

Regular Meeting of the Board of Trustees - August 25

August 25, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7 PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes**
- 5. Presentations**
 - a. Promotion of Sergeant
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. New Business**

Public Safety

- a. Motion to Consider Noise Resolution Permit - Pebble Creek Golf Course
- b. Motion to Consider Noise Resolution Permit - Trio Lounge
- c. Motion to Authorize Township Administrator to Sign Lease Agreement with Huntington Bank
- d. Motion to Purchase Forensic Equipment

Public Services

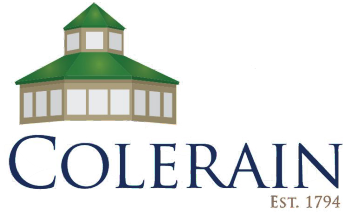
- a. Motion Authorizing Township Administrator to Execute Contract Addendum with Human Nature

Planning & Zoning

- a. Resolution Declaring Nuisance and Ordering Abatement

Administration

- a. Resolution Establishing a TIF District
- b. Motion authorizing Township Administrator to execute the Tax Incentive Agreement with the Northwest Local School District
- c. Motion to Send Letter to State Delegation Requesting Adoption of the State Capital Budget



- d. Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with Hamilton County for the Establishment of a Temporary Backup 911 Facility in Colerain Township
 - e. Resolution Adopting Amended Appropriations
 - f. Consideration of a Motion to Renew and Extend Law Director
- 10. **Old Business**
 - a. Discussion - 2021 Strategic Plan and Legislative Priorities
- 11. **Consent Items**
 - a. Contract - Police - TransUnion - Investigative Data Service
 - b. Contract - Police - Arab - Pest Control
 - c. Donation Acceptance - Planning & Zoning - \$200
- 12. **Fiscal Office Report**
- 13. **Executive Session** if necessary
- 14. **Adjournment**

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Promotion of Sergeant

Promotion of Police Office Dean Doerflein to Support Services Sergeant.

Rationale:

The position, promotion and job description were approved by the Board at the 8/11/2020 Regular Board of Trustees meeting.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Consider Noise Resolution Permit - Pebble Creek Golf Course

Recommend consideration of a motion authorizing a permit per the Colerain Township Noise Resolution for 9998 Prechtel Road on September 26, 2020 from 7pm to 12:00am on September 27, 2020.

Rationale:

This permit is for a wedding reception at Pebble Creek Golf Course.



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

9-26-20
1900-0000h5

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: Maureen Huber
Address where event will be held: 9998 Prechtel Rd.
Type of event: Wedding Reception
Date and Time of Event: 9/26/20 approx 7:00 pm
Contact number for permit holder: 513-686-0633

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

For Office Use Only, Do not write below this line

Time and date received: 7/21/2020 18:18 Hours

By: LT. CORNIE

Number of issued permits in calendar year: Residential 0 Business 1/1

To be placed on Trustee agenda for meeting: 8/25/201 (date of meeting)

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Consider Noise Resolution Permit - Trio Lounge

Recommend consideration of a motion authorizing a permit per the Colerain Township Noise Resolution for 5744 Springdale Road on the following dates:

- 10/02/2020
- 10/03/2020
- 10/09/2020
- 10/10/2020

Rationale:

This permit is for live music at Trio Lounge. The existing resolution for noise permits limits the number of permits that can be granted to four total permits within one year.

The applicant has requested that the Board consider a temporary suspension of the maximum limit on permits in the noise resolution due to the impact of COVID-19. Many businesses were forced to close by the State of Ohio during several of the months where the blanket permit would have been in effect. Staff seeks direction from the Board on this issue.



PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: *Scott Doran Club Trio Lounge*
Address where event will be held: *5744 Springdale Rd*
Type of event: *LIVE MUSIC*
Date and Time of Event: *10/2/20²⁰, 10/3/2020, 10/9/2020, 10/10/2020*
Contact number for permit holder: *513 602 6986*

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

For Office Use Only, Do not write below this line

Time and date received: *8-19-2020/0930hrs*

By:

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

To be placed on Trustee agenda for meeting: *8/25/20/* (date of meeting)

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Authorize Township Administrator to Sign Lease Agreement with Huntington Bank

Recommend adoption of a motion authorizing Township Administrator to sign a lease agreement with Huntington Bank for the lease of police cruisers in the amount of \$263,964.48, paid over (5) years.

Rationale:

This is the fifth year we have made this agreement with Huntington Bank to lease police cruisers. This year's request is for (6) fully-equipped Ford Explorer Police Interceptor vehicles. The cost covers all needed emergency equipment and installation. The cost of these vehicles is the State of Ohio "State Bid" price. The annual cost is \$55,315.69 for the (6) cruisers. The total cost of the payments is \$276,578.45. This expense was budgeted in the 2020 budget approved by the Board of Trustees.



TERM SHEET

Date:	August 13, 2020
Type of Transaction:	Lease-Purchase Agreement (the "Lease")
Lessee:	Colerain Township, Hamilton County, Ohio
Lessor:	Huntington Public Capital Corporation
Escrow Agent:	The Huntington National Bank (if required)
Financed Amount:	\$263,964.48
Use of Proceeds:	To finance the purchase of new police vehicles and related equipment (the "Equipment").
Structure/Security:	The Lease shall be payable from legally available revenues of the Lessee, subject to annual appropriation. Pursuant to the Lease documentation, the Lessee shall hold title to the Equipment and grant Lessor a continuing, first prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto.
Tax Status:	Tax-Exempt
Commencement Date:	Estimated to be by September 4, 2020 If needed, the Financed Amount will be deposited with the Escrow Agent on the Lease Commencement Date for the benefit of the City. Disbursements will be made by the Escrow Agent at the direction of the City with approval by Huntington
Term:	Five (5) Years
Payment Frequency:	Annual with the first payment due at closing
Lessor Rate:	2.39%
Fees:	Escrow Fee: \$500.00 (if required)
Prepayment Option:	The Lease may be prepaid at any time (in whole, but not in part) at a price equal to the then outstanding balance ("Balance"), plus accrued interest, plus a prepayment premium calculated as follows: 3% of the Balance if paid in the first year of the Lease Term; 2% of the Balance if paid in years 2 - 3 of the Lease Term; and 1% of the Balance if paid in year 4 of the Lease Term. In year 5, prepayment will be allowed at par plus accrued interest.
Insurance:	Lessee, at its own expense, will provide insurance naming Lessor as loss payee and additional insured.
Warranties:	Lessor makes no warranties expressed or implied. Lessee's sole warranty rights are any provided by the Equipment vendors and/or manufacturers.
Net Lease:	Lessor is not a manufacturer or dealer of equipment. All maintenance, license fees, taxes, insurance, and any other costs related to ownership and operation of the Equipment shall be the responsibility of Lessee.
Documentation:	Lessor contemplates using standardized documentation and intends to use in-house legal counsel. If this transaction necessitates that the Lessor use outside legal counsel or incur any other extraordinary expenses, such costs shall be borne by Lessee.

