



Regular Meeting of the Board of Trustees - September 10

September 10, 2019

- 1. Opening of Meeting**
- 2. Executive Session 6:30 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes from August 27, 2019**
- 6. Presentations**
 - a. Introduction and Swearing-In of Promoted Employee
 - b. Crime Analyst Update
- 7. Public Hearing**
 - a. Public Hearing - Zoning Case ZA2019-05 - Zone Change for 2543 Compton Road
 - b. Public Hearing - Zoning Case ZA2019-02 - Major Modification and Zone Map Amendment for 8944 Colerain Ave.
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**
 - Public Safety**
 - a. Motion to Accept \$48,000 Grant Funding from Ohio Attorney General for Quick Response Team
 - b. Motion to Accept \$5,286.80 in Grant Funding from the Ohio Bureau of Workers Compensation
 - c. Motion to Accept \$250 Donation from Resident
 - 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.

Public Services

Planning & Zoning

- a. Resolution Declaring Nuisance and Ordering Abatement



Administration

- a. Motion to Authorize Township Administrator to Execute an Electrical Aggregation Contract with Dynegy Energy
- b. Motion to Authorize the Execution of a Contract with KZF Design for the Design, Preparation of Construction Documentation and Permit Application for Gateway Improvements at the Intersection of Colerain Ave. and I-275
- c. Performance and Compensation of Township Administrator

12. Consent Items

- a. New Hires - Part-Time Firefighter EMT - Fire & EMS
- b. Motion to Authorize the Reclassification of Seasonal Employee to Part-time Employee Status
- c. New Hire - Police Clerk - Police

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Fire

Department Head: Frank Cook, Fire Chief

Introduction and Swearing-In of Promoted Employee

Rationale:

Introduce and administer the Oath-of-Office to newly promoted Fire Lieutenant Craig Niehaus approved for promotion during the August 13th, 2019 Board of Trustees' meeting.

PRESENTATIONS

Department: Police

Department Head:

Crime Analyst Update

Brandon Kyle will provide update on crime.

Rationale:

This is the monthly update as part of the contract with Mr. Kyle.

PUBLIC HEARING

Department: Planning & Zoning

Department Head: Geoff Milz, Administrator

Public Hearing - Zoning Case ZA2019-05 - Zone Change for 2543 Compton Road

Recommend holding a public hearing on the matter and considering action at the September 24, 2019 Trustee Meeting.

Rationale:

The Colerain Township Zoning Commission held a Public Hearing on August 20, 2019 where the Zoning Commission unanimously recommended for denial of the request. This request is then forwarded to the Board of Trustees and requires a Public Hearing to be held within 30 days of that recommendation.



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Zoning Map Amendment
Case ZA2019-05
2529/2507 Compton Road
September 10, 2019

PREPARED BY: Marty Kohler
Senior Planner

Request:

Applicant Musa N. Sarbal representing property owner Ceren222 Co has submitted an application for a Zoning Map Amendment for the re-zoning of the property at 2507-2529 Compton Road from “B-1” Neighborhood Business District to “B-2” General Business.

Purpose:

To rezone and develop the property for development as a maintenance and auto sales facility which is not permitted in the “B-1” zone.

Location:

2507-2529 Compton Road: Located on the south side of Compton Road east of Pippin Road and west of Zodiac Drive. Parcels 510-0062-0180 and 510-0062-0004.

Site Description:

Tract Size:	Approximately 1.41 acres (gross)
Frontage: Approximately	117 feet on Compton Road
Topography:	Flat to steep hillside with creek
Existing Development:	4,500 square foot retail building, non-conforming billboard and parking

Surrounding Conditions:

	<u>ZONE</u>	<u>LAND USE</u>
North:	“B-1” Neighborhood Business	Single Family & Auto Repair
South:	“R-6” Urban Residential	Single Family Dwelling
East:	“B-1” Neighborhood Business	Restaurant
West:	“B-1” Neighborhood Business	Recycling Business

Case History:

The applicant purchased the two adjacent parcels in March of 2019. The building on the property was constructed in 1962 just prior to zoning regulations in Colerain Township. The building and site are non-conforming in several respects including building setback, parking design and billboard. The building has historically been used for various retail and service uses.

Proposed Use:

The applicant proposes to rezone the property and develop the site for an auto sales facility in accordance with a plan submitted with the application. Auto sales is not a permitted use in the “B-1” district.

Conformance with Comprehensive Plan:

The subject property is located in Area 6: Northbrook/Groesbeck of the Colerain Township Comprehensive Plan. The plan notes a need for neighborhood commercial uses at the intersection of Pippin and Adams and the intersection of Pippin and Compton. A development policy is to manage storm water through minimizing lot coverage and to acquire property in the flood plain of the West Fork Mill Creek.

OTHER AGENCY REPORTS**Hamilton County Regional Planning Commission:**

This zoning request was not submitted to the Hamilton County Regional Planning Commission for review and comment.

Hamilton County Storm Water & Infrastructure

- No Response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- No Response

ODOT

- No response

Hamilton County Engineer

- Letter from Jeff Newby attached

Metropolitan Sewer District

- No Response

Staff Review Comments:

- While the applicant has expressed a desire to develop an auto dealership on the property, under “straight letter Zoning” the applicant can use the property for any permitted use in the “B-2” zone if approved by the Board of Trustees.
- The stated purpose of the “B-1” and “B-2” districts is as follows:
 - B-1 Neighborhood Business District - The B-1 Neighborhood Business District is intended primarily for professional office uses, personal service uses and retail service uses, which dispense convenience goods and services directly to consumers on the premises. This district is designed to serve local residential neighborhoods with a highly varied grouping of indoor business services.
 - B-2 General Business District - The B-2 General Business District is intended to provide for a wide range of retail sales and services that would relate to the varied needs of the Township, the business community, and the visitor. The general uses in this district rely heavily on vehicular traffic and thus are located appropriately on arterial roadways and highways.
- The “B-2” district is found mostly along Colerain Avenue which is an arterial State highway. Compton Road is a County roadway and is considered to be a collector street. Based on the purpose statement above, the commercial properties on county roads should

tend to be the B-1” neighborhood service type of zone. The “B-1” types of uses are intended to be for the services for the immediately surrounding neighborhood and tend to blend well with residential uses. Auto sales and other “B-2” uses are usually not considered to be a convenience type of purchases.

- The site is extremely constrained for development due to the North Fork Mill Creek bisecting the site and isolating the land on the south side of the creek. According to the FEMA flood map, a portion of the existing building is located in the flood plain. Only a small portion of the site along Compton Road is out of the flood plain (about 0.2 acre) and this property is within the minimum required building and parking setbacks.
- The parking for the site is non-conforming in that there is no separation of the pavement of Compton Road from the pavement for parking on the site. The area used for parking in front of the building is within the right-of-way of Compton Road and cars back directly into the right-of-way to maneuver in and out of parking spaces.
- The plan included with the application uses existing pavement along Compton Road for parking. There is no setback between the parking and the right-of-way which is allowable since this is a “grandfathered” condition. Since “straight letter” zoning is requested versus a Planned District, conditions for zoning conformance cannot be made.
- The stated purpose of the “B-1” and “B-2” districts is as follows:
 - B-1 Neighborhood Business District - The B-1 Neighborhood Business District is intended primarily for professional office uses, personal service uses and retail service uses, which dispense convenience goods and services directly to consumers on the premises. This district is designed to serve local residential neighborhoods with a highly varied grouping of indoor business services.
 - B-2 General Business District - The B-2 General Business District is intended to provide for a wide range of retail sales and services that would relate to the varied needs of the Township, the business community, and the visitor. The general uses in this district rely heavily on vehicular traffic and thus are located appropriately on arterial roadways and highways.
- Auto sales facilities tend to utilize a larger land area than most commercial uses permitted in the “B-2” zone since there needs to be an allowance for display vehicles, customer parking and employee parking. Given that the usable area of this site is extremely small, it seems that this use is not a good fit for this property.

Colerain Zoning Commission Review and Action:

At the August 20, 2019 Zoning Commission meeting a public hearing was held and staff recommended for denial of the request to re-zone 1.41 acres of property from “B-1” Neighborhood Commercial to “B-2” General Commercial. After concluding the public hearing and deliberation, the Zoning Commission unanimously voted to DENY the zoning amendment request.

RECOMMENDATION:

The recommendation is for denial of the request as submitted.

**APPLICATION FOR ZONE MAP AMENDMENT
REQUIRING A PRELIMINARY DEVELOPMENT PLAN
or MAJOR AMENDMENT TO A FINAL DEVELOPMENT PLAN
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251**

Case No.: ZA 2019-05 Date Filed: _____

Date of Preliminary Hearing (if applicable): _____

Request Change from: B-1 to: B-2

Township: Colerain Book: 510 Page: _____ Parcels: 510-0062-0180-00, 510-0062-0004-00

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

2529 COMPTON RD. CINCINNATI, OH 45231

2507 COMPTON RD. CINCINNATI, OH 45231

Name of Applicant: Musa D. Sarbal

Telephone No.: (513) 306 9002 Email Address: Sarbalmusa@yahoo.com

Address: 6158 Beckett Station court

City: West Chester State: OH Zip: 45069

*Name of Owner(s): Ceren 222 co

Telephone No.: (513) 306 9002 Email Address: Sarbalmusa@yahoo.com

Address: 6158 Beckett Station court

City: West Chester State: OH Zip: 45069

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

1. _____

2. _____

3. _____

(attach separate sheet if necessary for additional parcels)

Signatures:

Applicant: Musa Sarbal Date: 7-7-19

*Owner: _____ Date: _____

*Owner: _____ Date: _____

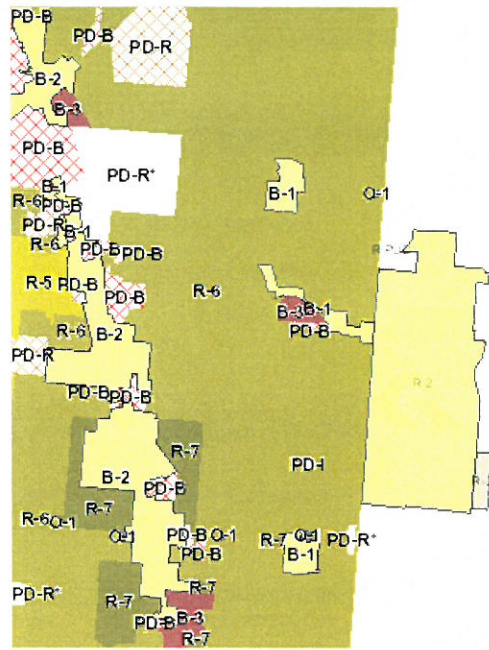
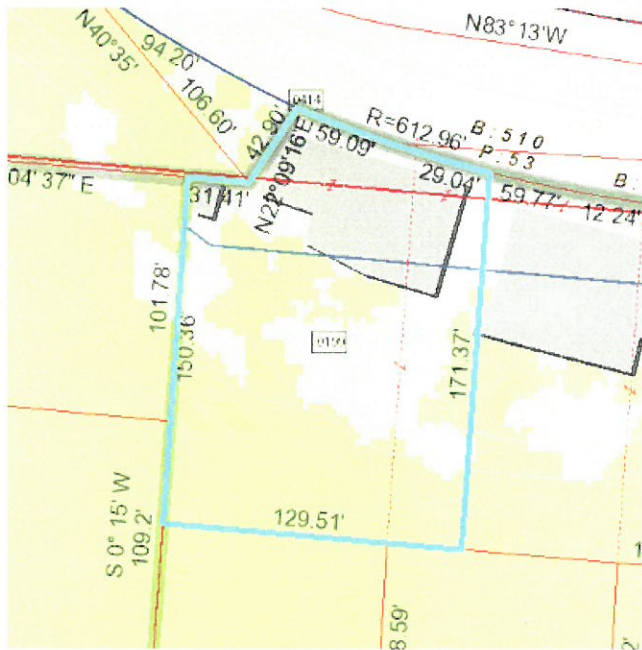
Filing fees shall accompany the application. Make check payable to: *Colerain Township Board of Trustees*.

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

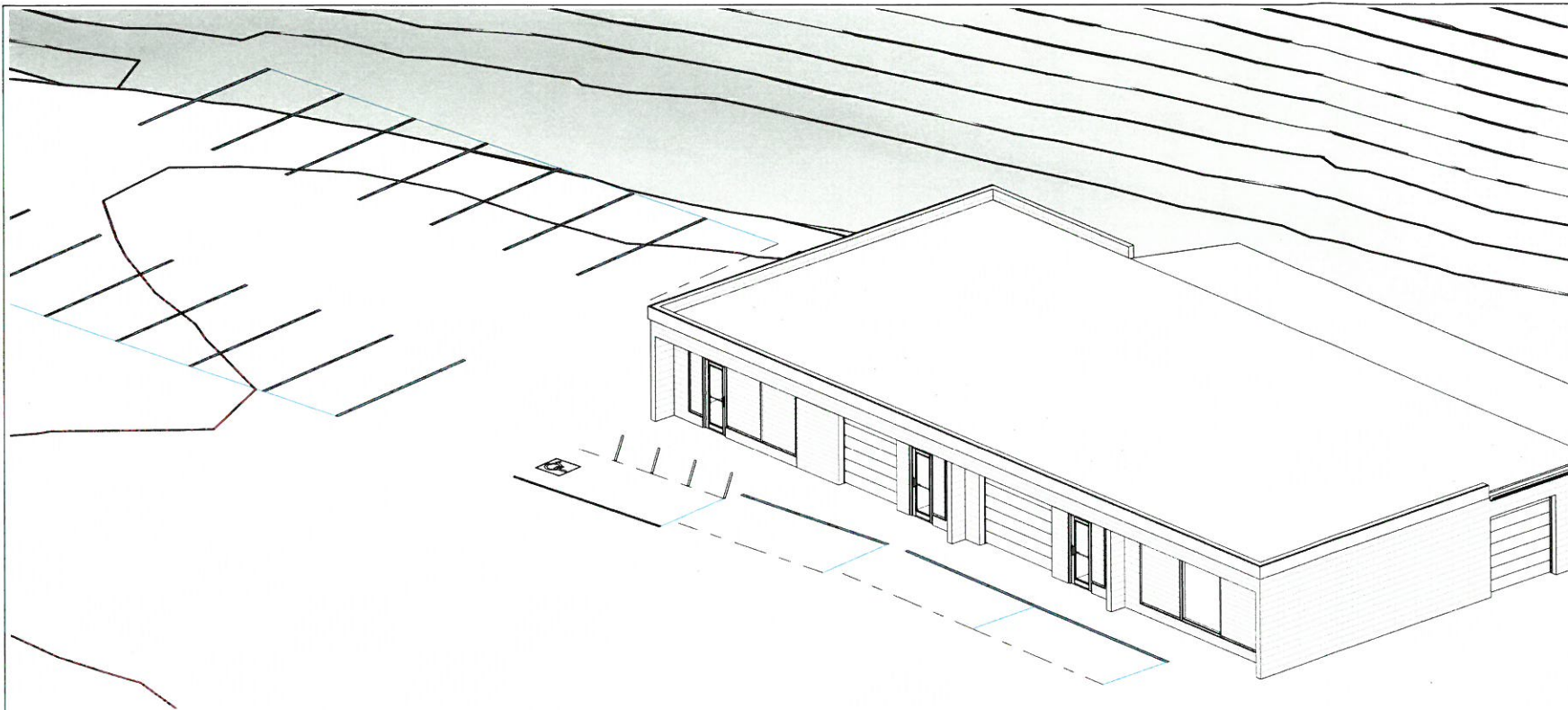
THERE SHALL BE NO REFUND OR PART THEREOF ONCE PUBLIC NOTICE HAS BEEN GIVEN.

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

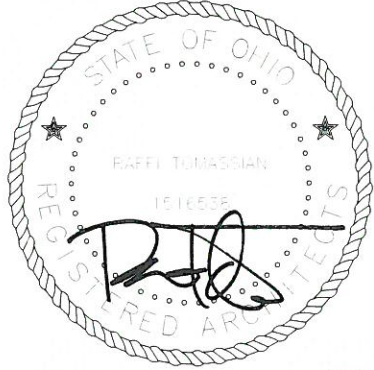
enter comments



Deed No	0
Front Footage	0
Deeded Acres	0.51
Number of Parcel	1
INSTTY Code	WE



SHEET LIST	
Number	Sheet Name
A0	TITLE GENERAL INFO
A1	SITE PLAN EXISTING
A2	ZONING BOUNDARIES
A3	PROPOSED SITE PLAN
A4	EXISTING BUILDING PLAN
A5	BUILDING ELEVATIONS



RAFFI TOMASSIAN, LICENSE #15111
EXPIRATION DATE 12/31/2019

PROJECT DATA

1. PROPERTY ADDRESS: **2529 COMPTON RD.**
CINCINNATI, OH 45231
- PARCEL ID: 510-0062-0180-00
LOT AREA: 0.68 ACRES
2. PROPERTY ADDRESS: **2507 COMPTON RD.**
CINCINNATI, OH 45231
- PARCEL ID: 510-0062-0004-00
LOT AREA: 0.73 ACRES
- ZONING JURISDICTION: COLERAIN TOWNSHIP
CURRENT ZONING: B-1
ZONING APPLIED FOR: B-2

RECEIVED
JUL 08 2019
COLERAIN ZONING

B-2 ZONE DEVELOPMENT STANDARDS

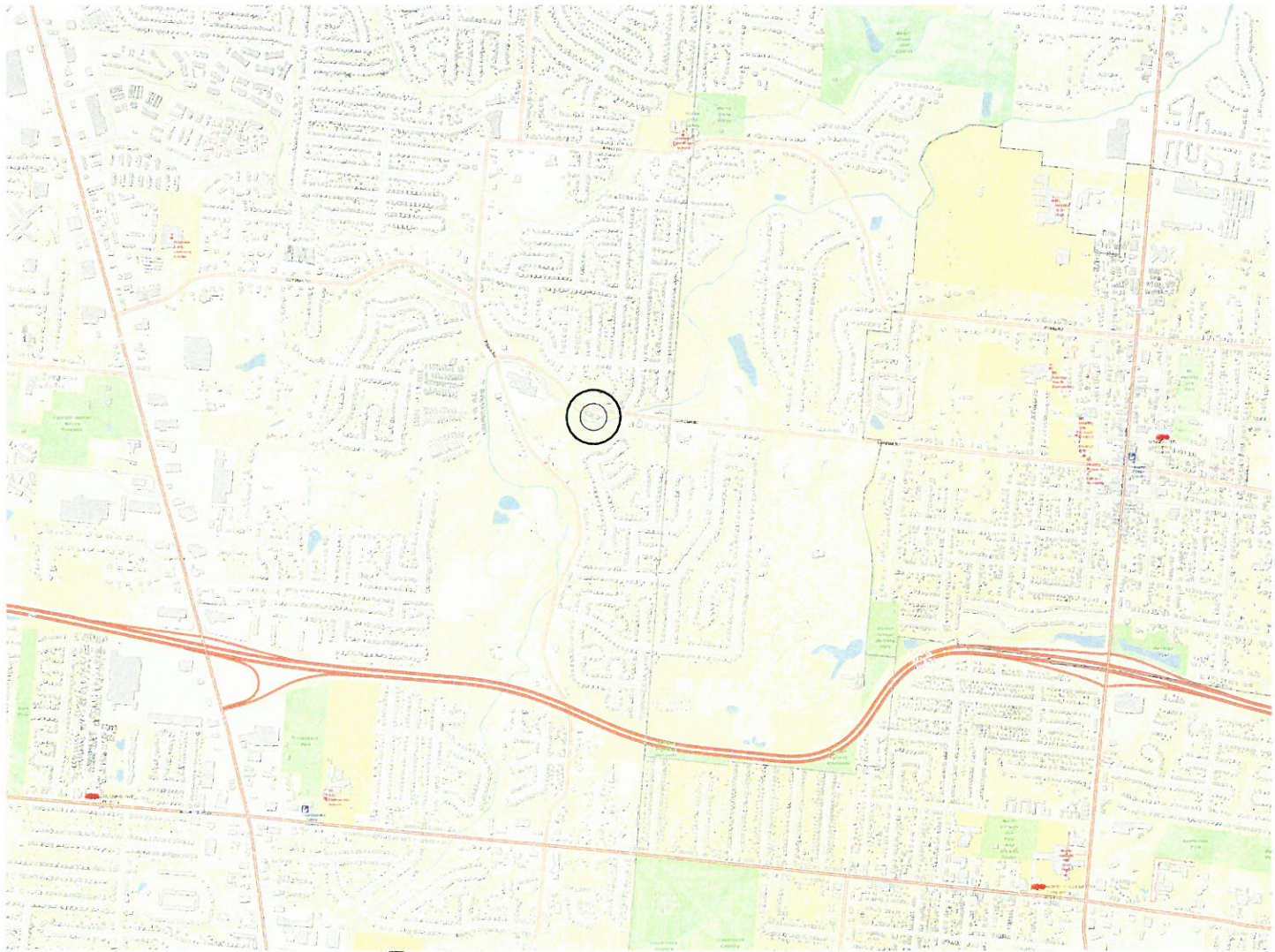
- MAX. BUILDING SIZE NONE
- LOT WIDTH 75 FEET
- MIN. FRONT YARD DEPTH: 50 FEET
- SIDE YARD MIN./TOTAL: 0 FEET (ABUTTING B-1 ZONING DISTRICT)
- MIN. REAR YARD DEPTH: 35 FEET (EQUAL TO ABUTTING RESIDENTIAL ZONING DISTRICT R-6)
- MAX. BUILDING HEIGHT: 45FEET

BUILDING FLOOR AREA = 4,096 SF

***NOTE:** THE EXISTING BUILDING IS AN EXISTING NON-CONFORMING STRUCTURE

PROJECT DESCRIPTION:

THE APPLICANT OWNS TWO NEIGHBORING PARCELS. ONE OF THOSE HAS AN EXISTING BUILDING. THE SECOND ONE IS UNDEVELOPED. PRIOR TO THE PROPERTY SALE THE BUILDING WAS USED AS A RETAIL STORE. THE NEW OWNER WOULD LIKE TO REMODEL IT AS AN AUTOMOTIVE SERVICE AND SALES SHOP.



