

Regular Meeting of the Board of Trustees - January 12

January 12, 2021

- 1. Opening of Meeting**
- 2. Executive Session 6:00 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Fiscal Office – Approval of Minutes**
- 6. Public Hearings**
 - a. ZA2020-06 - 3431 Springdale Road - Proposed Map Amendment Changing The Zoning On The Site From R-6 (Urban Residential) to PD-R (Planned Development Residential) to allow for the construction of 66 townhomes.
- 7. Presentations**
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**

Public Safety

Public Services

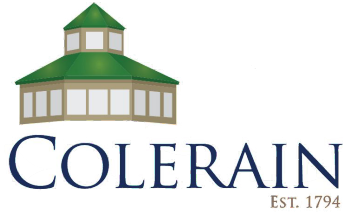
- a. Motion to Accept Capital Grant Funding in the Amount of \$500,000 and to Authorize the Township Administrator to Sign all Related Agreements, including the State-Local Project Agreement.

Planning & Zoning

- a. Resolution to Approve Zoning Case ZA2020-06 Changing The Zoning On The Site Located At 3431 Springdale Road From R-6 (Urban Residential) to PD-R (Planned Development - Residential) To Allow For The Construction Of 66 Townhomes
- b. Motion To Initiate a Zoning Map Amendment To Change The Zoning On A Site From R-7 (Multi-Family) To PD-B (Planned Development - Business)

Administration

- a. Motion Adopting 2021 Pay Schedule
- b. Motion to Approve Change in Health Care Brokers to McGohan Brabender



- c. Motion Authorizing Township Administrator to Enter into Agreement with Energy Alliances for Consulting Services for the Residential Solid Waste and Recycling Contract

12. Old Business

13. Consent Items

- a. New Hire - Litter Laborer - Public Services
- b. New Hire - Maintenance Worker - Public Services Department
- c. Contract - Plattenburg -Accounting Services (Schedule of Federal Assistance)
- d. Contract - Plattenburg - Accounting Services (Financial Statements)
- e. Contract - Board of Elections - Rental Agreement
- f. Contract - University of Cincinnati Medical Center - Mobile Stroke Unit
- g. Contract - Abercrombie & Associates - Groesbeck Park Survey
- h. Contract - Sidney Geckler - Economic Development Co-Op
- i. Contract - Logan Creek - Colerain Park Playground
- j. Contract - Council on Aging - Senior Meals
- k. Donation Acceptance - Department of Fire & EMS - \$900.00
- l. Donation Acceptance - Public Services - Vehicle from Hamilton County Engineer

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PUBLIC HEARINGS

Department: Planning & Zoning

Department
Director: Mike Ionna, Director - Planning and Zoning

ZA2020-06 - 3431 Springdale Road - Proposed Map Amendment Changing The Zoning On The Site From R-6 (Urban Residential) to PD-R (Planned Development Residential) to allow for the construction of 66 townhomes.
Recommend the public hearing be held in accordance with the requirements of the Zoning Resolution.

Rationale:

This is a public hearing on the proposed application.



JANUARY 12, 2021

**STAFF REPORT
BOARD OF TRUSTEES**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2020-06
Location: 3431 Springdale Road
Applicant: HBA Development Group, INC
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW & ACTION

The applicant has submitted a request for a Zone Change on the site from R-6 (Urban-Residential) to PD-R (Planned Development-Residential) along with a Preliminary Development Plan Review to allow for the construction of 66 townhome units on the site. The ownership structure of the proposal is similar to a private condominium style of ownership where individual owners own their property with a Homeowners Association (HOA) governing specific community rules and regulations intended for the ongoing preservation of quality within the development. This action for this request is a review by the Zoning Commission who make a recommendation to the Board of Trustees. Final action is taken at the Trustee level.

SECTION B – ZONING REVIEW PROCESS / PERTINENT REVIEW HISTORY

The site in question is currently zoned PD-R (Planned Development – Residential). The purpose of the PD Planned Development District is to:

- (A) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (B) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (C) Encourage sound planning principles in the arrangement of buildings, the preservation of open-space, the utilization of topography and other site features;
- (D) Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and
- (E) Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.

The process for development within a PD-R Zone is as follows (Section 4.5):

1. Submission of a Preliminary Development Plan (Current Status of Application)
 - Zoning Commission public hearing and recommendation
 - Township Board of Trustees hearing and final action
2. Submission of a Final Development Plan

- Zoning Commission review and final action
- 3. Submission of a Subdivision Plat and Public Improvement Drawings to Hamilton County Regional Planning Commission (if applicable)
- 4. Submission of a Zoning Certificate Application for administrative approval.

This application pertains to item number 1 in the timeline described above.

SECTION C - SITE LOCATION AND BACKGROUND

The site in question, containing an approximate area of 8.6 acres, is located along the south side Springdale Road as well as the terminus Colina Drive and Grovewood Drive. The site is mostly wooded and contains no structures. A small stream bisects the southern portion of the property from the north of the property. There is no public sidewalk on the Springdale Road frontage of the site.

FIGURE 1 - LOCATION MAP



SECTION D – SITE HISTORY

The property appears to have contained two single-family homes which were demolished prior to 1996 according to aerial photography. The property was purchased by the Reorganized Church of Jesus Christ of Latter Day Saints in 2008 (now known as the Community of Christ Church). Churches are a Conditional Use in the R-6 Urban Residential District. There are currently no zoning permit records on file that are associated with this property or any use thereof.

The Arborwood Planned Development bordering the subject property to the east was approved by the Rural Zoning Commission in 1970. This development contained 273 multi-family and 115 single-family residential units, a day care center and small strip commercial center. The Taylor's Point nursing home located on the north side of Springdale Road across from the subject property was approved as a Planned Development-Residential by the Zoning Commission and Trustees in 2004. The approval was for a 92-bed facility with a combination one-floor and two-floor building.

In early 2020, an application was submitted on a 545 unit multi-family development that made use of Low-Income Housing Tax Credit (LIHTC) subsidies. LIHTC subsidies are used for the acquisition, construction, and rehabilitation of affordable rental housing for low- and moderate-income tenants. State housing agencies then award the credits to private developers of affordable rental housing projects through a competitive process. The Zoning Commission provided a favorable recommendation of the proposed development

SECTION E - CURRENT ZONING & EXISTING LAND USE

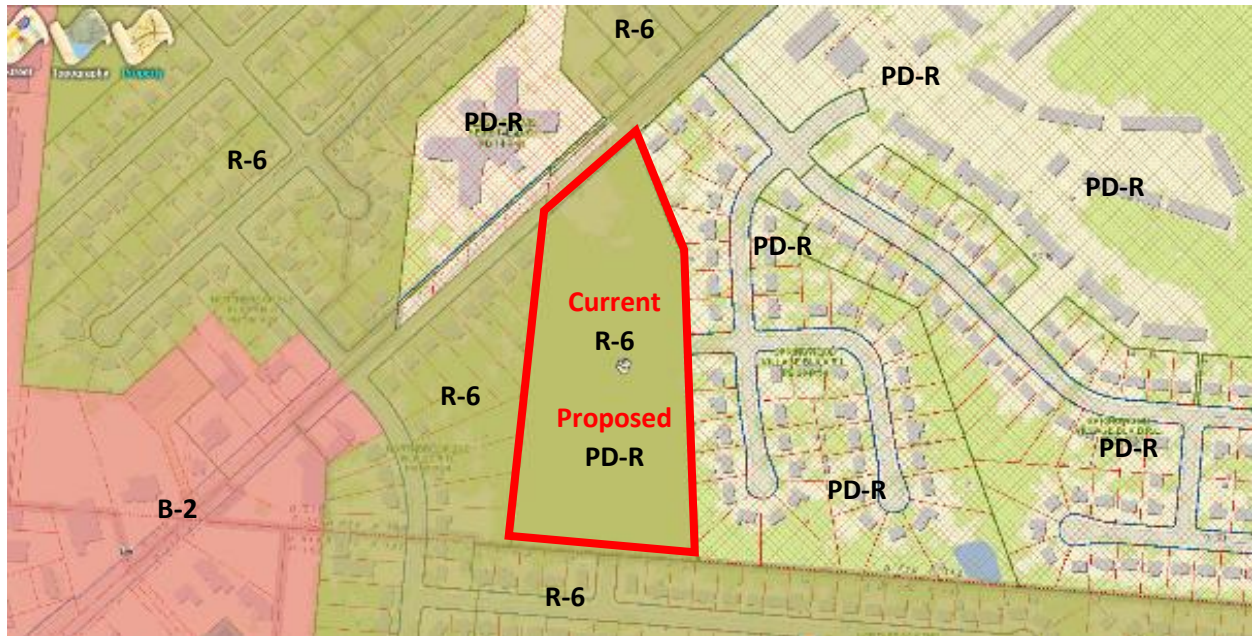
TABLE 1 – ZONING AND LAND USE ANALYSIS

	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	CURRENT USE
Subject Property	R-6	7,500 sq ft / unit	N/A	Vacant
NORTH	PD-R	Approved in Plan	N/A	Nursing Home
SOUTH	R-6	7,500 sq ft / unit	N/A	Single Family
EAST	PD-R	Approved in Plan	N/A	Single Family, Multi-Family
WEST	R-6	7,500 sq ft / unit	N/A	Single Family

The site in question is currently zoned R-6. The R-6 (Urban Residential District) is intended to provide for a mixture of residential housing types at a moderate density. Housing units in this district may include detached housing or housing where units are attached through common walls, but not floors, and are served by water and sewer services. The list of permitted uses include single-family (attached or detached), two-family, three-family and four-family. Area and height requirements, along with development density are discussed at the end of Section F.

Report continues on next page

FIGURE 2 – CURRENT ZONING MAP



SECTION E – COMPREHENSIVE PLAN

The site in question is located within the Colerain Character Area of the current Comprehensive Plan. The plan states that attached housing such as what is proposed is appropriate in this area. The plan also provides the following policies:

1. The density of any new residential uses should reflect developments of similar uses within the character area.
2. Single-family subdivisions should gain access from streets other than Colerain Avenue.
3. General commercial and office uses are appropriate provided they do not extend further to the east and west along the arterials feeding off Colerain Avenue.
4. Industrial uses are not appropriate in this area of Colerain Avenue but are appropriate in other areas along Colerain Avenue, south of West Galbraith Road.
5. Encourage the development of a mixed-use development or town center along the Colerain Avenue corridor that will incorporate a pedestrian scale environment with a mixture of commercial, office and high-density residential uses. Such a development should be designed to create a focal point for the Township.

SECTION F - DEVELOPMENT PLAN REVIEW

The applicant indicated the following through the submittal of their application and corresponding items (attachments included within this report):

1. Construction of 66 townhomes on the site. Development occurs in buildings that contain three townhomes units per building. All townhomes are located on one lot in order to be consistent the protocol for real estate sales processes and procedures of the applicant which state that Each unit must be on its own lot.
2. Development is contained within two areas on the site plan, a north and south section. Both sections are divided by topography and geographically by a stream.
3. There are two “flag lot” style areas on the development plan that access two buildings each containing 3 units.
4. There are two open space lots which account for approximately 25 percent of the development site.
5. Two detention areas are shown on the open space lots
6. Vehicular access is provided via:
 - a. A new curb cut located along Springdale Road extending to Grovewood Drive
 - b. An extension at the terminus of Colina Drive. The extension would create a cul-de-sac form the existing stub street terminus.
7. Parking is as follows:
 - a. On-site parking is provided for each unit through the use of a garage and a driveway.
 - b. Off-street parking areas are located in pods throughout the development providing a total of 12 off-street parking spaces
 - c. On-street parking is provided in the right-of-way of the street in the development.
8. A pathway connects the north and south areas of the development
9. A small dog play area is provided along the pathway in the southern section of the development
10. The unit mix will feature all 3-bedroom townhomes. Each unit will feature the following amenities:
 - a. 2 bathrooms or 2 bathrooms and a half bathroom
 - b. 1 car attached garage
 - c. Kitchen, dining room, great room, basement, storage room
11. The exterior materials of each unit are composed of brick, masonry, and vinyl, vinyl shake and board and batten
12. A landscape plan has been submitted featuring the following:
 - a. Provision of landscaping along the Springdale Road consisting of trees and shrubs
 - b. Provision of a landscaped gateway into the site at the Springdale Road curb cut
 - c. Provision of a stone masonry sign at the Springdale Road curb cut

13. The proposed development standards of the submitted development plan compared to the existing zoning is as follows:

	Current R-6 Standard	Proposed Standard *
Minimum lot size	7,500 sq ft	As shown on plan
Minimum lot width	65 ft.	**
Minimum front setback	30 ft.	30 ft.
Minimum side yard	15 ft. total, 10 ft. one side	15 ft. total, 10 ft. one side
Minimum rear yard	35 ft.	35 ft.
Maximum building height	3 floors	3 floors
Development Density	5.8 Dwelling units per acre	7.67 Dwelling units per acre

* In order to maintain consistency in the review of the development, the data being provided is based on the buildings as a group of the three lots contained therein and not the individual units / lots themselves.

** All buildings, each containing their subsequent 3 units and corresponding lots as a group meet the minimum

SECTION G – REQUESTS

1. Zone Change and Preliminary Development Plan to allow for the construction of the project as proposed.
2. Variance from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building.
3. Variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet in the minimum requirement.
4. Variance from the setback requirements for off-street parking pod adjacent to unit 15. The requirement is a 50 feet setback from the adjacent single-family lot on Grovewood Drive and the proposal shows approximately 8-9 feet.

SECTION H - STATUTES

Section 4.5 states that the following criteria shall serve as conditions that should be satisfied before the approval of the preliminary development plan:

- (1) The PD District and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and Colerain Township Comprehensive Plan;
- (2) The proposed uses will have a beneficial effect on the community;
- (3) The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network.

- (4) The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development;
- (5) The minimum common open space areas have been designated and shall be duly transferred to a legally established Homeowners Association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasipublic agency as provided in Subsection 9.3.7 (Common Open Space).
- (6) The preliminary development plan is consistent with the intent and purpose of this Resolution and, in particular, the furtherance of the purpose of the PD District as set forth in Section 9.3.1.
- (7) The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.

SECTION I - RECOMMENDATION

Staff provides the following recommendation:

1. **APPROVAL** of the Zone Change and Preliminary Development Plan to allow for the construction of the project as proposed, subject to the following conditions:
 - a. That additional landscape be provided along the perimeter of the development to ensure proper screening from adjacent single-family residential dwellings.
 - b. That the final building elevations shall be in keeping with the designs and materials contained within the submitted application of the Preliminary Development Plan.
 - c. That a Homeowners Association (HOA) be established and maintained into perpetuity to ensure proper maintenance of the site as well as the open space.
 - d. That the applicant, to the greatest extent possible, relocate the off-street parking located adjacent to Lot 15 into another part of the Development.
 - e. All Fire Hydrants shall be installed per the Cincinnati Water Works / Hamilton County requirements.
 - f. That the proposal meets all requirements of the Hamilton County Engineer prior to the approval of the Final Plat.
 - g. That the proposal meets all requirements of Hamilton County Department of Soil and Water prior to the approval of the Final Plat.
2. **APPROVAL** of the variances from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building.
3. **APPROVAL** of the Variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet is the minimum requirement.
4. **DENIAL** of the Variance from the setback requirements for off-street parking pod adjacent to unit 15. The requirement is a 50 feet setback from the adjacent single-family lot on Grovewood Drive and the proposal shows approximately 8-9 feet.

SECTION J – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

1. The plan is consistent with the comprehensive plan which states that townhome development is appropriate for the site. The proposed density, character and form of the development, as conditioned, is also generally consistent with the land used located within the immediate and peripheral areas of the site.
2. The proposed townhomes will provide a housing type option, owner occupied attached housing, that fills a gap and is not currently readily available in the Township.
3. The proposed street extensions connect to the existing street network in a manner that is consistent with the required findings of the Zoning Resolution.
4. The proposed development has direct access to Springdale Road which is a County thoroughfare of sufficient capacity to serve the development. The proposal was forwarded to the Hamilton County Engineer for comment and the response is attached.
5. All open space, per the conditions of approval, will be preserved and maintained by a Homeowners Association.
6. The proposal is consistent with the intent and purpose of the Zoning Resolution for Planned Development.
7. The plan has been distributed to other applicable agencies with no responses sent to recommend denial of the proposal. The following are their responses:

Hamilton County Storm Water & Infrastructure

- No comments

Colerain Township Fire Department

- Attached

Hamilton County GIS

- No comments

Hamilton County Soil & Water Conservation District

- Attached

ODOT

- N/A

Hamilton County Engineer

- Attached.

Metropolitan Sewer District

- Attached

8. With regard to the variance for the internal unit / lot setbacks and minimum lot widths, staff finds approval to be appropriate as it would create a hardship on the applicant for sale of the townhomes. The character, form and function of the lots and buildings as proposed does not allow for a circumvention of the intent of the current zoning regulations.
9. The proposed variance for the reduction in unit width is appropriate as it allows the developer to construct a product that is consistent with their current architectural plan set without allowing too great of a circumvention of the Zoning Resolution.