Proposal Expiration: This proposal shall expire at Lessor's option if (a) Lessor has not received the Lessee's written acceptance by August 20, 2020; AND (b) if the funding does not occur on or before September 15, 2020.

Huntington Contact: Jacob Crouch, Vice President
Director of Business Development – Huntington Public Capital
Phone: 317-814-3309
Email: Jacob.Crouch@Huntington.com

Accepted By:
Colerain Township, Hamilton County, Ohio

By

Name

Title

Date

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

Sample Lease Payment Schedule

	Date	Payment	Interest	Principal	Balance
Loan	09/04/2020				263,964.48
1	09/04/2020	55,315.69	0.00	55,315.69	208,648.79
2	09/04/2021	55,315.69	4,986.71	50,328.98	158,319.81
3	09/04/2022	55,315.69	3,783.84	51,531.85	106,787.96
4	09/04/2023	55,315.69	2,552.23	52,763.46	54,024.50
5	09/04/2024	55,315.69	1,291.19	54,024.50	0.00
Grand Totals		276,578.45	12,613.97	263,964.48	

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Purchase Forensic Equipment

Recommend adoption of a motion permitting the purchase of forensic evidence processing equipment from TriTech Forensics in the amount of \$17,281.

Rationale:

The items requested are a blood drying cabinet for clothing and a cyanoacrylate fuming chamber with filters. These items allow for the processing of blood and fingerprint evidence while protecting the officers from exposure. Three quotes were obtained and the other two quotes both exceeded \$20,000.

PUBLIC SERVICES

Department: Public Services

Department Head: Jackie O'Connell, Director - Public Services

Motion Authorizing Township Administrator to Execute Contract Addendum with Human Nature

Recommend adoption of a motion authorizing the Township Administrator to sign the attached agreement addendum with Human Nature.

Rationale:

This contract addendum will accommodate the change in scope in the initial contract for the development of construction documents and bid specifications for Phase Two of the Colerain Playground Replacement Project. This addendum will also cover cost for evaluation of the bid specifications and oversight of the construction of the playground for phases one and two. The total cost of this addendum is \$17,300.



Human Nature, Inc.
990 St. Paul Drive
Cincinnati, OH 45206
P: 513.281.2211 F: 513.281.2243
www.humannature.cc

Addendum #2 to Contract

DATE: 19 August 2020	RE: Colerain Megaland Playground
TO: Jackie O'Connell, Public Services Director	

Human Nature, Inc. is submitting the following Addendum to our Prime Contract dated June 14, 2019. Specifically, this Addendum covers additional services related to the Township's leadership direction to provide Phase 2 construction documents and construction services for Phase 1 and 2. As you know, Human Nature's design efforts were focused on an overall master plan, revisions to the master plan based on Township redirection, division of construction documents into two different phases. However, our original agreement was only to include construction documents for a Phase 1. After direction from the Township and clarification of funding, the Township asked us to produce construction documents for both Phase 1 and Phase 2 so that they could be bid together but remain as independent projects if the funding for Phase 2 was not secured from the State. After agreement on the master plan, it was determined that Phase 1 would have a construction budget of \$350,000 and Phase 2 would be \$500,000. Therefore, we would like to request additional fees to cover the additional scope of work to produce Phase 2 construction documents parallel with Phase 1 documents (already included in our original agreement) and also include the services of a civil engineer for grading and drainage in preparation for permit application. Also, the Township has asked that we be included in the bidding process and construction observation. The additional scope items include:

- Task 1: Phase 2 construction documents and cost estimating
- Task 2: Civil Engineer participation for grading and drainage
- Task 3: Bidding assistance – prepare bid documents, review and evaluate bids
- Task 4: Construction Observation – review contractor submittals, answer RFIs, site visits to review construction progress to ensure project design intent is being realized (this is not inspection of conformance to building code or playground safety requirements), participation in Owner/Contractor construction meetings as requested

We are requesting additional fees to cover these tasks. We estimate our additional anticipated fees will not exceed **\$17,300**, including expenses for the scope outlined above. All other provisions of the Prime Contract apply. A breakdown of the fees per task is as follows:

- Task 1: \$3,300
- Task 2: \$5,000
- Task 3: \$1,500
- Task 4: \$7,500

Additional support for the estimated fees is as follows:

- Task 1 is a greatly reduced fee from a standard construction document process because of the savings that is being realized with producing the construction documents for Phase 1 and Phase 2 in parallel to one another.
- Task 4 is assuming approximately 60 hours of time throughout the construction process and assuming a 2-3 month construction schedule.

Thank you for considering this expansion of our fees to correlate with the scope. We look forward to continuing our collaboration and to seeing the implementation thought for this important project. If this agreement is acceptable, please indicate your approval by signing below and returning a signed copy to me.

Respectfully submitted:



Christopher Manning, FASLA, Principal
Human Nature, Inc.

Accepted
Colerain Township

Date

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution Declaring Nuisance and Ordering Abatement

Recommend approval of a Resolution declaring nuisance and ordering abatement.