VICINITY MAP



Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZONING APPLICATION
2507-25 '9 COMPTON RD.,
CINCIN. 'ATI, OH 45231

ALL REPORTS, PLANS, SPECIFICATIONS AND NOTES PREPARED BY RAFFI TOMASSIAN DESIGN STUDIO AS INSTRUMENTS OF SERVICE SHALL REMAIN THE PROPERTY OF THE DESIGN PROFESSIONAL. RAFFI TOMASSIAN DESIGN STUDIO SHALL RETAIN ALL COMMON LAW STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREOF.

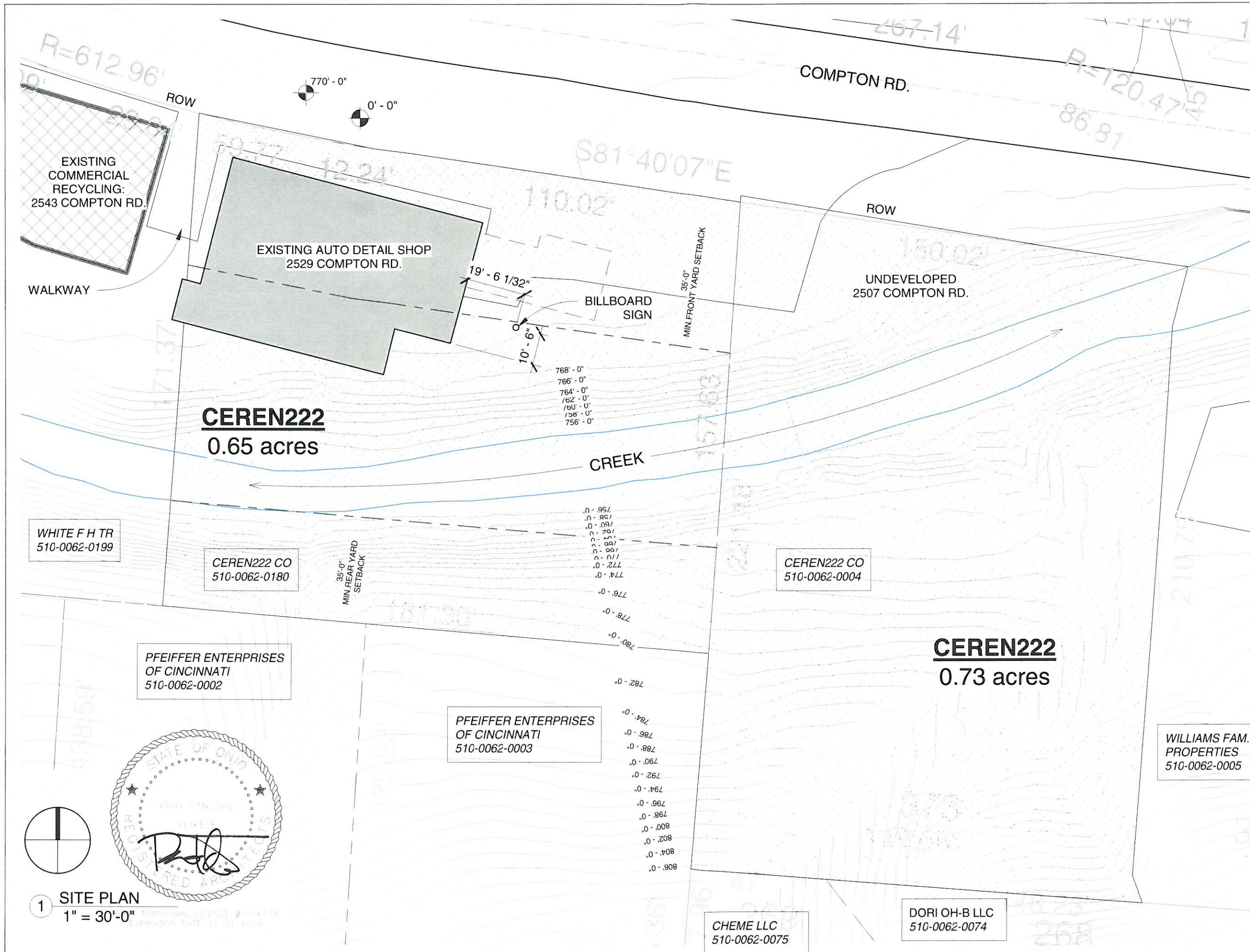
REVISIONS:	

PROJECT NO. 2019-07 ISSUED BY: Author

ISSUE DATE: 7/5/19

SHEET TITLE: **TITLE GENERAL INFO**

SHEET NUMBER: **A0**



**Raffi Tomassian
design studio**
356 Howell Ave.
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513.885.8027

REZONING APPLICATION
2507-2529 COMPTON RD.,
CINCINNATI, OH 45231

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REVISIONS:

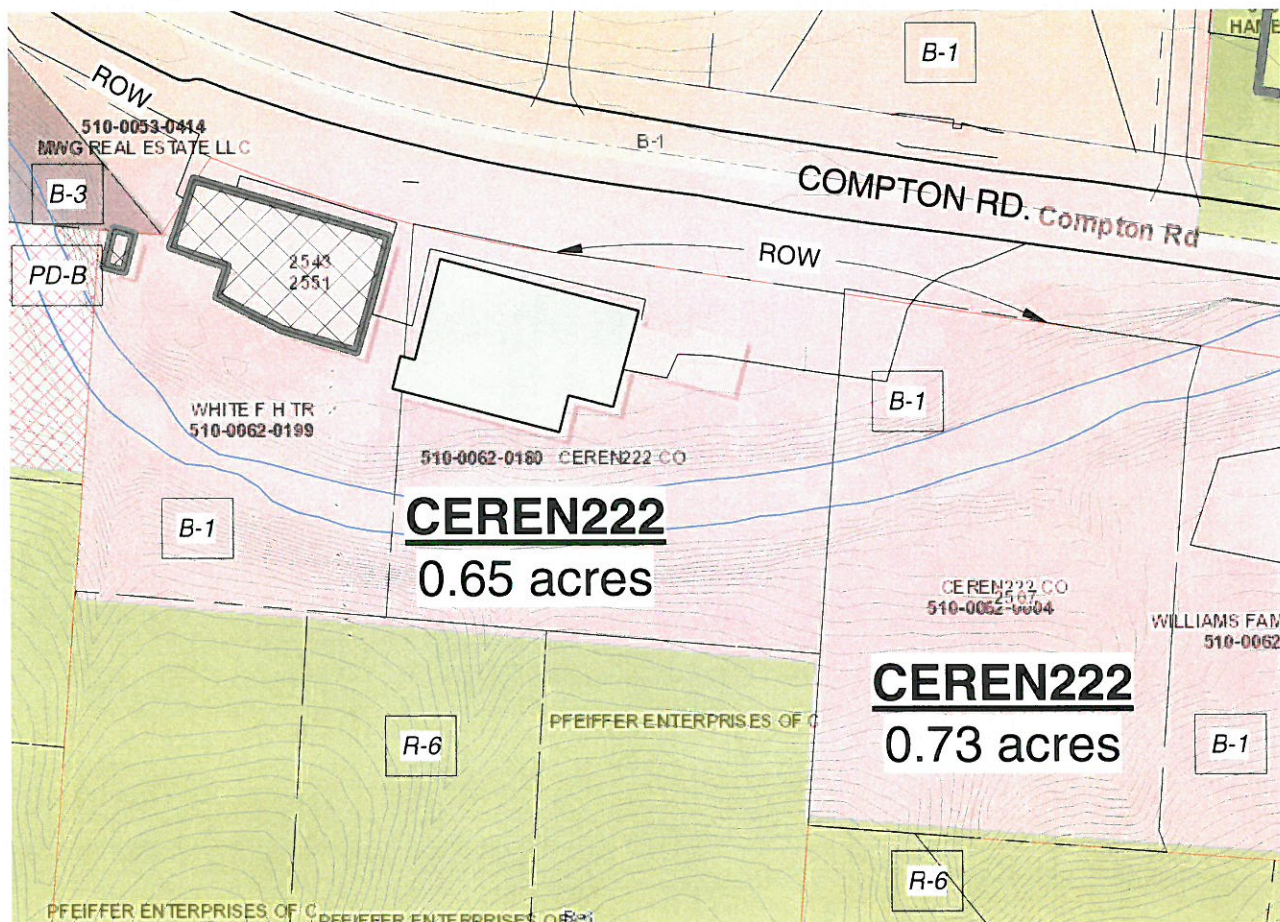
PROJECT NO. 2019-07 ISSUED BY: Author

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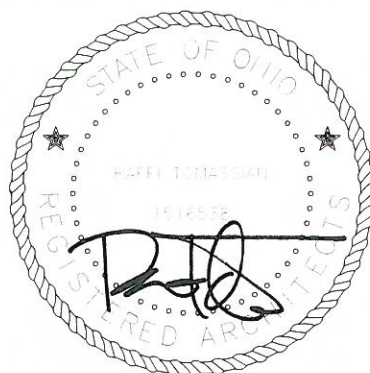
SHEET TITLE: **SITE PLAN EXISTING**

SHEET NUMBER:

A1



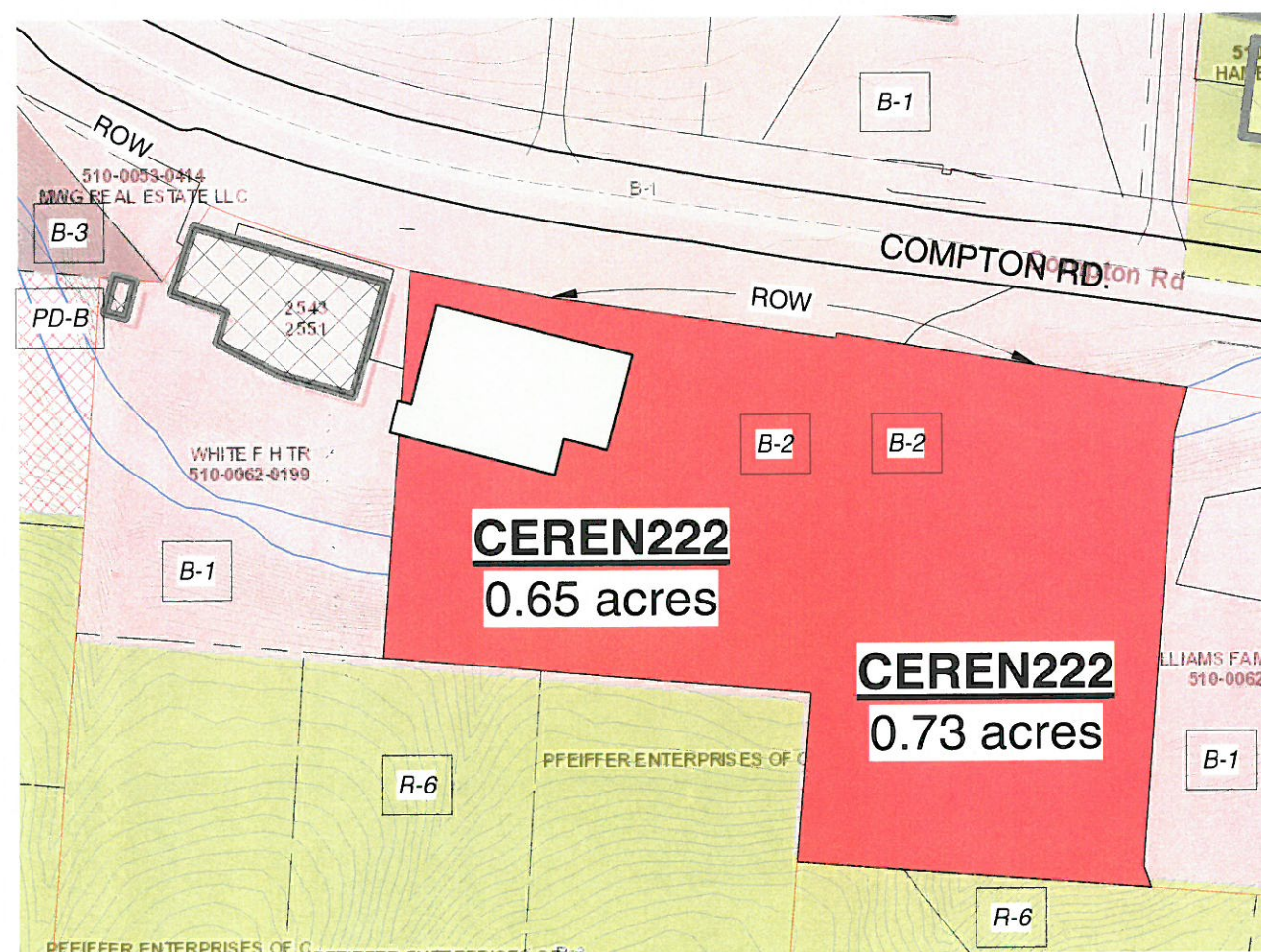
1 EXISTING ZONING MAP
1" = 80'-0"



RAFFI TOMASSIAN, LICENSE #1516538
EXPIRATION DATE 12/31/2019

ZONING DESIGNATIONS

B-1	PD-R*
B-2	R-2
B-3	R-3
I-1	R-4
O-1	R-5
PD-B	R-6
PD-I	R-7
PD-R	RF
	SWD



2 PROPOSED ZONING MAP
1" = 80'-0"



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REZONING APPLICATION 2507-2529 COMPTON RD., CINCINNATI, OH 45231

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REVISIONS:

PROJECT NO. 2019-07 ISSUED BY: Author

ISSUE DATE: 7/5/19

SHEET
TITL

ZONING BOUNDARIES

SHEET NUMBER:

A2



**Raffi Tomassian
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513.885.8027

REZONING APPLICATION
2507-2519 COMPTON RD.,
CINCINNATI, OH 45231

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REVISIONS:	

PROJECT NO. 2019-07 ISSUED BY: Author

ISSUE DATE: 7/5/19

SHEET

**PROPOSED
SITE
PLAN**

SHEET NUMBER:

A3

© COPYRIGHT: RAFFIWORKS DESIGN 2019

COMPTON RD.

NEW ACCESS
DRIVE

22' - 0"

ROW

12' - 0"

34' - 0"

HC ACCESSIBLE
WALKWAY

4 P.S.

ROW

22' - 0"

9' - 0"

TYP.

18' - 0"

TYP.