Department of Planning and Zoning

4200 Springdale Road
Colerain Township, OH 45251

10. Disapproval of the off-street parking is warranted as the request would allow too great of a circumvention of the current zoning regulations.

SECTION I – ZONING COMMISSION ACTION

On January 12th, 2021, and after consideration of all public comments, exhibits, and other materials submitted, the Zoning Commission voted 3-2 to approve the application for the Zoning Map Amendment request from R-6 (Urban Residential) to PD-R (Planned Development – Residential) subject to the following conditions:

- a. That a Landscape Plan be provided at the Final Development Plan that sufficiently addresses preservation of existing tree canopy, preservation of existing open space in addition to the provision of additional landscaping and plantings needed to provide proper screening of the development from the surrounding single-family residential dwellings.
- b. That the final building elevations shall be in keeping with the designs and materials contained within the submitted application of the Preliminary Development Plan.
- c. That a Homeowners Association (HOA) be established and maintained into perpetuity to ensure proper maintenance of the site as well as the open space.
- d. That the Homeowners Association (HOA) establish a restriction where 15% percent or less of the units be used for rental.
- e. That the applicant, to the greatest extent possible, relocate the off-street parking located adjacent to Lot 15 into another part of the Development.
- f. All Fire Hydrants shall be installed per the Cincinnati Water Works / Hamilton County requirements.
- g. That the proposal meets all requirements of the Hamilton County Engineer prior to the approval of the Final Plat.
- h. That the proposal meets all requirements of Hamilton County Department of Soil and Water prior to the approval of the Final Plat.
- i. That a list of projects from the developer be provided prior to the Trustee meeting.
- j. That the variances from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building be approved.
- k. That the variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet in the minimum requirement be approved.

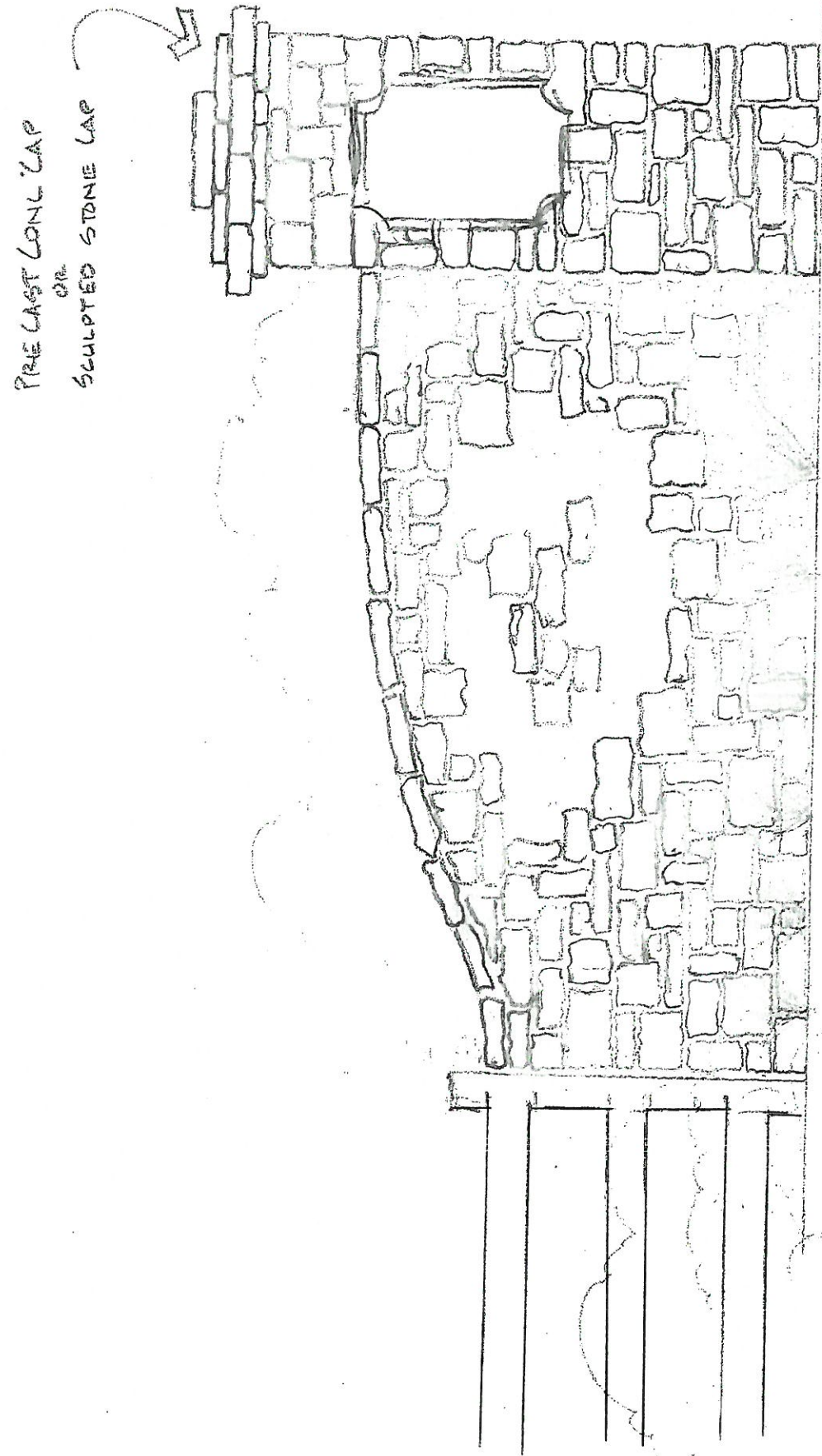
The recommendation of the Zoning Commission was based on the comments and findings outlined within the staff report and presented during the meeting.



SECTION I – ADDITIONAL COMMENTS

It should be noted that approval of this Preliminary Development Plan locks in the site plan and all corresponding proposal information as contained herein this staff report as well as in what has been submitted by the applicant. Once approved through a final action by the Board of Trustees, any deviation or change must follow the review and approval processes outlined in Section 4.5 of the Zoning Resolution.





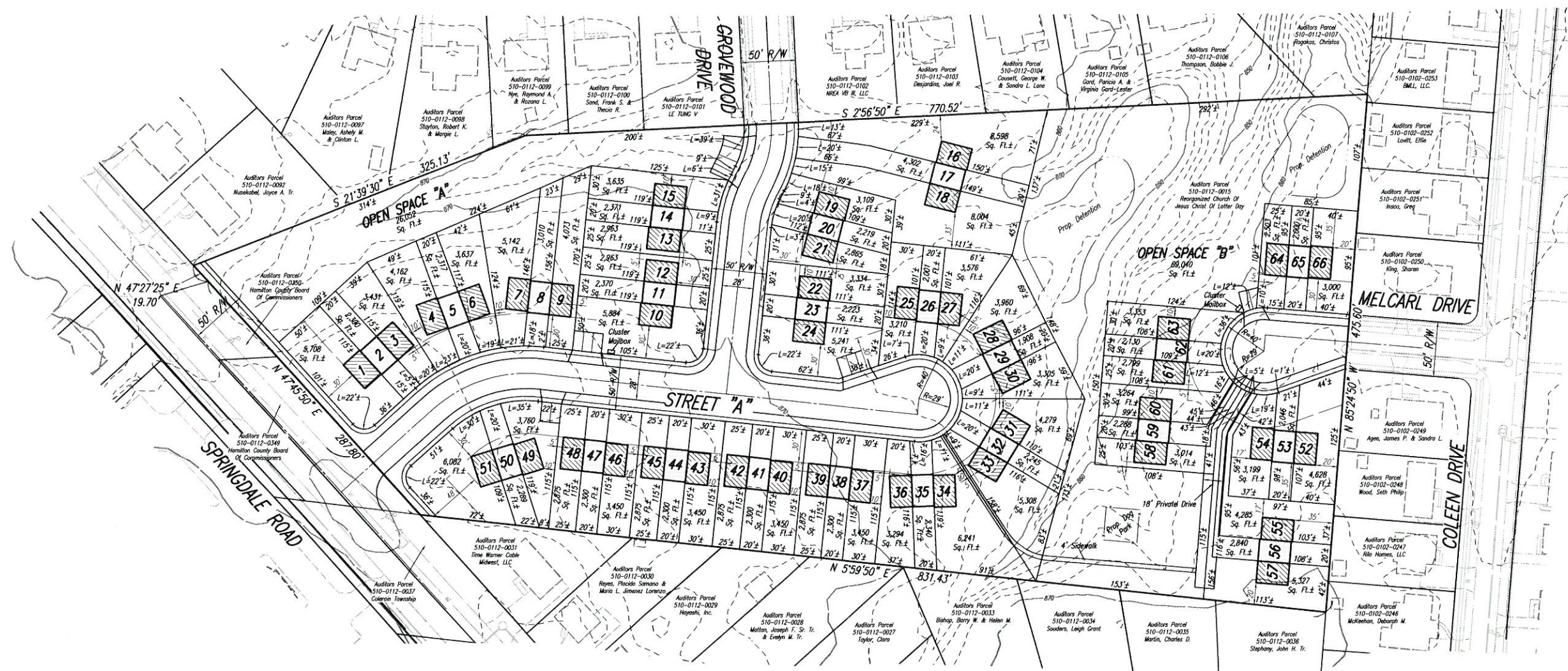
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COLLEGE



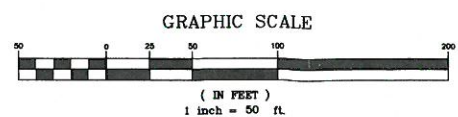
VICINITY MAP



GROSS AREA = 8.6382 ACRES
PROP. R/W = 1.1886 ACRES
NET AREA = 7.4496 ACRES
OPEN SPACE = 2.1830 ACRES = 25.3%

EX. ZONING = "R-6"
MIN. FRONT YARD SETBACK = 30'
MIN. SIDE YARD SETBACK = 15' TOTAL, 10' ONE SIDE
MIN. REAR YARD SETBACK = 35'
MIN. LOT AREA = 7,500 SQ. FT.
MIN. LOT WIDTH = 65'

PARKING PROVIDED:
GARAGE SPACES = 66
OFF STREET SPACES = 14
TOTAL SPACES = 80



This drawing and the design concepts represented, as instruments of service, are the sole property of Abercrombie & Associates Inc., and may not be used, reproduced, or copied for any purpose without prior written authorization of Abercrombie & Associates, Inc.

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PRELIMINARY P.U.D. PLAN

SECTION-10, TOWN-2, E.RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

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Job No.
02-0048A 1/1

November 3, 2020

Colerain Township Zoning Commission
4200 Springdale Road
Cincinnati, OH 45251

Re: Planned Development – 3431 Springdale Road

RECEIVED
NOV 06 2020
COLERAIN ZONING

Dear Members of the Colerain Township Zoning Commission:

Our organization has entered into an agreement to acquire the 8.6-acre property located at 3431 Springdale Road from the Reorganized Church of Jesus Christ of Latter Day Saints. It is our plan and desire to construct town homes on the property. We will be developing the property and Ryan Homes will be constructing the homes. The homes will be “for sale” and limitations will be placed on the ability to rent the properties.

The property is currently zoned R-6 and we desire to rezone the site to a Planned Development District (PD-R) that will allow for the construction of 66 town homes.

The development will consist of a landscaped entrance with stone monumentation on Springdale Road and will also have connections to Grovewood Drive and Melcarl Drive. All units/buildings will be landscaped, and we believe this development will be an extremely attractive “for sale” housing option for professionals looking to live in Colerain Township.

We will also construct a sidewalk connecting the east side of the neighborhood with the west side. This will extend between Buildings 33 and 34 to the private driveway servicing Buildings 55 through 57. Adjacent to the sidewalk will be community dog park and benches. All community amenities and open space areas will be maintained by a Homeowner’s Association.

Our plan is consistent with the spirit of the R-PD zoning and will allow for an additional new housing alternative in the Township. We do not feel our plan will be contrary to public interest. Clearly this site has been planned for a future development as shown by the future stub streets to the site (Grovewood Drive and Mel Carl Drive).

The development boasts 25.3% open space and efforts will be made to preserve all trees along the property boundaries and along the stream corridor in Open Space “B”.

The Ryan Homes' product is 20' wide and will have a total square footage of 3,660 square feet for a three-unit building or 1,220 square feet per unit. Thus, each unit will be 520 square feet larger than what is currently permitted under the existing zoning.

Each unit will have a single car garage with room for additional parking in the driveway. We will also install fourteen (14) off street concrete parking pads.

There will be two separate community mail collection areas. The first on Street "A" behind Building 10 and the section on Melcarl Drive between Buildings 63 and 64.

We have enclosed the following for your review and consideration:

- Application for PD – Colerain Township Zoning Commission
- Application Fee - \$2,641.50
- Rendering of Ryan Homes Juniper Town Home
- Landscaping Plan
- Detail for Entry Monumentation
- Site Plan (8 Copies)
- List of Adjacent Property Owners (2 Copies)
- Plan Showing Adjacent Property Owners (2 Copies)
- HPA Development Group – Company Profile

RECEIVED
NOV 06 2020
COLERAIN ZONING

We thank you for consideration of our request. I can be contacted at gparlin@hpadg.com or (513) 793-2400 in the event of any questions.

Sincerely,



Graham S. Parlin
Vice President

Enclosures

Cc: Craig Rassi, Ryan Homes

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

Case No.: ZA Date Filed: 11/3/20

Date of Preliminary Hearing (if applicable): 12-15-20

Request Change from: R-6 to: PD - Planned Development

Township: Colerain Book: 510 Page: 0112 Parcels: 0015-00

Physical location of property (address or brief description if no address assigned):
3431 Springdale Rd.

Name of Applicant: HPA Development Group, Inc.

Telephone No.: 513-793-2400 Email Address: gpartin@hpadg.com

Address: 9091 Montgomery Road

City: Cincinnati State: OH Zip: 45242

*Name of Owner(s): Reorganized Church of Jesus Christ of Latter Day Saints

Telephone No.: 513-608-7851 Email Address: VCF@fuse.net

Address: 3417 Woodlake Court

City: Loveland State: OH Zip: 45140

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

1. (See attached)
2. _____
3. _____

(attach separate sheet if necessary for additional parcels)

Signatures: Graham S. Park Date: 11/3/20

*Owner: Vernon Foster Date: 11/03/2020

*Owner: _____ Date: _____

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

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

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

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

COLERAIN ZONING



ROB RICHTER
LANDSCAPING, INC.
Design - Install - Maintain

HPA Development

Entrance Monument & Screening

Entrance Monument

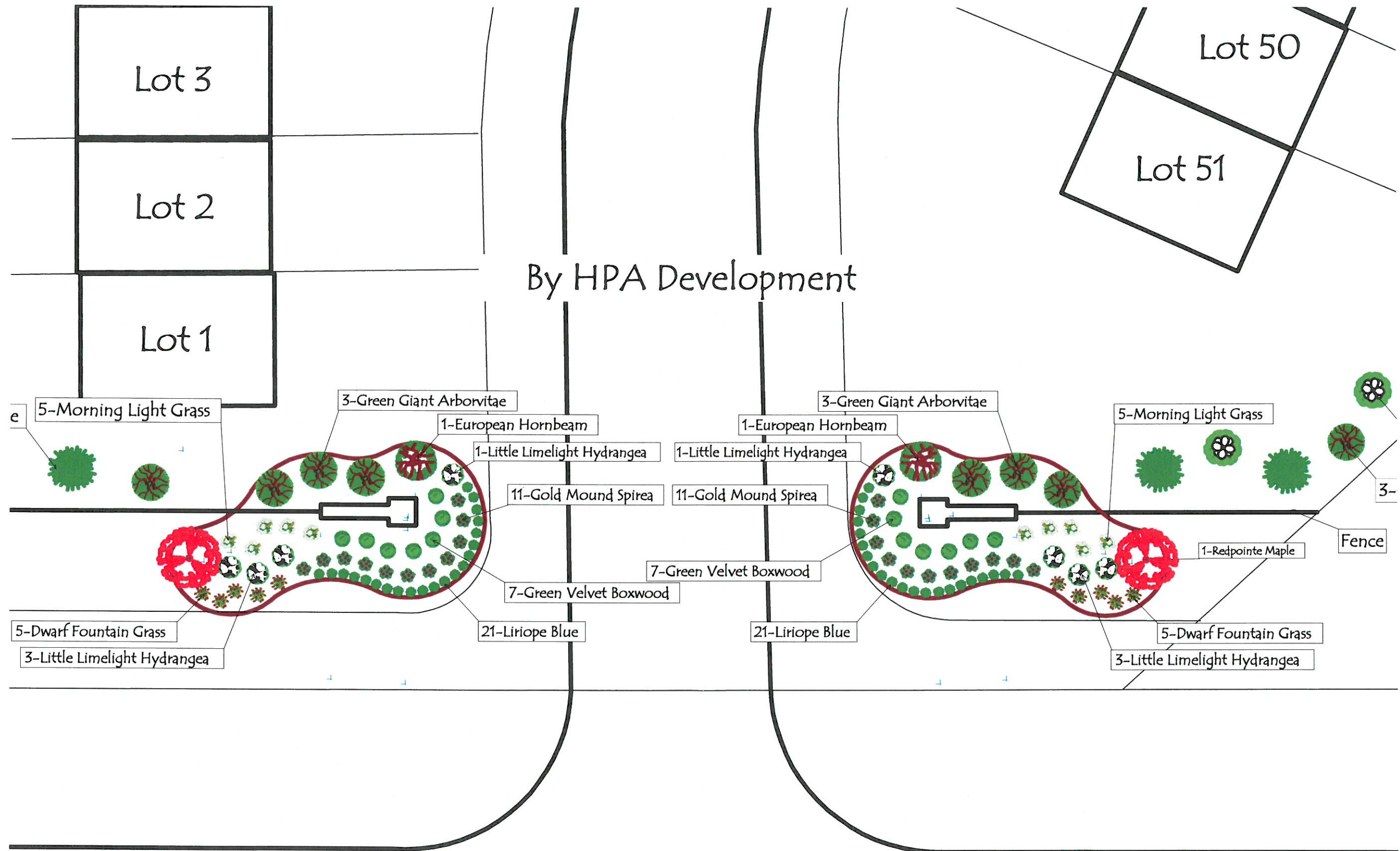
- 2 Red Pointe Maple 3"
- 2 European Hornbeam 3"
- 6 Green Giant Arborvitae 8-9'
- 14 Green Velvet Boxwood 18-21"
- 8 Little Lime Light Hydrangea #5
- 10 Morning Light Grass #3
- 22 Gold Mound Spirea #3
- 10 Dwarf Fountain Grass #3
- 42 Liriope Blue #1
- 24 cubic yards of topsoil
- 18 cubic yards of black dyed shredded mulch
- Deep edge beds
- 30 lbs. of herbicide
- 40 lbs. of fertilizer