Rationale:

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

2731 Barthas
9970 Hollis
2885 Hyannis
9627 Marino
2698 Niagara
3408 Niagara
9888 Norcrest
2531 Pippin
100032 Regency
11996 Wincanton
8300 Colerain
3084 West Galbraith
9970 Hollis
3108 Niagara
9008 Orangewood
3607 Sweetwood
2752 Mancelona
6401 Colerain

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 25th day of August, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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>
2731 Barthas	510-0061-0177-00
9970 Hollis	510-0111-0152-00
2885 Hyannis	510-0052-0190-00
9627 Marino	510-0052-0286-00
2698 Niagara	510-0051-0303-00
3408 Niagara	510-0102-0043-00
9888 Norcrest	510-0044-0050-00
2531 Pippin Ct	510-0043-0451-00
11568 Pippin	510-0021-0275-00
10032 Regency	510-0111-0195-00
11996 Wincanton	510-0011-0059-00
8300 Colerain	510-0060-0014-00
3084 West Galbraith	510-0060-0021-00
9970 Hollis	510-0111-0152-00
3108 Niagara	510-0052-0441-00
9008 Orangewood	510-0053-0070-00
3607 Sweetwood	510-0111-0184-00
2752 Mancelona	510-0044-0185-00
6401 Colerain	510-0070-0177-00

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; therefore

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

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

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

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

ADOPTED this 25th day of August, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
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 25th day of August, 2020.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Establishing a TIF District

Recommend approval of a Resolution creating a TIF area at the Northridge Development Site (510-0062-0230-00).

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District, which includes the construction of a bridge connecting the TIF District to Pippin Road.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 25th day of August, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Raj Rajagopal, Matthew Wahlert

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

RESOLUTION NO.:

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing (“TIF”) which can include the creation of TIF district under Section 5709.73(C)(1) of the Ohio Revised Code; and

WHEREAS, the Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including a new single-family development and related improvements, infrastructure, and traffic capacity (the “Improvements”); and

WHEREAS, the proposed TIF district will include parcel #510-0062-0230-00 with the continuous boundary of less than three hundred acres as delineated in the map of the proposed TIF district (the “TIF District”) and property as described in *Exhibit A* attached hereto (such parcel will hereinafter be referred to as the “Northridge TIF District Site”); and

WHEREAS, the Board conducted a public hearing on this Resolution on July 14, 2020, and caused proper notice of the aforementioned public hearing to be sent to every real property owner whose property is located within the boundaries of the proposed TIF District in compliance with Section 5709.73(C)(2) of the Ohio Revised Code; and

WHEREAS, the Board has caused notice to be given to the Board of Education of the Northwest Local School District (the “Northwest Local School District”) and Butler Technology and Career Development Schools (“Butler Tech”) in compliance with Section 5709.73(D) of the Ohio Revised Code of the Board’s intention to consider this Resolution for adoption and that the Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73(C)(1) of the Ohio Revised Code. The Northwest Local School District has by resolution adopted on July 20, 2020 approved the TIF District and the exemption of the Improvements for 30 years up to 100% for the property described in *Exhibit A* attached hereto and both the Northwest Local School District and Butler Tech have waived any right to the

forty-five (45) business days' notice prior to the adoption of this Resolution pursuant to ORC 5709.73(D); and

WHEREAS, the Board has caused notice to be given to the Hamilton County Board of County Commissioners in compliance with Section 5709.73(E) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that a majority of the Hamilton County Board of County Commissioners have not objected to the number of years or percentage of improvement to be exempted set forth in this Resolution.

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

1. That the Board hereby finds and declares that certain public improvements (the "Public Improvements") in the Township, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of a specific project being a bridge(s) connecting the TIF District to Pippin Road; the planning, design and construction of utilities including, but not limited to, water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, as well as the Improvements, are a public purpose and that the Public Improvements and the Improvements are necessary for the further development of the Northridge TIF District Site, which parcel is located in an unincorporated area of the township, and for the creation of infrastructure, increasing property values, and the improvement of traffic flow and provision of public services in Colerain Township.
2. That pursuant to Section 5709.73 of the Ohio Revised Code, 100% of the Improvements to the parcel in the Northridge TIF District Site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2050 or (2) the date on which the specific Public Improvements that will benefit the Northridge TIF District Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Northridge TIF District Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of property within the Northridge TIF District Site shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes until the Township is fully

reimbursed for the cost put forth regarding any of the aforementioned Public Improvements. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.

4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance and/or compensate all costs incurred by Colerain Township for the Public Improvements or to make payments to the Northwest Local School District and Butler Technology Career & Development Schools pursuant to the Tax Incentive Agreement referred to in the fifth Preamble herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator or the President of the Board.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in 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.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. That this Resolution shall be effective at the earliest date allowed by law.

[Remainder of page intentionally left blank]

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

Vote Record: Mr. Unger _____ Mr. Rajagopal _____ Mr. Wahlert _____

ADOPTED this _____ day of August 2020.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of August, 2020.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A
PARCEL #510-0062-0230-00



510-0062-0230-00





510-0062-0230-00

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion authorizing Township Administrator to execute the Tax Incentive Agreement with the Northwest Local School District

Recommend adoption of a motion authorizing the Township Administrator to execute the attached Tax Incentive Agreement with the Northwest Local School District.

Rationale:

Should the Board Trustees approve the TIF Resolution contemplated in this agenda (8/25/2020), the Board will need to subsequently adopt this motion in order to permit the Township to execute the attached agreement with the Northwest Local School District. This agreement outlines the compensation parameters for the School District over the life of the TIF.

TAX INCENTIVE AGREEMENT

This **TAX INCENTIVE AGREEMENT** (the "Agreement") made and entered into as of the ____ day of _____, 2020 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the "School District") and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the "Township").

