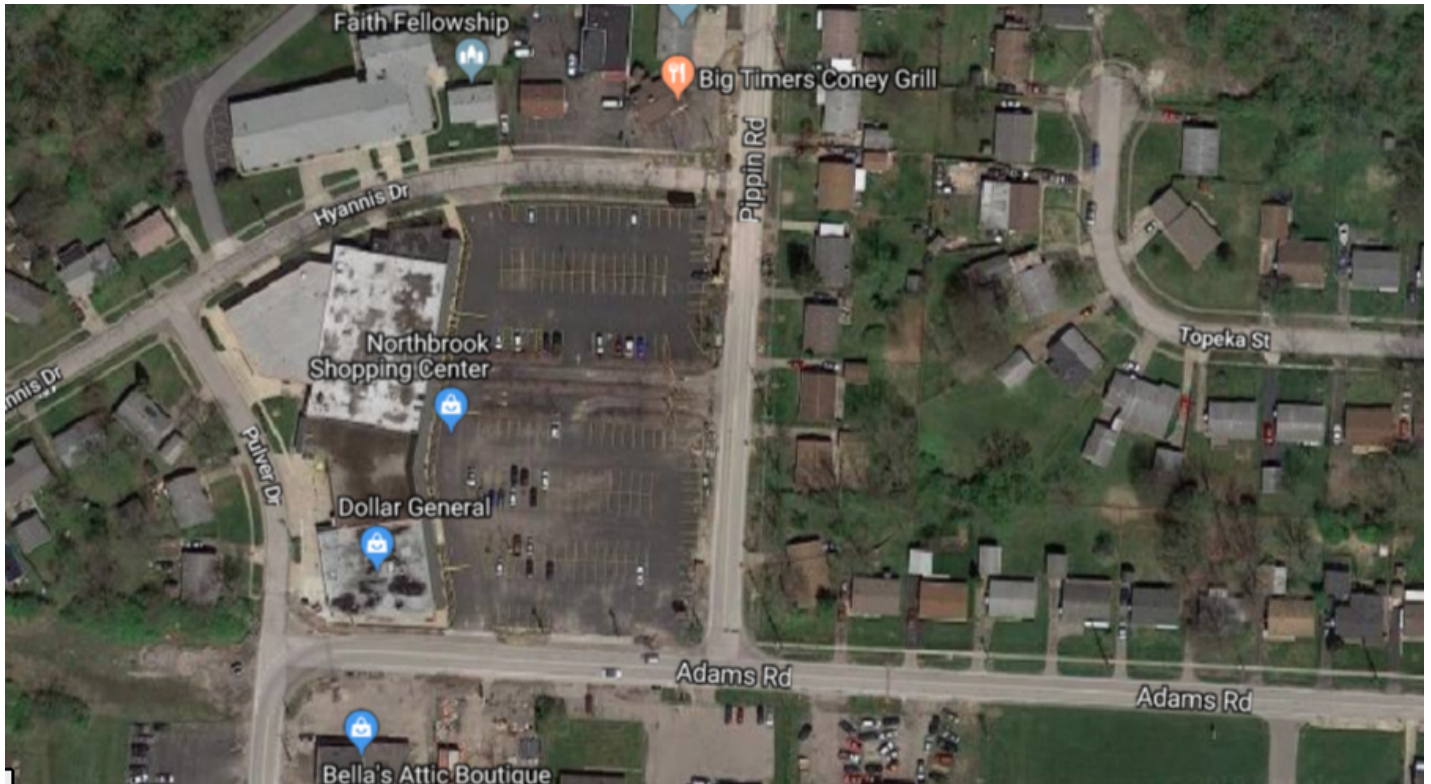
It is a large site, any combination of these ideas or all three would fit.



NORTHBROOK SHOPPING CENTER



Shopping Center



From Pippin Rd

Potential Activation Strategies

1. Chalktivation

With the abundance of asphalt, we can use a more permanent form of chalk (last a few weeks) for a few ideas. "Dancing steps" can be placed for a community dance night. A portion of the lot can be devoted to an "I Love Northbrook Because.." and leave spaces where people can reply with chalk. A chalk mural can be commissioned on the parking lot.

Implementation timeline: short term/immediate

Cost: \$300



2. Portioned Parklet

By taking part of the parking lot and putting umbrellas, picnic tables, chairs, and other moveable furniture, you can invite the community to sit down in an outdoor living room for a conversation. Optional food truck event.

Implementation timeline: medium term

Cost: \$100- \$1,000, can use recovered materials like palettes.



3. Giant Game Night

A chess and checkerboard can be painted in the lot with oversized game pieces, a "community" ping pong table can be painted and part of the fun. Encourage others to bring board games and other games like cornhole and hillbilly golf.

Implementation timeline: medium term

Cost: \$2,000



Integrating multiple ideas from this page or others (rain activated paint) is possible.



Recommended Path Forward

The next steps towards a Greater Northbrook would be reviewing all of the options for tactical activation for each site and deciding what would be best, in your opinion, for your community. The point of tactical activation is to bring the community together through an experience or feeling. During initial meetings, your group identified negative perception as a barrier to success for the greater Northbrook community, so activation such as these are meant to encourage those within your community to get to know Northbrook, as well as invite others outside the community to come in.