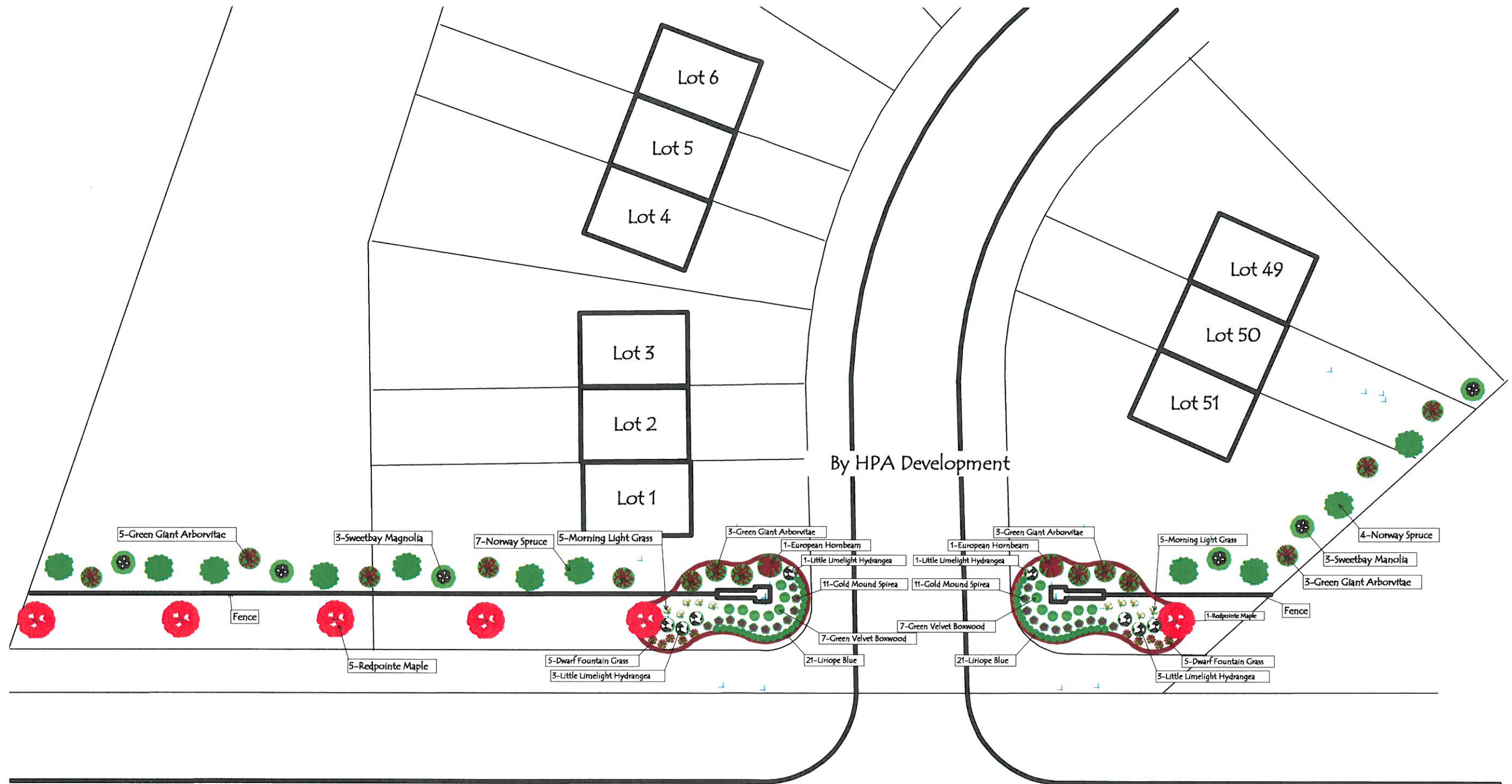
Screening

- 4 Red Pointe Maple 3"
- 11 Norway Spruce 7-8'
- 8 Green Giant Arborvitae 6-7'
- 6 Sweetbay Magnolia 7-8'
- 10 cubic yards of topsoil

*wst = With Sales Tax included

240 SENATE DRIVE • MONROE, OHIO 45050 • (513) 539-0300 • FAX: (513) 539-0400
robrihterlandscapinginc@gmail.com • robrihterlandscaping.com

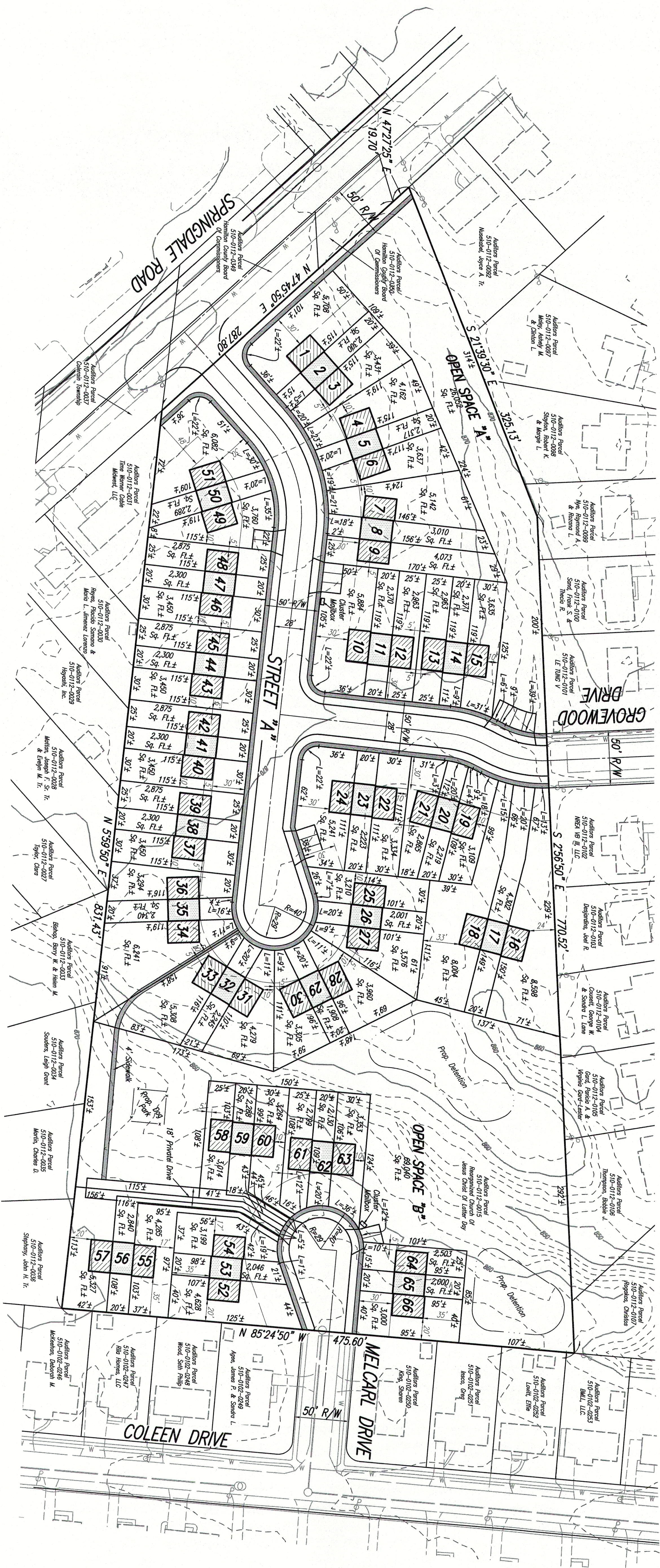




GRAPHIC SCALE

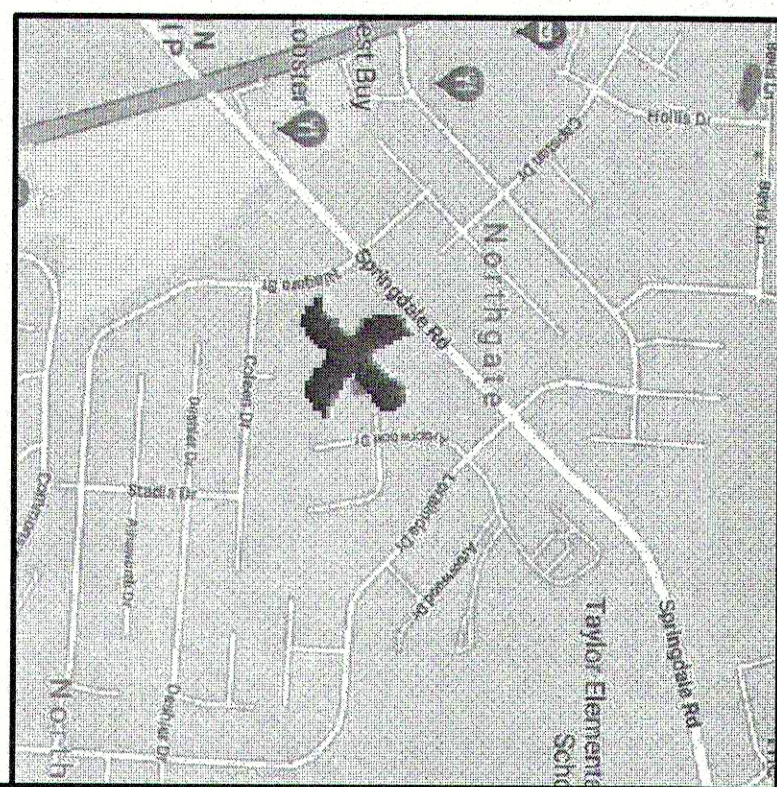
(IN FEET)

1 inch = 50 ft.



EX. ZONING = "R-6"
 MIN. FRONT YARD SETBACK = 30'
 MIN. SIDE YARD SETBACK = 15' TOTAL, 10' ONE SIDE
 MIN. REAR YARD SETBACK = 35'
 MIN. LOT AREA = 7,500 SQ. FT.
 MIN. LOT WIDTH = 65'
 PARKING PROVIDED:
 GARAGE SPACES = 66
 OFF STREET SPACES = 14
 TOTAL SPACES = 80

RECEIVED
NOV 06 2020
COLERAIR ZONING

VICINITY MAP

OHIO
Utilities Protection
SERVICE
Call Roger Mac Day
1-800-362-2766

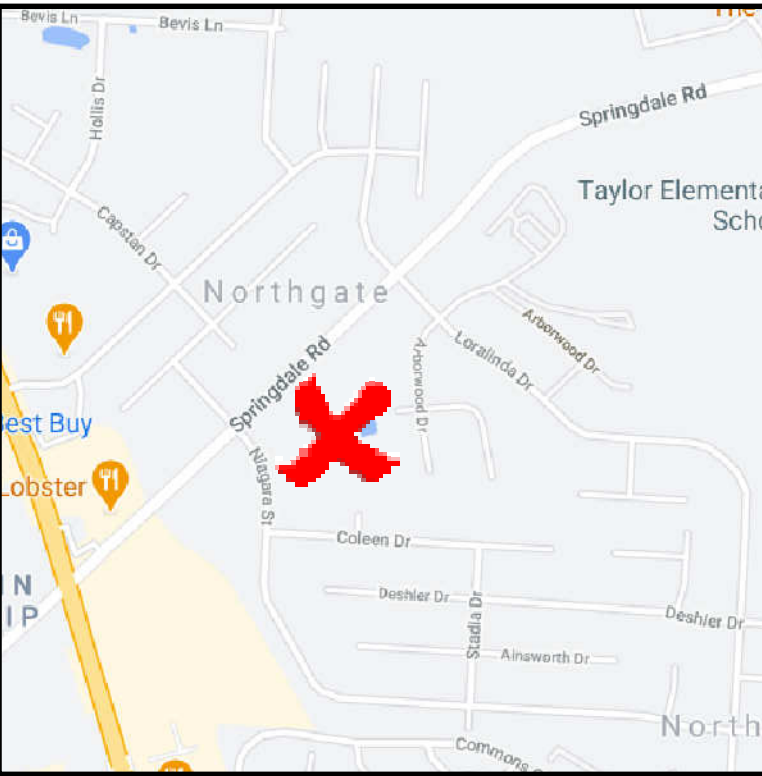
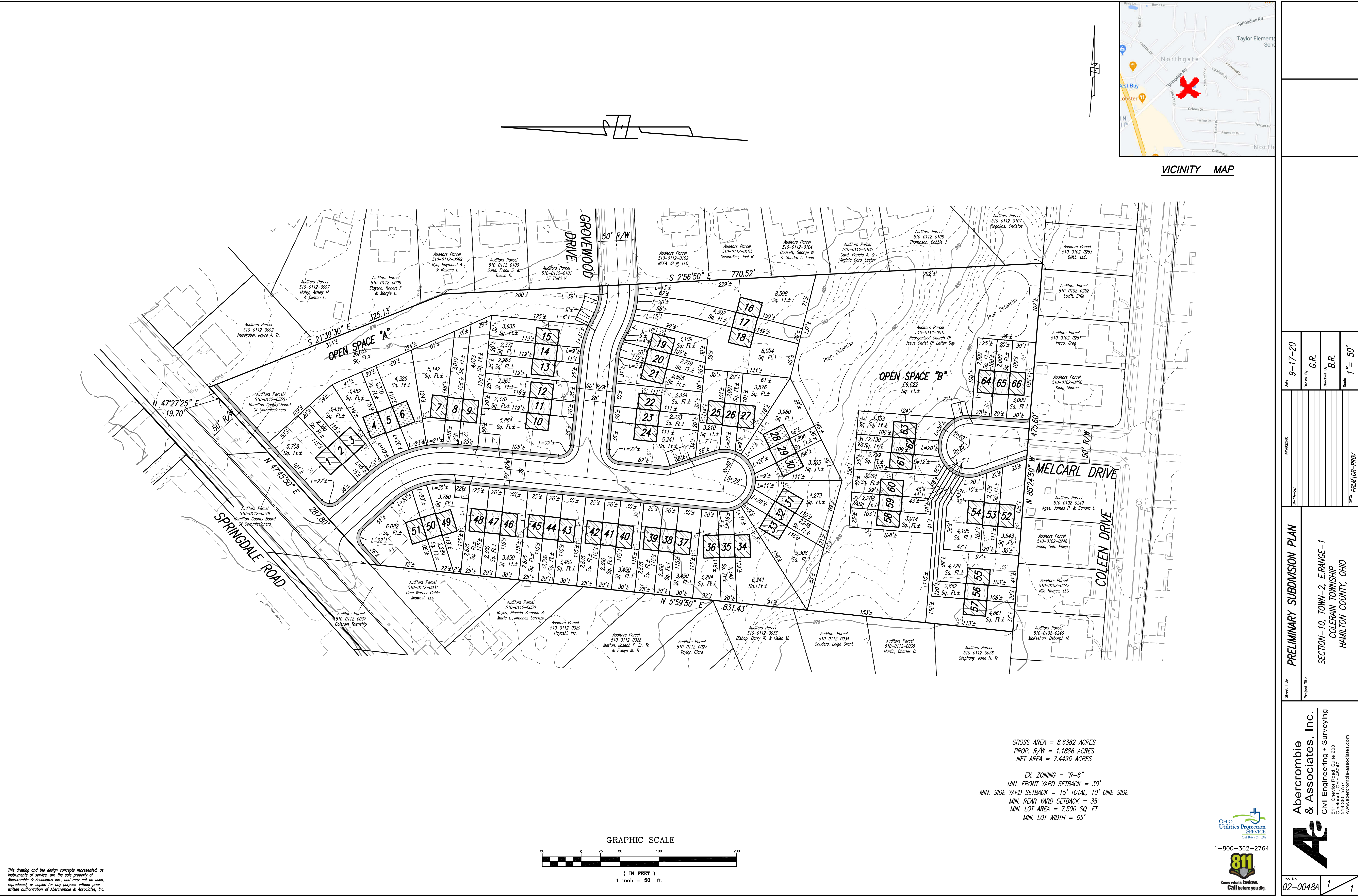