7 P.S.

4' - 0"
MIN WALKWAY

EXISTING BUILDING
TO REMAIN

2 P.S.

7 P.S.

EXISTING
BILLBOARD SIGN

8' TALL FENCE
WITH GATE

10 YD.
DUMPSTER

CEREN222 CO
510-0062-0004

CEREN222 CO
510-0062-0180

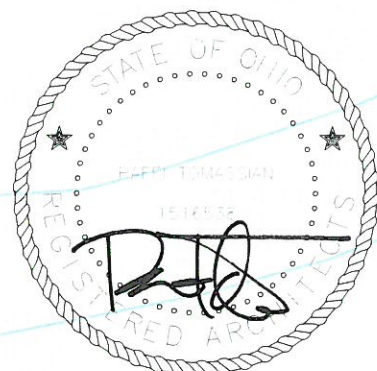
CALCULATED PARKING

REQUIRED NUMBER OF PARKING SPACES (SEE SHEET A4 FOR ZONING)

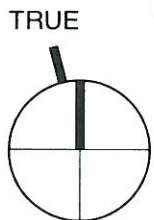
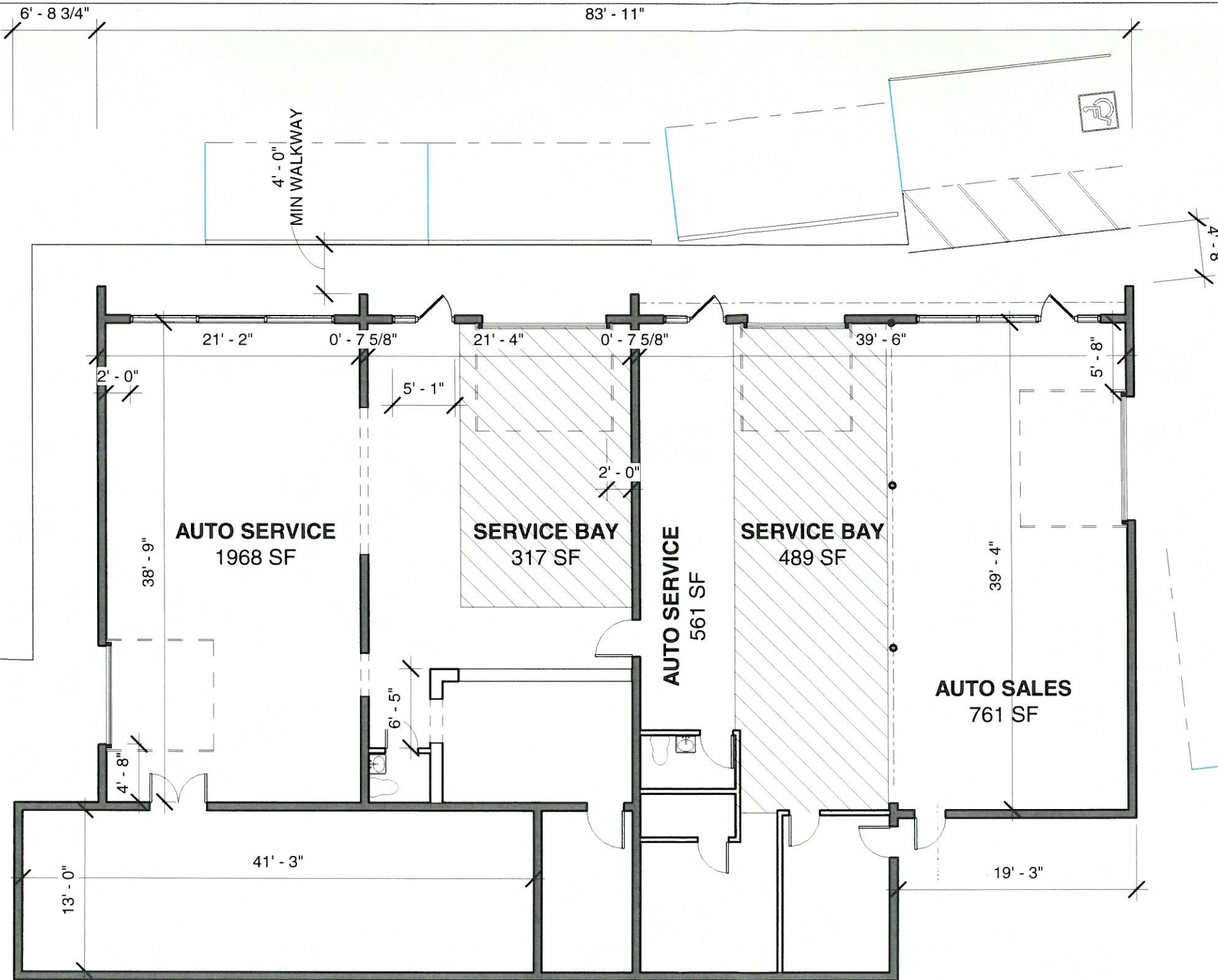
AUTOMOTIVE BODY REPAIR OR SERVICE	2,529 SQ FT.	8 REQUIRED	8 PROVIDED
SERVICE BAY		2 REQUIRED	2 PROVIDED
AUTOMOTIVE, TRUCK, BOAT SALES OR RENTAL	761 SQ FT.	8 REQUIRED	8 PROVIDED
SERVICE BAY		2 REQUIRED	2 PROVIDED



1 PROPOSED SITE PLAN
1" = 20'-0"



RAFFI TOMASSIAN, LICENSE #1516538
EXPIRATION DATE 12/31/2019



1 EXISTING FLOOR PLAN
1" = 10'-0"



RAFFI TOMASSIAN, LICENSE #1516538
EXPIRATION DATE 12/31/2019

ZONING DATA

ZONING JURISDICTION: **COLERAIN TWP**

REQUIRED NUMBER OF PARKING SPACES (TABLE 13-1)

BUSINESS USES

AUTOMOTIVE BODY REPAIR OR SERVICE	3 SPACES PER 1,000 SQ.FT. OF FLOOR AREA, EXCLUDING SERVICES BAYS, PLUS 2 SPACES PER SERVICE BAY
ATOMOTIVE, TRUCK, BOAT SALES OR RENTAL	10 SPACES PER 1,000 SQ.FT. OF FLOOR AREA, PLUS 2 SPACES PER SERVICE BAY

(FOR BOTH USES: SERVICE BAY MAY NOT BE COUNTED AS A PARKING SPACE)



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REZONING APPLICATION
2507-2521 COMPTON RD.,
CINCINNATI, OH 45231

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REVISIONS:

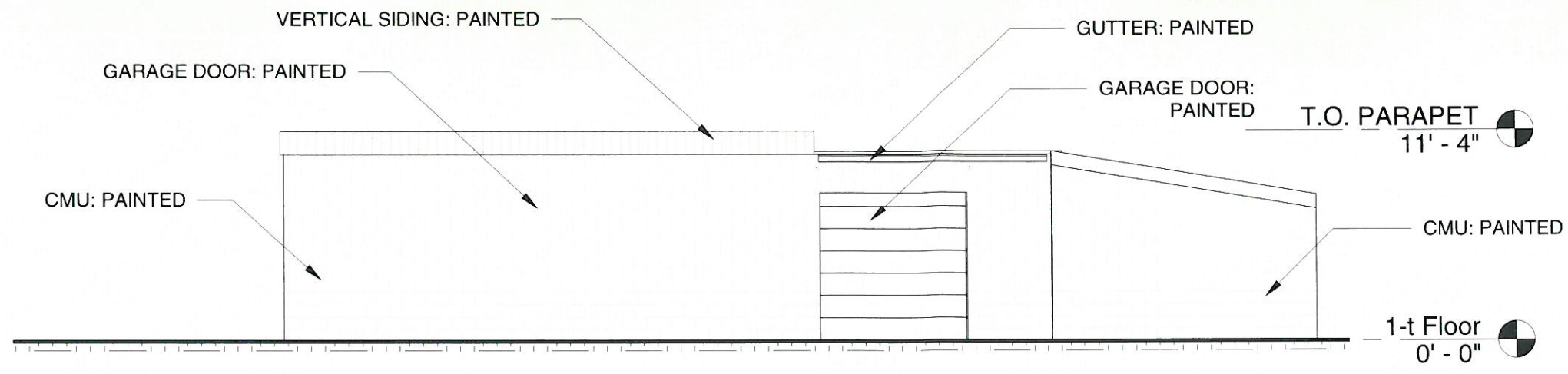
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ISSUE DATE: 7/5/19

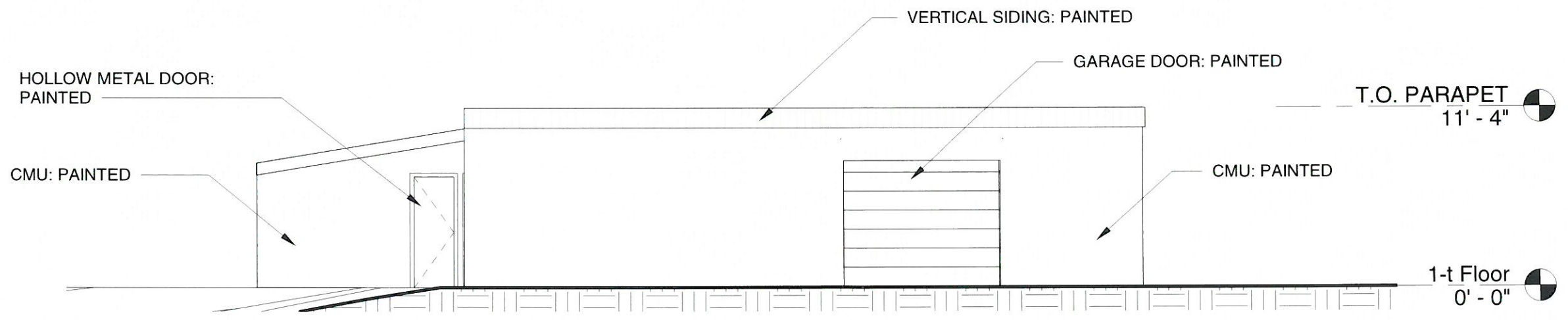
SHEET 11
EXISTING BUILDING PLAN

SHEET NUMBER:

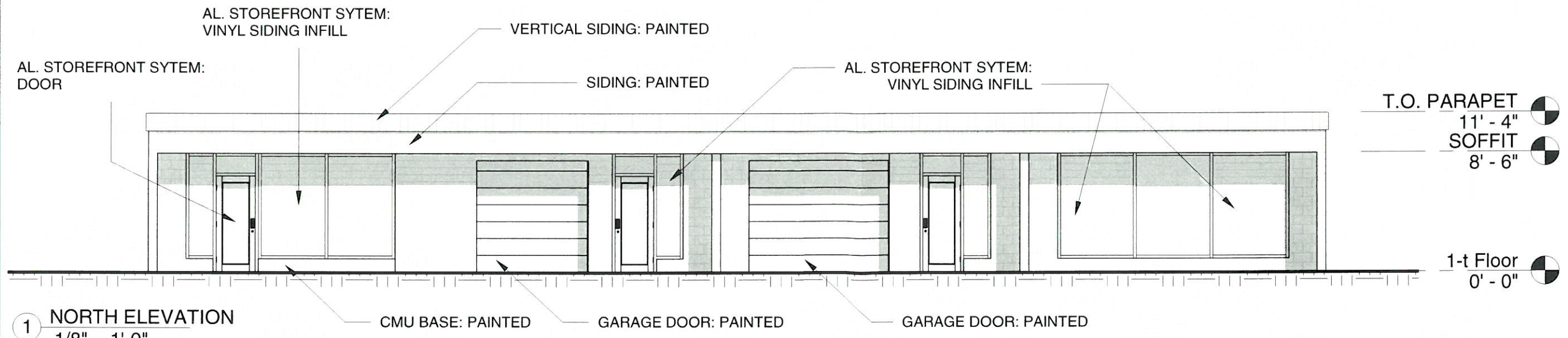
A4



3 WEST ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



拉斐
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REZONING APPLICATION
2507-2529 COMPTON RD.,
CINCINNATI, OH 45231

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REVISIONS:	

PROJECT NO. 2019-07 ISSUED BY: Author
ISSUE DATE: 7/5/19

SHEET T
BUILDING ELEVATIONS

SHEET NUMBER:
A5

PUBLIC HEARING

Department: Planning & Zoning

Department Head: Geoff Milz, Administrator

Public Hearing - Zoning Case ZA2019-02 - Major Modification and Zone Map Amendment for 8944 Colerain Ave.

Recommend holding a public hearing on the matter and considering action at the September 24, 2019 Trustee Meeting.

Rationale:

On August 1, 2019 the Hamilton County Regional Planning Commission unanimously recommended approval of the zone map amendment and major modification to a preliminary development plan on the property known as 8944 Colerain Ave, subject to conditions. This request was then heard by the Colerain Township Zoning Commission in a Public Hearing held on August 20, 2019 where the Zoning Commission unanimously recommended for denial of the request. This Major Modification and Zone Map Amendment Change would require a Public Hearing to be held in front of this Board of Trustees within 30 days of that recommendation.



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Zoning Map Amendment
Case ZA2002-02
8944 Colerain Avenue
September 10, 2019

PREPARED BY: Marty Kohler
Senior Planner

Request:

Mountain Agency Colerain LLC, property owner of 8944 Colerain Avenue has submitted an application for a Zoning Map Amendment for the re-zoning of the property from “R-6” Urban Residential to “PD-B” Planned Development Business.

Purpose:

To rezone and develop the property as an expansion of the adjacent automotive sales facility at 8950 Colerain Avenue. The primary purpose for the development is to pave a parking lot for the storage of automobiles for inventory.

Location:

8944 Colerain Avenue, on the east side of Colerain Avenue at the terminus of Sunnyside Drive and eastern extension of Poole Road. (Book 510, Page 93, Parcel 14).

Site Description:

Tract Size:	3.863 acres
Frontage:	69 feet on Sunnyside Drive
Topography:	Relatively Flat
Existing Development:	Private Recreational Facility (former Moose Lodge)

Surrounding Conditions:

	<u>ZONE</u>	<u>LAND USE</u>
North:	“R-6” Urban Residential and “PD-B” Planned Business	Single Family Homes Target Store
South:	“R-6” Urban Residential and “PD-B”	Vacant wooded and Auto Sales – Northgate Ford
East:	“R-6” Urban Residential	Single Family Home
West:	“PD-B” Planned Business	Auto Sales – Wyler Honda

Case History:

In 2001 and 2002 the applicant received approval for zoning map amendments to rezone property to the rear of the auto sales facility from residential to planned commercial. The property contained two single-family homes and the front vacant land of the former Moose Lodge. The expansion was coordinated with the development of the Target store to the north and involved the extension of Poole Road to the east of Colerain Avenue and

elimination of a portion of Sunnyside Drive (private street) which previously bisected the auto sales facility. This expansion about doubled the land area of the auto sales facility.

The approved Preliminary Development Plan contained several conditions that were not implemented. These conditions were as follows:

1. That a detailed landscape plan be submitted for the property as part of the Final Development Plan process. *(a plan was submitted and approved that included street trees and other landscaping on Poole Road and Colerain Avenue, however the trees were never planted)*
2. That no off-premise signage be allowed on the property. *(a non-conforming billboard was to be used as on-site advertising only, however one side continues to be used for off-premise advertising)*
3. That the Final Development Plan shall comply in all other aspects with the regulations of the Zoning Resolution.
4. That unloading of inventory including vehicles be done on the project site only. *(loading and unloading is being done on Poole Road)*
5. That a variance be granted from Section 28.6.1 for those parking spaces without direct access to parking isles.

In 2016 the applicant purchased the remainder of the former Moose Lodge and began parking inventory cars in the former Moose parking lot which is not permitted in the R-6 residential district. The Moose Lodge building was constructed in 1964 and would have been considered a Conditional Use as private recreation under the previous and current Zoning Resolutions. The original Moose property was just under 5 acres in size and 185 feet wide by about 325 feet deep. Behind the lodge hall is a picnic shelter, horseshoe pits and a lawn area for recreational activities. The rear 280 feet of the property is undeveloped.

Proposed Use:

The applicant proposes to demolish the former Moose structures and develop the property as a storage parking lot for vehicles to be sold. The proposal includes the construction of a storm water detention facility at the rear of the property and buffer screening at the perimeter. Additional lighting and a privacy fence adjacent to the surrounding residential properties is proposed.

Conformance with Comprehensive Plan:

The subject property is in the Colerain Avenue character area as outlined in the 2006 Comprehensive Plan. Concerns were expressed in the plan regarding the curb appearance of development, the large amount of impervious surfaces, the lack of landscaping, and tall signs. Buffering between conflicting land uses was highly encouraged.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

On August 1, 2019 the Hamilton County Regional Planning Commission voted by unanimous decision to recommend APPROVAL of the Preliminary Development Plan subject to the following conditions and variances:

Conditions:

1. That a lighting plan in compliance with the Zoning Resolution shall be submitted as part of the Final Development Plan.
2. That a landscape plan in compliance with the Zoning Resolution and variance #2 below shall be submitted as part of the Final Development Plan.
3. That the maximum allowable impervious surface for the site be 75% per sections 9.3.6(B) and 8.3.1.
4. That the permitted loading and unloading of vehicle haulers shall be limited to the areas identified on the Preliminary Development Plan.
5. Signage on Sunnyside Drive (*Poole Road*) shall be prohibited.

Variances:

1. Table 13.4.3 – That the 21 parking space designation for vehicle storage located in the southwestern portion of the proposed parking lot not be required to have access onto a drive aisle where access to a drive aisle is required.
2. Section 14.6.1 – That the required interior parking lot landscaping plantings...required to be located within the interior of the lot... shall be permitted to be located along the perimeter of the parking lot as indicated on the submitted site plan.

Hamilton County Storm Water & Infrastructure

- No Response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- E-mail from Marcelo Alberto attached

ODOT

- No response

Hamilton County Engineer

- Letter from Jeff Newby attached

Metropolitan Sewer District

- No response

Staff Review Comments:

- If the current request is approved the auto sales facility would be about 8.5 acres in size. The original sales facility prior to 2001 was only about 2.13 acres and is zoned B-2. This

B-2 portion of the site is the most visible to the public since it is the Colerain Avenue frontage of the property. The B-2 portion of the property is also non-conforming to the Colerain Zoning Resolution in significant ways including impervious surface ratio, billboard sign, and streetscape landscaping. In order to maintain the purpose of Planned Districts in section 9.3.1 it would be preferable to zone the entire auto sales facility as a uniform Planned District in order to correct some of the significant non-conformities on the B-2 portion of the property.

- Colerain Township recently contracted with KZF Design to study the Colerain Avenue corridor in depth to determine ways to improve the appearance of the corridor and improve traffic flow. Based on public feedback and consultant recommendations, efforts need to be placed on the elimination of visual clutter of oversized signs, a decrease in paved surfaces, and an increase in vegetation buffers.
- The property to the south of the former Moose Lodge is a vacant 5+ acres tract that is owned by the adjacent Northgate Ford dealership. This property is also zoned “R-6”. The next tract to the south is the strip shopping center anchored by Furniture Fair that is Zoned “B-2”. If the zoning request is approved to re-zone the former Moose property to a business classification, it would open the possibility of a zoning request for Northgate Ford to ask for the rear of their property to be rezoned to a business classification.

Colerain Township Zoning Commission:

At the August 20, 2019 Zoning Commission meeting a public hearing was held and staff recommended for approval of the request to re-zone 3.863 acres of property from “R-6” Urban Residential to “PD-B” Planned Development Business subject to the following conditions and variances:

Conditions:

1. That the B-2 portion of the site be included in the rezoning to PD-B.
2. That unloading of inventory including vehicles be done on the project site only.
3. That a detailed landscape plan be submitted for the property as part of the Final Development Plan process with streetscape plantings conforming to the requirements of Section 14.5.1 of the Zoning Resolution for the Poole Road and Colerain Avenue frontages of the property.
4. That no off-premise signage be allowed on the property. The existing non-conforming billboard structure must be removed.
5. Signage on Poole Road shall be prohibited with the exception of Driveway Signs per section 15.8.3(E).

Variances:

1. That a variance be granted from Section 14.6.2 to allow for the elimination of internal landscape islands in the parking areas as shown on the Preliminary Development Plan.
2. That a variance be granted from Section 13.4.2(D) for those parking spaces without direct access to parking isles. That the Final Development Plan shall comply in all other aspects with the regulations of the Zoning Resolution.

3. That existing vegetation be retained to serve as screening materials in areas shown on the submitted landscape plan as substitution for evergreen plantings per section 14.5.2(B)(1).

After concluding the public hearing and deliberation, the Zoning Commission unanimously voted to DENY the zoning amendment request. Concerns were expressed regarding the lack of compliance with the conditions of the 2002 zoning approval, the applicant's resistance to the removal of the non-conforming billboard, storm water drainage onto adjacent properties, and the lack of improvements to the Colerain Avenue frontage of the property.

RECOMMENDATION:

The recommendation is for denial of the request as submitted.