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the Township in lieu of taxes ("Service Payments in Lieu of Taxes"), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on June 23, 2020, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.73, Ohio Revised Code, for improvements to meet the needs of a certain area in the Township, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements") to certain real property located within the boundaries of the Township and the School District, which real property is described in *Exhibit A* attached hereto and made a part hereof (the "Exempted Property" or "Northridge TIF District"), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce the property owners to develop the Exempted Property; and

WHEREAS, as part of the TIF Exemption, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements for a period of thirty (30) years; and

WHEREAS, the Board of Education of the School District passed a resolution on July 20, 2020 (the "School District Resolution") approving the TIF Exemption on the condition that the

parties hereto enter into this Agreement pursuant to Resolution No. ____, which is attached hereto as ***Exhibit B***;

WHEREAS, the Township has, pursuant to Resolution No. ____ of the Board of Trustees of the Township adopted August 25, 2020 (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement, which is attached hereto as ***Exhibit C***; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Service Payments in Lieu of Taxes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

**SECTION 1. Approval of the TIF Exemption;
Compensation to School District while TIF Exemption in Effect.**

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the exempted Property for a period of up to thirty (30) years for a period of time described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Improvements to the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code (the "TIF Compensation"). In short, the School District will be made "whole" for any tax payments the School District would have been due from the Exempted Property including the Improvements but for the creation of the Northridge TIF District. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted, provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount

of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Section 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the TIF Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 2. Certification of TIF Compensation Amount. Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer of the School District shall certify the amount of the TIF Compensation to the Township in the form of an invoice; provided, however, failure of the Treasurer of the School District to make the certification of the TIF Compensation to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation, nor shall it be a default hereunder.

SECTION 3. Payment of TIF Compensation. Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Equivalent Fund and the Township Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

SECTION 4. Resolution of Disputes. In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer of the School District, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer of the School District and the Township Fiscal Officer or Administrator shall meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer or

Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest
Local School District
3240 Banning Road
Cincinnati, OH 45239
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 6. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Service Payments in Lieu of Taxes as a result of the TIF Exemption are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 7. Waiver. No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 8. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 9. Binding Nature. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 10. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 11. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 12. Filing of Agreement. The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**BOARD OF EDUCATION OF THE
NORTHWEST LOCAL SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

**COLERAIN TOWNSHIP,
HAMILTON COUNTY, OHIO**

By: _____
Name: _____
Title: _____

EXHIBIT A

[To be Supplied]



EXHIBIT
A

EXHIBIT B

The Board of Education of the Northwest Local School District, Counties of Hamilton and Butler, Ohio, met in _____ session at ____ o'clock p.m. on the 20th day of July, 2020, at the Board Office, Hamilton County, Ohio, with the following members present:

Absent:

_____ moved the adoption of the following resolution:

NORTHWEST LOCAL SCHOOL DISTRICT

RESOLUTION NO. _____

**RESOLUTION APPROVING THE GRANTING OF A
TAX INCREMENT FINANCING EXEMPTION.**

WHEREAS, pursuant to Section 5709.73(D) of the Ohio Revised Code, the Board of Education (the "Board") of the Northwest Local School District (the "School District"), received notice dated June 23, 2020 (the "TIF Notice"), of the intent of Colerain Township, Hamilton County, Ohio (the "Township") to adopt a resolution, a copy of which is attached hereto, declaring improvements to certain parcels of real property located in the Township and identified on *Exhibit A* attached hereto (the "Exempted Property") to be a public purpose; and

WHEREAS, pursuant to the TIF Notice, the Township expects the Exempted Property to be developed to meet the needs of a certain area in the Township, which development is expected to deliver certain improvements, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements"); and

WHEREAS, the intent of declaring the Improvements to be located on the Exempted Property to be a public purpose is to provide for the exemption (the "TIF Exemption") of up to one hundred percent (100%) (the "Exemption Percentage") of the value of such improvements for a period of thirty (30) years, expected to commence on January 1, 2021 and ending on the earlier of December 31, 2050, or the date upon which the infrastructure improvements (the "Public Infrastructure Improvements") to be constructed by or on behalf of the Township and which will benefit the Exempted Property have been paid in full; and

WHEREAS, the Township intends to require the owners of the Exempted Property, pursuant to Section 5709.74 of the Ohio Revised Code, to make annual service payments in lieu of taxes to be used to pay for the Public Infrastructure Improvements; and

WHEREAS, Sections 5709.73(D) and 5709.82(B)(1) of the Ohio Revised Code permit the Township Board of Trustees and the Board of the School District to enter into an agreement (a "Tax Incentive Agreement") in order to compensate the School District for property taxes lost as a result of the TIF Exemption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education (the "Board") of the Northwest Local School District, Counties of Hamilton and Butler, Ohio, that:



SECTION 1. Based upon the declaration of the Township Board of Trustees, this Board hereby declares the Improvements a public purpose. Further, this Board approves the exemption of one hundred percent (100%) of the increased value of the Exempted Property, pursuant to Section 5709.73(B) of the Ohio Revised Code, for up to thirty (30) years, on the condition that the Township Board of Trustees and this Board enter into the Tax Incentive Agreement (a form of which is attached as **Exhibit B** hereto), providing, among other things, for compensation to the School District during any year, or any portion thereof, in an annual amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Exempted Property that the School District would have received from improvements to the Exempted Property but for the TIF Exemption pursuant to the terms of the Tax incentive Agreement; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code.

SECTION 2. The Tax Incentive Agreement, in the form attached hereto, is hereby approved and authorized, and shall be executed on behalf of this Board by the Treasurer and shall be substantially in the form presented to this Board, with such changes, not inconsistent with this resolution, as shall be agreed to by the Treasurer and the Board's legal counsel. The Treasurer's execution of the Tax Incentive Agreement on behalf of this Board shall be conclusive evidence of the School District's approval of the TIF Exemption. Any member of this Board and/or the Treasurer, collectively or in any combination, are hereby authorized to take any and all actions necessary to further effectuate the TIF Exemption.

SECTION 3. Provided the Tax Incentive Agreement is entered into, the School District hereby waives compliance with the notice requirements of Sections 5709.73(D) and 5709.83(A) of the Ohio Revised Code, but solely with respect to the Exempted Property.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This resolution shall be in full force and effect from and immediately upon its adoption.