**Abercrombie
& Associates, Inc.**
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200
Cincinnati, Ohio 45247
513-385-5757
www.abercrombie-associates.com

Sheet Title	<i>PRELIMINARY P.U.D. PLAN</i>
Project Title	<i>SECTION-10, TOWN-2, E.RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO</i>

REVISIONS	Date
9-29-20	9-17-20
11-3-20	
	Drawn By
	G.R.
	Checked By
	B.R.
	Scale
DWG: PRLM\GR-PRDV	1" = 50'

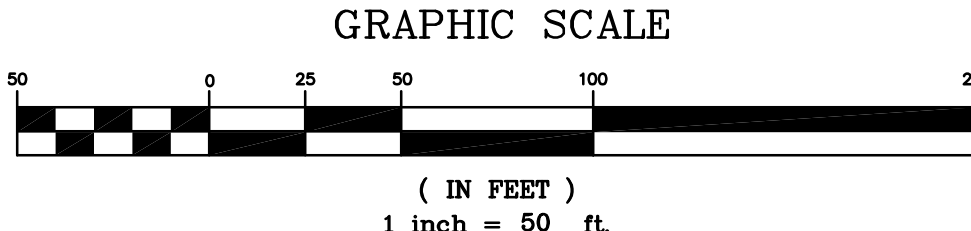
50 P. Huber 11-6-20



VICINITY MAP

GROSS AREA = 8.6382 ACRES
PROP. R/W = 1.1886 ACRES
NET AREA = 7.4496 ACRES

EX. ZONING = "R-6"
MIN. FRONT YARD SETBACK = 30'
MIN. SIDE YARD SETBACK = 15' TOTAL, 10' ONE SIDE
MIN. REAR YARD SETBACK = 35'
MIN. LOT AREA = 7,500 SQ. FT.
MIN. LOT WIDTH = 65'

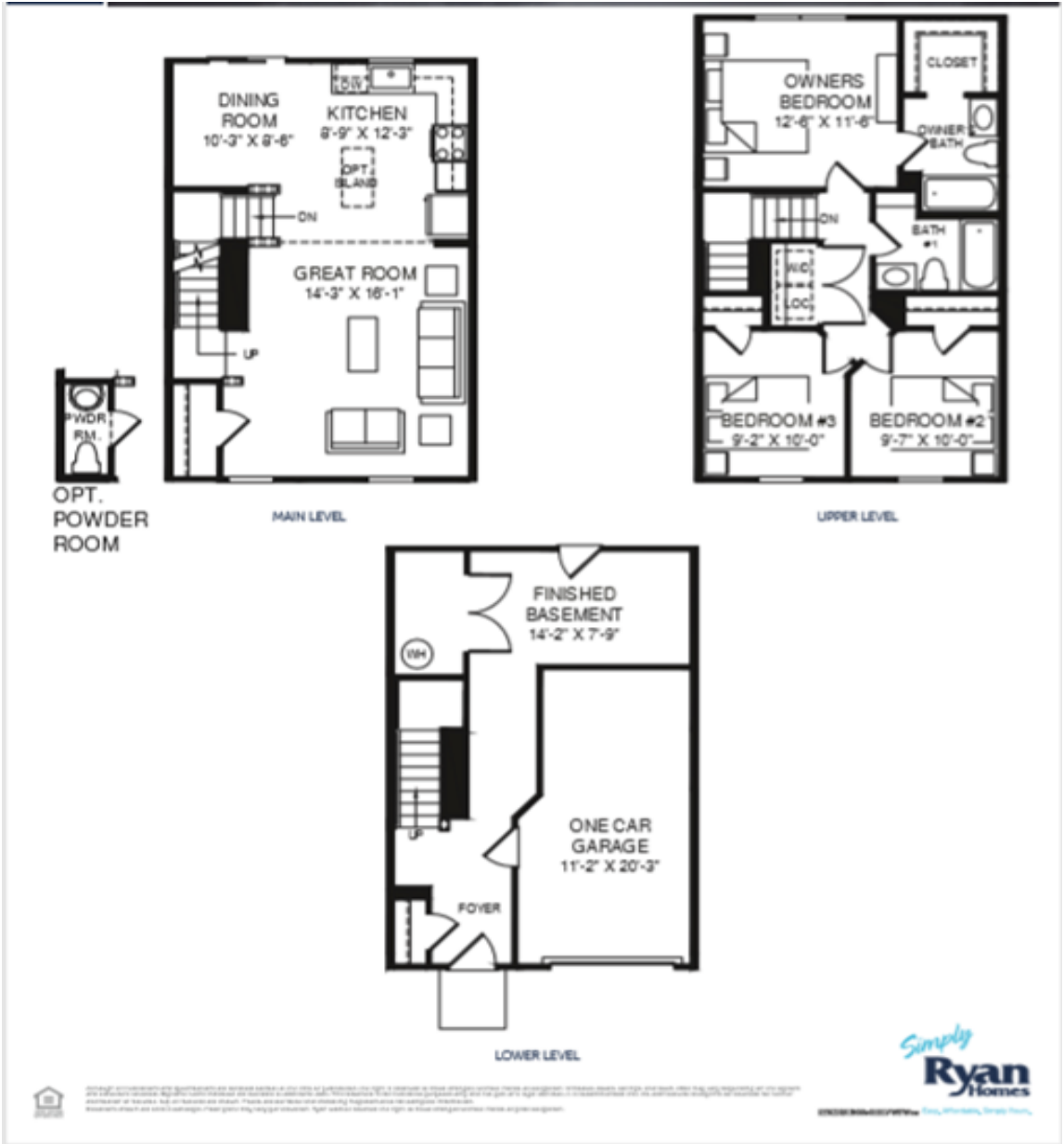


This drawing and the design concepts represented, as instruments of service, are the sole property of Abercrombie & Associates Inc., and may not be used, reproduced, or copied for any purpose without prior written authorization of Abercrombie & Associates, Inc.

Date 9-17-20		Drawn By C.R.		Checked By B.R.		Scale 1" = 50'	
REVISIONS		9-29-20					
PRELIMINARY SUBDIVISION PLAN				SECTION-10, TOWN-2, E RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO			
Sheet Title				Project Title			
Abercrombie & Associates, Inc. Civil Engineering + Surveying 8111 Chevalier Road, Suite 200 Chickadee, Ohio 45247 www.abercrombie-associates.com				Job No. 02-0048A			



JUNIPER TOWNHOME





MEMORANDUM

To: Mike Ionna, Colerain Township
From: Graham Parlin
Date: December 22, 2020
Re: 3431 Springdale Road – Rezoning Condition

Mike,

At the Zoning Commission meeting on 12/15, one of the conditions of the approval was for our organization to provide to the Township a list of some other projects that we have developed. Following is a list of local residential developments in which we have either developed ourselves, managed the development work or been associated with through an affiliated LLC:

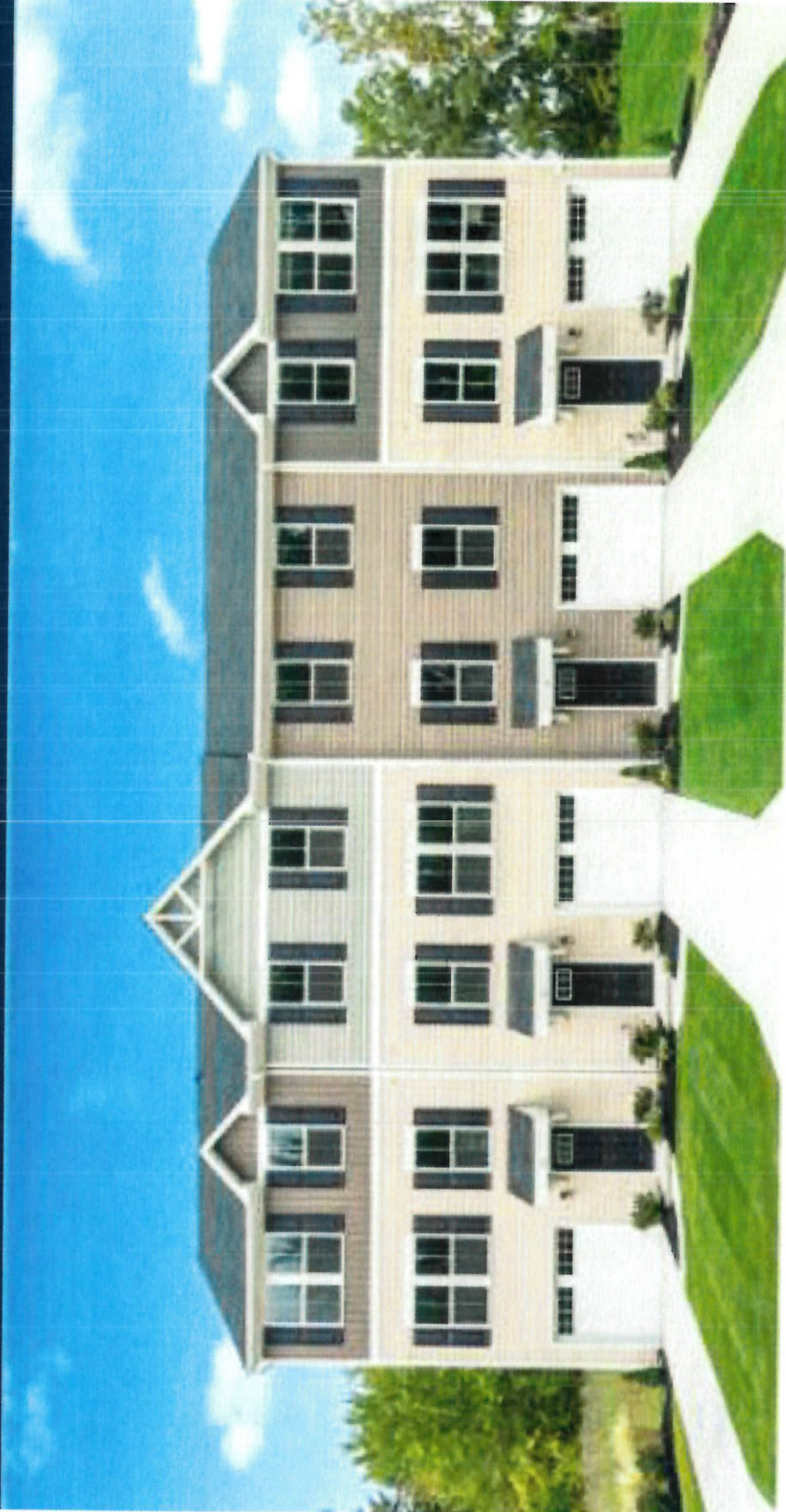
- Ambleside Meadows Subdivision – SR 42, City of Mason, Warren County, OH 45040 (315 Lots)
- Pine Bluffs Subdivision – Dry Run Road, Miami Township, Clermont County, OH 45150 (103 Lots)
- Union Station Subdivision – Bethel New Richmond Road, Village of New Richmond, Clermont County, OH 45157 (72 Lots)
- Reserves of Greycliff Subdivision – SR 131, Miami Township, Clermont County, OH 45150 (106 Lots)
- Grace Meadows Subdivision – Tylersville Road, West Chester Township, Butler County, OH 45069 (85 Lots)
- Riverside Bluffs Subdivision – Mason Morrow Milgrove Road, Village of South Lebanon, Warren County, OH 45036 (119 Lots)
- Shephard Woods Subdivision – Shephard Road, Union Township, Clermont County, OH 45103 (32 Lots)
- Bellasera Subdivision – Swigart Road, Sugarcreek Township, Greene County, OH 45440 (187 Lots)
- Woodbury Glen Subdivision – SR 132, Batavia Township, Clermont County, OH 45103 (177 Lots)

If you have any questions, or would like any additional information, do not hesitate to call.

Sincerely,

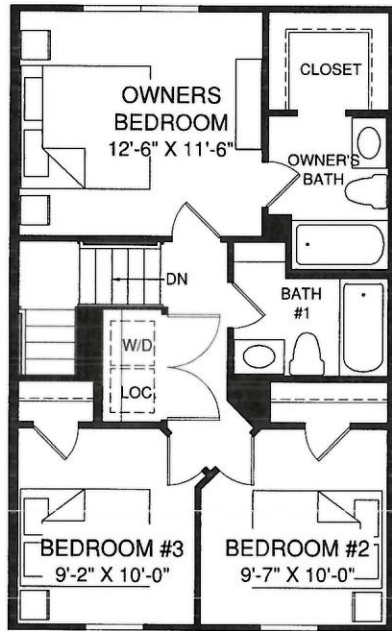
Graham S. Parlin
Vice President

JUNIPER TOWNHOME

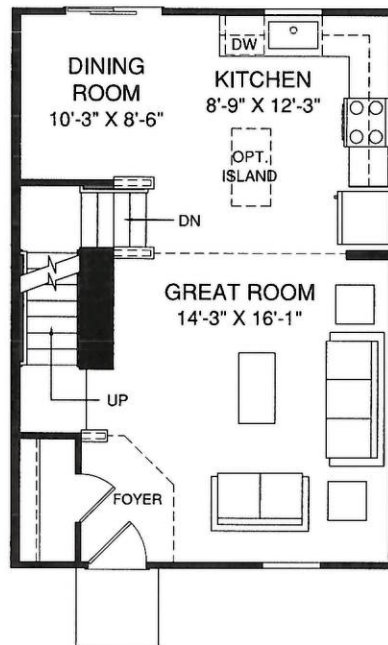
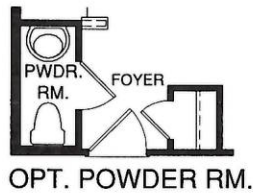


JUNIPER

LEVEL ENTRY



UPPER LEVEL



MAIN LEVEL

An unfinished basement is included. Please see brochure or online marketing material for details.



*Although all dimensions and floor plans are provided for informational purposes only, they are not intended to be used as a basis for construction. Dimensions and floor plans are subject to change without notice. Please see the actual floor plan and specifications for the most current information. ©2013 Ryan Homes. All rights reserved.

RY0120JUN00-01LEV

Simply
Ryan
Homes
Easy. Affordable. Simply Yours.

3431 Springdale Road - List of Adjacent Property Owners

	Property Owner	Street #	Street	City	State	Zip Code
1	LDO Nursing Home, LLC	3480	Springdale Road	Cincinnati	Ohio	45251
2	Bradley Bishop	3418	Springdale Road	Cincinnati	Ohio	45251
3	Time Warner Cable Midwest, LLC	3451	Springdale Road	Cincinnati	Ohio	45251
4	Placido Reyes & Maria Lorenzo	3459	Springdale Road	Cincinnati	Ohio	45251
5	Hayashi, Inc.	3465	Springdale Road	Cincinnati	Ohio	45251
6	Joseph & Evelyn Mattan	3471	Springdale Road	Cincinnati	Ohio	45251
7	Clara Taylor	3475	Springdale Road	Cincinnati	Ohio	45251
8	Barry & Helen Bishop	3492	Niagara Street	Cincinnati	Ohio	45251
9	Leigh Souders	3488	Niagara Street	Cincinnati	Ohio	45251
10	Charles Martin	3484	Niagara Street	Cincinnati	Ohio	45251
11	John Stephany	3482	Niagara Street	Cincinnati	Ohio	45251
12	Deborah McKeehan	3430	Coleen Drive	Cincinnati	Ohio	45251
13	Rila Homes, LLC	3420	Coleen Drive	Cincinnati	Ohio	45251
14	Seth Wood	3412	Coleen Drive	Cincinnati	Ohio	45251
15	James & Sandra Agee	9801	Melcarl Drive	Cincinnati	Ohio	45251
16	Sharen King	9802	Melcarl Drive	Cincinnati	Ohio	45251
17	Greg Insko	3382	Coleen Drive	Cincinnati	Ohio	45251
18	Effie Lovitt	3370	Coleen Drive	Cincinnati	Ohio	45251
19	BMILL, LLC	3360	Coleen Drive	Cincinnati	Ohio	45251
20	Christos Rogakos	9859	Arborwood Drive	Cincinnati	Ohio	45251
21	Bobbie Thompson	9867	Arborwood Drive	Cincinnati	Ohio	45251
22	Patricia & Virginia Gard	9873	Arborwood Drive	Cincinnati	Ohio	45251
23	George & Sondra Cousett	9881	Arborwood Drive	Cincinnati	Ohio	45251
24	Joel Desjardins	9887	Arborwood Drive	Cincinnati	Ohio	45251
25	NREA VB III, LLC	9895	Arborwood Drive	Cincinnati	Ohio	45251
26	Tung Le	9901	Arborwood Drive	Cincinnati	Ohio	45251
27	Frank & Thecia Sand	9909	Arborwood Drive	Cincinnati	Ohio	45251
28	Raymond & Rozana Nye	9917	Arborwood Drive	Cincinnati	Ohio	45251
29	Robert & Margie Stayton	9925	Arborwood Drive	Cincinnati	Ohio	45251
30	Ashley & Clinton Maley	9933	Arborwood Drive	Cincinnati	Ohio	45251
31	Dennis Leisgang	3419	Springdale Road	Cincinnati	Ohio	45251

HPA DEVELOPMENT GROUP INC

9091 MONTGOMERY RD
CINCINNATI, OH 45242-7733

03-07

3297

6-12/410
104

CHECK ARMOR
FRAUD PROTECTION

DATE 11/3/20

PAY
TO THE
ORDER OF

Coleman Township

\$ 2,641.50

Two Thousand Six Hundred Forty One and 50/100

DOLLARS

Photo
Safe
Deposit®
Details on back

PNC BANK

PNC Bank, N.A. 070

FOR 3431 Springdale Rd - PD Application

Graben Stark

⑈003297⑈ ⑆041000124⑆ 4210113757⑈

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

Case No.: ZA Date Filed: 11/3/20

Date of Preliminary Hearing (if applicable): 12-15-20

Request Change from: R-6 to: PD - Planned Development

Township: Colerain Book: 510 Page: 0112 Parcels: 0015-00

Physical location of property (address or brief description if no address assigned):
3431 Springdale Rd.