**APPLICATION FOR ZONE MAP AMENDMENT
REQUIRING A PRELIMINARY DEVELOPMENT PLAN
or MAJOR AMENDMENT TO A FINAL DEVELOPMENT PLAN
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251**

Case No.: ZA 2002-02

Date Filed: 6.25.19

Date of Preliminary Hearing (if applicable): _____

Request Change from: R-6 to: PD-B

Township: Colerain Book: 510 Page: 0093 Parcels: part of 0014

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

Jeff Wyler Honda, 8944 Colerain Avenue

Name of Applicant: Mountain Agency Colerain LLC

Telephone No.: (513) 752-7450

Email Address: prini@wyler.com

Address: 401 Milford Parkway

City: Milford State: OH Zip: 45150

*Name of Owner(s): Mountain Agency Colerain LLC

Telephone No.: (513) 752-7450

Email Address: prini@wyler.com

Address: 401 Milford Parkway

City: Milford State: OH Zip: 45150

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

1. 510-0093-0014 Mountain Agency Colerain LLC, 401 Milford Parkway, Milford, OH 45150

2. _____

3. _____

(attach separate sheet if necessary for additional parcels)

Signatures:

Applicant:  Date: June 20, 2019

*Owner:  Date: June 20, 2019

*Owner: _____ Date: _____

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

Filing fee: _____ Legal notices: _____ Cert. Mail: _____ TOTAL: \$1879.45

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

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

JUN 25 2019

COLERAIN ZONING



June 24, 2019

RECEIVED

Ms. Marin Kohler, Senior Planner
Colerain Township Department of Planning & Zoning
4200 Springdale Road
Colerain Township, Ohio 45251

JUN 25 2019

COLERAIN ZONING

Re: Proposed Amendment to Case #ZA-2002-02
Jeff Wyler Honda
8944 Colerain Avenue
MSP No. 12451.00

Dear Mr. Kohler:

On behalf of the Jeff Wyler Dealer Group and Mountain Agency Colerain, LLC, we are pleased to submit the attached rezoning request. The subject of this request is a 3.863 acre portion of Tax Parcel 510-0093-0014 located at 8944 Colerain Avenue that is presently zoned R-6 and is the former site of the Moose Lodge. Mountain Agency Colerain LLC purchased the property in 2016 and now wishes to redevelop the property to serve as a vehicle storage lot.

At present, a paved lot west of the old Lodge building provides storage for approximately 90 vehicles. This request proposes to remove the Lodge building, reconfigure the orientation of parking in the existing lot, and extend a new lot to the east in a manner that will increase storage capacity to approximately 298 vehicles.

The plan will preserve an existing wooded buffer consisting primarily of evergreens along the north side of the property, adjacent to homes located on Sunnyside Drive. A more significant buffer will be created along north side of the existing paved lot by increasing the width of the existing buffer by 15 feet and adding trees and plants. A buffer will be created along the south property line as well where the area to be rezoned is contiguous with an undeveloped R-6 area to the south that is part of the Northgate Ford property. The storage lot will be enclosed by a six foot high solid panel wood fence.

A detention basin proposed at east end of the new storage lot is designed to adequately control the release of stormwater from the project site and is positioned in a manner that largely preserves trees and vegetation that will serve to buffer adjoining properties.

LED lighting will be installed in the new lot that will be shielded to limit trespass on to the adjoining properties. Lighting trespass at the property line has been limited to not more than 0.3 foot-candles.

As discussed in our preapplication meeting of June 12, we acknowledge that some approval conditions of the 2002 zoning case have not been met. Landscaping proposed at the time was not installed, there are documented occasions where unloading of new inventory has been performed on Sunnyside Drive rather than within the dealership property, and an existing billboard has served to provide off-premise advertising.



In addressing the landscaping issue, sheet L102 has been included as a part of this proposal addressing landscaping along Sunnyside Drive. The limits of permitted loading and unloading of vehicle haulers has been identified on sheet C102. Also on sheet C102, a notation has been added limiting billboard advertising to Jeff Wyler Honda.

Included in this submittal are the following items:

- Ten (10) full size sets of rezoning plans.
- Ten (10) sets of rezoning plans reduced to 11x17.
- Fifteen (15) copies of a zoning application executed by the property owner.
- Two (2) copies of a legal description of the area to be rezoned.
- Two (2) copies of adjoining property owner address labels.
- Two (2) copies of an executed SDS application.
- An application fee check in the amount of \$1,879.45.

Please begin your review of the application and contact us with any questions and comments. Otherwise, we look forward to presenting the plan at the August 2019 zoning commission meeting.

Sincerely,

McGill Smith Punshon, Inc.

A handwritten signature in black ink that reads 'James H. Watson'.

James H. Watson, PE
Senior Vice President

Cc: Paul Rini, Jeff Wyler Dealer Group, Inc.
Brian McNair, Jeff Wyler Dealer Group, Inc.

Approved June 24, 2019
A handwritten signature in blue ink that appears to read 'J. David Wyler'.
J. David Wyler

CHECK
CONTROL NO. 2702242

ISSUED BY: Jennifer_Adkins

Jeff Wyler Colerain, Inc.
MILFORD, OH 45150

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ ACCOUNT NO.	NET AMOUNT
	062419	APPLICATION	FEE - CASE# ZA-2002-02			1,879.45
				2702242	27*2020200	-1,879.45
					27*2090508	1,879.45
				TOTAL	2020200	1,879.45

DETACH AT PERFORATION BEFORE DEPOSITING CHECK
AD-98195BL (4/02) The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055

REMITTANCE ADVICE

DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER, A SECURITY BACKER READING "ORIGINAL DOCUMENT". DO NOT CASH IF ANY FEATURE IS MISSING.



Jeff Wyler Colerain, Inc.
401 Milford Pkwy, Ste A
Milford, OH 45150
(513) 752-7450



2702242 56-503
422

DATE
24JUN19

PAY THIS AMOUNT			
*****1,879	DOLLARS	45	CENTS

AMOUNT OF CHECK
*****1,879.45

115361

TWO SIGNATURES REQUIRED
VOID AFTER 90 DAYSTO
THE
ORDER
OF

COLERAIN TOWNSHIP TRUSTEES
11939 TRAMWAY DR
CINCINNATI OH 45241-1689

BY

BY

AUTHORIZED SIGNATURE



HAMILTON COUNTY
**Planning +
Development**

Storm Water Drainage System Application

Hamilton County Planning & Development
 138 East Court Street RM 801 - Cincinnati, Ohio 45202
 Phone 513-946-4550
 Fax 513-946-4744

1. Applicant to complete all applicable spaces on this form. Date: 6-21-2019

Identification	Name	Street Address	City	State	Zip	Phone	Email Address
Owner or Developer:	Mountain Agency Colerain LLC	401 Milford Parkway	Milford	OH	45150	(513) 752-7450	pmi@wyler.com - Paul Rini
Contractor:	Turnbull-Wahlert Construction Co	5533 Fair Lane	Cincinnati	OH	45227	(513) 731-7300	rritz@turnpop.com - Randy Ritz
Engineer	McGill Smith Punshon Inc.	3700 Park 42 Drive, Suite 190 B	Cincinnati	OH	45241	(513) 759-3205	jwalson@mspdesign.com - Jim Watson

2. Project Information:

Project Title: Jeff Wyler Honda Colerain Zoning Amendment Township: Colerain

A unique name to identify your project

Project Address: 8944 Colerain Avenue, Cincinnati, OH 45251

3. Check Applicable Box:

Type of Project	Concept Review	Improvement Plan* Review
Subdivision:		
Frontage Subdivision:		
Commercial/Industrial:	X	
Building Permit		
Other:		
*Improvement plans are detailed construction drawings.		

4. The owner of the development and undersigned do hereby covenant and agree to comply with all the laws of the State of Ohio and the regulations of the County of Hamilton pertaining to storm water management, and that said construction will be in accordance with plans and specifications submitted herewith and certify that the information and statement given on this application are true.

David Wyler, Mountain Agency Colerain LLC

Print Your Name & Company name

Signature

6-21-2019

Date

Adjoining Properties to: 510-0093-0014
Jeff Wyler Honda - 8944 Colerain Avenue

510-0064-0001
 Monica Mohlenkamp and
 Jeffrey Roberson
 9113 Zoellner Road
 Cincinnati, OH 45251

510-0093-0005
 Jeremy Clark & Jami Rich
 3286 Sunnyside Dr.
 Cincinnati, OH 45251

510-0093-0212
 Mountain Agency, LLC.
 401 Milford Pkwy #A
 Milford, OH 45150

510-0064-0002
 Jack & Susan Clevidence
 9111 Zoellner Road
 Cincinnati, OH 45251

510-0093-0006
 Robert J. Kavanagh, III
 3300 Sunnyside Dr.
 Cincinnati, OH 45251

510-0093-0213
 Mountain Agency, LLC.
 401 Milford Pkwy #A
 Milford, OH 45150

510-0064-0003
 Katherina Nagel
 9109 Zoellner Road
 Cincinnati, OH 45251

510-0093-0011 & -0169
 State of Ohio
 505 S. State Route 741
 Lebanon, OH 45036

510-0093-0218 & 510-0104-0225
 Colerain Twp. Board of TRS.
 4200 Springdale Road
 Cincinnati, OH 45251

510-0064-0004
 Mary & Robert Kattine
 3120 Pavlova Drive
 Cincinnati, OH 45251

510-0093-0015
 Kenwood Lincoln-Mercury
 9500 Kings Automall Dr.
 Cincinnati, OH 45249

510-0093-0226
 Mountain Agency Colerain, LLC.
 401 Milford Pkwy #A
 Milford, OH 45150

510-0093-0001
 Dianne Creech
 9107 Zoellner Dr.
 Cincinnati, OH 45251

510-0093-0147
 State of Ohio
 505 S. State Route 741
 Lebanon, OH 45036

510-0093-0227
 Mountain Agency Colerain, LLC.
 401 Milford Pkwy #A
 Milford, OH 45150

510-0093-0082
 Dianne Creech
 9107 Zoellner Dr.
 Cincinnati, OH 45251

510-0093-0158 and - 0224
 State of Ohio
 505 S. State Route 741
 Lebanon, OH 45036

510-0093-0002 & -0183
 Katherina Nagel
 9109 Zoellner Dr.
 Cincinnati, OH 45251

510-0093-0170
 State of Ohio
 505 S. State Route 741
 Lebanon, OH 45036

510-0093-0003
 Daniel Scott Cox
 3276 Sunnyside Dr.
 Cincinnati, OH 45251

510-0093-0190
 Mountain Agency, LLC.
 401 Milford Pkwy #A
 Milford, OH 45150

510-0093-0004
 Phillip & Lana Russo
 3272 Sunnyside Dr.
 Cincinnati, OH 45251

510-0093-0206
 State of Ohio
 505 S. State Route 741
 Lebanon, OH 45036

DESCRIPTION FOR: **The Mountain Agency Colerain, LLC**

LOCATION: **Colerain Avenue**
 (3.863 Acres)

Situate in Section 8, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being part the same lands conveyed to The Mountain Agency Colerain, LLC, by deed recorded in O.R. 13243, Page 2608 (all records of the Hamilton County, Ohio Recorder's Office) and also being part of Lot 4 of the subdivision made by David Williamson, as recorded in Plat Book 5, Page 25 and more particularly described as follows:

COMMENCING at a point in the east right-of-way line of Colerain Avenue lying South $88^{\circ}45'00''$ West, 1639.75 feet and South $18^{\circ}35'57''$ East, 90.22 from the northeast corner of said Section 8;

Thence, with the south right-of-way line of Sunnyside Drive (R/W Varies), the following nine (9) courses and distances:

- 1.) South $88^{\circ}32'33''$ East, 11.51 feet;
- 2.) North $32^{\circ}13'12''$ East, 53.55 feet;
- 3.) North $83^{\circ}30'41''$ East, 110.24 feet;
- 4.) North $80^{\circ}21'26''$ East, 85.41 feet;
- 5.) Along an arc deflecting to the right, having a central angle of $18^{\circ}12'04''$, a radius of 175.00 feet and a length of 55.59 feet. The chord of said arc bears North $89^{\circ}27'28''$ East, 55.36 feet;
- 6.) South $81^{\circ}26'30''$ East, 288.60 feet;
- 7.) Along an arc deflecting to the right, having a central angle of $52^{\circ}16'09''$, a radius of 75.00 feet and a length of 68.42 feet. The chord of said arc bears South $55^{\circ}18'26''$ East, 66.07 feet;
- 8.) Along an arc deflecting to the right, having a central angle of $101^{\circ}43'01''$, a radius of 15.00 feet and a length of 26.63 feet. The chord of said arc bears South $21^{\circ}41'09''$ West, 23.27 feet;
- 9.) Along an arc deflecting to the left, having a central angle of $145^{\circ}31'06''$, a radius of 50.00 feet and a length of 126.99 feet. The chord of said arc bears South $00^{\circ}12'53''$ East, 95.51 feet to the POINT OF BEGINNING for this description;

Thence from said POINT OF BEGINNING, continuing with a south line of said right-of-way and with south lines of lands conveyed to Robert J. Kavanagh in O.R. 10447, Page 1204, Jeremy



W. Clark in O.R. 11475, Page 1550, Phillip and Lana Russo in O.R. 6225, Page 805 and to Daniel Scott Cox in O.R. 12474, Page 1268, South 88°31'00" East, 548.58 feet;

Thence, along the east line of said Cox lands, North 02°12'00" East, 1.74 feet to the southwest corner of lands conveyed to Dianne Creech in D.B. 4386, Page 2091;

Thence, along the south line of said Creech lands, South 88°31'00" East, 334.00 feet to the northwest corner of lands conveyed to Katherina Nagel in D.B. 3623, Page 221;

Thence, with the east line of said Nagel lands and with the east line of lands conveyed to Katherina Nagel in D.B. 3663, Page 46, South 02°12'00" West, 187.29 feet to the north line of lands conveyed to Kenwood Lincoln-Mercury, Inc. in O.R. 11639, Page 2146;

Thence, along the north line of said Kenwood Lincoln-Mercury, Inc. lands, North 89°10'00" West, 878.10 feet;

Thence, through the lands of aforesaid The Mountain Agency Colerain lands, LLC, North 00°50'00" East, 195.51 feet to the point of beginning.

Containing 3.863 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated June 21, 2019, under the direction of Richard D. Nichols, P.S., Ohio Registration Number 7929. The bearings in the above description are based on the north line of Lot No. 4 of the subdivision made by David Williamson, as recorded in Plat Book 5, Page 25, Hamilton County, Ohio Recorder's Office.

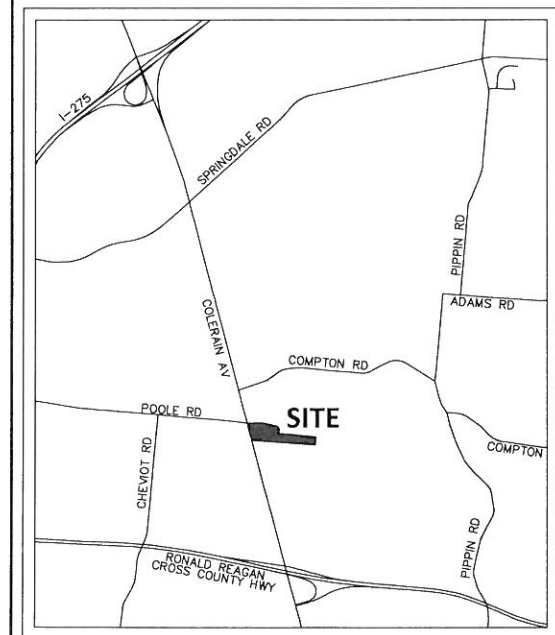
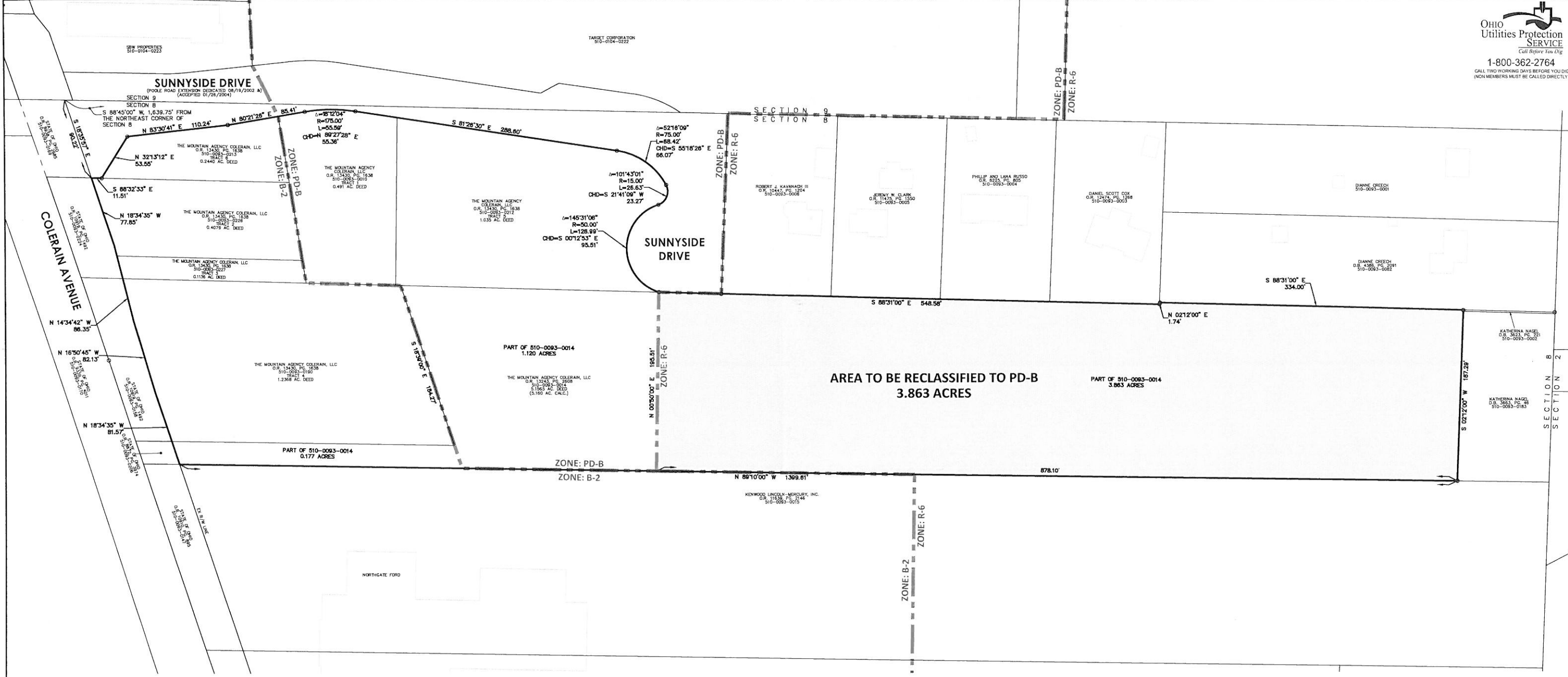
Prepared by: McGill Smith Punshon, Inc.