[Remainder of page intentionally left blank]

_____ seconded the motion and the roll being called upon the question of adoption of the resolution, the vote resulted as follows:

AYE:

NAY:

ADOPTED this ____ day of _____, 2020.

Treasurer

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true copy of a resolution adopted at a meeting held on the ____ day of _____, 2020, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Treasurer

EXHIBIT A
EXEMPTED PROPERTY



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 25th day of August, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Raj Rajagopal, Matthew Wahlert

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

RESOLUTION NO.: _____-20

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing (“TIF”) which can include the creation of TIF district under Section 5709.73 (C)(1) of the Ohio Revised Code; and

WHEREAS, the Board of Trustees (the “Board”) wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including new development, infrastructure, and traffic capacity; and

WHEREAS, the proposed TIF District would include parcel #510-0062-0230-00 with the continuous boundary of less than three hundred acres as delineated in the map of the proposed TIF District and property as described in Exhibit “A” attached hereto; and

WHEREAS, the Board conducted a public hearing on this proposed Resolution on July 14, 2020, and caused proper notice of the aforementioned public hearing to be sent to every real property owner whose property is located within the boundaries of the proposed TIF District in compliance with Section 5709.73(C)(2) of the Ohio Revised Code; and

WHEREAS, the Board has caused notice to be given to the Northwest Local School District Board of Education in compliance with Section 5709.73(D) of the Ohio Revised Code of the Board’s intention to consider this Resolution for adoption and that the Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73(C)(1) of the Ohio Revised Code. Northwest Local School District has by resolution adopted on _____, approved the TIF District and the exemption of the further improvements for 30 years up to 100% for the property described in Exhibit “A” attached hereto and waived its right to the forty-five (45) business days’ notice prior to the adoption of this Resolution pursuant to ORC 5709.73(D); and

WHEREAS, the Board has caused notice to be given to the Hamilton County Board of County Commissioners in compliance with Section 5709.73(E) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that a majority of the Hamilton County Board of County Commissioners have not objected to the number of years or percentage of improvement to be exempted set forth in this proposed Resolution.

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

1. That the Board hereby finds and declares that certain Public Improvements in the Township, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of a specific project being a bridge(s) connecting the TIF District to Pippin Road; the planning, design and construction of utilities including, but not limited to, water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcel of land described in Exhibit "A" attached to this Resolution (such parcel will hereinafter be referred to as the "Northridge TIF District" site), which parcel is located in an unincorporated area of the township, and for the creation of infrastructure, increasing property values, and the improvement of traffic flow and provision of public services in Colerain Township.
2. That pursuant to Section 5709.73 of the Ohio Revised Code, 100% of further improvements to the parcel in the Northridge TIF District Site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2050 or (2) the date on which the specific public improvements as described in Section 1 above (the "Public Improvements") that will benefit the Northridge TIF District Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Northridge TIF District Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of property within the Northridge TIF District Site shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes until the Township is fully reimbursed for the cost put forth regarding any of the aforementioned Public

Improvements. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.

4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance and/or compensate all costs incurred by Colerain Township for the Public Improvements or to make payments to the Northwest Local School District pursuant to the Tax Incentive Agreement referred to in the fifth Preamble herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator or the President of the Board.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in 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.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. 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. Unger _____, Mr. Rajagopal _____, Mr. Wahlert _____.

ADOPTED this _____ day of _____, 2020.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of ____, 2020.

Jeff Baker,
Colerain Township Fiscal Officer



510-0062-0230-00



EXHIBIT B
FORM OF TAX INCENTIVE AGREEMENT

[SEE ATTACHED]



TAX INCENTIVE AGREEMENT

This **TAX INCENTIVE AGREEMENT** (the “Agreement”) made and entered into as of the ____ day of _____, 2020 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the Township in lieu of taxes (“Service Payments in Lieu of Taxes”), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property . but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on June 23, 2020, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73, Ohio Revised Code, for improvements to meet the needs of a certain area in the Township, including a new single-family development and related improvements, infrastructure, and traffic capacity (the “Improvements”) to certain real property located within the boundaries of the Township and the School District, which real property is described in *Exhibit A* attached hereto and made a part hereof (the “Exempted Property” or “Northridge TIF District”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce the property owners to develop the Exempted Property; and

WHEREAS, as part of the TIF Exemption, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements for a period of thirty (30) years; and

WHEREAS, the Board of Education of the School District passed a resolution on July 20, 2020 (the “School District Resolution”) approving the TIF Exemption on the condition that the

parties hereto enter into this Agreement pursuant to Resolution No. ____, which is attached hereto as *Exhibit B*;

WHEREAS, the Township has, pursuant to Resolution No. ____ of the Board of Trustees of the Township adopted August 25, 2020 (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement, which is attached hereto as *Exhibit C*; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Service Payments in Lieu of Taxes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

SECTION 1. Approval of the TIF Exemption; Compensation to School District while TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the exempted Property for a period of up to thirty (30) years for a period of time described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Improvements to the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code (the "TIF Compensation"). In short, the School District will be made "whole" for any tax payments the School District would have been due from the Exempted Property including the Improvements but for the creation of the Northridge TIF District. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted, provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount

of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Section 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the TIF Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 2. Certification of TIF Compensation Amount. Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer of the School District shall certify the amount of the TIF Compensation to the Township in the form of an invoice; provided, however, failure of the Treasurer of the School District to make the certification of the TIF Compensation to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation, nor shall it be a default hereunder.