Name of Applicant: HPA Development Group, Inc.

Telephone No.: 513-793-2400 Email Address: gpartin@hpadg.com

Address: 9091 Montgomery Road

City: Cincinnati State: OH Zip: 45242

*Name of Owner(s): Reorganized Church of Jesus Christ of Latter Day Saints

Telephone No.: 513-608-7851 Email Address: VCF@fuse.net

Address: 3417 Woodlake Court

City: Loveland State: OH Zip: 45140

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

1. (See attached)
2. _____
3. _____

(attach separate sheet if necessary for additional parcels)

Signatures: [Signature] Date: 11/3/20

Applicant: [Signature] Date: 11/03/2020

*Owner: Vernon Foster Date: 11/03/2020

*Owner: _____ Date: _____

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

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

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

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

RECEIVED

NOV 03 2020

COLERAIN ZONING

3431 Springdale Road - List of Adjacent Property Owners

	Property Owner	Street #	Street	City	State	Zip Code
1	LDO Nursing Home, LLC	3480	Springdale Road	Cincinnati	Ohio	45251
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11	John Stephany	3482	Niagara Street	Cincinnati	Ohio	45251
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29	Robert & Margie Stayton	9925	Arborwood Drive	Cincinnati	Ohio	45251
30	Ashley & Clinton Maley	9933	Arborwood Drive	Cincinnati	Ohio	45251
31	Dennis Leisgang	3419	Springdale Road	Cincinnati	Ohio	45251

NOV 03 2020

COLERAIN ZONING

3431 Springdale Road - PUD Application Fees

Legal Ad	1	LS	\$ 30.00	\$ 30.00
Adjacent Owners	31	EA	\$ 0.50	\$ 15.50
Filing Fee	150	AC	\$ 8.64	\$ 1,296.00
Filing Fee	1	LS	\$ 1,300.00	\$ 1,300.00

\$ 2,641.50

RECEIVED
NOV 03 2020
COLERAIN ZONING

PUBLIC SERVICES

Department: Public Services

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

Motion to Accept Capital Grant Funding in the Amount of \$500,000 and to Authorize the Township Administrator to Sign all Related Agreements, including the State-Local Project Agreement.
Recommend ADOPTION of the Motion.

Rationale:

The state of Ohio recently signed the Capital Budget Bill, which included \$500,000 to fund phase two of the Megaland Replacement Project at Colerain Park. This motion will allow the Township Administrator to execute all related agreements with the State of Ohio to ensure funding is able to be received by the Township for this project. Attached is the local agreement template, which will be filled out by ODNR in the coming weeks.

There is no match requirement associated with this grant. Phase two was included in the original contract authorized by the Board of Trustees with Logan Creek at the September 22, 2020 Board of Trustee Meeting. These dollars were also anticipated and included in the 2021 Budget.

SAMPLE STATE LOCAL AGREEMENT

Capital Improvement Community Park, Recreation/Conservation Project Pass Through Grant Agreement Ohio Department of Natural Resources

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("ORC") and House Bill No. 481, 133rd General Assembly of the State of Ohio and the xxxxx, an Ohio {political subdivision or nonprofit} (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Program Manager
Email: timothy.robinson@dnr.state.oh.us

(b) with respect to the Project Grantee:

xxxxx
Street address
City, Ohio zip

Attn: title of contact
Email:

Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 481, the 133rd General Assembly of the State of Ohio has appropriated funds in the amount of xxx Dollars (\$xxxxx.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'xxxxxx', (hereinafter referred to as "Project"). Furthermore, \$xxx of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is _____; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under ORC section 154.22(F), as the fund from which these monies will be disbursed; and.

WHEREAS, pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and

otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds;

NOW THEREFORE, for the purposes of providing the funds to the Grantee pursuant to House Bill No. 481 of the 133rd General Assembly, the parties hereto covenant and agree as follows:

1. FUNDING AMOUNT. ODNR agrees to provide the Grantee xxxxxx Dollars (\$xxxx.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. xxxx Dollars (\$xxx.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed xxxxx Thousand Dollars (\$xxx.00). Funds for this Project have been released by the Controlling Board as of _____, and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of ORC Section 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.

2. PROJECT DESCRIPTION. The Grantee shall use the grant funds for 'xxxxx', a project to xxxxx, all as more fully described in Exhibit A attached hereto.

3. EFFECTIVE AND TERMINATION DATES. This Agreement commences on the date that it is approved by ODNR(the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2022.

4. NO RESTRICTIONS OF RECORD. Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). Grantee represents that it is the fee simple owner, or has a lease, exclusive easement or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map. Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as a public park and recreation or conservation facility.

5. CONSTRUCTION SERVICES. Grantee represents that it will contract for all construction services for the Project, and will provide construction administration. Grantee shall have the full

authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

6. OPERATION, MAINTENANCE, AND UPKEEP. Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").

7. REMITTANCES. If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

8. COPY WITH REMITTANCE. Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

9. CONVEYANCE OF INTEREST IN PROJECT TO ODNR. As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall be in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. PROHIBITION AGAINST DISPOSITION. Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215

Attn: Assistant Secretary

11. WAIVER OF LIABILITY. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of the Property or any future condition, construction, operation, maintenance or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials and attorneys arising from, or relating to, the Project.

12. INSURANCE. Unless otherwise agreed by ODNR, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including, casualty insurance, and if applicable, professional liability insurance and builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.

13. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. PUBLIC FUNDS COMPLIANCE. Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with ORC Chapter 135.

15. REPORTS AND RECORDS. Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively

by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

16. RESTRICTIONS ON EXPENDITURES. Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.

17. DETERMINATION OF INELIGIBILITY. If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

18. NO FINDING FOR RECOVERY. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under ORC Section 9.24, or that it has taken appropriate remedial steps required under ORC Section 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT. Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and ORC Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for the Project, using funds provided by the legislature in House Bill No. 481 of the 133rd General Assembly.

20. PROJECT NONDISCRIMINATION. Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

21. EMPLOYMENT NONDISCRIMINATION. Grantee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. Grantee shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of ORC Section [122.71](#). Annually, Grantee shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Ohio Department of Administrative Services. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State setting forth the provisions of this non-discrimination clause.

22. ODNR RIGHT TO TERMINATE. ODNR reserves the right to terminate this Agreement and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and ORC Chapter 154 and all other laws that apply to expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

24. CAMPAIGN CONTRIBUTIONS. Grantee hereby certifies that if it is an individual, partnership, association, including, without limitation, a professional association organized under ORC Chapter 1785, neither Grantee nor any of Grantee's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions to the governor or the governor's campaign committees in excess of the limitations specified in ORC Section 3517.13. Grantee hereby certifies that if it is a corporation or business trust, except a professional association organized under ORC Chapter 1785, neither it nor any owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of the limitations specified in ORC Section 3517.13 to the governor or the governor's campaign committees. If Grantee is a political subdivision, Grantee shall not award any contract in violation of ORC Section 3517.13.

25. EQUAL OPPORTUNITY COMPLIANCE. If Grantee is a political subdivision, Grantee shall comply with the requirements of ORC 125.111 for all contracts for purchases under the Project.

26. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

27. ETHICS CERTIFICATION. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

28. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

29. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- f. Execution. This Agreement is not binding upon ODNR unless executed in full.

- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- h. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to ORC Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

30. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

31. OPEN TRADE: Pursuant to ORC Section 9.76 (B) Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

FOR THE GRANTEE:

XXXXX

Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

John Kessler

Chief, Office of Real Estate & Land Management

Ohio Department of Natural Resources

Date: _____

PLANNING & ZONING

Department: Planning & Zoning

Department Director: Mike Ionna, Director - Planning and Zoning

Resolution to Approve Zoning Case ZA2020-06 Changing The Zoning On The Site Located At 3431 Springdale Road From R-6 (Urban Residential) to PD-R (Planned Development - Residential) To Allow For The Construction Of 66 Townhomes

Recommend ADOPTION of the Resolution.

Rationale:

Staff is recommending approval of a resolution approving the zone change on the site in question from R-6 to PD-R.

The Colerain Township Zoning Commission, following the public hearing held on December 15, 2020 voted to provide a favorable recommendation of the proposed zone change to the Colerain Township Board of Trustees subject to the conditions in the proposed resolution. See attached documents for additional information. To view all case materials, please visit the now pending page on the Colerain Township Planning:

<https://www.colerain.org/185/Zoning-Commission>

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 12th day of January, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matt Wahlert

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

RESOLUTION NO. _____-20

Case No. ZA2020-06

3431 Springdale Road

Approval of a Re-Zoning Request

From R-6 Urban Residential to PD-R (Planned Development – Residential)

Parcel 510-0112-0015-00

WHEREAS, the Applicant, Redwood USA, LLC on behalf of KVR LLC and Equity Trust Company, has submitted an application for a Zoning Map Amendment for the re-zoning of the property located at 10511 Pippin Road from R-6 (Urban Residential) to PD-R (Planned Development – Residential); and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the application on December 15, 2020, and after staff presentation, public comments, exhibits, and other materials submitted, voted 3-2 to recommend approval of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on January 12th, 2021, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted 3-2 to approve the application for the Zoning Map Amendment request from R-6 (Urban Residential) to PD-R (Planned Development – Residential).

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Colerain Township, Hamilton County, Ohio accepts the recommendation of the Colerain Township Zoning Commission for a Zoning Map Amendment and corresponding variance requests, and that the Board of Trustees does hereby approve the request for Parcel 510-0112-0015-00, subject to the following conditions:

- a. That a Landscape Plan be provided at the Final Development Plan that sufficiently addresses preservation of existing tree canopy, preservation of existing open space in addition to the provision of additional landscaping and plantings needed to provide proper screening of the development from the surrounding single-family residential dwellings.
- b. That the final building elevations shall be in keeping with the designs and materials contained within the submitted application of the Preliminary Development Plan.

- c. That a Homeowners Association (HOA) be established and maintained into perpetuity to ensure proper maintenance of the site as well as the open space.
- d. That the Homeowners Association (HOA) establish a restriction where 15% percent or less of the units be used for rental.
- e. That the applicant, to the greatest extent possible, relocate the off-street parking located adjacent to Lot 15 into another part of the Development.
- f. All Fire Hydrants shall be installed per the Cincinnati Water Works / Hamilton County requirements.
- g. That the proposal meets all requirements of the Hamilton County Engineer prior to the approval of the Final Plat.
- h. That the proposal meets all requirements of Hamilton County Department of Soil and Water prior to the approval of the Final Plat.
- i. That a list of projects from the developer be provided prior to the Trustee meeting.
- j. That the variances from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building be approved.
- k. That the variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet in the minimum requirement be approved.

The Board of Trustees of Colerain Township, Hamilton County, Ohio approve the change in zoning on the site in question for the reason that the Zoning Map Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and,

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

- 1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Inspector.
- 2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
- 3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
- 4. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this 12th day of January, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matt 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 12th day of January, 2021.

Jeff Baker
Colerain Township Fiscal Officer



JANUARY 12, 2021

**STAFF REPORT
BOARD OF TRUSTEES**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2020-06
Location: 3431 Springdale Road
Applicant: HBA Development Group, INC
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW & ACTION

The applicant has submitted a request for a Zone Change on the site from R-6 (Urban-Residential) to PD-R (Planned Development-Residential) along with a Preliminary Development Plan Review to allow for the construction of 66 townhome units on the site. The ownership structure of the proposal is similar to a private condominium style of ownership where individual owners own their property with a Homeowners Association (HOA) governing specific community rules and regulations intended for the ongoing preservation of quality within the development. This action for this request is a review by the Zoning Commission who make a recommendation to the Board of Trustees. Final action is taken at the Trustee level.

SECTION B – ZONING REVIEW PROCESS / PERTINENT REVIEW HISTORY

The site in question is currently zoned PD-R (Planned Development – Residential). The purpose of the PD Planned Development District is to:

- (A) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (B) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (C) Encourage sound planning principles in the arrangement of buildings, the preservation of open-space, the utilization of topography and other site features;
- (D) Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and
- (E) Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.

The process for development within a PD-R Zone is as follows (Section 4.5):

1. Submission of a Preliminary Development Plan (Current Status of Application)
 - Zoning Commission public hearing and recommendation
 - Township Board of Trustees hearing and final action
2. Submission of a Final Development Plan

- Zoning Commission review and final action
- 3. Submission of a Subdivision Plat and Public Improvement Drawings to Hamilton County Regional Planning Commission (if applicable)
- 4. Submission of a Zoning Certificate Application for administrative approval.

This application pertains to item number 1 in the timeline described above.

SECTION C - SITE LOCATION AND BACKGROUND

The site in question, containing an approximate area of 8.6 acres, is located along the south side Springdale Road as well as the terminus Colina Drive and Grovewood Drive. The site is mostly wooded and contains no structures. A small stream bisects the southern portion of the property from the north of the property. There is no public sidewalk on the Springdale Road frontage of the site.

FIGURE 1 - LOCATION MAP



SECTION D – SITE HISTORY

The property appears to have contained two single-family homes which were demolished prior to 1996 according to aerial photography. The property was purchased by the Reorganized Church of Jesus Christ of Latter Day Saints in 2008 (now known as the Community of Christ Church). Churches are a Conditional Use in the R-6 Urban Residential District. There are currently no zoning permit records on file that are associated with this property or any use thereof.

The Arborwood Planned Development bordering the subject property to the east was approved by the Rural Zoning Commission in 1970. This development contained 273 multi-family and 115 single-family residential units, a day care center and small strip commercial center. The Taylor's Point nursing home located on the north side of Springdale Road across from the subject property was approved as a Planned Development-Residential by the Zoning Commission and Trustees in 2004. The approval was for a 92-bed facility with a combination one-floor and two-floor building.

In early 2020, an application was submitted on a 545 unit multi-family development that made use of Low-Income Housing Tax Credit (LIHTC) subsidies. LIHTC subsidies are used for the acquisition, construction, and rehabilitation of affordable rental housing for low- and moderate-income tenants. State housing agencies then award the credits to private developers of affordable rental housing projects through a competitive process. The Zoning Commission provided a favorable recommendation of the proposed development

SECTION E - CURRENT ZONING & EXISTING LAND USE

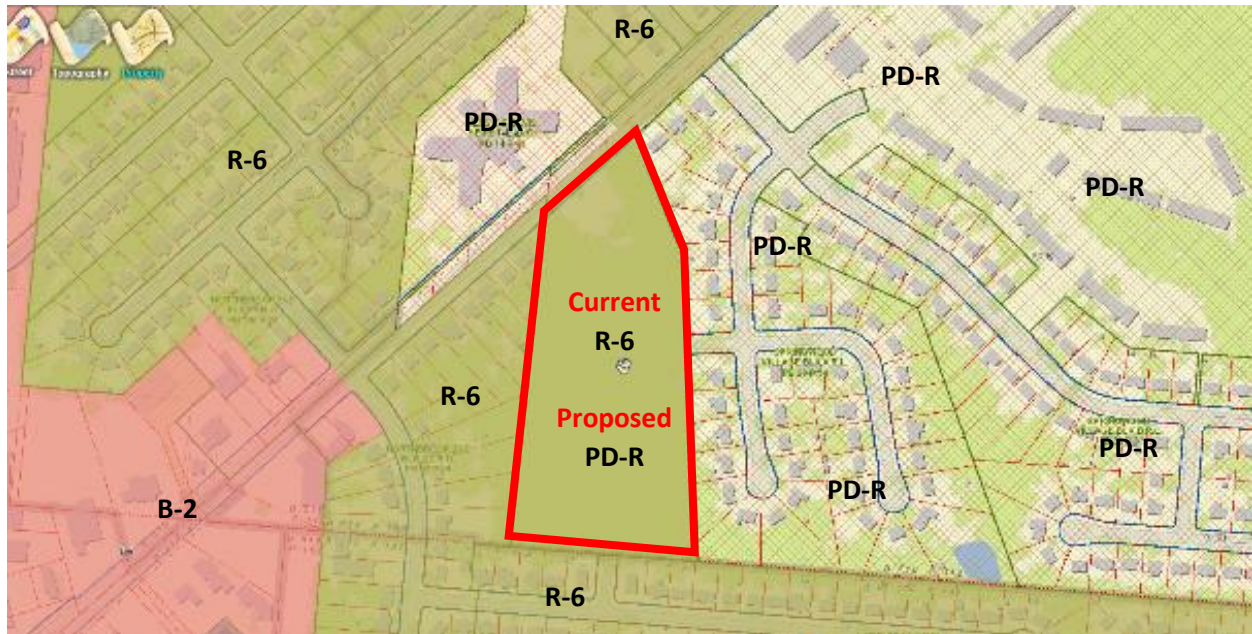
TABLE 1 – ZONING AND LAND USE ANALYSIS

	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	CURRENT USE
Subject Property	R-6	7,500 sq ft / unit	N/A	Vacant
NORTH	PD-R	Approved in Plan	N/A	Nursing Home
SOUTH	R-6	7,500 sq ft / unit	N/A	Single Family
EAST	PD-R	Approved in Plan	N/A	Single Family, Multi-Family
WEST	R-6	7,500 sq ft / unit	N/A	Single Family

The site in question is currently zoned R-6. The R-6 (Urban Residential District) is intended to provide for a mixture of residential housing types at a moderate density. Housing units in this district may include detached housing or housing where units are attached through common walls, but not floors, and are served by water and sewer services. The list of permitted uses include single-family (attached or detached), two-family, three-family and four-family. Area and height requirements, along with development density are discussed at the end of Section F.