Date: June 21, 2019

MSP No.: 12451.00

12451003-ZON-LEG-3.863Ac.docx





VICINITY MAP
SCALE: 1" = 2,000'

PARCEL INFORMATION		
EXISTING PARCELS TO BE RECLASSIFIED TO "PD-B" PLANNED RETAIL		
<u>PARCEL NUMBER</u>	<u>OWNER</u>	
510-0093-0014	MOUNTAIN AGENCY COLERAIN LLC	
8944 COLERAIN AVENUE	401 MILFORD PARKWAY	
	MILFORD OH 45150	
	(513) 752-7450	
GENERAL NOTES		
EXISTING ZONING:	"B-2"	2.1793 ACRES
	"PD-B"	2.6460 ACRES
	"R-6"	3.8630 ACRES
TOTAL PROPERTY	8.6883 ACRES	
PROPOSED REZONING:	"R-6" TO "PD-B"	
NET AREA OF PROPOSED REZONE:	3.8630 ACRES	
GROSS AREA OF PROPOSED REZONE:	3.8630 ACRES	
RIGHTS-OF-WAY SHOWN ARE PUBLIC.		
PROPOSED LAND USE: AUTOMOTIVE SALES – VEHICLE STORAGE AREA		

INDEX OF SHEETS	
C101	ZONING PLAT
C102	DEMOLITION PLAN
C103	PROPOSED FEATURES PLAN
C104	PRELIMINARY UTILITY PLAN
C105	PRELIMINARY GRADING PLAN
C106	NOTES & DETAILS
L101	LANDSCAPE PLAN
L102	LANDSCAPE PLAN
L103	LANDSCAPE NOTES & DETAILS
L104	PHOTOMETRIC PLAN

RECEIVED
JUN 25 2019

COLERAIN ZONING

PROPOSED AMENDMENT
TO CASE # ZA-2002-02

WYLER COLERAIN
HONDA

SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

ZONING PLAT

STATE OF OHIO
JAMES H. WATSON
49898
REGISTERED
PROFESSIONAL ENGINEER

DATE: 06/21/19
SCALE: AS NOTED
DRAWN BY: BC
PROJECT MGR: JWV
SURVEY DATABASE: 12451
DWG: 12451006-IMP
X-REF(S):
PROJECT NUMBER: 12451.00
FILE NO.: 12451
SHEET NO.: C101

DATE: 06/21/19
SCALE: AS NOTED
DRAWN BY: BC
PROJECT MGR: JWV
SURVEY DATABASE: 12451
DWG: 12451006-IMP
X-REF(S):
PROJECT NUMBER: 12451.00
FILE NO.: 12451
SHEET NO.: C101

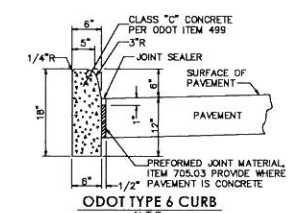
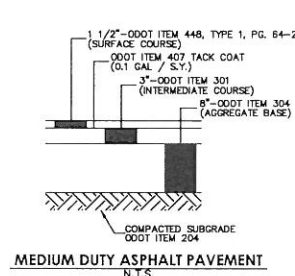
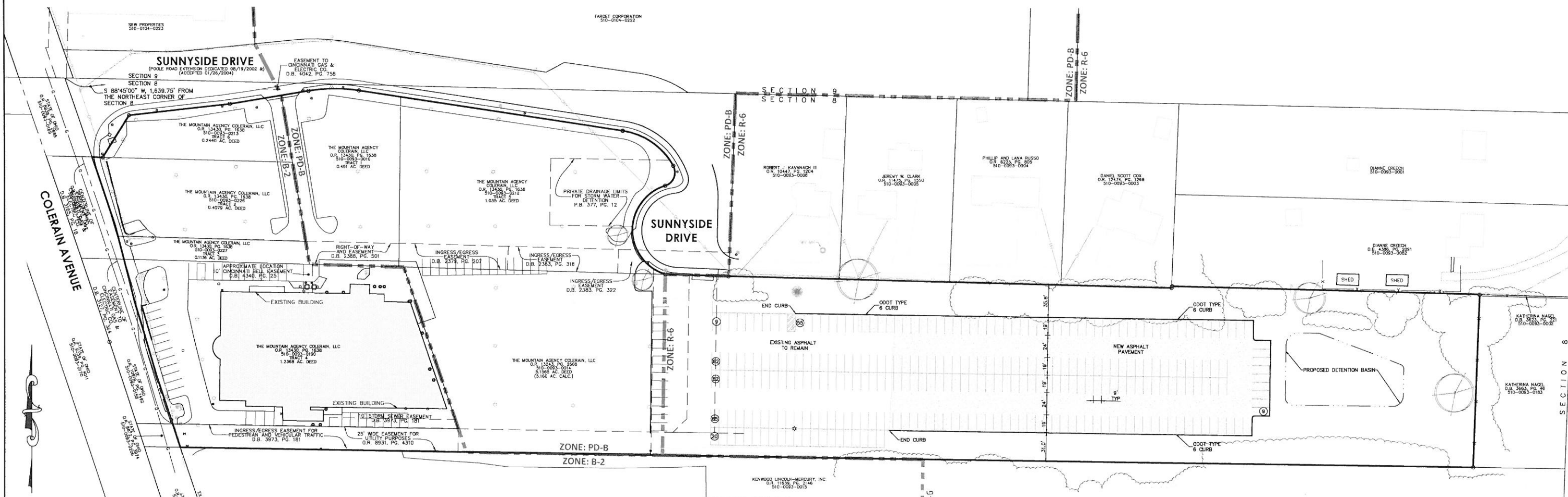
SCALE IN FEET
0 25 50 100 150

REVISION
By Date

MSP
DESIGN
McGill Smith Punshon

Architecture
Engineering
Landscape Architecture
Planning
Surveying

3700 Park 42 Drive
Suite 190B
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com



IMPERVIOUS AREA ANALYSIS	
EXISTING HARD SURFACE AREA:	250,222 S.F.
EXISTING HARD SURFACE AREA (TO BE REMOVED):	-2,379 S.F.
EXISTING HARD SURFACE AREA (TO REMAIN):	247,843 S.F.
PROPOSED PAVEMENT AREA:	51,016 S.F.
TOTAL IMPERVIOUS AREA:	298,859 S.F.
TOTAL SITE AREA:	378,462 S.F.
	= 0.79



Revision	By	Date

**PROPOSED AMENDMENT
TO CASE # ZA-2002-02**

**WYLER COLERAIN
HONDA**

SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

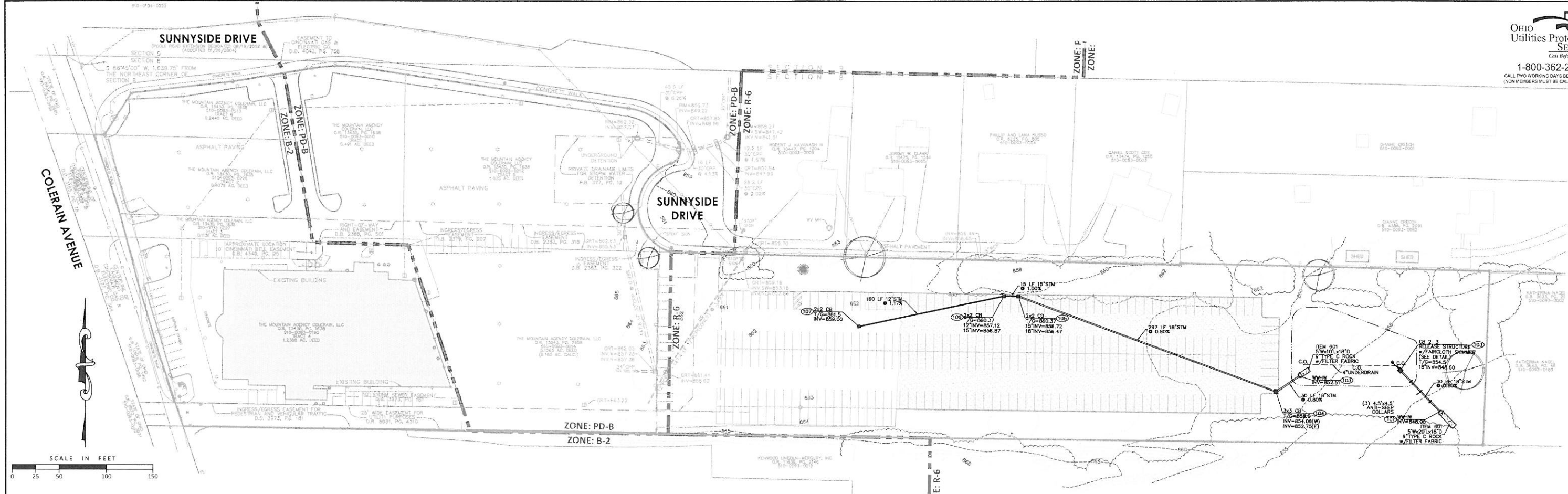
PROPOSED FEATURES PLAN

Date	06/21/19
Scale	AS NOTED
Drawn By	BC Proj. Mgr. JW
Survey Database	12451
DWG	12451006-IMP
X-Ref(s)	
Project Number	12451.00
File No.	12451
Sheet No.	C103

MSP DESIGN
McGill Smith Punshon

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying



- STORM DRAINAGE NOTES**
- ALL PLANS AND CONSTRUCTION WITHIN THE UNINCORPORATED AREAS OF HAMILTON COUNTY SHALL COMPLY WITH THE CURRENT "RULES AND REGULATIONS" OF THE PLANNING AND DEVELOPMENT DEPARTMENT OF HAMILTON COUNTY, GOVERNING THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE AND USE IN THE COUNTY OF HAMILTON STORM DRAINAGE SYSTEM. COPIES OF THESE "RULES AND REGULATIONS" ARE AVAILABLE AT THE DEPARTMENT OF PLANNING AND DEVELOPMENT, ROOM 601 COUNTY ADMINISTRATION BUILDING, 138 EAST COURT STREET, CINCINNATI, OHIO 45202.
 - ALL STORM SEWER, SURFACE DRAINAGE AND DETENTION/RETENTION FACILITY CONSTRUCTION AND MATERIAL SHALL BE IN ACCORDANCE WITH THE STATE OF OHIO CONSTRUCTION AND MATERIAL SPECIFICATIONS, CURRENT EDITION.
 - ALL STORM SEWER, SURFACE DRAINAGE (EXCEPT FOR STORM SEWER WITHIN COUNTY ROAD RIGHT-OF-WAY) AND DETENTION/RETENTION FACILITY CONSTRUCTION TO BE UNDER THE INSPECTION AND SUPERVISION OF THE HAMILTON COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. PHONE (513) 946-4550 AT LEAST 24 HOURS IN ADVANCE OF CONSTRUCTION. STORM SYSTEMS CONSTRUCTED WITHIN COUNTY ROAD RIGHT-OF-WAY IS TO BE INSPECTED BY THE HAMILTON COUNTY ENGINEER.
 - UNLESS OTHERWISE SPECIFIED, STORM SEWER PIPE SHALL BE TYPE "C" CONDUIT 706.02, CLASS IV WITH CLASS B BEDDING AS PER ODOT 603.04. BACKFILLING IS TO COMPLY WITH ODOT 603.08 FOR ALL STORM SEWERS.
 - THERMOPLASTIC STORM SEWER PIPE MAY BE SUBSTITUTED FOR CONCRETE PIPE OF THE SAME TYPE OF PIPE AND ASTM OR AASHTO NUMBERS MUST APPEAR ON THE PLANS AND PROFILES. ALSO, THE PIPES SHALL BE STAMPED BY THE MANUFACTURER PRIOR TO SHIPMENT FOR FIELD VERIFICATION. THE PIPE SHALL COMPLY WITH THE SPECIFICATIONS OF THE HAMILTON COUNTY PUBLIC WORKS RULES AND REGULATIONS. (SECTION 517.13(B)).
 - UNLESS OTHERWISE SPECIFIED, STORM SEWER MANHOLES ARE TO BE ODOT STD NO. 1, STD. NO. 3 OR STD. NO. 5, AND CATCH BASINS ARE TO BE ODOT STD. CATCH BASINS.
 - ALL CATCH BASIN OUTLET PIPES CONNECTING TO MANHOLES ARE TO BE SLOPED AT 2% UNLESS OTHERWISE SPECIFIED. MAXIMUM PERMITTED DEPTH OF ODOT STD CATCH BASINS SHALL BE AS FOLLOWS:
CB-3A, CB2-2-A AND CB2-2-B: 4'-0"
CB-3 AND CB-3M: 6'-0"
IF USED, DEVELOPER SHALL SUBMIT DESIGN DETAILS FOR APPROVAL.
 - ALL MINGWALL HEADWALLS DESIGNATED AS (STD. H.W.) OR (W.W.H.W.) SHALL BE HAMILTON COUNTY DEPARTMENT OF PUBLIC WORKS STD. PLATE 5 MINGWALL HEADWALL.
 - RCP INDICATES ITEM 601 ROCK CHANNEL PROTECTION. DIMENSIONS ON PLAN INDICATE SIZE (TYPE B, C, ETC.), WIDTH AND LENGTH AND DEPTH.
 - COMPACTED FILLS ARE TO BE MADE TO A MINIMUM OF THREE FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID SEWERS. ALL FILLS SHALL BE CONTROLLED, COMPACTED AND INSPECTED BY AN APPROVED TESTING LABORATORY OR AN INSPECTOR FROM THE APPROPRIATE GOVERNMENTAL AGENCY.
 - ALL PROPOSED PRIVATE STORM SEWERS AND SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER FOR NONRESIDENTIAL DEVELOPMENTS.
 - ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO FINAL GRADE AND ARE TO REMAIN SO SHALL BE SEEDED AND MULCHED AS SEEN AS PRACTICAL IN ACCORDANCE WITH STATE OF OHIO SPECIFICATION ITEM 659.
 - CB3-M OR CB-3MH CATCH BASINS AS DESIGNATED ON THE PLANS REFER TO HAMILTON COUNTY DEPARTMENT OF PUBLIC WORKS LATEST STD. DRAWINGS.
 - STEPS SHALL BE PROVIDED IN ALL CATCH BASINS WHERE THE DEPTH EXCEEDS 4'-0" AND SHALL MEET THE REQUIREMENTS OF THE STATE OF OHIO STD. CONSTRUCTION DRAWING MH-1.
 - NO DIRECT CONNECTIONS OF EFFLUENT PIPES FROM HOUSEHOLD SEWAGE DISPOSAL SYSTEMS ARE PERMITTED TO CLOSED PUBLIC STORM DRAINAGE SYSTEMS. FURTHERMORE, THE DISCHARGE SHALL NOT ENTER THE PUBLIC STORM SEWER.
 - TEMPORARY EROSION, SEDIMENT AND DEBRIS CONTROL, ACCORDING TO STORM DRAIN INLET PROTECTION UNDER CHAPTER 6 OF THE OHIO RAINWATER AND LAND DEVELOPMENT MANUAL (RLDM) MUST BE PROVIDED FOR AT ALL CATCH BASINS, INLETS AND THE INLET SIDE OF ALL NEW PIPE OPENINGS, OR APPROVED EQUAL.
 - TEMPORARY EROSION, SEDIMENT AND DEBRIS CONTROL USING A ROCK CHECK DAM ACCORDING TO CHAPTER 5 OF THE RLDM MUST BE PROVIDED FOR AT THE OUTLET DITCH, SWALE, WATERCOURSE OR PIPE. SEE APPROVED PLANS FOR ANY OTHER SPECIFIC LOCATIONS, ALSO, OR APPROVED EQUAL.
 - IN ADDITION TO ANY TEMPORARY EROSION, SEDIMENT, AND DEBRIS CONTROL DETAILS AND NOTES SHOWN ON THE PLANS, THE DEVELOPER SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS, EARTH SEEDING, MULCHING, SEEDING, MULCHING AND/OR MULCH NETTING OR ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION, MUD AND DEBRIS FROM BEING DEPOSITED ON OTHER PROPERTY, ON NEW OR EXISTING EXPOSURE OR EXISTING SEWERS OR NEW SEWERS WITHIN THE DEVELOPMENT. THE DEVELOPER SHALL CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.

PRIVATE DRAINAGE EASEMENT FOR STORM WATER DETENTION/RETENTION FACILITY

PRIVATE STORM DRAINAGE LIMITS SHOWN ON THIS PLAN ARE NOT ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY AND THE COUNTY OF HAMILTON IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID LIMITS. THE SAID LIMIT AREA AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LEGAL OWNER(S). NO STRUCTURES, PLANTING OR OTHER IMPROVEMENTS ARE PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD OR CHANGE THE DIRECTION OF THE FLOW OF WATER THROUGH THE DRAINAGE CHANNEL IN THE SAID LIMITS.

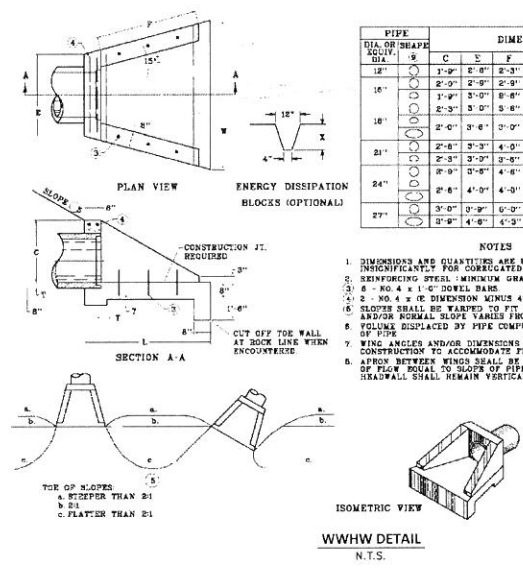
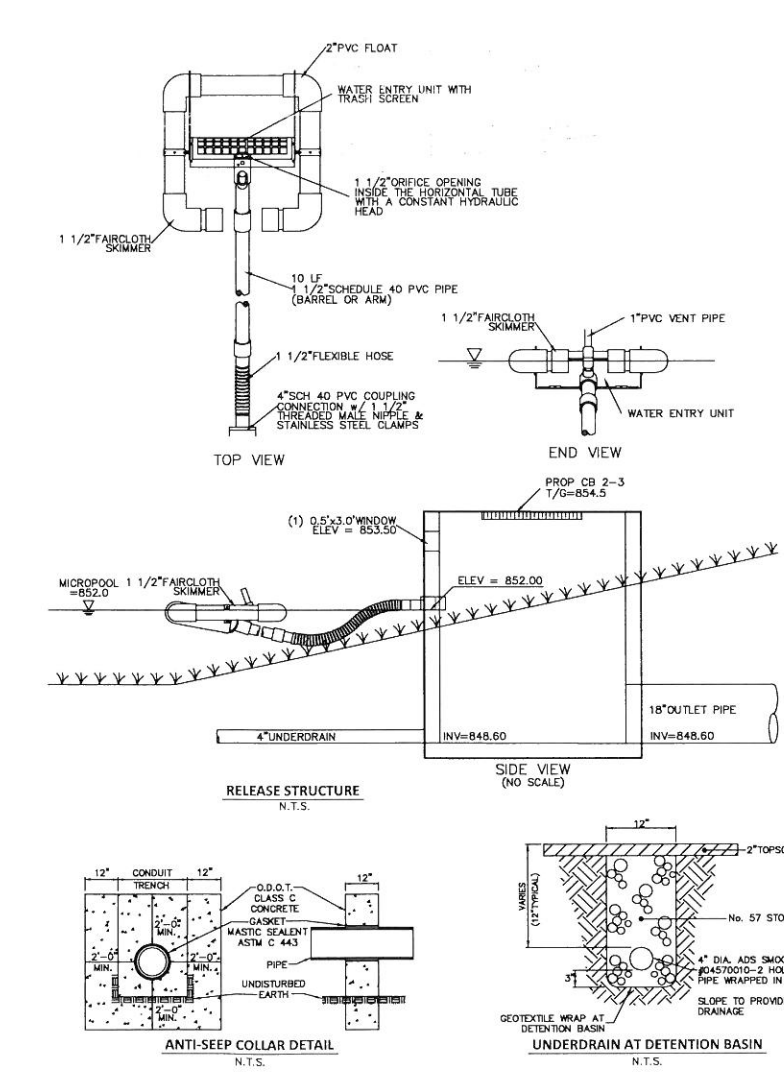
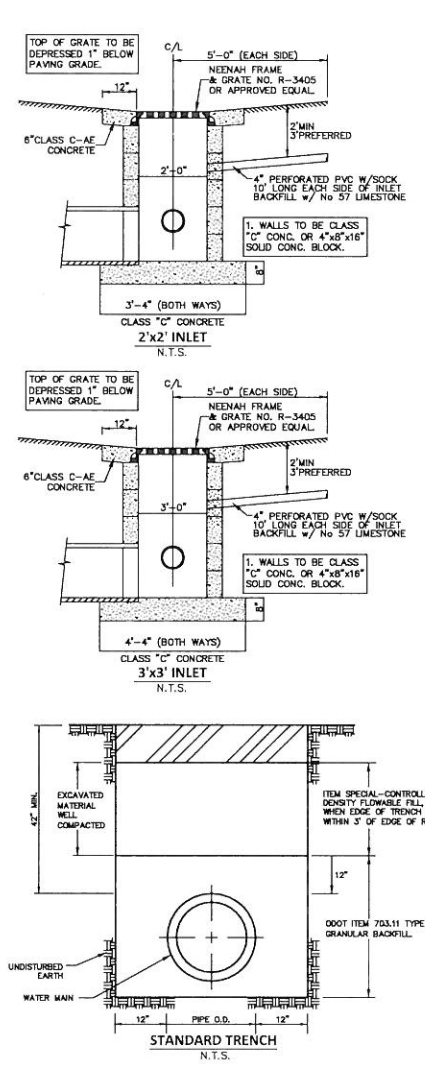
THE LOCATION OF THE PRIVATE STORM DRAINAGE LIMITS MUST BE PREPARED BY THE DEVELOPER OR HIS ENGINEER ON AN EASEMENT AND/OR RECORD PLAT BY THE DEVELOPER AND BE SUBMITTED TO THE HAMILTON COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE DEVELOPER OR HIS ENGINEER SHALL RECORD THE LOCATION OF THE PRIVATE STORM DRAINAGE LIMITS ON THE RECORD PLAT. THE HAMILTON COUNTY DEPARTMENT OF PUBLIC WORKS FOR THEIR FILE AND RECORDS PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT PLANS.