The three areas identified can be utilized as a place for social infrastructure and for the community to create memorable experiences, whether short term or long term. They can also impact overall health. Recreational areas and leisure areas can have an impact on reducing socioeconomic health inequalities whether they be physical or mental.

Many of the potential activation ideas can be do-it-yourself projects for the entire community to create together, while cutting costs.



NORTHBROOK NOW: A COMMUNITY REINVESTMENT PLAN

Prepared by:

URBAN FAST FORWARD

Kathleen Norris

John Yung, AICP

Addie Sherman

Jessica Hufnagle

Colerain Township Trustees

Raj Rajagopal, President.

Dan Unger, Vice President.

Greg Insko, Trustee.

Heather Harlow, Fiscal Officer.

Colerain Township Officials

Geoff Milz -Township Administrator

Jeff Weckbach - Assistant Administrator

A Greater Northbrook

Lori McMullin

Lora Dakin

Rhonda Lahmann

Frank Walters

Chad Ballard

Mike Beckman

Amanda Beckman



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 27th 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>
3283 AINSWORTH	510-0102-0101-00
2986 ATWATER	510-0052-0523-00
2575 AMBASSADOR	510-0043-0202-00
8370 CHESSWOOD	510-0090-0139-00
7519 EAST MIAMI RIVER	510-0440-0088-00
2724 GROSVENOR	510-0042-0168-00
9660 MARINO	510-0052-0293-00
10262 MENOMINEE	510-0042-0233-00
3236 PAPRIKA	510-0123-0099-00
7670 PIPPIN	510-0072-0071-00
9873 PIPPIN	510-0044-0117-00
6881 RUTHERFORD	510-0074-0308-00
10745 SHIPLEY	510-0032-0333-00
2450 SPRINGDALE	510-0043-0035-00
2520 SPRINGDALE	510-0043-0038-00
2562 SPRINGDALE	510-0043-0040-00
10116 WINDSWEPT	510-0113-0059-00

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 27th 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 27th day of August, 2019.

Heather E. Harlow
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Center for Local Government Regarding the Establishment of a Traffic Calming Device Library

Recommend adoption of a motion to Authorize the Township Administrator to Execute a Memorandum of Understanding with the Center for Local Government Regarding the Establishment of a Traffic Calming Device Library.

Rationale:

The Center for Local Government is spearheading the development of a library of traffic calming devices that would be available to all participating communities on loan. The idea is that various temporary roadway interventions could be deployed and tested by participating jurisdictions to determine the effectiveness of an intervention prior to a permanent installation.

Under this MOU, Colerain Township would be able to borrow items from other communities in the region in order to test traffic calming. Other agencies would also be able to borrow any of Colerain Township's temporary traffic calming devices if they are not currently being used by the Township.

DRAFT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between _____

and the Center for Local Government, an Ohio based 501c3 organization, to form a cooperative effort to share equipment and information related to traffic and speed control efforts on public roads. This program shall be known as the “Center for Local Government Traffic Calming Lending Bank,” or “Lending Bank.”

Whereas, Cities, Townships, Villages and Counties across Southwest Ohio have received numerous complaints from their residents about speeding drivers, and;

Whereas, Speeding in residential neighborhoods is an acute danger to residents, and lowers quality of life, and;

Whereas, Pedestrian safety has become an increasingly pressing issue as more residents choose other forms of transit such as bicycles, and;

Whereas, current methods of speed control are often targeted law enforcement efforts, which are temporary by their nature, and;

Whereas, identifying road design based speed control pilot projects can lead to permanent and effective solutions.

NOW, THEREFORE, THE FOLLOWING POINTS REFLECT THE INTENT OF THE PARTICIPATING GOVERNMENTS TO FORM THE CENTER FOR LOCAL GOVERNMENT TRAFFIC CALMING LENDING BANK:

1. Definitions:
 - a. Borrower: The participant who is receiving the traffic calming equipment on loan
 - b. Eligible for sharing: Traffic Calming Equipment that may be lent and borrowed through the Lending Bank
 - c. Lender: The participant that owns an item of traffic calming equipment
 - d. Lending Bank Database: An online database, hosted by the Center for Local Government, which identifies the type of equipment that is eligible to be shared amongst the participants through the Traffic Calming Lending Bank program.
 - e. Participants: Any government or partner organization that is party to this Memorandum of Understanding (MOU).
 - f. Traffic Calming Equipment (or “equipment”): includes bollards, crosswalk stencils, stop stencils, temporary curb stops, temporary signage related to traffic control, plant pots or other temporary road barriers, traffic volume measuring equipment, equipment to measure and record average traffic speeds, and all future items that the participants choose to designate as eligible for sharing.