SECTION 3. Payment of TIF Compensation. Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Equivalent Fund and the Township Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

SECTION 4. Resolution of Disputes. In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer of the School District, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer of the School District and the Township Fiscal Officer or Administrator shall meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest
Local School District
3240 Banning Road
Cincinnati, OH 45239
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 6. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Service Payments in Lieu of Taxes as a result of the TIF Exemption are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 7. Waiver. No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 8. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 9. Binding Nature. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 10. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 11. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 12. Filing of Agreement. The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**BOARD OF EDUCATION OF THE
NORTHWEST LOCAL SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

**COLERAIN TOWNSHIP,
HAMILTON COUNTY, OHIO**

By: _____
Name: _____
Title: _____

EXHIBIT A

[To be Supplied]



510-0062-0230-00



EXHIBIT B

EXHIBIT C



AGENDA ITEM

Meeting Date: 7/20/2020 - 6:30 PM

Category: APPROVAL OF FISCAL ITEMS

Type: Action

Subject: 14.2 Resolution Approving the Granting of a Tax Increment Financing Exemption

Strategic Plans:

Policy:

Enclosure:

File Attachment:

 Northwest LSD - Tax Incentive Agreement.pdf

 Northwest LSD - Resolution Approving Northridge TIF (2020).pdf

Summary: Resolution Approving the Granting of a Tax Increment Financing Exemption. Proceeds from the TIF will be receipted into the K-8 fund. Once the project is complete, proceeds will be receipted into the Permanent Improvement Capital Maintenance Fund.

Funding:

Recommendation The Treasurer recommends the Board of Education approve the Resolution Approving the Granting of a Tax Increment Financing Exemption as listed.

Approvals:

Recommended By:

Signature

Signed By:

Kris Lankford - Asst. Treasurer

Signature

Signed By:

Amy M. Wells - Treasurer

Signature

Signed By:

Mr. Todd Bowling - Superintendent

Vote Results:

Original Motion

Member **Pam Detzel** Moved, Member **Jim Detzel** seconded to approve the **Original** motion 'The Treasurer recommends the Board of Education approve the Resolution Approving the Granting of a Tax Increment Financing Exemption as listed.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.
The motion **Carried 5 - 0**

Pam Detzel Yes

Jim Detzel Yes

Joe Yoshimura Yes

Mark Gilbert Yes

Matt Tletsort Yes

EXHIBIT C

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Send Letter to State Delegation Requesting Adoption of the State Capital Budget

Recommend adoption of a motion to send a letter of support to the State Delegation requesting the adoption of a capital budget.

Rationale:

Colerain Township submitted a request for state capital grant funding in late 2019. The Township was informed that they would be recommended for an award of funding with the 2020 State Capital Budget. Due to COVID-19, the State of Ohio has delayed adoption of a full capital appropriations bill.

This letter is intended to show the support of our local Board of Trustees for a capital appropriations bill and to request that the state move forward with their process.

August 21, 2020
Colerain Township Board of Trustees
4200 Springdale Road
Colerain Township, OH 45251

Support of Capital Budget Appropriations Bill

Dear Representative,

In December of 2019, Colerain Township made a presentation to the Hamilton County, Ohio Capital Budget Prioritization Task Force to request funding for a project of potential regional significance. The Township presented a request for funding for a new signature and unique playground that would be a draw for individuals from all over the region. The Task Force and delegation from Southwest Ohio recommended funding of the project.

The overall concept will provide interesting play for kids with equipment that will captivate and stimulate children's minds for creative play. The plan is to create a space that will allow the next generation of children to have a place to learn, grow, and play in our community.

Colerain Township understands that the COVID-19 Pandemic has changed a number of things at both the Local, State, and National level. The pandemic has created a new level of economic uncertainty and all jurisdictions are constantly evaluating the "new normal" to best utilize resources to provide the greatest community impact. COVID-19 has resulted in a tremendous increase in the utilization of our Parks as there have been more park visitors through July of 2020 than all of 2019.

In conclusion, Colerain Township appreciates the consideration of our request and ask that you move forward with the State Capital Budget process. We feel that this project will have a positive impact on our community, region, and the mental and physical well-being of the residents of one of the largest Townships in the State of Ohio. Thank you for your consideration. If you have any questions, feel free to direct them to Township Administrator Geoff Milz at 513-923-5000 or gmlz@colerain.org.

Raj Rajagopal, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

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

Trustees: Raj Rajagopal, Daniel Unger, Matthew Wahlert
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute a Memorandum of Understanding with Hamilton County for the Establishment of a Temporary Backup 911 Facility in Colerain Township

Recommend adoption of a motion to authorize the Township Administrator to execute a Memorandum of Understanding with Hamilton County for the establishment of a temporary backup 911 facility in Colerain Township.

Rationale:

The Hamilton County Communications Center is the backbone of the 911 call system and employs 911 call takers on behalf of residents of Colerain Township and Hamilton County.

The 911 Communications Center is currently located in Colerain Township. As a part of emergency preparedness, the Board of County Commissioners has developed a Continuity of Operations Plan ("COOP") to ensure that essential communication functions continue to be performed during a wide range of emergencies until normal operations can be resumed, including 911 call taking and dispatching operations.

Understanding that 911 operations are critical to the life safety and well being of Colerain residents and other Hamilton County residents, the attached Memorandum of Understanding outlines the parameters for activation of a temporary 911 call taking site that utilizes Colerain Township office space.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO
AND COLERAIN TOWNSHIP**

This Memorandum of Understanding (this “MOU”) is entered into this ____ day of _____, 2020 by and between the Board of County Commissioners, Hamilton County, Ohio on behalf of its Department of Communications (the “Board”) and the Colerain Township Board of Trustees and sets forth the responsibilities of the parties in case use of an alternate facility is needed in the event the Department of Communications’ Continuity of Operations Plan is activated.