DESIGNATION	HIGH WATER ELEVATION (FT. ABOVE MSL)	PRE-DEV Q ₁ (CFS)	PRE-DEV Q ₁₀ (CFS)	POST-DEV Q ₁₀ (CFS)	REQUIRED VOLUME (CF)	PROVIDED VOLUME (CF)	WATER QUALITY VOLUME (CF)
DETENTION FACILITY 1	854.7	1.73	3.01	1.40	8,826	13,742	5,476

NO GRAVITY FLOW STORM DRAINS FROM ANY DRIVEWAY, WINDOW WELL, STAIRWELL, FOUNDATION, BASEMENT, PATIO OR OTHER SOURCE WILL BE PERMITTED TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM SEWER SYSTEM AND/OR EXISTING OR PROPOSED WATERCOURSE UNDER THE HIGH WATER ELEVATIONS SHOWN IN THE ABOVE TABLE.

IF THE BASEMENT FLOOR IS BELOW THE ABOVE STATED ELEVATION, THE BASEMENT SHALL BE PROVIDED WITH A SUMP PUMP WELL AND SUMP PUMP. THE PUMP SHALL BE DISCHARGED ON THE LOT AT A POINT ABOVE THE ELEVATION SHOWN ABOVE.

A GRAVITY FLOW STORM SYSTEM MAY BE DISCHARGED ON THE LOT AT A POINT WHERE THE OUTLET IS NOT AFFECTED BY FLOODING FROM THE PROPOSED STORM SEWER SYSTEM AND/OR EXISTING OR PROPOSED WATERCOURSE.



**PROPOSED AMENDMENT
TO CASE # ZA-2002-02**

**WYLER COLERAIN
HONDA**

SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

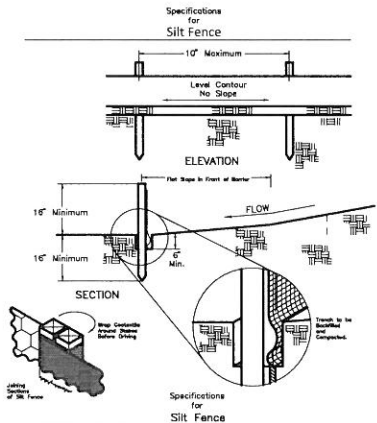
PRELIMINARY UTILITY PLAN

**STATE OF OHIO
REGISTERED PROFESSIONAL ENGINEER
JAMES H. WATSON
49886**

Date: 06/21/19
Scale: AS NOTED
Drawn By: BC
Proj. Mgr.: JW
Survey Database: 12451
DWG: 12451006-IMP
X-Ref(s):
Project Number: 12451.00
File No.: 12451 Sheet No.: C104

Revision: By Date

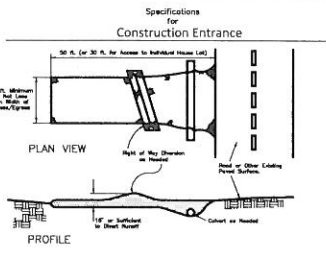
3700 Park 42 Drive
Suite 190B
Cincinnati OH 45241
Phone 513.759.0004
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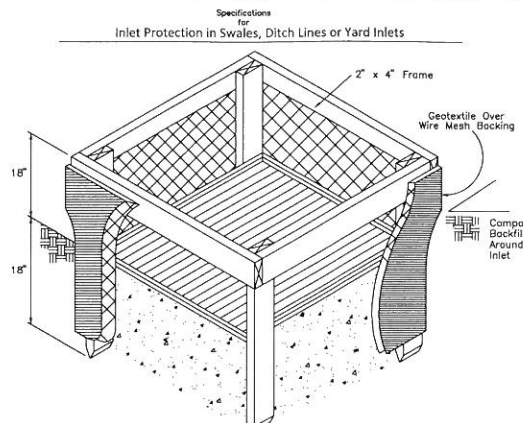
- Specifications for Silt Fence**
- Silt fence shall be constructed before upslope land disturbance begins.
 - All silt fences shall be placed as close to the contour as possible so that water will not concentrate at low points in the fence and so that small swales or depressions, which may carry small concentrated flows in the silt fence, are dissipated along its length.
 - To prevent water ponded by the silt fence from flowing around the ends, each end shall be constructed upslope so that the ends are of a higher elevation.
 - Where possible, silt fence shall be placed on the flattest area available.
 - Where possible, vegetation shall be preserved for 5 ft. (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 days from the installation of the silt fence.
 - The height of the silt fence shall be a minimum of 16 in. above the original ground surface.
 - The silt fence shall be placed in a trench cut a minimum of 6 in. deep. The trench shall be cut with a trencher, cable laying machine, or other suitable device that will ensure an adequately uniform trench depth.
 - The silt fence shall be placed with the stakes on the downslope side of the geotextile and so that 6-in. of cloth are below the ground surface. Excess material shall lie on the bottom of the 6-in. deep trench. The trench shall be backfilled and compacted.
 - Seams between sections of silt fence shall be overlapped with the end stakes of each section wrapped together before driving into the ground.
 - Maintenance—Silt fence shall allow runoff to pass only as diffuse flow through the geotextile. If runoff overtops the silt fence, flow under or around ends, or in any other way becomes a concentrated flow, one of the following shall be performed, as appropriate: 1) The layout of the silt fence shall be changed; 2) Accumulated sediment shall be removed; or 3) Other practices shall be installed.

Criteria for Silt Fence Materials

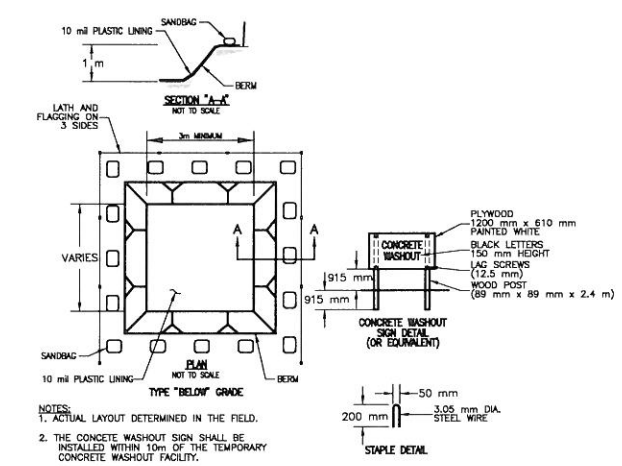
1. Fence Posts—The length shall be a minimum of 32 in. long. Wood posts will be 2-by-4 in. of hardwood of sound quality. The maximum spacing between posts shall be 10 ft.	200 ft.
2. Silt Fence Fabric shall be ODOT Type 1. Geotextile Fabric or as described by the chart below.	200
Minimum Tensile Strength	200 lb.
Minimum Strength at 90°	200
Minimum Tear Strength	50 lb.
Minimum Puncture Strength	50 lb.
Minimum Opening Size	1.0 mm
Minimum Permeability	1.0 mm
Ultimate Exposure Strength Retention	70 %



- Specifications for Construction Entrance**
- Stone Size—Two-inch stone shall be used, or recycled concrete equivalent.
 - Length—The construction entrance shall be as long as required to stabilize high traffic areas but not less than 50 ft. (except on single residence lot where a 30-ft. minimum length applies).
 - Thickness—The stone layer shall be at least 6 in. thick.
 - Width—The entrance shall be at least 10 ft. wide, but not less than the full width of points where ingress or egress occurs.
 - Bedding—A geotextile shall be placed over the entire area prior to placing stone. It shall have a Grab Tensile Strength of at least 200 lb. and a Mullen Burst Strength of at least 150 lb.
 - Culvert—A pipe or culvert shall be constructed under the entrance if needed to prevent surface water from flowing across the entrance from being directed out onto paved surfaces.
 - Water Bar—A water bar shall be constructed as part of the construction entrance if needed to prevent surface runoff from flowing the length of the construction entrance and out onto paved surfaces.
 - Maintenance—Top dressing of additional stone shall be applied as conditions demand. Mud spilled, dropped, washed or tracked onto public roads, or any surface where runoff is not checked by sediment controls, shall be removed immediately. Removal shall be accomplished by sweeping or watering.
 - Construction entrances shall not be relied upon to remove mud from vehicles and prevent off-site tracking. Vehicles that enter and leave the construction site shall be restricted from muddy areas.



- Specifications for Inlet Protection in Swales, Ditch Lines or Yard Inlets**
- Inlet protection shall be constructed either before upslope land disturbance begins or before the storm drain becomes operational.
 - The earth around the inlet shall be excavated completely to a depth of at least 18 in.
 - The wooden frame shall be constructed of 2-by-4 in. construction grade lumber. The 2-by-4 in. posts shall be driven 1 ft. into the ground at four corners of the inlet and the top portion of 2-by-4 in. frame assembled using the overlap joint shown. The top of the frame shall be at least 6 in. below adjacent roads if ponded water would pose a safety hazard to traffic.
 - Wire mesh shall be of sufficient strength to support fabric with water fully impounded against it. It shall be stretched tightly around the frame and fastened securely to the frame.
 - Geotextile shall have an equivalent opening size of 20–40 sieve and be resistant to sunlight. It shall be stretched tightly around the frame and fastened securely. It shall extend from the top of the frame to 18 in. below the inlet notch elevation. The geotextile shall overlap across one side of the inlet so the ends of the cloth are not fastened to the same post.
 - Backfill shall be placed around the inlet in compacted 6-in. layers until the earth is even with notch elevation on ends and top elevation on sides.
 - A compacted earth dike or a check dam shall be constructed in the ditch line below the inlet if the inlet is not in a depression and if runoff bypassing the inlet will not flow to a settling pond. The top of the earth dikes shall be at least 6 in. higher than the top of the frame.



CONCRETE WASHOUT DETAIL
N.T.S.

Important Inspection and Maintenance Procedure: When storage volume has been significantly reduced, clean out sediment and floatable debris.

Inspection activities shall be performed as follows. Any deficiencies that are found shall be repaired immediately.

BMP Element	Potential Deficiencies	Deficiency Remediation
Entire System	Trash/debris is present.	Remove the trash/debris.
SWQ Treatment Unit	Sediment and/or oil are accumulating in the device.	Remove sediment and oil and properly dispose of it off-site.
	Structural damage has occurred in the device.	Repair or replace the device or its components as necessary.
Inlet Device	Pipe is Clogged.	Unclog the pipe. Properly dispose of sediment off-site.
	Pipe is cracked or otherwise damaged.	Replace the pipe.
Basin	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Remove sediment and properly dispose of it off-site.
	Excessive vegetation has accumulated to a volume greater than the original design volume for sediment storage.	Remove vegetation and properly dispose of it off-site.
	The basin has low areas collecting stagnant water.	Remove excessive sediment and biocloges to flow, regrade the basin, as needed.
	Structural damage has occurred to concrete channels or other components.	Repair or replace the vault, piping, and/or other components as necessary.
	Oil is accumulating.	Pump the accumulated oil out of the vault or piping and dispose of it properly.
	Blocked, damaged, or plugged outlet and emergency overflow.	Clear vents from all blockages and make structural repairs as necessary.
Outlet Device and Emergency Overflow	Clogging has occurred.	Clean out the outlet device. Properly dispose of sediment off-site.
	Outlet device is damaged.	Repair or replace the outlet device.
	Erosion or other signs of damage have occurred at the outlet.	Stabilize soil within your property.

DISTURBED AREAS MUST BE STABILIZED AS SPECIFIED IN THE FOLLOWING TABLES BELOW.

Table 1: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the State and at final grade	Within two days of reaching final grade
Any other areas at final grade	Within seven days of reaching final grade within that area

Table 2: Temporary Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the State and not a final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days
For all construction activities, any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the State	Within seven days of the most recent disturbance within the area
For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).	For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

WHERE VEGETATIVE STABILIZATION TECHNIQUES MAY CAUSE STRUCTURAL INSTABILITY OR ARE OTHERWISE UNOBTAINABLE, ALTERNATIVE STABILIZATION TECHNIQUES SHALL BE EMPLOYED. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENFORCING OFFICIAL BEFORE IMPLEMENTING ALTERNATIVE STABILIZATION TECHNIQUES PER SECTION 310(N) OF THE HAMILTON COUNTY EARTHWORK REGULATIONS.

PERMANENT STABILIZATION OF DITCHES: SPECIAL MEASURES SHALL BE UNDERTAKEN TO STABILIZE DITCHES AND PREVENT EROSION. MEASURES MAY INCLUDE SEEDING, DORMANT SEEDING (AS DEFINED IN THE LATEST EDITION OF THE RAINWATER AND LAND DEVELOPMENT MANUAL), MULCHING, EROSION CONTROL MATTING, SODDING, RIPRAP, NATURAL DESIGN WITH BIOENGINEERING TECHNIQUES OR ROCK CHECK DAMS.

RUNOFF CONTROL PRACTICES: THE PROJECT SHALL INCORPORATE MEASURES WHICH CONTROL THE FLOW OF RUNOFF FROM DISTURBED AREAS SO AS TO PREVENT EROSION FROM OCCURRING. SUCH PRACTICES MAY INCLUDE ROCK CHECK DAMS, PIPE SLOPE, DRAINS, DIVERSIONS TO DIRECT FLOW AWAY FROM EXPOSED SOILS AND PROTECTIVE GRADING PRACTICES. THESE PRACTICES SHALL DIVERT RUNOFF AWAY FROM DISTURBED AREAS AND STEEP SLOPES WHERE PRACTICABLE.

The Contractor must provide BMPs for pollutant sources other than sediment. Non-sediment pollutant sources, which may be present on a construction site, include paving operations, concrete washout, structure painting, structure cleaning, demolition debris disposal, drilling and blasting operations, material storage, slag, solid waste, hazardous waste, contaminated soils, sanitary and septic wastes, vehicle fueling and maintenance activities, and landscaping operations. No solid or liquid waste, including building materials, shall be discharged in storm water runoff. The permittee must implement all necessary BMPs to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the State. (Attached also is page 27 and 28 of the OEPA General Permit that addresses non sediment pollutants)

Concentrated storm water runoff from BMPs to natural wetlands shall be converted to diffuse flow before the runoff enters the wetlands. The flow should be released such that no erosion occurs downslope. Level spreaders may need to be placed in series, particularly on steep sloped sites, to ensure non-erosive velocities. Other structural BMPs may be used between storm water features and natural wetlands, in order to protect the natural hydrology, hydroperiod, and wetland flora. If the applicant proposes to discharge to natural wetlands, a hydrologic analysis shall be performed. The applicant shall attempt to match the pre-development hydroperiods and hydrodynamics that support the wetland. The applicant shall assess whether their construction activity will adversely impact the hydrologic flora and fauna of the wetland. Practices such as vegetative buffers, infiltration basins, conservation of forest cover, and the preservation of intermittent streams, depressions, and drainage corridors may be used to maintain wetland hydrology.

Other controls. The SWP3 must also provide BMPs for pollutant sources other than sediment. Non-sediment pollutant sources, which may be present on a construction site, include paving operations, concrete washout, structure painting, structure cleaning, demolition debris disposal, drilling and blasting operations, material storage, slag, solid waste, hazardous waste, contaminated soils, sanitary and septic wastes, vehicle fueling and maintenance activities, and landscaping operations. Contractor shall obtain approval from the enforcing official prior to implementation of the BMPs.

Non-Sediment Pollutant Controls. No solid or liquid waste, including building materials, shall be discharged in storm water runoff. The permittee must implement all necessary BMPs to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the State. Under no circumstance shall concrete trucks wash out directly into a drainage channel, storm sewer or surface waters of the State. No exposure of storm water to waste materials is recommended.

Off-site traffic. Off-site vehicle tracking of sediments and dust generation shall be minimized.

Compliance with other requirements. The SWP3 shall be consistent with applicable State and/or local waste disposal, sanitary sewer or septic system regulations, including provisions prohibiting waste disposal by open burning and shall provide for the proper disposal of contaminated soils to the extent these are located within the permitted area.

Trench and ground water control. There shall be no turbid discharges to surface waters of the State resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag or comparable practice. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.

Contaminated Sediment. Where construction activities are to occur on sites with contamination from previous activities, operators must be aware that concentrations of materials that meet other criteria (is not considered a Hazardous Waste, meeting VAP standards, etc.) may still result in storm water discharges in excess of Ohio Water Quality Standards. Such discharges are not authorized by this permit. Appropriate BMPs include, but are not limited to:

- The use of berms, trenches, and pits to collect contaminated runoff and prevent discharges;
- Pumping runoff into a sanitary sewer (with prior approval of the sanitary sewer operator) or into a container for transport to an appropriate treatment/disposal facility; and
- Covering areas of contamination with tarps or other methods that prevent storm water from coming into contact with the material. Operators should consult with Ohio EPA Division of Surface Water prior to seeking permit coverage.

Maintenance. All temporary and permanent control practices shall be maintained and repaired as needed to ensure continued performance of their intended function. All sediment control practices must be maintained in a functional condition until all up slope areas they control are permanently stabilized. The SWP3 shall be designed to minimize maintenance requirements. The applicant shall provide a description of maintenance procedures needed to ensure the continued performance of control practices.