2. Participants in the Lending Bank agree that all other participants in the lending bank are eligible to be a borrower, and that they will lend equipment that is eligible for sharing if requested and if that equipment is available for use.
3. A Lending Bank Database shall be established:
 - a. Participants in the Lending Bank shall identify what traffic calming equipment they currently own, and shall designate all or a subset of that equipment as eligible for sharing. For traffic calming equipment eligible for sharing, the type of equipment and the number of units owned by each government shall be submitted to the Lending Bank Database.
 - b. Each participant will designate a contact person, who will provide their name, phone number, and e-mail address. The Center for Local Government shall maintain an e-mail list of contact people.
4. Participants in the Lending Bank shall continue to own and house their traffic calming equipment at their facilities when not in use or being borrowed.
5. If a participant wishes to borrow a unit of traffic calming equipment, the following procedure shall be followed:
 - a. The participant may directly contact another participant through their contact person. Once the traffic calming equipment to be shared is identified, they will arrange a time to exchange the equipment. They shall contact the Center for Local Government to that the equipment sharing database can be updated.
 - b. The participant may contact the Center for Local Government, who will broadcast their request to the e-mail list. The Center for Local Government shall then update the equipment sharing database accordingly.
 - c. In all instances, the government borrowing the equipment shall inform the government loaning the equipment of the time window for which the equipment will be borrowed.
6. Participants may temporarily block certain equipment from being borrowed if they intend to use the equipment for their own projects during a given timeframe. If a unit of equipment is to be blocked, the participant shall inform the Center for Local Government, who will update the Equipment Sharing Database accordingly.
7. Participants in the Lending Bank agree to the following liability provisions:
 - a. The participant borrowing a piece of equipment is responsible for all costs associated with repair if the equipment is **damaged** while being borrowed. The government loaning the equipment and the government receiving shall both verify that it in good working order at the time of delivery to the borrower. **This includes warning the borrowing government of any “wear and tear” issues that may present maintenance problems.**
 - b. The participant borrowing a piece of equipment is responsible for any workers compensation, overtime, or other personnel issues pertaining to the borrower’s deployment and/or operation of the equipment. **Any insurance claims resulting from the deployment and/or operation equipment shall be the responsibility of the government deploying and/or operating the equipment.**

- c. The participant borrowing a piece of equipment from the Lending Bank is responsible to determine what equipment is needed, how to safely deploy and use such equipment through its engineer and/or Law Enforcement personnel, what signage or other traffic controls may be required to use the equipment, and the proper maintenance of the equipment during its deployment.
 - d. **The Lender shall not be held liable for any acts or omissions of the Borrower. The Borrower shall not be held liable for any acts or omissions of the lender.**
8. The participants in the Lending Bank may wish to purchase additional traffic calming equipment either jointly or as individual entities at a future time:
- a. A government may choose to purchase traffic calming equipment unilaterally and then make it available to be shared via the Lending Bank.
 - b. For more specialized pieces of equipment, the participants may choose to jointly purchase a piece of traffic calming equipment. In the event of that outcome, the participants shall select a lead government, who would serve as the owner of the equipment.
 - i. The lead government shall house this piece of equipment unless another arrangement has been identified.
 - ii. All participants shall pay an even share of the cost of the equipment. The Center for Local Government shall invoice all participants for their financial share. The Center for Local Government shall then reimburse the lead government.
9. Participants in the Lending Bank agree to share the results of any traffic calming pilot projects using the standardized form developed by the Center for Local Government.
10. This agreement may be amended with the approval of 2/3 of the participants.

AGREED AND ACCEPTED:

THE VILLAGE OF _____

By: _____

Its: Village Manager

Date: _____, 2019

THE CENTER FOR LOCAL GOVERNMENT

By: _____

Its: Executive Director

Date: _____, 2019

THE CITY OF _____

By: _____

Its: _____

Date: _____, 2019

THE CITY OF _____

By: _____

Its: _____

Date: _____, 2019

_____ **TOWNSHIP**

By: _____

Its: ____ Township Administrator

Date: _____, 2019

_____ **TOWNSHIP**

By: _____

Its: ____ Township Administrator

Date: _____, 2019

THE VILLAGE OF _____

By: _____

Its: Village Manager

Date: _____, 2019

THE VILLAGE OF _____

By: _____

Its: Village Manager

Date: _____, 2019

THE CITY OF _____

By: _____

Its: _____

Date: _____, 2019

THE CITY OF _____

By: _____

Its: _____

Date: _____, 2019

_____ **TOWNSHIP**

By: _____

Its: ____ Township Administrator

Date: _____, 2019

_____ **TOWNSHIP**

By: _____

Its: ____ Township Administrator

Date: _____, 2019

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Northwest Local School District Regarding the Establishment of a TIF District at the Duke Energy Site

Recommend approval of a motion to authorize Township Administrator to execute a Memorandum of Understanding with the Northwest Local School District regarding the establishment of a TIF District at the Duke Energy Site.

Rationale:

Recent events have made it tragically clear that there is a need for improved pedestrian facilities on Colerain Avenue in Groesbeck. To improve the pedestrian experience the Township applied for a Transportation Alternatives Grant through the Ohio-Kentucky-Indiana Regional Council of Governments.