RECITALS

WHEREAS, the Hamilton County Department of Communications is responsible for the operation of the Countywide 9-1-1 System for Hamilton County, Ohio and its political subdivisions; and

WHEREAS, as part of emergency preparedness, the Board has developed a Continuity of Operations Plan (“COOP”) to ensure that essential communication functions continue to be performed during a wide range of emergencies until normal operations can be resumed; and

WHEREAS, in order to achieve continuity of operations, the COOP requires that the Board be able to carry out essential functions off-site in an alternate facility in the event the Communication facility is uninhabitable due to an emergency situation; and

WHEREAS, Board and Colerain Township agree that cooperation in continuity of operations efforts during an emergency is critical in continuing essential services for Hamilton County, Ohio and its political subdivisions; and

WHEREAS, to that end, as a result of any emergency or disaster, regardless of cause, which necessitates the activation of the Board COOP and utilization of an alternate facility, Board may request assistance from Colerain Township in the form of utilizing office space in the Colerain Township facility.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties have agreed and do hereby mutually agree as follows:

I. Purpose

The purpose of this MOU is to establish responsibilities of the Parties as they relate to a continuity of operations event that would require Board personnel to operate in an alternate facility.

II. Duration of MOU

This MOU is effective upon signature of the County Administrator and the Colerain Township Administrator and shall remain in full force and effect unless otherwise terminated by either party pursuant to the provisions set forth herein.

III. General Provisions

It is understood by both the Colerain Township Administrator and the County Administrator that each office should be capable of fulfilling its responsibilities under this MOU. If at any time either party is unable to perform its functions under this MOU, the affected party shall immediately provide notice to the other.

IV. Responsibilities of the Parties Under the MOU

Colerain Township and Board agree that their responsibilities are as follows:

A. Colerain Township agrees to:

1. Allow Board personnel to utilize a portion of office space within the Colerain Township facility for at least 14 days to ensure that Board can continue to perform its essential functions and operations during an emergency. The parties agree that there shall be no rental fee charged for the use of the Colerain Township facility
2. Provide Board staff with facility logistical support, as requested, including but not limited to providing:
 - i. Access to parking
 - ii. Access to the building
 - iii. Organization points of contact
 - iv. Communication support
 - v. Security for Board Equipment
 - vi. Life support-water, sewage, sanitation, power
3. Allow Board access to the facility within 2 hours of being notified by Board that the COOP has been activated thereby necessitating access to the Colerain Township Facility.

B. Board agrees to:

1. Immediately notify Colerain Township of Board's need to utilize the Colerain Township facility as an alternate facility.
2. Provide Colerain Township with a list of Board personnel who may occupy Colerain Township facility during a continuity of operations event.
3. Verify which Board staff can request utilizing the Colerain Township facility.

V. Allocation of Costs

There are no anticipated costs or expenses associated with this MOU. Should any costs or expenses be incurred, however, such costs or expenses will be the full responsibility of the party who incurs them. After the Board has vacated the Facility, the Board and Colerain Township agree that each party will, in good faith, negotiate the settlement of any outstanding costs or expenses incurred during Board's use of the Facility. Such settlement will be memorialized in a Reimbursement Agreement to provide for the payment.

VI. Amendment

This MOU may be amended in writing at any time by mutual agreement of the County Administrator and the Colerain Township Administrator.

VII. Termination

Either the Board or Colerain Township may terminate this MOU upon (30) days advance written notice to the other party.

VIII. Scope

Nothing in this MOU shall be construed to limit or otherwise affect the independent powers and operations of the Board. Similarly, nothing in this MOU shall be construed to interfere with the management, policies or operation established by Colerain Township or its affiliated companies.

IX. Points of Contact

Points of contact for this MOU are as follows:

For the Board: Andrew Knapp, Director
Scott Brown, Operations Mgr
Holly Lampton, Operations Mgr
Shawn Cruze, Technical Services Mgr

For Colerain Township
Geoff Milz, Township Administrator

IN WITNESS WHEREFORE, the parties have executed this agreement on this _____ day of _____, 2020.

**Board of County Commissioners,
Hamilton County, Ohio**

Colerain Township

Name: Jeffrey Aluotto
Title: County Administrator
Date: _____

Name: Geoff Milz
Title: Township Administrator
Date: _____

**Hamilton County Department of
Communications**

Name: Andrew Knapp
Title: Director
Date: _____

ADMINISTRATION

Department: Administration

Department Head: Jeff McElravy, Finance Director

Resolution Adopting Amended Appropriations

Recommend approval of a Resolution for Amended Appropriations in the amount of \$38,471,007.74.

Rationale:

After a series of budget meetings In July, staff recommended that the Board of Trustees adopted amended appropriations for 2020. The chart in the resolution pulled data from an incorrect source. The attached resolution corrects that error. In addition, in the time between those meetings and when the board voted, it was necessary to transfer funds between some lines in order meet current expenses.

These updated appropriations accurately reflect the decisions made as part of the mid-year budget process. With these adjustments, the Township should be well positioned for the balance of year.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of August, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-20

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2020**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereby agree to:

1. Authorize the Fiscal Officer to prepare and submit a schedule of Amended Permanent Appropriations for the year ending December 31, 2020 to the Hamilton County Budget Commission, as follows;

Fund	Description	Permanent Appropriations
1000	General	7,183,441.27
2011	Motor Vehicle License Tax	61,299.46
2021	Gasoline Tax	792,999.61
2031	Road & Bridge	1,030,613.13
2081	Police District	8,290,262.38
2111	Fire District	14,150,608.74
2181	Zoning	474,853.40
2231	Permissive Motor Vehicle License Tax	545,356.52
2261	Law Enforcement Trust	461,963.00
2271	Enforcement & Education	1,500.00
2281	Ambulance & Emergency Medical Services	1,898,627.30
2401	Special Assessment Lighting District	155,151.51
2901	TIF - Kroger	183,987.01
2902	Recycling Incentive	87,055.68
2903	TIF - Colerain Towne Center	39,716.35
2907	TIF - Stone Creek	0
2908	CDBG	200,000.00
2910	TIF - Best Buy	0
2911	Parks & Services	1,507,553.92
2912	Community Center	465,018.46
3102	Bond Retirement Parks	308,200.00

3103	Bond Retirement PW Bldg.	216,200.00
3105	Bond Retirement - Streetscape	178,400.00
3301	Bond Retirement - Special Fire Assessment	238,200.00
4401	NSP	0
4409	OPWC	0

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

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

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

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

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

ADOPTED this _____ day of August, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director

Scott A. Sollmann (0081467)
Colerain Township Asst. Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of August, 2020.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Consideration of a Motion to Renew and Extend Law Director

Recommend consideration of a motion to renew and extend Law Director, Lawrence Barbieri.