**PROPOSED AMENDMENT
TO CASE # ZA-2002-02**

**WYLER COLERAIN
HONDA**

SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

NOTES & DETAILS

Date	06/21/19
Scale	AS NOTED
Drawn By	BC
Proj. Mgr.	JW
Survey Database	12451
DWG	12451006-IMP
X-Ref(s)	
Project Number	12451.00
File No.	12451
Sheet No.	C106

MSP
DESIGN
McGill Smith Punshon

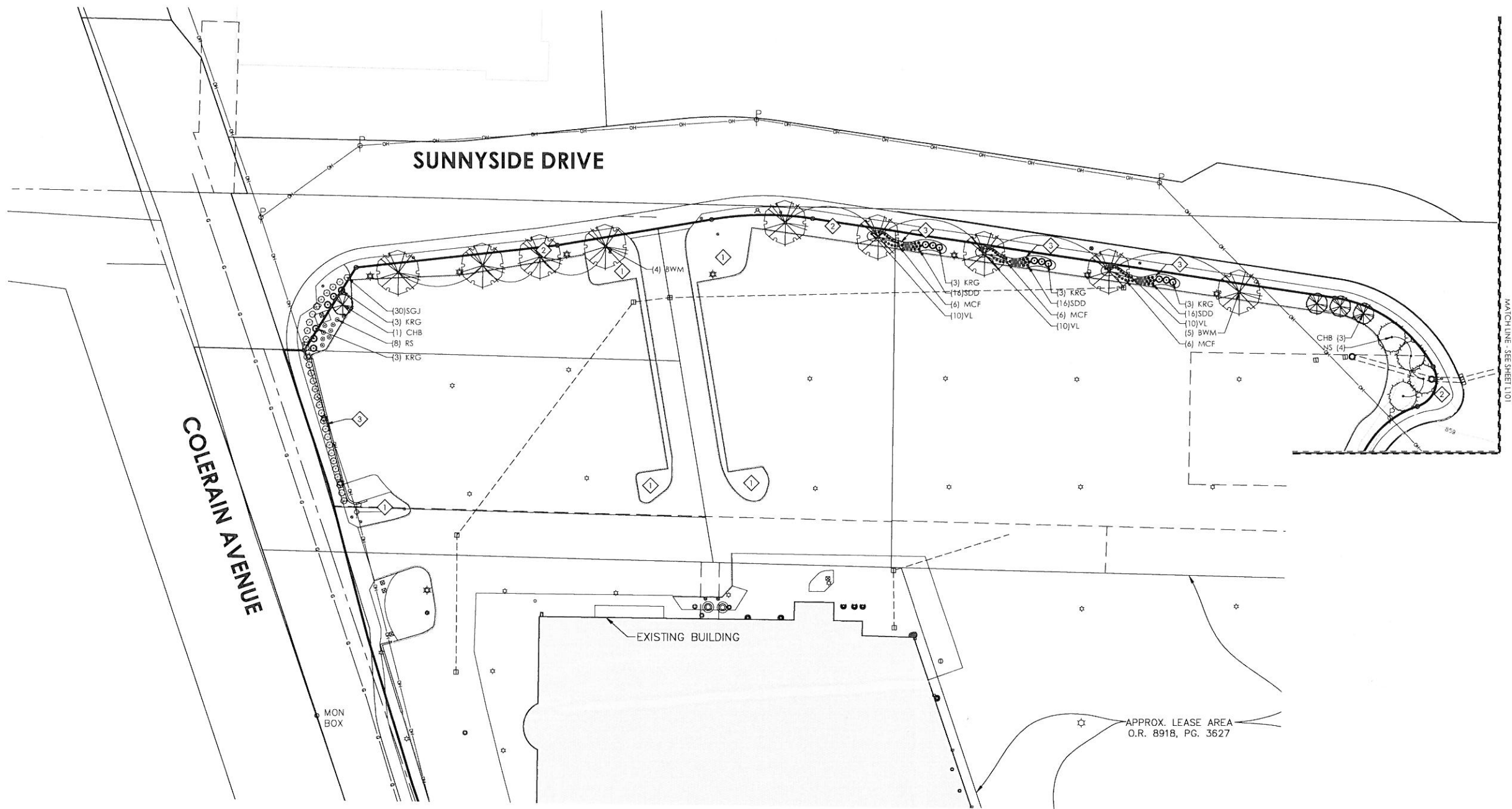
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PLANT SCHEDULE NORTH PARKING LOT

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE
NS	4	PICEA ABIES	NORWAY SPRUCE	6'-7" B&B
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE
BWM	9	ACER FREEMANII 'BRANDYWINE'	FREEMAN MAPLE	2 1/2" - 3" CAL. B&B
CHB	4	CARPINUS BETULUS 'COLUMNARIS'	COLUMNAR EUROPEAN HORNBEAM	2 1/2" - 3" CAL. B&B
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
SGJ	30	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	#3 CONT.
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
KRG	15	PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	#2 CONT.
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
MCF	18	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	#1 CONT.
SDD	48	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	#1 CONT.
VL	30	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	#1 CONT.
RS	8	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1 CONT.

DRAWING NOTES

- EXISTING LANDSCAPE TO REMAIN
- EXISTING LAWN
- MULCHED LANDSCAPE BED

SCALE IN FEET
0 15 30 60 90

PROPOSED AMENDMENT
TO CASE # ZA-2002-02
**WYLER COLERAIN
HONDA**
SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO
**PRELIMINARY
LANDSCAPE PLAN**



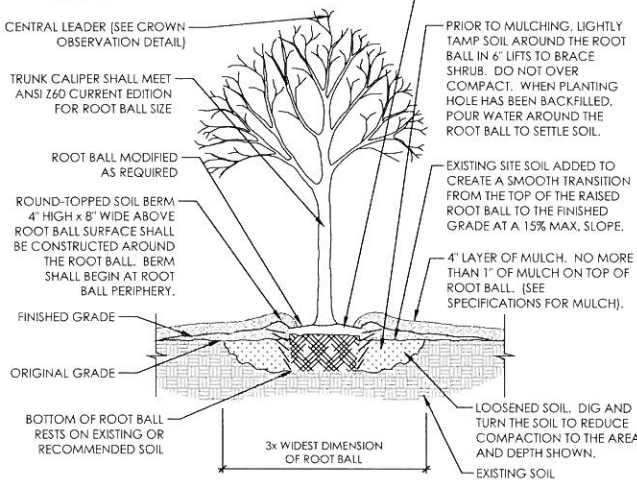
Revision	By	Date

Date	06/21/19
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Drawn By	BMG
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Survey Database	12451
DWG	12451006-PLA
X-Ref(s)	12451006-PLA
Project Number	12451.00
File No.	12451
Sheet No.	L102



NOTES

1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



1 TREE PLANTING

NOT TO SCALE

329303-05

SECTION

2 SHRUB PLANTING IN MODIFIED SOIL

NOT TO SCALE

329302-03

SECTION

3 TREE STAKING - POLES

NOT TO SCALE

329303-09

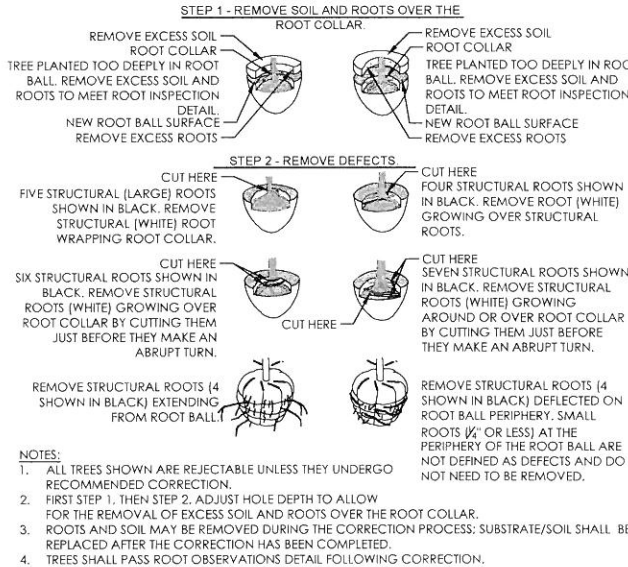
SECTION-PLAN

4 ROOT CORRECTION - BALL AND BURLAPPED

NOT TO SCALE

329304-05

SECTION-ELEVATION



GENERAL NOTES - PLANTING

1. LANDSCAPE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES WITH THE OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES, WHETHER INDICATED ON PLANS OR NOT. LANDSCAPE CONTRACTOR MUST CALL THE UTILITIES PROTECTION SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. LANDSCAPE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DAMAGE OF UTILITY LINES, WHICH IS CAUSED BY THEIR ACTIONS OR THE ACTIONS OF THEIR CONSULTANTS.
2. LANDSCAPE CONTRACTOR TO EXAMINE FINISH SURFACE, GRADE ACCURACY AND TOPSOIL FOR DEPTH AND QUALITY. REFER TO SPECIFICATIONS (IF APPLICABLE); IF CONDITIONS ARE UNSATISFACTORY, NOTIFY OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND DO NOT BEGIN WORK UNTIL CONDITIONS HAVE BEEN CORRECTED.
3. AFTER INSTALLATION, REPAIR ALL DAMAGES MADE TO EXISTING CONDITIONS TO OWNER'S REPRESENTATIVE'S SATISFACTION.
4. PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION AND SHALL HAVE PASSED INSPECTION REQUIRED UNDER STATE REGULATIONS. CALL (202) 789-2900 TO OBTAIN A COPY OF THE AMERICAN STANDARD FOR NURSERY STOCK BOOKLET.
5. NURSERY STOCK IDENTIFICATION TAGS SHALL NOT BE REMOVED FROM ANY PLANTING PRIOR TO INSPECTION AND APPROVAL OF INSTALLATION BY THE OWNER'S REPRESENTATIVE.
6. ALL PLANTINGS TO BE CONTAINED WITHIN BARK MULCHED BED. ALL TREES LOCATED WITHIN LAWN AREAS TO BE CONTAINED WITH A 5' MULCH RING. BARK MULCH SHALL BE FINELY SHREDDED HARDWOOD, DARK IN COLOR.
7. SEED ALL DISTURBED LAWN AREAS THAT ARE NOT LANDSCAPED.
8. LANDSCAPE CONTRACTOR, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE IN LAWN AREAS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PLANTS LIVABILITY. REFER TO FRONT END SPECIFICATIONS IF APPLICABLE.
9. ANY LANDSCAPE CONTRACTOR RECOMMENDED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. UNAPPROVED SUBSTITUTIONS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE PLANTS.
10. A COMPLETE LIST OF PLANTS, INCLUDING A SCHEDULE OF SIZES, QUANTITIES, AND OTHER COMMENTS IS SHOWN ON THE DRAWINGS (IF REQUIRED). IN THE EVENT THAT QUANTITY DISCREPANCIES OR MATERIAL OMISSIONS OCCUR IN THE PLANT SCHEDULE, THE PLANTING PLANS SHALL GOVERN.
11. GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES AND SHALL MAKE CONSULTANTS AWARE OF THESE ORDINANCES.
12. GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR TO COORDINATE CONSTRUCTION STAGING AND MATERIAL STOCKPILING WITH THE OWNER OR OWNER'S REPRESENTATIVE.
13. DURING ALL PHASES OF CONSTRUCTION ACTIVITY, IF THE LANDSCAPE CONTRACTOR OR THEIR SUBS ENCOUNTER ANY "SOLID WASTE MATERIAL" (EXCLUDING CLEAN HARD FILL) THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY FOR FURTHER DIRECTION.
14. LANDSCAPE CONTRACTOR SHALL CLEAN STREETS OF MUD AND DEBRIS GENERATED BY THEIR CONSTRUCTION ACTIVITIES OR THEIR SUBS' CONSTRUCTION ACTIVITIES, PURSUANT WITH LOCAL CODE REQUIREMENTS.
15. LANDSCAPE CONTRACTOR TO COORDINATE WITH THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE TO PROVIDE FOR APPROPRIATE CARE OF EXISTING PLANT MATERIAL AND NEWLY LANDSCAPED AREAS DURING CONSTRUCTION.
16. STREET TREE LOCATIONS TO BE COORDINATED WITH DRIVEWAY, FIRE HYDRANT, STREET LIGHT LOCATIONS AND OTHER UTILITIES AS REQUIRED.

GENERAL NOTES - PLANT MIX

TOPSOIL: FERTILE, FRIABLE NATURAL TOPSOIL OF LOAMY CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL, OBTAINED FROM A WELL-DRAINED ARABLE SITE, REASONABLY FREE FROM CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIALS, WITH ACIDITY RANGE BETWEEN PH 6.0 AND 6.8.

- A. IDENTIFY SOURCE LOCATION OF TOPSOIL PROPOSED FOR USE ON THE PROJECT.
- B. PROVIDE TOPSOIL FREE OF SUBSTANCES HARMFUL TO THE PLANTS, WHICH WILL BE GROWN IN THE SOIL.

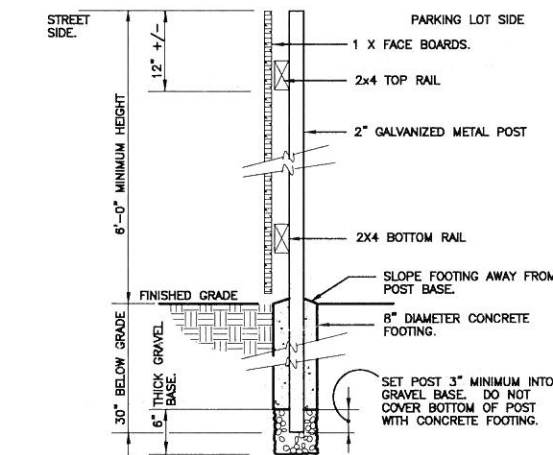
PEAT MOSS: SHREDDED, LOOSE, SPHAGNUM MOSS; FREE OF LUMPS, ROOTS, INORGANIC MATERIAL OR ACIDIC MATERIALS; MINIMUM OF (95) NINETY-FIVE PERCENT ORGANIC MATERIAL MEASURED BY OVEN DRY WEIGHT; A PH RANGE OF (4 TO 5) FOUR TO FIVE; AND A MOISTURE CONTENT OF (30) THIRTY PERCENT.

MANURE: STERILIZED COW OR DEHYDRATED HORSE MANURE, SHREDDED, WEED AND SEED FREE. FURNISH IN BAGS OR BULK.

BONE MEAL: RAW, FINELY GROUND, COMMERCIAL GRADE, MINIMUM 3% NITROGEN, 20% PHOSPHOROUS.

FERTILIZER: COMMERCIALY APPROVED 12-12-12 (12% NITROGEN, 12% PHOSPHORIC ACID, AND 12% POTASH BY WEIGHT). 1/4 OF NITROGEN IN THE FORM OF NITRATES; 1/4 IN THE FORM OF AMMONIA SALT, AND 1/2 IN THE FORM OF ORGANIC NITROGEN.

PROVIDE PRE-MIXED PLANTING MIXTURE FOR USE AROUND THE ROOT BALL/ROOTS OF THE PLANTS CONSISTING OF 5 PARTS TOPSOIL, 1 PART PEAT MOSS, 1 PART MANURE, 10 LBS. FERTILIZER (PER CUBIC YARD) AND 2 1/3 LBS. OF BONE MEAL (PER CUBIC YARD).



5 SOLID PANEL WOOD FENCE

1" = 1'-0"

323129-23-01

PROPOSED AMENDMENT
TO CASE # ZA-2002-02
**WYLER COLERAIN
HONDA**

SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

LANDSCAPE NOTES

AND DETAILS



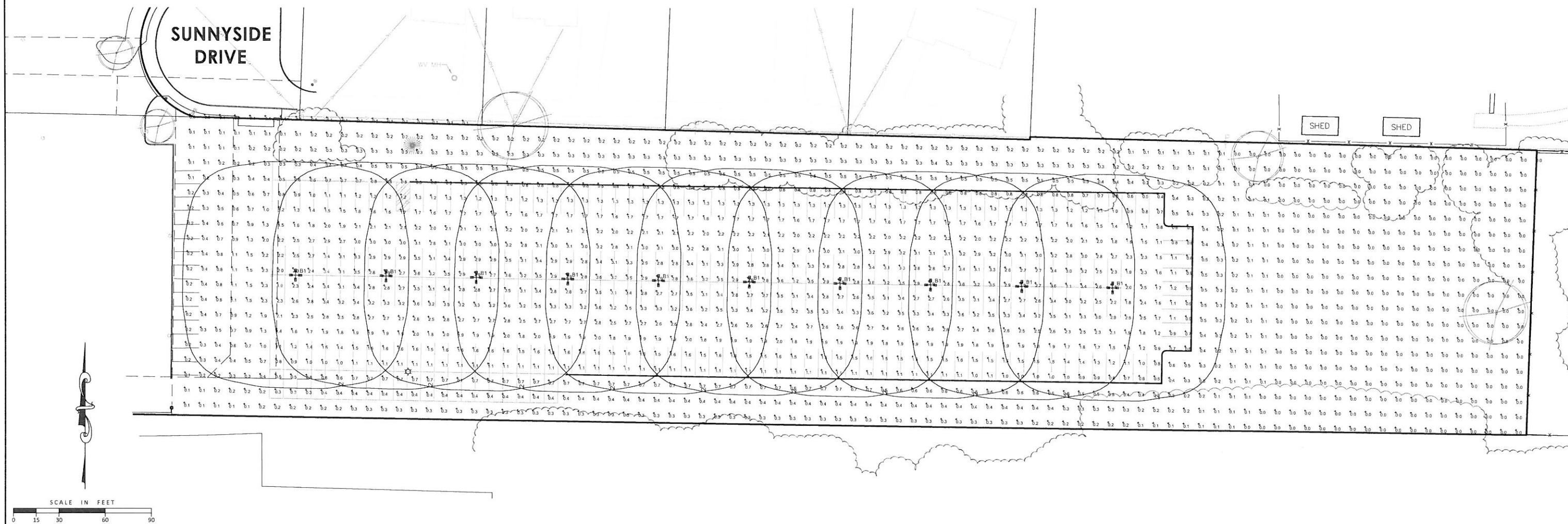
Revision	By	Date

Date: 06/21/19
Scale: AS NOTED
Drawn By: BMG Proj. Mgr.: JW
Survey Database: 12451
DWG: 12451006-PLA
X-Ref(s): 12451.00
Project Number: 12451.00
File No.: 12451 Sheet No.: L103

MSP
DESIGN
McGill Smith Punshon

Architecture
Engineering
Landscape Architecture
Planning
Surveying

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	Lum. Watts	LLF	Description	Filename
	10	B1	4 @ 90 DEGREES	48300	400	0.100	EALP03_N5SH750, 20ft Pole, 4ft Base	EALP03_N5SH750.....IES

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	
Parking Lot	Illuminance	Fc	2.00	3.6	0.3	6.67	12.00	10ft Grid	
Site	Illuminance	Fc	0.23	2.3	0.0	N.A.	N.A.	10ft Grid	

PROPOSED AMENDMENT
TO CASE # ZA-2002-02
**WYLER COLERAIN
HONDA**
SECTION 8 TOWN 2, ENTIRE RANGE 1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO
PHOTOMETRIC PLAN

OHIO
Utilities Protection
SERVICE
Call Before You Dig
1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

Date	06/21/19
Scale	AS NOTED
Drawn By	BC
Survey Database	12451
DWG	12451006-IMP
X-Ref(s)	
Project Number	12451.00
File No.	12451
Sheet No.	L104

MSP
DESIGN
McGill Smith Punshon

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

N:\land projects\12001\2451.dwg(12451006-IMP.dwg, L104, 6/24/2019 2:34:08 PM, bwan, 1:1

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept \$48,000 Grant Funding from Ohio Attorney General for Quick Response Team

Recommend adoption of a motion to accept \$48,000 from the Ohio Attorney General's Office.

Rationale:

This grant is for the continuation of the Quick Response Team. Thanks to the hard work of the QRT and Assistant Fire Chief Will Mueller, we can continue our efforts at reducing overdoses in the Township.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept \$5,286.80 in Grant Funding from the Ohio Bureau of Workers Compensation

Request authorization for the acceptance of grant funding in the amount of \$5,386.80 from the Ohio Bureau of Workers' Compensation's *Firefighter Exposure to Environmental Elements Grant*.