The grant would support the construction of new curb and 6' sidewalks from Shady Crest Dr. to Jonrose Ave. along Colerain Ave. While there are currently 2-4' sidewalks in place in this section of Colerain Avenue, they are of inadequate width, in need of repair or replacement, and many sections are crumbling. Pedestrian-scale lighting, landscaping and/or walls will be used to create a buffer between pedestrians and vehicular traffic along Colerain Avenue or the businesses the sidewalks run in front of.

Along this stretch of Colerain Avenue there is no distinction between private property and the sidewalk, where in general the parking is abutting directly to the sidewalk, which creates a prominent safety issue for pedestrians as well as producing a cramped and chaotic feel.

The Transportation Alternatives Grant could provide up to \$750,000 of the \$1,215,000 total project cost. Funds generated from the establishment of a TIF District on the Duke Property would be used to provide the local match required to make this project become a reality if the grant is awarded.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is entered into this ____ day of _____, 2019, by and between **COLERAIN TOWNSHIP, OHIO**, an Ohio township (“Township”), and the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, the Board of Education (“Board”) of the Northwest Local School District (inclusive of the Board, the “District”).

1. This Memorandum sets forth certain agreed upon terms relating to the establishment by the Township of a tax increment financing district (the “TIF District”) in accordance with Section 5709.73(B) of the Ohio Revised Code, and in connection therewith, the compensation to be paid to the District as a condition of its approval of the TIF District in accordance with Section 5709.73(D) of the Ohio Revised Code.

2. The Township has proposed the establishment of the TIF District for a term of thirty (30) years and, which TIF District would provide for the exemption of 100% of the real property taxes with respect to improvements made to real property within the TIF District.

3. There are two properties yet to be acquired by Duke Energy which are expected to be part of the TIF District, consisting of the property (a) formerly owned by Fireside Hospitality, LLC located at 7580 Colerain Avenue, Cincinnati, Ohio 45239 (Parcel Numbers 510-0071-0217-00 and 510-0071-0473-00) and (b) owned by the Township located at 7560 Colerain Avenue, Cincinnati, Ohio 45239 (Parcel Number 510-0071-0227-00) (collectively (a) and (b) are hereinafter referred to as the “Outstanding Properties”).

4. The Township has represented to the District that the real property within the proposed TIF District (other than the Outstanding Properties) is currently owned by Duke Energy and that Duke Energy expects to acquire and own the Outstanding Properties for inclusion in the TIF District. In addition, the Township has represented that Duke Energy expects to construct a new approximately 81,000 square foot electric operations center on such property at an approximate cost of \$18,000,000, including collaborative workspaces and training areas, a warehouse and garage, and covered areas for Duke Energy bucket trucks and supplies used by line technicians. The new facility is expected to employ 100 people when it opens, with room for future expansions as needed.

5. As a condition of the District’s approval of the TIF District, the Township has agreed to compensate the District as a result of real property taxes foregone due to the exemption of real property in the TIF District. Such compensation shall be in an annual amount, during the term of the TIF District, equal to one hundred percent (100%) of the real property tax revenue that the District would have received from improvements to the real property in the TIF District were it not for the exemption granted in connection with the TIF District. Stated more specifically, the agreed-upon compensation shall be an amount equal to 100% of the effective commercial millage rate in the District’s jurisdiction for real property taxes, as determined by the Hamilton County Auditor’s Office and adjusted annually.

6. Nothing in this Memorandum shall be construed as the notice required to be given by the Township to the District in connection with the proposed establishment of the TIF District,

as required by Sections 5709.73(D) and/or 5709.83 of the Ohio Revised Code, nor should anything herein be construed as the approval of the District with respect to the TIF District.

7. The Township and the District agree to work cooperatively with a view towards successfully completing the required statutory procedures to establish the TIF District prior to December 31, 2019, excluding the filing of any applicable exemption (DTE) forms with the Hamilton County Auditor or the Ohio Department of Taxation, which shall be the sole responsibility of, and shall be at the discretion of, the Township following adoption of the resolution establishing the TIF District.

8. This Memorandum shall terminate on the earlier of December 31, 2019 or the date on which the Township adopts the resolution establishing the TIF District; provided, that the term of this Memorandum may be extended pursuant to an amendment hereof in writing and signed by the parties hereto. Notwithstanding this Section 7, this Memorandum may be terminated by either party upon providing fourteen (14) days' prior written notice to the other party.

9. The laws of the State of Ohio shall govern this Memorandum.

10. This Memorandum constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum shall supersede all previous communications, representations, contract, or memorandum of understanding, either written or oral, between parties.

[Remainder of page intentionally left blank]

11. Either party may request a meeting to review or revise this agreement, if needed.

WITNESS the signature of the parties aforesaid, this ____ day of _____ 20__.

**NORTHWEST LOCAL SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COLERAIN TOWNSHIP, OHIO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with the Northwest Local School District Regarding the Establishment of a TIF District at the Sovereign Road Development Site

Recommend approval of a motion to authorize the Township Administrator to execute a Memorandum of Understanding with the Northwest Local School District regarding the establishment of a TIF District at the Sovereign Road development site.