Report continues on next page

FIGURE 2 – CURRENT ZONING MAP



SECTION E – COMPREHENSIVE PLAN

The site in question is located within the Colerain Character Area of the current Comprehensive Plan. The plan states that attached housing such as what is proposed is appropriate in this area. The plan also provides the following policies:

1. The density of any new residential uses should reflect developments of similar uses within the character area.
2. Single-family subdivisions should gain access from streets other than Colerain Avenue.
3. General commercial and office uses are appropriate provided they do not extend further to the east and west along the arterials feeding off Colerain Avenue.
4. Industrial uses are not appropriate in this area of Colerain Avenue but are appropriate in other areas along Colerain Avenue, south of West Galbraith Road.
5. Encourage the development of a mixed-use development or town center along the Colerain Avenue corridor that will incorporate a pedestrian scale environment with a mixture of commercial, office and high-density residential uses. Such a development should be designed to create a focal point for the Township.

SECTION F - DEVELOPMENT PLAN REVIEW

The applicant indicated the following through the submittal of their application and corresponding items (attachments included within this report):

1. Construction of 66 townhomes on the site. Development occurs in buildings that contain three townhomes units per building. All townhomes are located on one lot in order to be consistent the protocol for real estate sales processes and procedures of the applicant which state that Each unit must be on its own lot.
2. Development is contained within two areas on the site plan, a north and south section. Both sections are divided by topography and geographically by a stream.
3. There are two “flag lot” style areas on the development plan that access two buildings each containing 3 units.
4. There are two open space lots which account for approximately 25 percent of the development site.
5. Two detention areas are shown on the open space lots
6. Vehicular access is provided via:
 - a. A new curb cut located along Springdale Road extending to Grovewood Drive
 - b. An extension at the terminus of Colina Drive. The extension would create a cul-de-sac form the existing stub street terminus.
7. Parking is as follows:
 - a. On-site parking is provided for each unit through the use of a garage and a driveway.
 - b. Off-street parking areas are located in pods throughout the development providing a total of 12 off-street parking spaces
 - c. On-street parking is provided in the right-of-way of the street in the development.
8. A pathway connects the north and south areas of the development
9. A small dog play area is provided along the pathway in the southern section of the development
10. The unit mix will feature all 3-bedroom townhomes. Each unit will feature the following amenities:
 - a. 2 bathrooms or 2 bathrooms and a half bathroom
 - b. 1 car attached garage
 - c. Kitchen, dining room, great room, basement, storage room
11. The exterior materials of each unit are composed of brick, masonry, and vinyl, vinyl shake and board and batten
12. A landscape plan has been submitted featuring the following:
 - a. Provision of landscaping along the Springdale Road consisting of trees and shrubs
 - b. Provision of a landscaped gateway into the site at the Springdale Road curb cut
 - c. Provision of a stone masonry sign at the Springdale Road curb cut

13. The proposed development standards of the submitted development plan compared to the existing zoning is as follows:

	Current R-6 Standard	Proposed Standard *
Minimum lot size	7,500 sq ft	As shown on plan
Minimum lot width	65 ft.	**
Minimum front setback	30 ft.	30 ft.
Minimum side yard	15 ft. total, 10 ft. one side	15 ft. total, 10 ft. one side
Minimum rear yard	35 ft.	35 ft.
Maximum building height	3 floors	3 floors
Development Density	5.8 Dwelling units per acre	7.67 Dwelling units per acre

* In order to maintain consistency in the review of the development, the data being provided is based on the buildings as a group of the three lots contained therein and not the individual units / lots themselves.

** All buildings, each containing their subsequent 3 units and corresponding lots as a group meet the minimum

SECTION G – REQUESTS

1. Zone Change and Preliminary Development Plan to allow for the construction of the project as proposed.
2. Variance from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building.
3. Variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet in the minimum requirement.
4. Variance from the setback requirements for off-street parking pod adjacent to unit 15. The requirement is a 50 feet setback from the adjacent single-family lot on Grovewood Drive and the proposal shows approximately 8-9 feet.

SECTION H - STATUTES

Section 4.5 states that the following criteria shall serve as conditions that should be satisfied before the approval of the preliminary development plan:

- (1) The PD District and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and Colerain Township Comprehensive Plan;
- (2) The proposed uses will have a beneficial effect on the community;
- (3) The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network.

- (4) The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development;
- (5) The minimum common open space areas have been designated and shall be duly transferred to a legally established Homeowners Association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasipublic agency as provided in Subsection 9.3.7 (Common Open Space).
- (6) The preliminary development plan is consistent with the intent and purpose of this Resolution and, in particular, the furtherance of the purpose of the PD District as set forth in Section 9.3.1.
- (7) The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.

SECTION I - RECOMMENDATION

Staff provides the following recommendation:

1. **APPROVAL** of the Zone Change and Preliminary Development Plan to allow for the construction of the project as proposed, subject to the following conditions:
 - a. That additional landscape be provided along the perimeter of the development to ensure proper screening from adjacent single-family residential dwellings.
 - b. That the final building elevations shall be in keeping with the designs and materials contained within the submitted application of the Preliminary Development Plan.
 - c. That a Homeowners Association (HOA) be established and maintained into perpetuity to ensure proper maintenance of the site as well as the open space.
 - d. That the applicant, to the greatest extent possible, relocate the off-street parking located adjacent to Lot 15 into another part of the Development.
 - e. All Fire Hydrants shall be installed per the Cincinnati Water Works / Hamilton County requirements.
 - f. That the proposal meets all requirements of the Hamilton County Engineer prior to the approval of the Final Plat.
 - g. That the proposal meets all requirements of Hamilton County Department of Soil and Water prior to the approval of the Final Plat.
2. **APPROVAL** of the variances from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building.
3. **APPROVAL** of the Variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet is the minimum requirement.
4. **DENIAL** of the Variance from the setback requirements for off-street parking pod adjacent to unit 15. The requirement is a 50 feet setback from the adjacent single-family lot on Grovewood Drive and the proposal shows approximately 8-9 feet.

SECTION J – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

1. The plan is consistent with the comprehensive plan which states that townhome development is appropriate for the site. The proposed density, character and form of the development, as conditioned, is also generally consistent with the land used located within the immediate and peripheral areas of the site.
2. The proposed townhomes will provide a housing type option, owner occupied attached housing, that fills a gap and is not currently readily available in the Township.
3. The proposed street extensions connect to the existing street network in a manner that is consistent with the required findings of the Zoning Resolution.
4. The proposed development has direct access to Springdale Road which is a County thoroughfare of sufficient capacity to serve the development. The proposal was forwarded to the Hamilton County Engineer for comment and the response is attached.
5. All open space, per the conditions of approval, will be preserved and maintained by a Homeowners Association.
6. The proposal is consistent with the intent and purpose of the Zoning Resolution for Planned Development.
7. The plan has been distributed to other applicable agencies with no responses sent to recommend denial of the proposal. The following are their responses:

Hamilton County Storm Water & Infrastructure

- No comments

Colerain Township Fire Department

- Attached

Hamilton County GIS

- No comments

Hamilton County Soil & Water Conservation District

- Attached

ODOT

- N/A

Hamilton County Engineer

- Attached.

Metropolitan Sewer District

- Attached

8. With regard to the variance for the internal unit / lot setbacks and minimum lot widths, staff finds approval to be appropriate as it would create a hardship on the applicant for sale of the townhomes. The character, form and function of the lots and buildings as proposed does not allow for a circumvention of the intent of the current zoning regulations.
9. The proposed variance for the reduction in unit width is appropriate as it allows the developer to construct a product that is consistent with their current architectural plan set without allowing too great of a circumvention of the Zoning Resolution.

Department of Planning and Zoning

4200 Springdale Road
Colerain Township, OH 45251

10. Disapproval of the off-street parking is warranted as the request would allow too great of a circumvention of the current zoning regulations.

SECTION I – ZONING COMMISSION ACTION

On January 12th, 2021, and after consideration of all public comments, exhibits, and other materials submitted, the Zoning Commission voted 3-2 to approve the application for the Zoning Map Amendment request from R-6 (Urban Residential) to PD-R (Planned Development – Residential) subject to the following conditions:

- a. That a Landscape Plan be provided at the Final Development Plan that sufficiently addresses preservation of existing tree canopy, preservation of existing open space in addition to the provision of additional landscaping and plantings needed to provide proper screening of the development from the surrounding single-family residential dwellings.
- b. That the final building elevations shall be in keeping with the designs and materials contained within the submitted application of the Preliminary Development Plan.
- c. That a Homeowners Association (HOA) be established and maintained into perpetuity to ensure proper maintenance of the site as well as the open space.
- d. That the Homeowners Association (HOA) establish a restriction where 15% percent or less of the units be used for rental.
- e. That the applicant, to the greatest extent possible, relocate the off-street parking located adjacent to Lot 15 into another part of the Development.
- f. All Fire Hydrants shall be installed per the Cincinnati Water Works / Hamilton County requirements.
- g. That the proposal meets all requirements of the Hamilton County Engineer prior to the approval of the Final Plat.
- h. That the proposal meets all requirements of Hamilton County Department of Soil and Water prior to the approval of the Final Plat.
- i. That a list of projects from the developer be provided prior to the Trustee meeting.
- j. That the variances from the minimum lot width as well as variances from the side yard setbacks of the interior lots to allow for the proposed development to occur within individual lots within one building be approved.
- k. That the variance from the minimum width of a dwelling unit to allow for the construction of 20 feet wide units where 22 feet in the minimum requirement be approved.

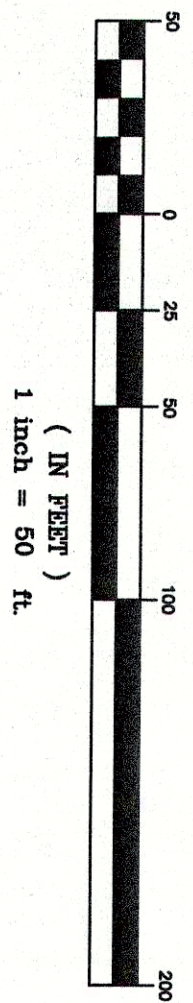
The recommendation of the Zoning Commission was based on the comments and findings outlined within the staff report and presented during the meeting.



SECTION I – ADDITIONAL COMMENTS

It should be noted that approval of this Preliminary Development Plan locks in the site plan and all corresponding proposal information as contained herein this staff report as well as in what has been submitted by the applicant. Once approved through a final action by the Board of Trustees, any deviation or change must follow the review and approval processes outlined in Section 4.5 of the Zoning Resolution.

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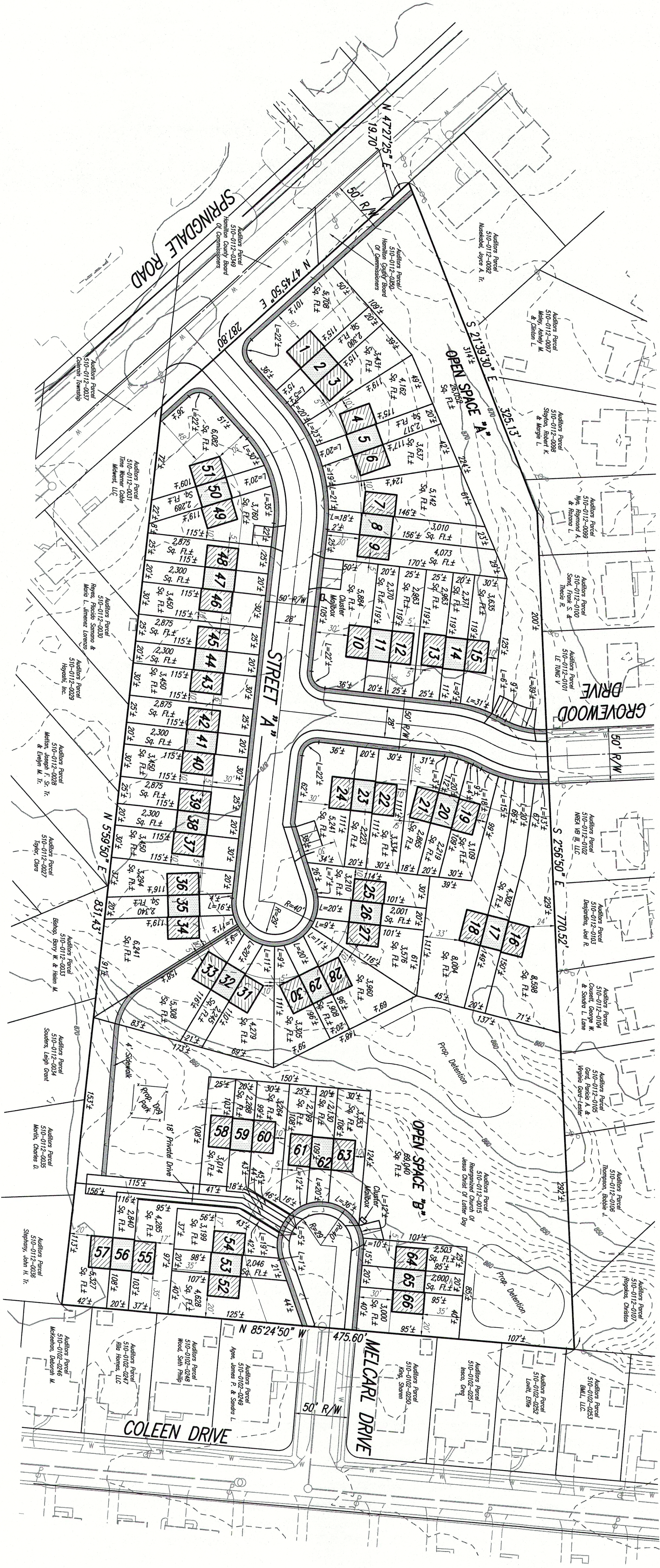
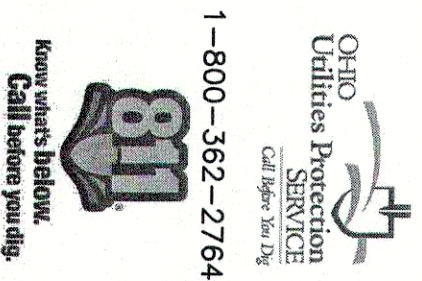
GRAPHIC SCALE
(IN FEET)
1 inch = 50 feet

EX. ZONING = "R-6"
MIN. FRONT YARD SETBACK = 30'
MIN. SIDE YARD SETBACK = 15' TOTAL, 10' ONE SIDE
MIN. REAR YARD SETBACK = 35'
MIN. LOT AREA = 7,500 SQ. FT.
MIN. LOT WIDTH = 65'