Rationale:

The purpose of the grant funding source is to support the acquisition of personal protective equipment hoods that potentially block harmful contaminants and carcinogens that personnel are exposed to during firefighting activities. The Department's obligation of the project is \$1,077.35



**Bureau of Workers'
Compensation**

13430 Yarmouth Drive
Pickerington, OH 43147

Governor Mike DeWine
Administrator/CEO Stephanie B. McCloud

www.bwc.ohio.gov
1-800-644-6292
Fax: 1-866-336-8352

August 20, 2019

Will Mueller
Assistant Fire Chief
Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251-1419

Policy number: 33120204
Application number: 05-0656

Dear Assistant Chief Mueller:

Congratulations! We have approved Colerain Township's application for the Firefighter Exposure to Environmental Elements Grant (FEEEG) project requesting \$5,386.80. Your obligation of the total project of \$6,464.15 is \$1,077.35. The following equipment is approved under this grant award as detailed in the attached approved grant budget:

- (77) Innotek - Gray Hoods -w/Particulate Blocking

You may expect to receive your award within eight weeks from the date of this letter. If you enrolled in electronic funds transfer, you may expect the direct deposit into the account specified on your vendor information form.

When you receive your grant funds, you must complete the action steps as listed below

- ◇ **Purchase and implement** the approved intervention equipment within 90 days after the date on the grant check or electronic fund transfer (EFT).
- ◇ Forward itemized invoice(s) pertaining to **all approved equipment purchased** showing either "Stamped" Paid in Full or "Typed-Written" Paid in Full within 120 days of receiving BWC grant check or electronic fund transfer (EFT).

Please see the enclosed *Employer Action Steps* for details on the above items.

BWC stands ready to assist you with your safety needs. If you would like to speak with a Division of Safety & Hygiene consultant or have questions about the SIG program, please call 1-800-644-6292, and listen to the options.

Sincerely,

Bernard J. Silkowski
Superintendent (Interim)
Division of Safety & Hygiene

Enclosure

cc: BWC Finance Division
BWC Field Operations
File

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept \$250 Donation from Resident

Recommend adoption of a motion to accept a \$250.00 donation from Dave Suder.

Rationale:

Mr. Suder made the donation in appreciation to the officers who made the burglary arrests in the area of his business on Thompson Road. It should be noted that Mr. Suder and several other residents took an active role in assisting our officers and making sure these suspects were arrested.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

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, 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.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 24th day of September, 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 \$25.00;

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

(c) For all false alarms that year after the fifth false alarm, the amount is \$75.00.

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 at the following rates:

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

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

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

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. the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

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

ADOPTED this 24th day of September, 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.

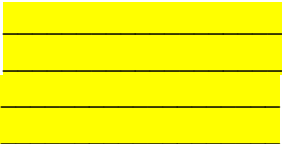
7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the tenth day of September, 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>
3408 ALAMOSA	510-0112-0045-00
2813 BRAMPTON	510-0041-0503-00
9952 CAPSTAN	510-0111-0182-00
2638 CRANBROOK	510-0012-0036-00
2843 CRANBROOK	510-0014-0140-00
3120 DESHLER	510-0052-0483-00
2841 HANOIS	510-0034-0122-00
3174 LAVERNE	510-0052-0234-00
8806 NABIDA	510-0342-0013-00
3103 NIGHTFALL	510-0042-0040-00
6393 OAK CREEK	510-0213-0119-00
2786 OVERDALE	510-0024-0155-00
10855 PENARTH	510-0034-0175-00
2794 PETOBEGO	510-0044-0178-00
10178 POTTINGER	510-0113-0202-00
10701 SHIPLEY	510-0032-0338-00
10032 STURGEON	510-0044-0157-00
11475 SWISSVALE	510-0024-0281-00
11957 WALDON	510-0011-0024-00
9983 WEATHERLY	510-0183-0371-00

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 tenth day of September, 2019.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

Heather E. Harlow
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute an Electrical Aggregation Contract with Dynegy Energy

Recommend adoption of a motion to Authorize Township Administrator to execute an electrical aggregation contract with Dynegy Energy.

Rationale:

Currently, Dynegy Energy is the electric aggregation supplier for Colerain Township's facilities. The existing rate and price that the Township receives is set to expire at the end of 2019. By entering into an agreement with Dynegy, the Township will be able to secure a lower rate on electric for all Township owned buildings for a multi-year period.

The agenda item as posted in the packet does not contain the updated Energy price, as prices can fluctuate on a daily basis. The final price will be made available at the Trustee meeting. The Township currently pays \$0.0452/kWh. The most recent price comparison was at a rate of \$0.0422/kWh for 36 months.



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: August 26, 2019

This offer is presented to **COLERAIN TOWNSHIP** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
Utility:		Duke Energy			
Regional Transmission Organization (RTO):		PJM			
Broker Consultant (If blank, N/A):		Energy Alliances, Inc			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Supplier's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: _____ Name: _____ Title: _____ Date: _____	COLERAIN TOWNSHIP By: _____ Name: _____ Title: _____ Date: _____ **Signatory certifies authorization to enter in to this Agreement
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<u>BILLING AND NOTICE INFORMATION</u>			
FEIN or DUNS#: _____			
☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.			
If applicable, see Section 4 of the Terms & Conditions for below:			
☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.			
☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.			
<u>Invoices</u>		<u>Notices</u>	
Attn:	Accounts Payable	Attn:	Geoff Milz
Address:	4725 SPRINGDALE RD CINCINNATI OH 45251	Address:	4725 SPRINGDALE RD CINCINNATI, OH 45251 USA
E-mail:	_____	E-mail:	gmilz@colerain.org
Phone:	_____	Phone:	(513) 923-5000
<u>Sales Contact</u>		<u>Notices/Inquires</u>	
Name:	Don Schierenbeck	Attn:	Customer Care
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202
E-mail:	don.schierenbeck@dynegy.com	E-mail:	ContractLegal12@vistraenergy.com
Phone:	(513) 762-8255	Phone:	800-920-5039

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
COLERAIN TOWNSHIP AS OF 08/26/2019

TABLE 2 Utility: Duke Energy			
	Account #	Bill Group	Service Location
1	0220220901	18	N/A, N/A, OH 00000
2	0280223201	18	N/A, N/A, OH 00000
3	0310220901	18	N/A, N/A, OH 00000
4	0310221501	2	N/A, N/A, OH 00000
5	0370008620	7	6008 SPRINGDALE RD CINCINNATI, OH, 45247, CINCINNATI, OH 45247
6	0430354701	2	4160 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
7	0440350401	2	2850 KEMPER RD W CINCINNATI, OH, 45251, CINCINNATI, OH 45251
8	0500220901	18	N/A, N/A, OH 00000
9	0630204501	1	3251 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
10	0680223701	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
11	0780364701	18	N/A, N/A, OH 00000
12	0860045520	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
13	0870369601	20	N/A, N/A, OH 00000
14	1270366701	18	N/A, N/A, OH 00000
15	1280223201	18	N/A, N/A, OH 00000
16	1290376901	18	N/A, N/A, OH 00000
17	1370008620	7	6000 THOMPSON RD CINCINNATI, OH, 45247, CINCINNATI, OH 45247
18	1410220901	18	N/A, N/A, OH 00000
19	1480382601	18	N/A, N/A, OH 00000
20	1500220901	18	N/A, N/A, OH 00000
21	1570084920	2	9590 HERITAGE WY CINCINNATI, OH, 45251, CINCINNATI, OH 45251
22	1620220901	18	N/A, N/A, OH 00000
23	1640364801	20	N/A, N/A, OH 00000
24	1730364101	18	N/A, N/A, OH 00000
25	1770377501	18	N/A, N/A, OH 00000
26	1800222201	18	N/A, N/A, OH 00000
27	1900367701	20	N/A, N/A, OH 00000

28	1970005421	4	3360 GALBRAITH RD W CINCINNATI, OH, 45239, CINCINNATI, OH 45239
29	2000223601	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
30	2040376001	18	N/A, N/A, OH 00000
31	2210211301	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
32	2210220901	18	N/A, N/A, OH 00000
33	2220220901	18	N/A, N/A, OH 00000
34	2500220901	18	N/A, N/A, OH 00000
35	2520220901	18	N/A, N/A, OH 00000
36	2610220901	18	N/A, N/A, OH 00000
37	2650364001	18	N/A, N/A, OH 00000
38	2680223701	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
39	3110357301	18	N/A, N/A, OH 00000
40	3120220901	18	N/A, N/A, OH 00000
41	3210220901	18	N/A, N/A, OH 00000
42	3390360401	18	N/A, N/A, OH 00000
43	3490222501	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
44	3500220901	18	N/A, N/A, OH 00000
45	3590373201	18	N/A, N/A, OH 00000
46	3970376101	18	N/A, N/A, OH 00000
47	4220224201	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
48	4230361901	18	N/A, N/A, OH 00000
49	4450364401	17	N/A, N/A, OH 00000
50	4500220901	18	N/A, N/A, OH 00000
51	4550367601	20	N/A, N/A, OH 00000
52	4700375301	1	10086 CRUSADER DR CINCINNATI, OH, 45251, CINCINNATI, OH 45251
53	4970223201	18	N/A, N/A, OH 00000
54	4970360401	18	N/A, N/A, OH 00000
55	5120220901	18	N/A, N/A, OH 00000
56	5180218601	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
57	5180223201	18	N/A, N/A, OH 00000
58	5210220901	18	N/A, N/A, OH 00000
59	5320220901	18	N/A, N/A, OH 00000

60	5410220901	18	N/A, N/A, OH 00000
61	5460379501	18	N/A, N/A, OH 00000
62	5580350901	18	N/A, N/A, OH 00000
63	5610220901	18	N/A, N/A, OH 00000
64	5830222601	18	N/A, N/A, OH 00000
65	5850364701	18	N/A, N/A, OH 00000
66	5890224601	18	N/A, N/A, OH 00000
67	5920371401	1	10243 DEWHILL LN CINCINNATI, OH, 45251, CINCINNATI, OH 45251
68	5970223201	18	N/A, N/A, OH 00000
69	5990222501	18	N/A, N/A, OH 00000
70	6020220901	18	N/A, N/A, OH 00000
71	6020364701	18	N/A, N/A, OH 00000
72	6210220901	18	N/A, N/A, OH 00000
73	6310220901	18	N/A, N/A, OH 00000
74	6320224201	2	4725 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
75	6410220901	18	N/A, N/A, OH 00000
76	6420220901	18	N/A, N/A, OH 00000
77	6490373201	18	N/A, N/A, OH 00000
78	6510220901	18	N/A, N/A, OH 00000
79	6590080321	4	3360 GALBRAITH RD W CINCINNATI, OH, 45239, CINCINNATI, OH 45239
80	6690068620	2	4300 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
81	6810220901	18	N/A, N/A, OH 00000
82	6840368601	18	N/A, N/A, OH 00000
83	6860366101	18	N/A, N/A, OH 00000
84	6920371401	1	10243 DEWHILL LN CINCINNATI, OH, 45251, CINCINNATI, OH 45251
85	7010380201	18	N/A, N/A, OH 00000
86	7110220901	18	N/A, N/A, OH 00000
87	7120220901	18	N/A, N/A, OH 00000
88	7210361001	18	N/A, N/A, OH 00000
89	7410220901	18	N/A, N/A, OH 00000
90	7420220901	18	N/A, N/A, OH 00000
91	7520220901	18	N/A, N/A, OH 00000

92	7560045420	2	11474 COLERAIN CINCINNATI, OH, 45252, CINCINNATI, OH 45252
93	7790221301	18	N/A, N/A, OH 00000
94	7810374401	18	N/A, N/A, OH 00000
95	7860372401	18	N/A, N/A, OH 00000
96	8110220901	18	N/A, N/A, OH 00000
97	8120220901	18	N/A, N/A, OH 00000
98	8180223201	18	N/A, N/A, OH 00000
99	8230364401	2	0 STONECREEK BLVD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
100	8270008620	7	6000 THOMPSON RD CINCINNATI, OH, 45247, CINCINNATI, OH 45247
101	8280365601	18	N/A, N/A, OH 00000
102	8450367601	20	N/A, N/A, OH 00000
103	8610220901	18	N/A, N/A, OH 00000
104	9020220901	18	N/A, N/A, OH 00000
105	9200380101	18	N/A, N/A, OH 00000
106	9380223201	18	N/A, N/A, OH 00000
107	9420220901	18	N/A, N/A, OH 00000
108	9430211901	2	4200 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251
109	9800360501	18	N/A, N/A, OH 00000
110	9990068420	2	4300 SPRINGDALE RD CINCINNATI, OH, 45251, CINCINNATI, OH 45251

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer

will make payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the

Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), of Retail Power to Customer affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with Transmission, Ancillary Services or RPS, whereby those terms in Exhibit A are controlling, 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the impact of the legal and/or regulatory change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate

as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the

net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize the Execution of a Contract with KZF Design for the Design, Preparation of Construction Documentation and Permit Application for Gateway Improvements at the Intersection of Colerain Ave. and I-275

Staff seeks guidance

Rationale:

Staff was directed to seek proposals for the design and permitting that would lead to the installation of lighted trees to be located within ODOT right-of-way at the gateways to the Township at the interchange of I-275 and Colerain Ave. Following a Request for Proposals process that lead to no proposals being submitted, staff requested a proposal from KZF Design. Their estimate of cost is attached.

KZF Design

COLERAIN AVE CORRIDOR PLAN - I-275 Interchange

Est. Hours

Fees

Hourly Rates

Project Kickoff, Data Collection and Base Mapping	12	\$	1,533
Internal Kick-off Meeting	2		
Base Mapping/GIS Data Collection	2		
Site Visit	8		
Initial Design Concepts/Recommendations	40	\$	5,895
Lighting	12		
Site Plan and Signage	13		
Design Review Meeting	3		
ODOT Review Meeting	3		
Cost Estimate	5		
Refine Design	4		
Construction Documents	65	\$	8,575
Lighting	40		
Civil Plans	15		
Cost Estimate	10		
Specifications			
Total Estimated Fees		\$	16,003
Total Estimated Hours	117		
Landscape Architect		\$	3,500
Reimbursable Expenses		\$	800
Total Fees		\$	20,303

ADMINISTRATION

Department: Administration

Department Head:

Performance and Compensation of Township Administrator

Rationale:

A discussion and potential action related to the performance and compensation of Township Administrator.

CONSENT ITEMS

Department: Administration

Department Head: Frank Cook, Fire Chief

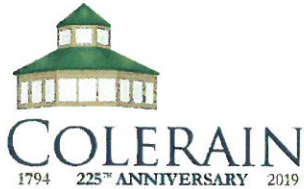
New Hires - Part-Time Firefighter EMT - Fire & EMS

Recommend approval of all consent items.

Rationale:

The positions of Part-Time Fire Fighter EMT were posted, applications were received and interviews conducted. Conditional offers of employment were extended to the following individuals: Patrick Dixon, Taylor Glidersleeve, Zachary May, Bradley Mullins, Owen Schneider, Brady Sterchi, David Wegman.

The wage for this job is \$14.50 per hour for PT Firefighter EMTs for no more than 30 hours per week through the season. Contingent upon Board approval, they would begin work on October 6th, 2019.



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: 130 – FF Paramedic/EMT Position Number: 2402 – FF Paramedic/EMT

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: Patrick Dixon

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *Geo. St. H.*

Date: *9.6.19*

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: Rolling Process

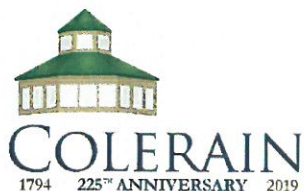
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 15th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2463 – FF Paramedic/EMT

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: Bradley Mullins

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature *[Signature]*

Date: 9.6.19.

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: Rolling Process

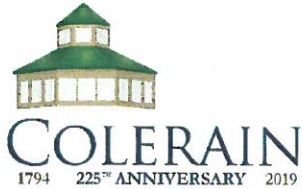
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 16th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2406 – FF Paramedic/EMT

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: David Wegman

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *Geo S. 113*

Date: *9.6.19*

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: Rolling Process

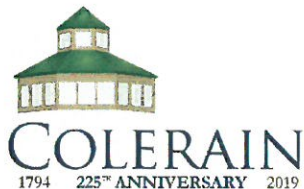
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 15th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2403 – FF Paramedic/EMT

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: Taylor Glidersleeve

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *G. J. [Signature]*

Date: 9.6.19

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: Rolling Process

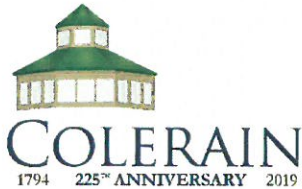
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 15th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2452 – FF Paramedic/EMT

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: Owen Schneider

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *[Signature]*

Date: *9.6.19*

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: Rolling Process

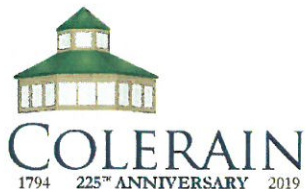
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 15th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2447 – FF Paramedic/EMT

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: Zachary May

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *[Signature]*

Date: *26.19*

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: Rolling Process

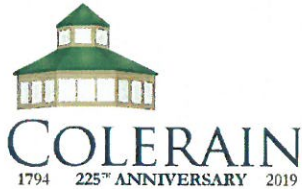
Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 15th, 2018

Number of applications: 20

Number of candidates interviewed: 15



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: 130 – FF Paramedic/EMT Position Number: 2418 – FF Paramedic/EMT

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: Brady Sterchi

Hourly rate: \$14.50 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: October 6th, 2019 Eligibility Date: October 6th, 2019

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Frank Cook

Signature: *F.W. Cook*

Date: 9-3-2019

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: 10/6/2019

Administrator Signature: *Gas*

Date: 9.6.19

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: Rolling Process

Date posting closed: Rolling Process

Interview Committee: Jennifer Ploeger, Chris Hopkins, Bradley Miller

Interview dates: November 16th, 2018

Number of applications: 20

Number of candidates interviewed: 15

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize the Reclassification of Seasonal Employee to Part-time Employee Status

Request authorization to reclassify Blake Boettcher from a seasonal hydrant maintenance employee to part-time firefighter EMT-B and a change in his hourly pay rate from \$11.00 per hour to \$14.50 per hour effective October 6th, 2019.

Rationale:

The request to reclassify Mr. Boettcher is to fill the existing vacant position of part-time firefighter EMT-B. The wage for this job is \$14.50 per hour for PT Firefighter EMTs for no more than 30 hours per week through the season. Contingent upon Board approval, they would begin work on October 6th, 2019.

CONSENT ITEMS

Department: Administration

Department Head:

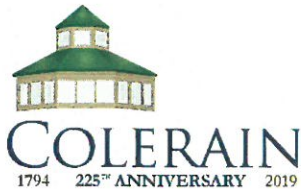
New Hire - Police Clerk - Police

Recommend approval of all consent items.

Rationale:

The position of Police Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Kristen Bernecker

The wage for this job is \$15.00 per hour. Anticipated start of September 16th.



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: 152 – Police Clerk Position Number: 4106 – Police Clerk

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: Kristen Bernecker

Hourly rate: \$15.00 Employee Supervisor: Ed Cordie

Min/Max hours/week: 40

Proposed start date: 9/11/19 Eligibility Date: 9/10/2019 BOT

Tentative schedule of hours: TBD

Does this position supervise staff? ☐ Yes ☒ No

Comments: NONE

Department Head Name: Mark Denney

Signature: Mark Denney RE

Date: 9/4/19

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 9/11/19

Administrator Signature: Geo. A. 13

Date: 9.6.19

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: 8/10/18

Date posting closed: 9/30/18

Interview Committee: Ed Cordie, Glenna Carter, Renetta Edwards

Interview dates: 7/29/19

Number of applications: 6

Number of candidates interviewed: 5