Rationale:

Developer Mike Perleberg of American Development owns parcel 510-0062-0230-00 which is 30.87 acres of land located at the eastern end of Sovereign Drive and extends to Pippin Road. The developer proposes to construct 130 market-rate rental units of 3 bedroom/2 bathroom, residential, four-plex townhomes on the site. The anticipated level of capital investment in this project is \$15.1M.

There is an opportunity with this project to alleviate traffic on Colerain Ave by constructing an extension of Sovereign Drive from its current stub eastward to the existing intersection of Pippin and Neptune. We believe the cost of this improvement will be approximately \$1.1M. Once the Sovereign Drive extension is complete, we have had discussions with the Hamilton County Engineer's office to rededicate the entire length of Sovereign Drive from Colerain to Pippin as a County Road.

To make the Sovereign Road extension come to fruition, the Board would need to establish a TIF district on the development.

It is the belief of staff that this project represents the single most impactful opportunity for alleviating traffic on Colerain Ave. that this Board of Trustees will have. The cost of the infrastructure improvements will not be borne by the tax payers. Rather, the development will pay for the improvements. The residential development will be built regardless of whether the road extension is constructed or not. There is a possibility that we could absolve ourselves of the cost of future maintenance of the road by dedicating the existing and future Sovereign Drive to the Hamilton County Engineer at the conclusion of the project.

**MEMORANDUM OF UNDERSTANDING
(SOVEREIGN DRIVE TIF)**

This Memorandum of Understanding (this “Memorandum”) is entered into this ____ day of _____, 2019, by and between **COLERAIN TOWNSHIP, OHIO**, an Ohio township (“Township”), and the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, the Board of Education (“Board”) of the Northwest Local School District (inclusive of the Board, the “District”).

1. This Memorandum sets forth certain agreed upon terms relating to the establishment by the Township of a tax increment financing district (the “TIF District”) in accordance with Section 5709.73(B) of the Ohio Revised Code, and in connection therewith, the compensation to be paid to the District as a condition of its approval of the TIF District in accordance with Section 5709.73(D) of the Ohio Revised Code.

2. The Township has proposed the establishment of the TIF District for a term of thirty (30) years and, which TIF District would provide for the exemption of 100% of the real property taxes with respect to improvements made to real property within the TIF District.

3. The Township has represented to the District that the real property within the proposed TIF District is intended to be acquired by a developer and that said developer expects to construct a new 130-unit multi-family housing development consisting of duplex and quadruplex housing units on such property at an approximate cost of \$[13,000,000]. In connection with this development, the existing road known as Sovereign Drive in the Township will be extended from its current endpoint across the property and connect with Pippin Road to the east of the property, including, as a part of such extension, the construction of a bridge across West Fork Mill Creek (the “Public Improvement”).

4. As a condition of the District’s approval of the TIF District, the Township agrees to compensate the District as a result of real property taxes foregone due to the exemption of real property in the TIF District. The Township and the District acknowledge that current quantitative models do not provide adequate coverage on notes, bonds, or other obligations (the “Public Obligations”), the proceeds of which would be used to finance the Public Improvement in the event that the District is compensated in an annual amount equal to one hundred percent (100%) of the real property tax revenue that the District would have received from improvements to the real property in the TIF District were it not for the exemption granted in connection with the TIF District (that is, in an amount equal to 100% of the effective commercial millage rate in the District’s jurisdiction for real property taxes, as determined by the Hamilton County Auditor’s Office and adjusted annually) (“Make-Whole Compensation”). As an alternative to the receipt of annual Make-Whole Compensation, the Township agrees to provide, and the District agrees to accept, a certain percentage of annual Make-Whole Compensation that may be agreed upon at a later date, at a rate (and in an amount) that is less than one hundred percent (100%) of the effective commercial millage rate in the District’s jurisdiction for real property taxes, and which rate (and corresponding amount) permits the Township to sell Public Obligations for the Public Improvement with reasonably sufficient debt service coverage to make the Public Obligations sufficiently marketable and which reduced rate (and resulting compensation) to the District is ultimately acceptable to the District in its sole discretion;

provided, however, that the District may negotiate with the Township for the receipt of residual amounts not needed for debt service or debt service coverage on the Public Obligations used to construct the Public Improvement the in order to make the District's compensation closer to Make-Whole Compensation.

5. Nothing in this Memorandum shall be construed as the notice required to be given by the Township to the District in connection with the proposed establishment of the TIF District, as required by Sections 5709.73(D) and/or 5709.83 of the Ohio Revised Code, nor should anything herein be construed as the approval of the District with respect to the TIF District.

6. The Township and the District agree to work cooperatively with a view towards successfully completing the required statutory procedures to establish the TIF District prior to **[December 31, 2019]**, excluding the filing of any applicable exemption (DTE) forms with the Hamilton County Auditor or the Ohio Department of Taxation, which shall be the sole responsibility of, and shall be at the discretion of, the Township following adoption of the resolution establishing the TIF District.

7. This Memorandum shall terminate on the earlier of **[December 31, 2019]** or the date on which the Township adopts the resolution establishing the TIF District; provided, that the term of this Memorandum may be extended pursuant to an amendment hereof in writing and signed by the parties hereto. Notwithstanding this Section 7, this Memorandum may be terminated by either party upon providing **[fourteen (14)]** days' prior written notice to the other party.