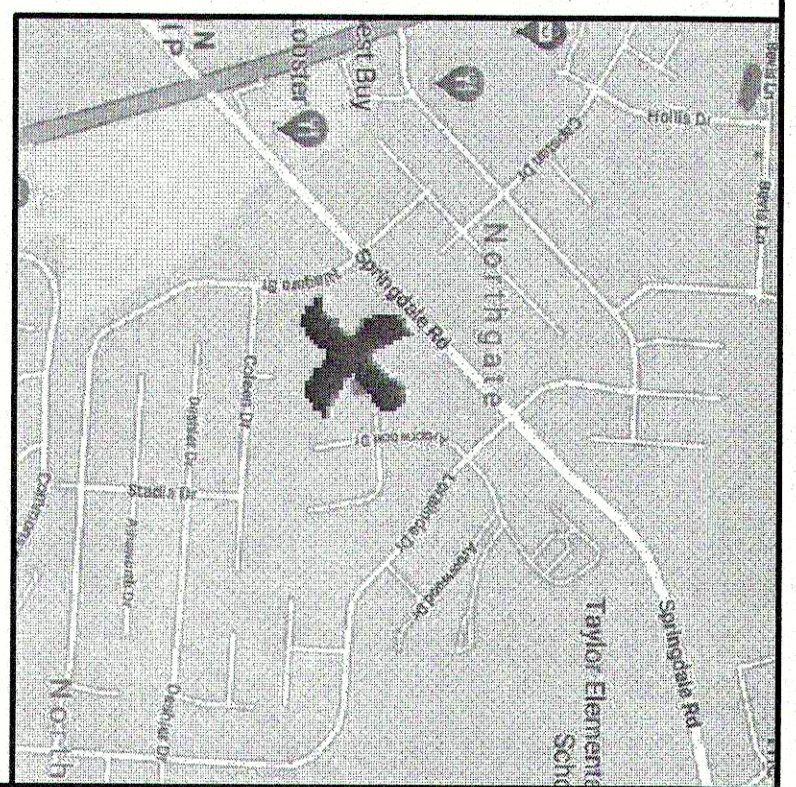
PARKING PROVIDED:
GARAGE SPACES = 66
OFF STREET SPACES = 14
TOTAL SPACES = 80

GROSS AREA = 8.6382 ACRES
PROP. R/W = 1.1886 ACRES
NET AREA = 7.4496 ACRES
OPEN SPACE = 2.1830 ACRES = 25.3%

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COLERAIN ZONING



VICINITY MAP

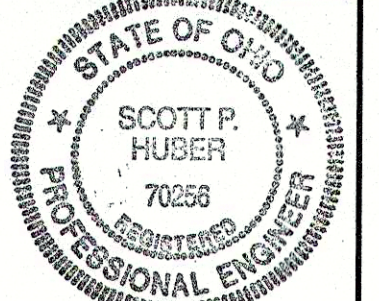


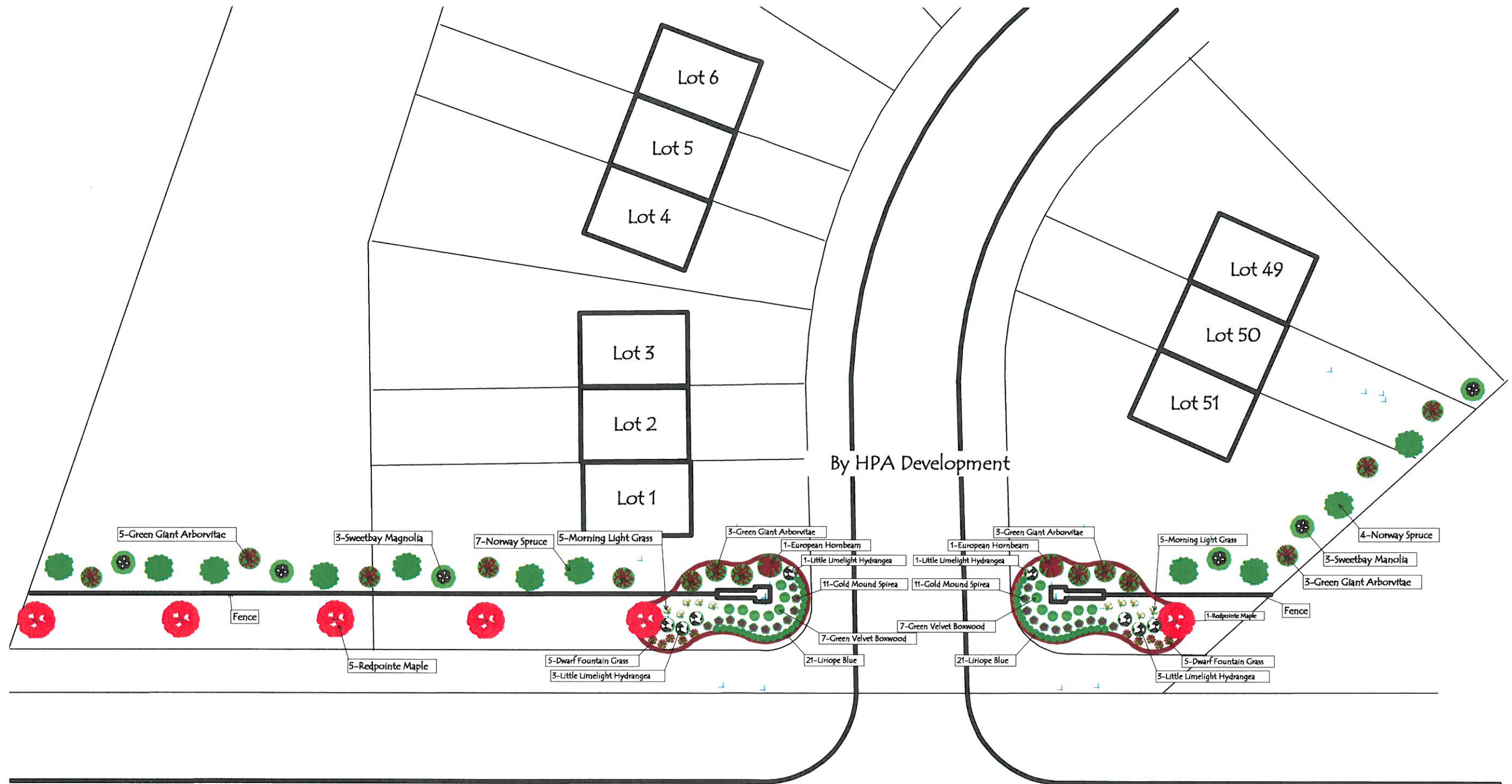
Sheet Title
PRELIMINARY P.U.D. PLAN
Project Title
**SECTION-10, TOWN-2, E.RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO**

REVISIONS		Date
9-29-20		9-17-20
11-3-20		
Drawn By		G.R.
Checked By		B.R.
Scale		1" = 50'
DWG: PRLM\GR-PRDV		



Abercrombie & Associates, Inc.
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200
Cincinnati, Ohio 45247
513-385-5757
www.abercrombie-associates.com







ROB RICHTER
LANDSCAPING, INC.
Design - Install - Maintain

HPA Development

Entrance Monument & Screening

Entrance Monument

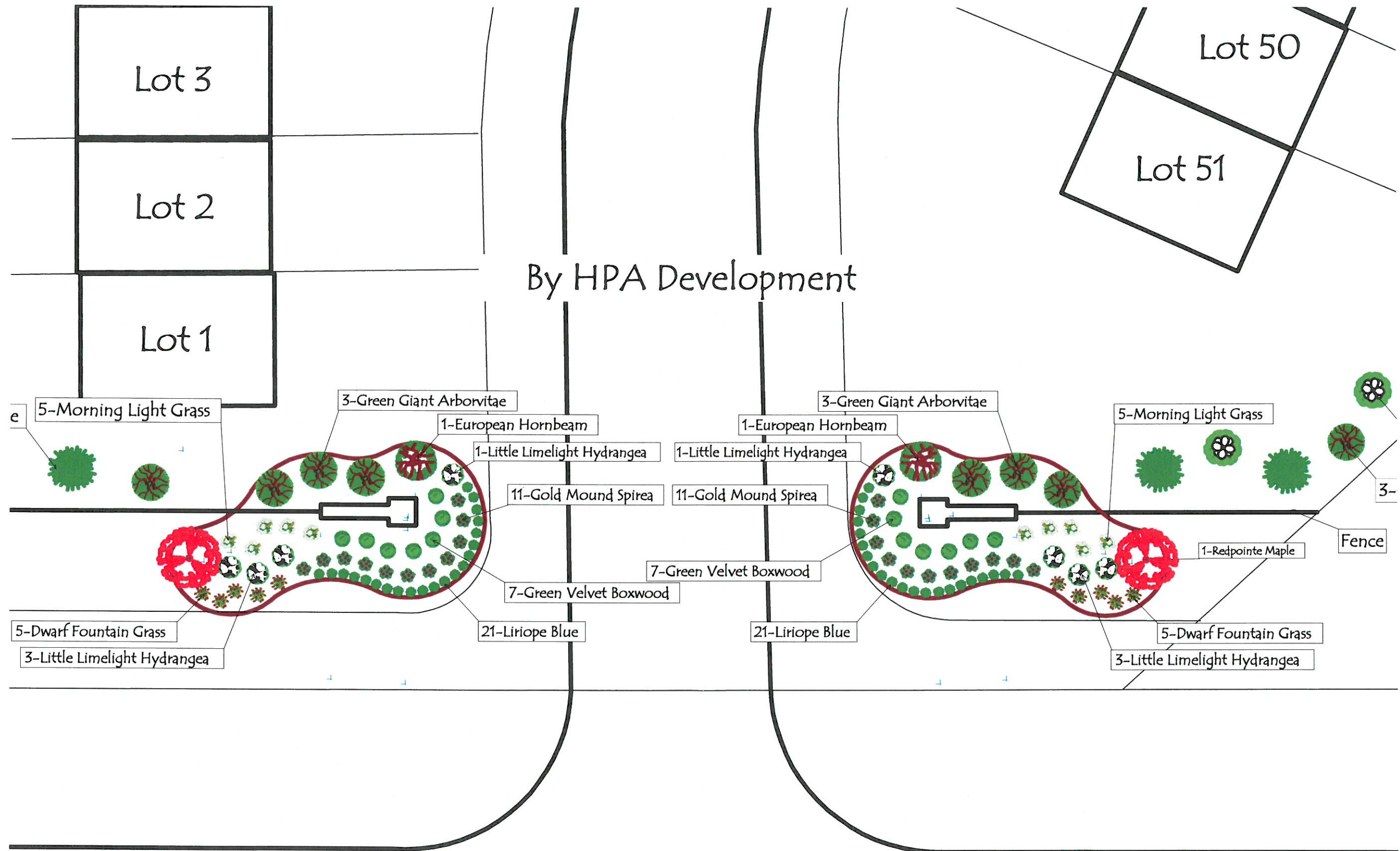
- 2 Red Pointe Maple 3"
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- 14 Green Velvet Boxwood 18-21"
- 8 Little Lime Light Hydrangea #5
- 10 Morning Light Grass #3
- 22 Gold Mound Spirea #3
- 10 Dwarf Fountain Grass #3
- 42 Liriope Blue #1
- 24 cubic yards of topsoil
- 18 cubic yards of black dyed shredded mulch
- Deep edge beds
- 30 lbs. of herbicide
- 40 lbs. of fertilizer

Screening

- 4 Red Pointe Maple 3"
- 11 Norway Spruce 7-8'
- 8 Green Giant Arborvitae 6-7'
- 6 Sweetbay Magnolia 7-8'
- 10 cubic yards of topsoil

*wst = With Sales Tax included

240 SENATE DRIVE • MONROE, OHIO 45050 • (513) 539-0300 • FAX: (513) 539-0400
robrihterlandscapinginc@gmail.com • robrihterlandscaping.com



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

Case No.: ZA Date Filed: 11/3/20

Date of Preliminary Hearing (if applicable): 12-15-20

Request Change from: R-6 to: PD - Planned Development

Township: Colerain Book: 510 Page: 0112 Parcels: 0015-00

Physical location of property (address or brief description if no address assigned):
3431 Springdale Rd.

Name of Applicant: HPA Development Group, Inc.

Telephone No.: 513-793-2400 Email Address: gpartin@hpadg.com

Address: 9091 Montgomery Road

City: Cincinnati State: OH Zip: 45242

*Name of Owner(s): Reorganized Church of Jesus Christ of Latter Day Saints

Telephone No.: 513-608-7851 Email Address: VCF@fuse.net

Address: 3417 Woodlake Court

City: Loveland State: OH Zip: 45140

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

1. (See attached)
2. _____
3. _____

(attach separate sheet if necessary for additional parcels)

Signatures: Graham S. Park Date: 11/3/20

*Owner: Vernon Foster Date: 11/03/2020

*Owner: _____ Date: _____

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

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

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

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

COLERAIN ZONING

November 3, 2020

Colerain Township Zoning Commission
4200 Springdale Road
Cincinnati, OH 45251

Re: Planned Development – 3431 Springdale Road

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NOV 06 2020
COLERAIN ZONING

Dear Members of the Colerain Township Zoning Commission:

Our organization has entered into an agreement to acquire the 8.6-acre property located at 3431 Springdale Road from the Reorganized Church of Jesus Christ of Latter Day Saints. It is our plan and desire to construct town homes on the property. We will be developing the property and Ryan Homes will be constructing the homes. The homes will be “for sale” and limitations will be placed on the ability to rent the properties.

The property is currently zoned R-6 and we desire to rezone the site to a Planned Development District (PD-R) that will allow for the construction of 66 town homes.

The development will consist of a landscaped entrance with stone monumentation on Springdale Road and will also have connections to Grovewood Drive and Melcarl Drive. All units/buildings will be landscaped, and we believe this development will be an extremely attractive “for sale” housing option for professionals looking to live in Colerain Township.

We will also construct a sidewalk connecting the east side of the neighborhood with the west side. This will extend between Buildings 33 and 34 to the private driveway servicing Buildings 55 through 57. Adjacent to the sidewalk will be community dog park and benches. All community amenities and open space areas will be maintained by a Homeowner’s Association.

Our plan is consistent with the spirit of the R-PD zoning and will allow for an additional new housing alternative in the Township. We do not feel our plan will be contrary to public interest. Clearly this site has been planned for a future development as shown by the future stub streets to the site (Grovewood Drive and Mel Carl Drive).

The development boasts 25.3% open space and efforts will be made to preserve all trees along the property boundaries and along the stream corridor in Open Space “B”.

The Ryan Homes' product is 20' wide and will have a total square footage of 3,660 square feet for a three-unit building or 1,220 square feet per unit. Thus, each unit will be 520 square feet larger than what is currently permitted under the existing zoning.

Each unit will have a single car garage with room for additional parking in the driveway. We will also install fourteen (14) off street concrete parking pads.

There will be two separate community mail collection areas. The first on Street "A" behind Building 10 and the section on Melcarl Drive between Buildings 63 and 64.

We have enclosed the following for your review and consideration:

- Application for PD – Colerain Township Zoning Commission
- Application Fee - \$2,641.50
- Rendering of Ryan Homes Juniper Town Home
- Landscaping Plan
- Detail for Entry Monumentation
- Site Plan (8 Copies)
- List of Adjacent Property Owners (2 Copies)
- Plan Showing Adjacent Property Owners (2 Copies)
- HPA Development Group – Company Profile

RECEIVED
NOV 06 2020
COLERAIN ZONING

We thank you for consideration of our request. I can be contacted at gparlin@hpadg.com or (513) 793-2400 in the event of any questions.