Rationale:

The Township's existing agreement with Lawrence Barbieri to serve as the Township Law Director is set to expire on December 31, 2020.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract - Police - TransUnion - Investigative Data Service

Recommend approval of all consent items.

Rationale:

The attached agreement is with TransUnion for data services for the investigative division of the Police Department.

**TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION**

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"):	COLERAIN POLICE DBA:
Federal Employee Identification Number (FEIN):	316000567
Physical Address:	4200 SPRINGDALE ROAD, CINCINNATI, OH 45251
Phone Number:	513-321-2677
Number of Employees:	55
Type of Business (LLC, C-Corp, S-Corp):	POLICE
Industry:	LAW ENFORCEMENT
Web Site Address:	WWW.COLERAIN.ORG
Business/Profession License # (if applicable):	Please provide copy of license

Primary Administrator	(The person responsible for managing your account on behalf of the Company.)
Name:	MIKE STOCKMEIER
Title:	DETECTIVE
Address (if not Headquarters):	4200 SPRINGDALE ROAD, CINCINNATI, OH 45251
Direct Phone #:	513-923-5048
Cell Phone #:	
E-mail Address:	M STOCKMEIER @ COLERAIN.ORG

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

- Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.
- TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Either party may terminate this Agreement at any time upon notice to the other party.
- This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <http://www.TLO.com/termsandconditions>.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"):	COLERAIN POLICE DBA:
Authorized Signature:	DATE: 8/14/2020
Print Name of Authorized Signer:	TITLE: Assistant Administrator

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract - Police - Arab - Pest Control

Recommend approval of all consent items.

Rationale:

The attached contract is for pest control services at 4725 Springdale Road.



ARAB TERMITE & PEST CONTROL OF CINCINNATI, INC.

(American Owned and Operated Since 1929)

5569 Cheviot Road • Cincinnati, Ohio 45247

www.arab-cincy.com • E-mail: office@arab-cincy.com

513-385-3430



Pest Control Service Agreement

Visit us on Google

Customer Name: COLEMAN TOWNSHIP

Customer Address: 4300 SPRINGDALE RD - 257

Work Phone: 923 5015 Home Phone: _____ Cell: 321 2677

Treatment Address: 4725 SPRINGDALE RD - (51) NANCY

Structure: House ☐ Garage ☐ Condo ☐ Other ☐

Email: Aspears@colemantownship.org

1. SERVICE SCHEDULE

ARAB agrees to provide Pest Control service for control of the following pests:

- | | | |
|---------------------------------------|---|-------------------------------------|
| ☐ Roaches | ☐ Rats | ☐ Millipedes |
| ☐ Ants | ☐ Mice | ☐ Centipedes |
| ☐ Spiders | ☐ Carpenter Bees | ☐ Ticks |
| ☐ Silverfish | ☐ Crickets | ☐ Fleas |
| ☐ Pantry Pests | ☐ Stinging Insects | ☐ Earwigs |
| ☐ Other _____ | | |

2. SERVICE SCHEDULE

ARAB representatives will service the Customer's premises

☐ 1 Time ☐ 2 Times ☒ Every month ☐ Every Other month ☐ Every 3rd month IF NEEDED

☐ Other _____

ARAB Pest Control may provide additional service as it is deemed necessary by ARAB.

Additional Instructions: LIQUID RESISTANCE IN SIDE AND OTHER PERIMETER - WEBSTER

3. PAYMENT

In consideration for the service to be provided by ARAB, the Customer agrees to pay to ARAB its successors or assigns, the sum of \$ 275.00 plus tax for the initial service and 85.00 Bi-Weekly ☒ Monthly ☐ Bi-Monthly ☐

Quarterly ☐ plus tax. Payment shall be due upon receipt of this invoice.

4. MATERIALS

The materials used to control pests in and around Customer's premises shall conform to Federal, State and local laws and regulations, and shall be used with all due precautions to avoid the possibility of accident to humans, domestic animals and pets. All Pest Control work shall be performed in a safe manner and in accordance with the most modern, effective and scientific Pest Control procedures.

5. PEST DAMAGE

The Customer agrees that ARAB is not responsible for insect or rodent damage or disruption to its operation, premises or its contents, and the Customer specifically releases ARAB from liability for any such claims.

6. INSURANCE

Upon request, ARAB shall furnish to the Customer a certificate of liability insurance coverage in effect.

7. EQUIPMENT

The Customer agrees to pay to ARAB the repair or replacement cost of any and all ARAB equipment damages, lost or destroyed on the Customer's premises. Costs will be those in effect at the time of the repair or replacement.

Equipment List: _____

8. TERMS OF CONTRACT

This Contract shall be effective for an original period of 1 YEAR. Thereafter, this Contract shall renew itself MONTHLY OR QUARTERLY until terminated by either party upon thirty days' notice.

9. This agreement is not valid unless actual work is performed and paid for in full. If payment terms are not met, a service fee of 1.5% interest per month (i.e., thirty (30) days) may be added to the unpaid balance over thirty (30) days delinquent. If Customer fails to pay for services hereunder, this Agreement shall terminate and ARAB be released from any and all liability created under this Agreement or as a result of its treatment of the described property. Should it become necessary to collect on this Agreement, the Customer agrees to pay all cost of collection, including reasonable attorney's fees.

10. ARAB will use care to avoid damage while applying treatment, but will not be responsible for damage unless caused by Arab's gross negligence.

11. Notes

[Signature] 8/17/20
Customer's Signature Date
[Signature]
Authorized Representative

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Donation Acceptance - Planning & Zoning - \$200

Recommend approval of all consent items.

Rationale:

Colerain Township Planning and Zoning is grateful for a \$200.00 donation from Citizens for Civic Renewal in appreciation for marketing associated with the Comprehensive Plan Digital Input Series.