8. The laws of the State of Ohio shall govern this Memorandum.

9. This Memorandum constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum shall supersede all previous communications, representations, contract, or memorandum of understanding, either written or oral, between parties.

[Remainder of page intentionally left blank]

10. Either party may request a meeting to review or revise this agreement, if needed.

WITNESS the signature of the parties aforesaid, this ____ day of _____ 20__.

**NORTHWEST LOCAL SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COLERAIN TOWNSHIP, OHIO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Employee Wage Adjustment

Recommend approval of all consent items.

Rationale:

Lt. Phillips was promoted to Patrol Commander on March 13, 2018. As part of this promotion, Lt. Phillips was to serve a one-year probationary period. At the end of the one year probationary period, Lt. Phillip's pay was to be increased to \$42.79 per hour. At the start of 2019, Lt. Phillip's received a merit pay increase \$42.09 per hour.

This increase would bring Mr. Phillips pay to \$42.79 per hour, effective 8/11/2019, which would correct for the pay increase that was to occur on March 13, 2019.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Chris Phillips Department: Police
Board Approved Date: 8/27/2019 Date Effective: 8/11/2019

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: Patrol Commander Supervisor: Mark Denney
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: _____
Full-Time: ☐ Start Date: _____ End Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☐	Title/Dept: _____	Title/Dept: _____
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>42.09 / hour</u>	Salary: <u>42.79 / hour</u>
Status: ☐	Status: _____	Status: _____

Other changes:

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of COBRA Rights? _____ Date Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Verify Final Payout ☐

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

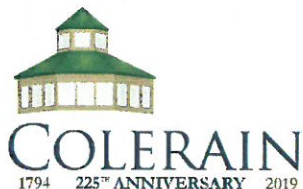
New Hire Authorization - Planning & Zoning - Director of Planning & Zoning

Recommend approval of all Consent Agenda items.

Rationale:

The position of Director of Planning & Zoning was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Michael Ionna

The wage for this job is \$39.41 per hour.



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: 131 – Director of Planning and Zoning Position Number: 3001

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: Michael Ionna

Hourly rate: \$39.41

Employee Supervisor: Jeff Weckbach

Min/Max hours/week: 40 hours / week

Proposed start date: TBD

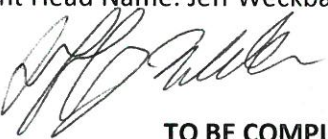
Eligibility Date: 8/28/2019

Tentative schedule of hours: Monday – Friday from 8:00 AM – 4:30 PM

Does this position supervise staff? ☒ Yes ☐ No

Comments:

Department Head Name: Jeff Weckbach

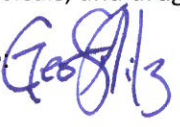
Signature: 

Date: 8/16/2019

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: 8/28/2019

Administrator Signature: 

Date: 8.20.19

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: 07/10/2019

Date posting closed: 08/20/2019

Interview Committee: Geoff Milz, Jeff Weckbach, Mark Denney, Will Mueller, Kevin Schwartzhoff;
Marty Kohler, Jesse Urbancsik, Chris Cavallaro, Glenna Carter

Interview dates: 8/5/19, 8/8/19, 8/9/19

Number of applications: 910

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Healthworks for Health Screening for Employees

Recommend adoption of all consent agenda items.

Rationale:

Healthworks will provide biometric screening to our employees at no cost to the township.



Building **Healthy** Worksites

Agreement for Colerain Township

Written by Monica Rothhaas

SECTION 1

Introduction

WELLNESS SOLUTIONS for Colerain Township

HealthWorks is pleased to partner with you again

We are grateful for the opportunity to provide wellness solutions for Colerain Township. Thank you.

Enclosed you will find the following documents:

1. Proposal-List of Services and Applicable Pricing Estimates (acceptance required)
2. HealthWorks Service Agreement-Please take a moment to review, some additional fees may apply and will be outlined in this agreement (acceptance required).
3. Eligibility Template (an attachment)-Please complete the entire excel template and e-mail back to me. Please return this via secure method. If you do not have access to a secure server, please let me know and I can assist you.
4. EEOC documents (2 attached)-The EEOC Final Ruling on Wellness Programs is for your files/information only. The Employee Notice is what you will distribute to your employees, if applicable.

If you need more information regarding the EEOC ruling please click on the link below.

SECTION 2

Your Investment

SO...HERE'S THE DEAL



Service	Price	QTY	Product Family	Subtotal
One Time Cost				
Additional Fees May Apply-See HealthWorks Agreement Below	\$0.00	1	Flat Fee	\$0.00
Biometric Screening-Fingerstick with A1C Screening cost for plan members to be filed to carrier for reimbursement	\$0.00	50	Per Participant	\$0.00
Flu Shot Flu shots for plan members are filed to carrier for reimbursement	\$0.00	50	Per Participant	\$0.00
Total		\$0.00		

Invoiced to: Anthem

SECTION 3

Next Steps

HOW TO GO AHEAD

We appreciate your continued business. As with everything, we make things as simple as possible.

Before we get started you need to:

SIGN YOUR AGREEMENT

1. Review the Healthworks Agreement (and initial where prompted)
2. Sign below to accept this Proposal and the HealthWorks Agreements
3. Return the Eligibility Template by September 15, 2019



SECTION 4

Terms and Conditions

HealthWorks Agreement for Services

This Agreement for Services is made this day of , between HealthWorks and Colerain Township ("Client").

Description and Terms of Services:

1. Services to be rendered: HealthWorks will provide adequate staff for conducting biometric health screenings to include blood work; blood pressure; BMI; waist circumference; and a personal report for each participant. When offsite options are being offered, HealthWorks will provide the necessary services for tracking and processing the results. HealthWorks's online portal will be made available and services rendered depending on the platform level chosen. Please refer to Proposal for services chosen.

2. Minimum Participant Requirements (applicable for on-site screenings):
Minimum Participation Requirement for Locations INSIDE a 60-mile radius from HealthWorks Cincinnati Office (4329-B Red Bank Rd, Cincinnati, Ohio 45227): HealthWorks requires a minimum of 12 participants scheduled consecutively or additional fees will apply:

- For screenings with less than 12 participants, an additional fee of \$50 will be charged for each participant below the 12-person minimum (with a maximum of \$200).

Fees for Events With <12 Participants

# of Participants	Additional Charge
11	\$50
10	\$100
9	\$150
8 or less	\$200

Minimum Participation Requirement for Locations OUTSIDE a 60-mile radius from HealthWorks Cincinnati Office:

HealthWorks requires a minimum of 24 participants scheduled consecutively or additional fees will apply:

Fees for Events With <24 Participants

# of Participants	Additional Charge
1-9	\$300
10-24	\$150

- *Note: participants who elect biometrics only (ht., wt., waist, BP) may NOT be applied to the minimum requirement.*

3. Event Details: Client is responsible for monitoring participation and must notify HealthWorks at least 7 days prior to the screening if the estimated number of participants has changed, to prevent over-staffing. Failure to do so will result in a fee of \$75/hour/extra staff member sent on site. Any such staffing fees will be invoiced to Client. The Event Detail Chart requires your initials for approval.

Event Detail Chart

Event Date	Location	Estimated Participants	Event Time
------------	----------	------------------------	------------

4. Marketing Toolkit: HealthWorks will provide the following: 1) checklist for rolling out health screen event; 2) excel template for client to populate a list of all benefit-eligible health screen participants (MUST be returned by requested date); 3) promotional flyer to be circulated by Client to its employees.

5. Scheduling (for biometric screening event): Please note additional fees that may apply.

- **HealthWorks online appointment scheduler:** This is the preferred scheduling method. HealthWorks will create a link on HealthWorks website (www.cincyhealthworks.com) to allow Client's employees to schedule their screening appointments online. Client's employees may also choose to call HealthWorks directly (513-751-1288) to schedule an appointment.
- **Client manages the scheduling in-house:** Client will submit all appointments to HealthWorks via the online scheduler or provide us with a typed Excel spreadsheet no later than 3 business days prior to the scheduled screening date. A \$150 charge will be added for schedules not provided to HealthWorks 3 business days prior to the event.

6. Corporate Reporting/Wellness Program Recommendations: Upon completion of Health Screening event, HealthWorks will (only applicable with groups of 25+) provide a Corporate Health Data Report that includes aggregate biometric values. For additional reporting requests, a \$50/hour fee may apply.

7. Results Delivery: Results will be mailed to participants' homes in the case of a venipuncture screening. For finger stick screenings, results will be hand delivered to the participant at the event. In both cases, results will be entered in the HealthWorks portal for online viewing.

8. Offsite Screening (Physician or LabCorp): Additional collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$15, Physician \$10). Set up fees may also apply for PCP campaign only clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data.

9. Travel/Expenses: Client agrees to the following applicable travel fees/expenses:

- Mileage:
 - HealthWorks will invoice Client for mileage for any job that is ≥45 miles from the closest HealthWorks regional office at a rate of 58 cents/mile.
- Staff Travel Fees:
 - A ½ - day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 60-100 miles
 - A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles
- Hotel charges will be billed directly to client
 - Pre-event: as required for jobs with travel and a start time before 8:30am
 - Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)
- Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- For screening events with start times of 6:00am or earlier – OR – after 7:00pm, a \$50 fee will be charged per HealthWorks staff member.
- Weekend Event Charge: an additional \$50 per HealthWorks staff member will be charged for weekend screenings.
- Any applicable parking fees will be billed directly to the client.

10. Cancellation / Date Change Policy: Client agrees to the following cancellation fees:

- A \$300 cancellation fee will be charged for all screening events cancelled within 7 business days of the confirmed date
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 business days of the confirmed date
- Change of Screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event.

11. Insurance: HealthWorks has agreements with many insurance carriers and will file claims for Clients' employees if these carriers are the employees' primary (not a secondary) insurance. HealthWorks does not accept Medicare or Medicaid. HealthWorks shall maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.

12. Uninsured / Rejected Claims: HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan. (Please note: HealthWorks is unable to file Anthem Pathways claims.) Rejected claim or uninsured participant pricing:

- Venipuncture (no AI-C) = \$50
- Venipuncture w/AI-C = \$60
- Finger Stick (no AI-C) = \$55
- Finger Stick w/AI-C = \$68

13. Privacy: HealthWorks agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

Employee Engagement Data. Healthworks and its Agents understand and agrees that Client is the sole and exclusive owner of all data and information about Participants provided by Client in accordance with this Agreement ("Participant Data"). All Participant Data supplied to Healthworks or gathered with the Elevate engagement portal, hereunder, in any form, and any and all copies thereof, are to be used by Healthworks and its Agents solely in the performance of its rights and obligations under this Agreement. Such obligations may include reviewing performance data used to prepare

executive level reporting or making recommendations for program improvements, monitoring rewards fulfillment activities, and assisting with program administration as well as other tasks as assigned.

14. Payment Terms: 14 days upon receipt of invoice. For Elevate Peak customers, Client will be billed monthly per employee for the annual contractual period. Any applicable set up fees are billed the first month of the program.

Signature

By signing you agree to the Healthworks Agreement and this Proposal.

HealthWorks	Colerain Township
Signature: <i>Denise Flickner</i>	Signature:
Name: Denise Flickner	Name:
Title: President	Title:
Date: Jul 08, 2019	Date:

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Citizens for Civic Renewal for Facilitation Services

Recommend approval of all consent agenda items.

Rationale:

This contract provides facilitation services for townhall meetings.



Colerain Township

Community Engagement in Strategic Planning

FACILITATION PROPOSAL

Introduction

Colerain Township intends to facilitate community engagement within its 2020 strategic planning process. The goal is to identify initiatives that would make living in Colerain Township even more special for residents and businesses. However, these initiatives must be prioritized, and therefore funded, in the context of residents' expected level of basic services. Essentially, then, this process asks residents to prioritize their goals and relevant initiatives for 2020, and then identify potential budget trade-offs that would allow the Township to make these initiatives happen while still providing satisfactory basic services.

Process

Overview

All CCR conversations use small group dialog and table work to ensure both maximum participation and concrete ideation while minimizing potential disruption. After small group work (10-20 minutes), the facilitator typically "harvests" insights and encourages reflection before framing the next step for small group table work. Each of these three meetings will last two hours, and one builds on the next. The administration will meet with the facilitator to plan the exact agenda, as well as prepare relevant material for each session. Township officials will have a limited role at these sessions, with administrators presenting data and trustees offering simple opening and closing remarks.

Meeting One

The first step is to identify what people want to create – the antidote to any problem is a possibility. This is akin to visioning, but we won't develop a grand long-term vision (which you already have), but a set of themes to impact the community right now. Our goal is not to finalize these mini-visions, but to set a direction for each theme.

- "When it comes to making your community an even more special place to live, what matters most to you right now?"
- Identify five big themes
- Detail "ideal scenes" for each theme

Meeting Two

Once participants know their 2020 goals, they need to understand the relative roles to be played by government and community in achieving them. The basic process for meeting two is to take each goal/theme from meeting one and asks participants to brainstorm ways that (i) government alone can achieve that goal, (ii) community alone can achieve that goal, (iii) a government-citizen partnership is necessary to achieve these goals. Not only does this process

generate ideas for what people want government to be doing (options for Township initiatives), it reminds people that the community has a role in co-creating their own future – and that residents have a choice in what they pay government to do for or with them.

- Brainstorm answers for (i) – (iii) in paragraph above (ways government and community can achieve your goals alone or in partnership)
- Identify themes for (i) – (iii)
- Prioritize the work residents want the Township to undertake, whether alone or in partnership

Meeting Three

The critical final step is to confront residents with trade-offs: if they want more of X Township service, they will likely need to give up Y or Z services. For each of the prioritized options for Township initiatives, then, the administration will develop a set of general choices for how initiatives can be “funded”: if basic services are kept the same; if basic services are reduced in various ways; if community partners play a bigger role in achieving goals; or if the Township increases revenue. NOTE: participants will not make final decisions at this meeting; the feedback will frame further administrative refinement of potential trade-offs to stimulate further dialog and decision-making among trustees and/or residents.

- Discuss options and identify most appealing trade-offs in small groups
- Identify themes and priorities among trade-offs for the whole group
- Identify the questions that must be answered to make final decisions

Scope of Service

CCR will prepare for, design and facilitate each meeting, which includes prep and planning with Township staff. CCR will compile and transcribe data from each meeting, ultimately compiled into a summary report of the insights generated during the process (raw feedback data will be included as an addendum).

Township staff will prepare information and documents for each session as necessary (essentially anything not generated during one of these sessions), including a matrix of choices for meeting three. Township staff is also responsible for generating attendance (CCR is happy to consult on this process, especially in writing the invitation), and managing all event logistics (location, refreshments, registration, audio-visual equipment, etc.). CCR will provide easels, markers, sticky notes, tape, pens, etc., and asks that the Township provide flip chart paper pads.

Fee for Service

\$3,000 flat fee, payable upfront

Approved 8.12.19