Sincerely,



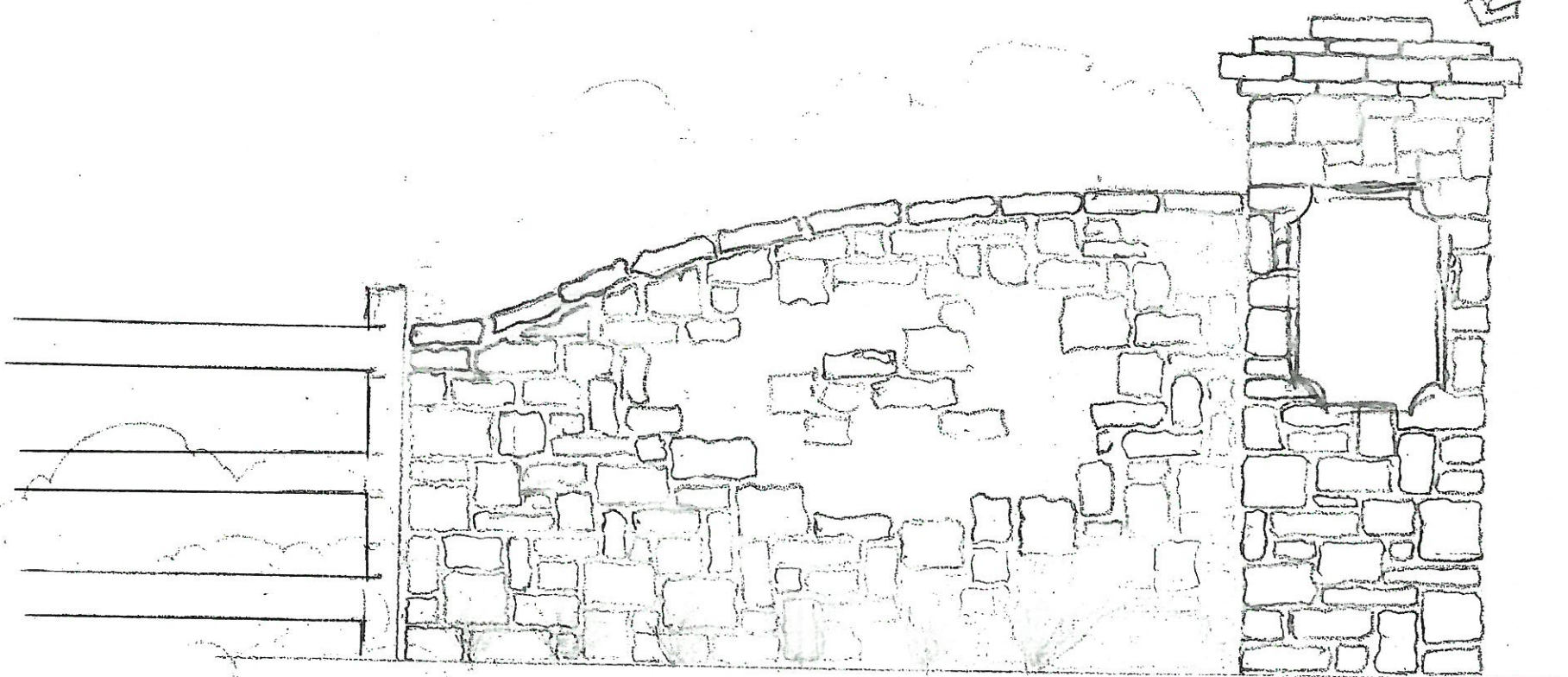
Graham S. Parlin
Vice President

Enclosures

Cc: Craig Rassi, Ryan Homes



PRE CAST CONCRETE
OR
SCULPTED STONE LAP



RECEIVED

NOV 20 1963

COLLEGE PARK, MD

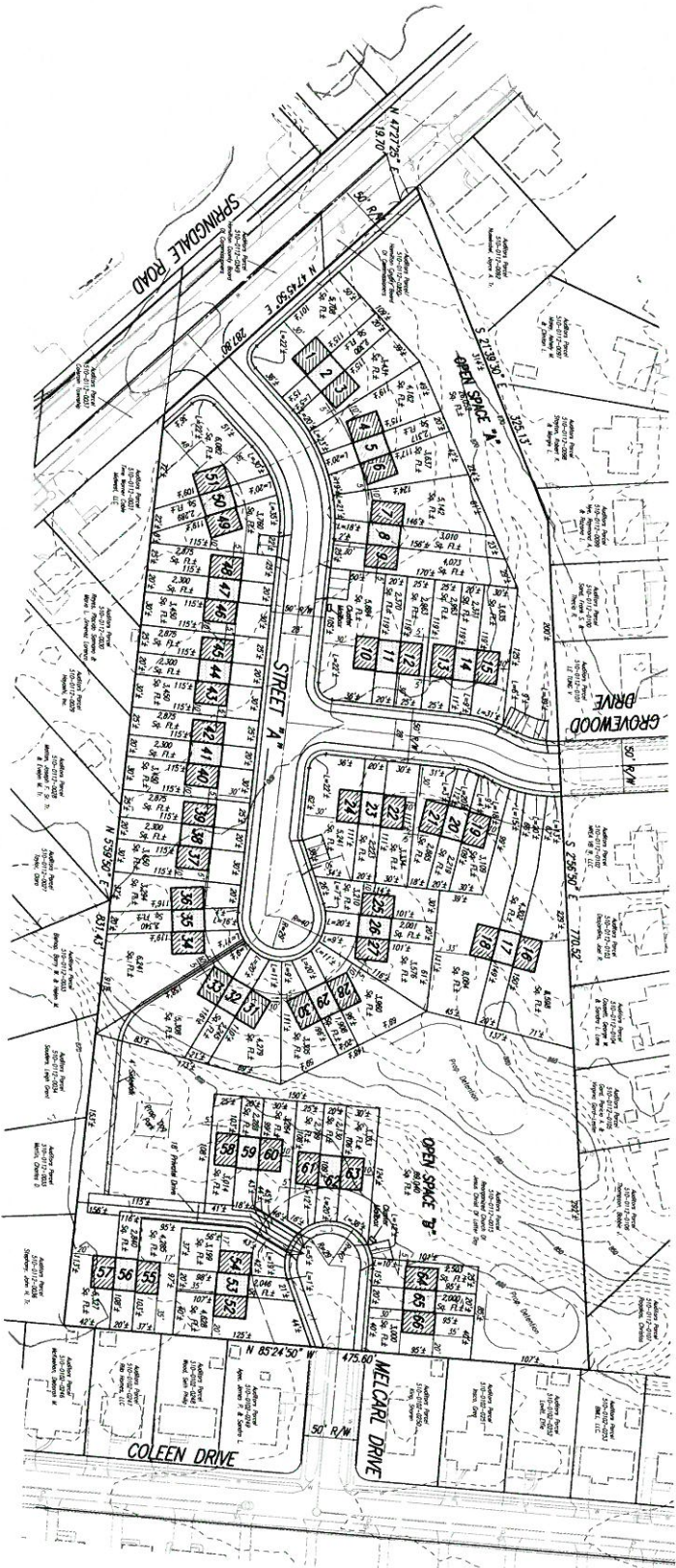
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CROSS AREA = 8,000 ACRES
FRONT YARD = 11,000 ACRES
REAR YARD = 11,000 ACRES
OPEN SPACE = 2,000 ACRES = 25.3%

ST. DIMS = 7'-6"
MIN. SIDE YARD SETBACK = 15' TOTAL, 10' ONE SIDE
MIN. REAR YARD SETBACK = 15'
MIN. LOT WIDTH = 65'
MIN. LOT AREA = 65'

MINIMUM REQUIRED
GARAGE SPACES = 6
OFF-STREET SPACES = 14
TOTAL SPACES = 20



VICINITY MAP



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NOV 06 2020

COLUMBIANA TOWNSHIP



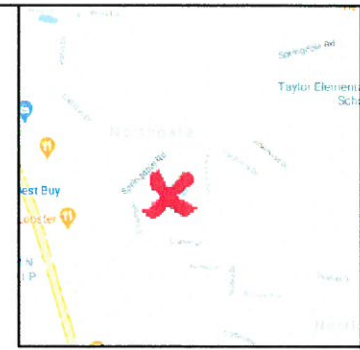
1-800-363-2794

A Abercrombie & Associates, Inc.
Civil Engineering - Surveying
8111 Chevrolet Road, Suite 200
Buckeye, Ohio 43084
513-385-5757
www.abercombie-associates.com

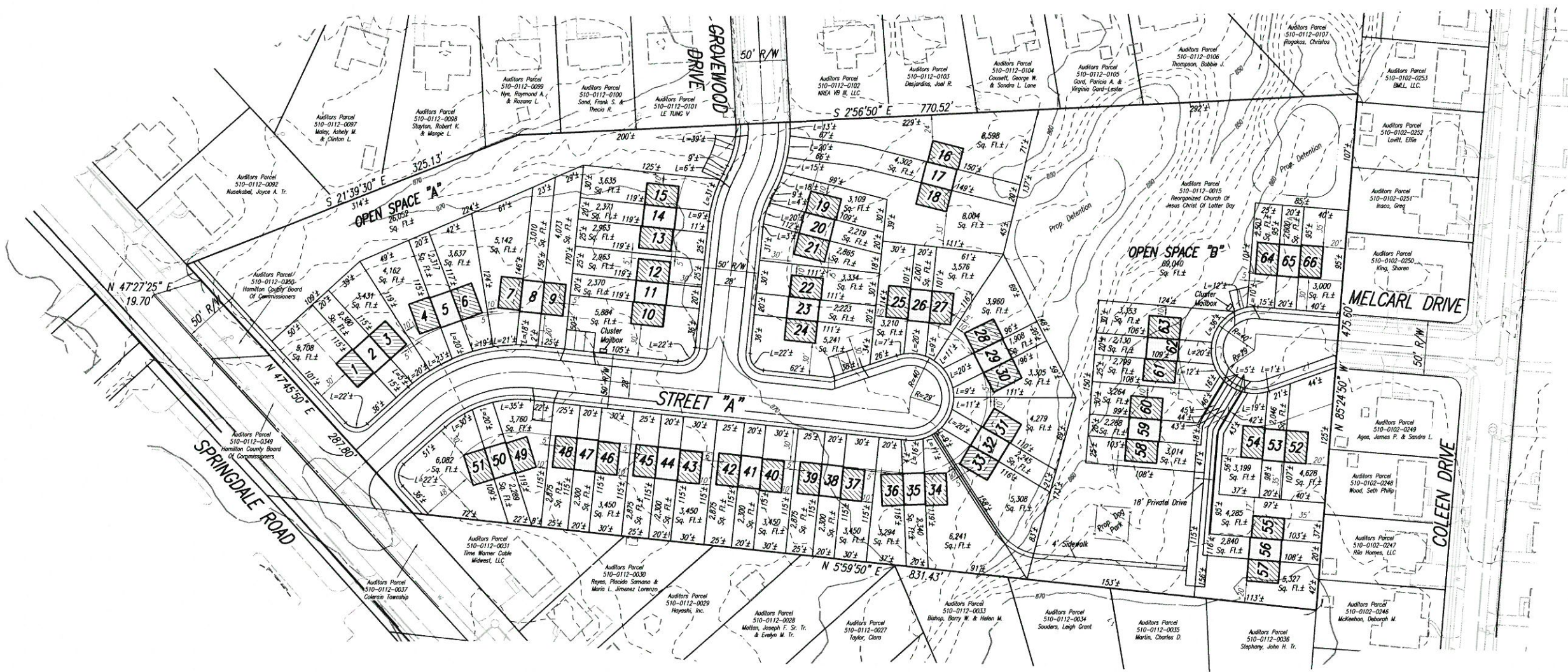
Project Title
PRELIMINARY P.U.D. PLAN
SECTION-10, TOWN-2, RANGE-1
COLUMBIANA TOWNSHIP
HAMILTON COUNTY, OHIO

Revisions
2-7-20
11-2-20
PRM/GR-PROV

Date
9-17-20
Drawn By
G.R.
Checked By
B.R.
Scale
1" = 50'



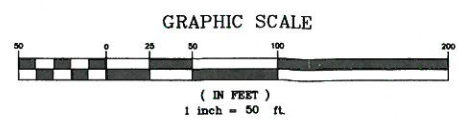
VICINITY MAP



GROSS AREA = 8.6382 ACRES
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NET AREA = 7.4496 ACRES
OPEN SPACE = 2.1830 ACRES = 25.3%

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OFF STREET SPACES = 14
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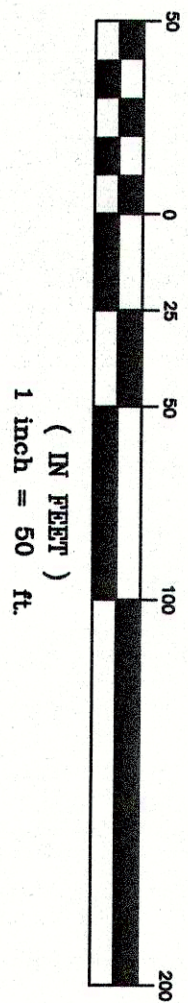


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PRELIMINARY P.U.D. PLAN	
SECTION-10, TOWN-2, E.RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO	
Job No. 02-0048A	1
Abercrombie & Associates, Inc. Civil Engineering + Surveying 8111 Chestnut Road, Suite 200 Cincinnati, Ohio 45247 513.385.5757 www.abercrombie-associates.com	

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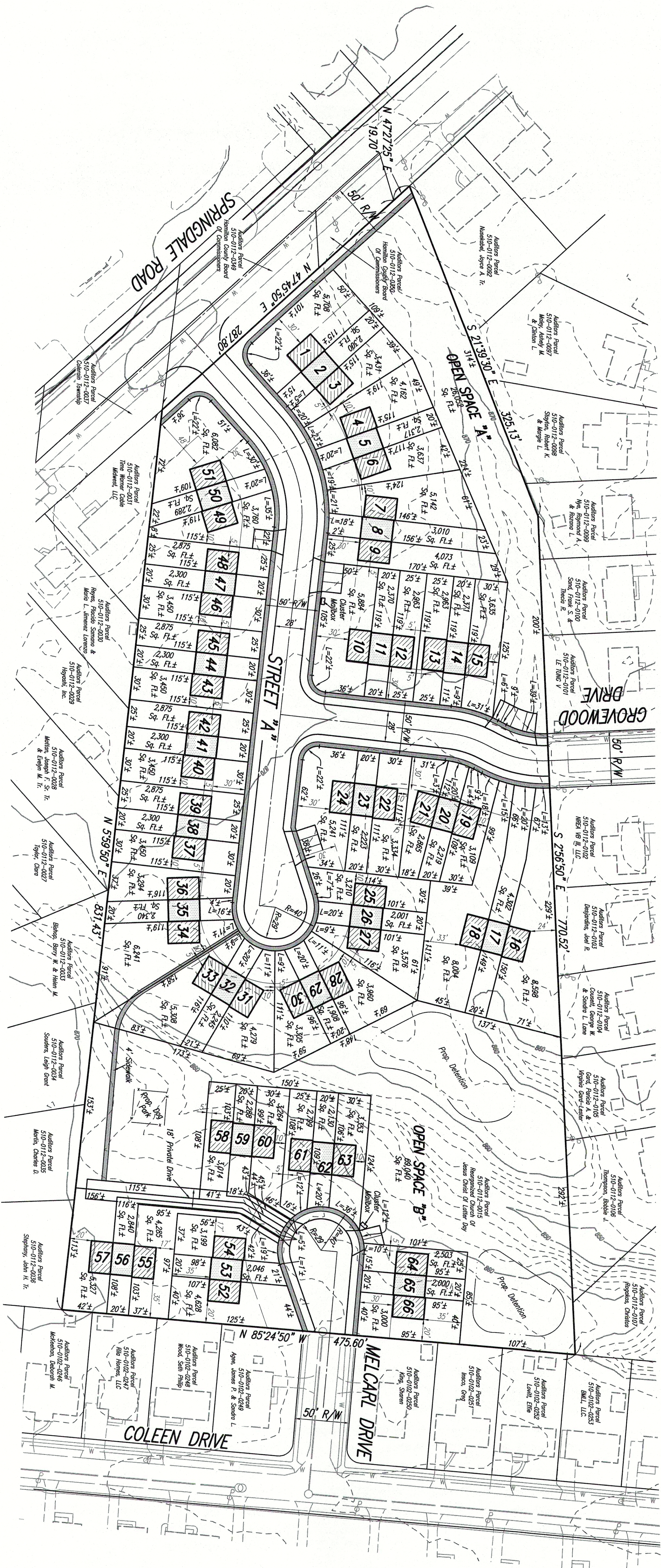
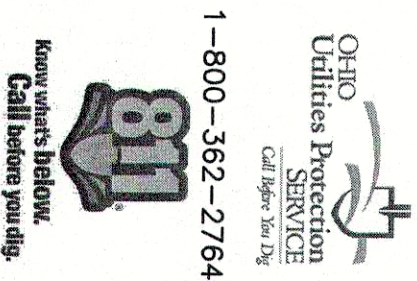
GRAPHIC SCALE

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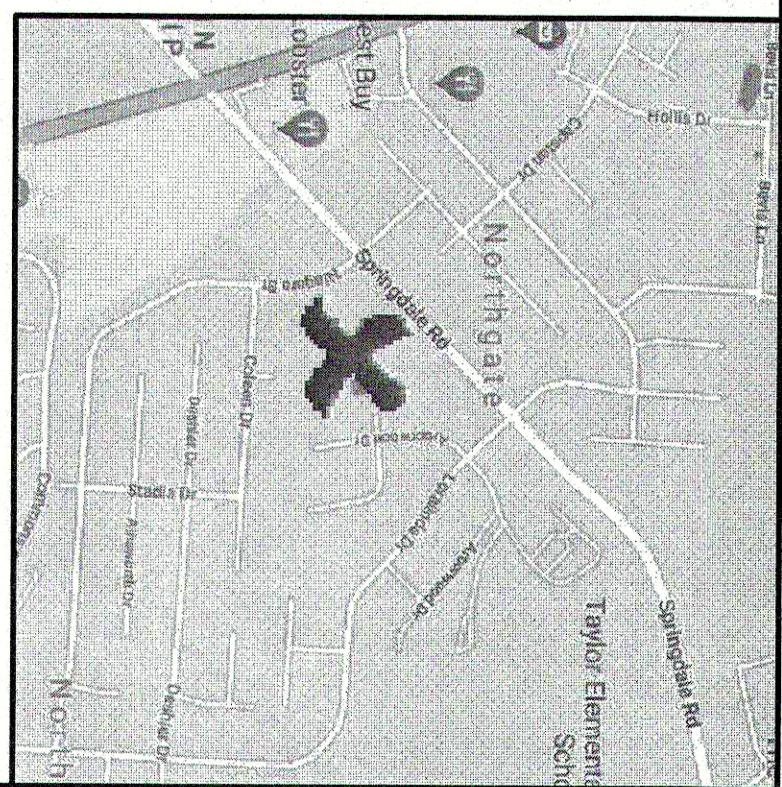
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COLERAIN ZONING



VICINITY MAP



Job No. 02-00484	Sheet Title PRELIMINARY P.U.D. PLAN SECTION-10, TOWN-2, E.RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO	Revisions 9-29-20 11-3-20	Date 9-17-20
		Drawn By G.R.	Checked By B.R.
Project Title SECTION-10, TOWN-2, E.RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO		Scale 1" = 50'	State of Ohio Professional Engineer Seal SCOTT P. HUBER 70256 Professional Engineer



ROB RICHTER
LANDSCAPING, INC.
Design - Install - Maintain

HPA Development

Entrance Monument & Screening

Entrance Monument

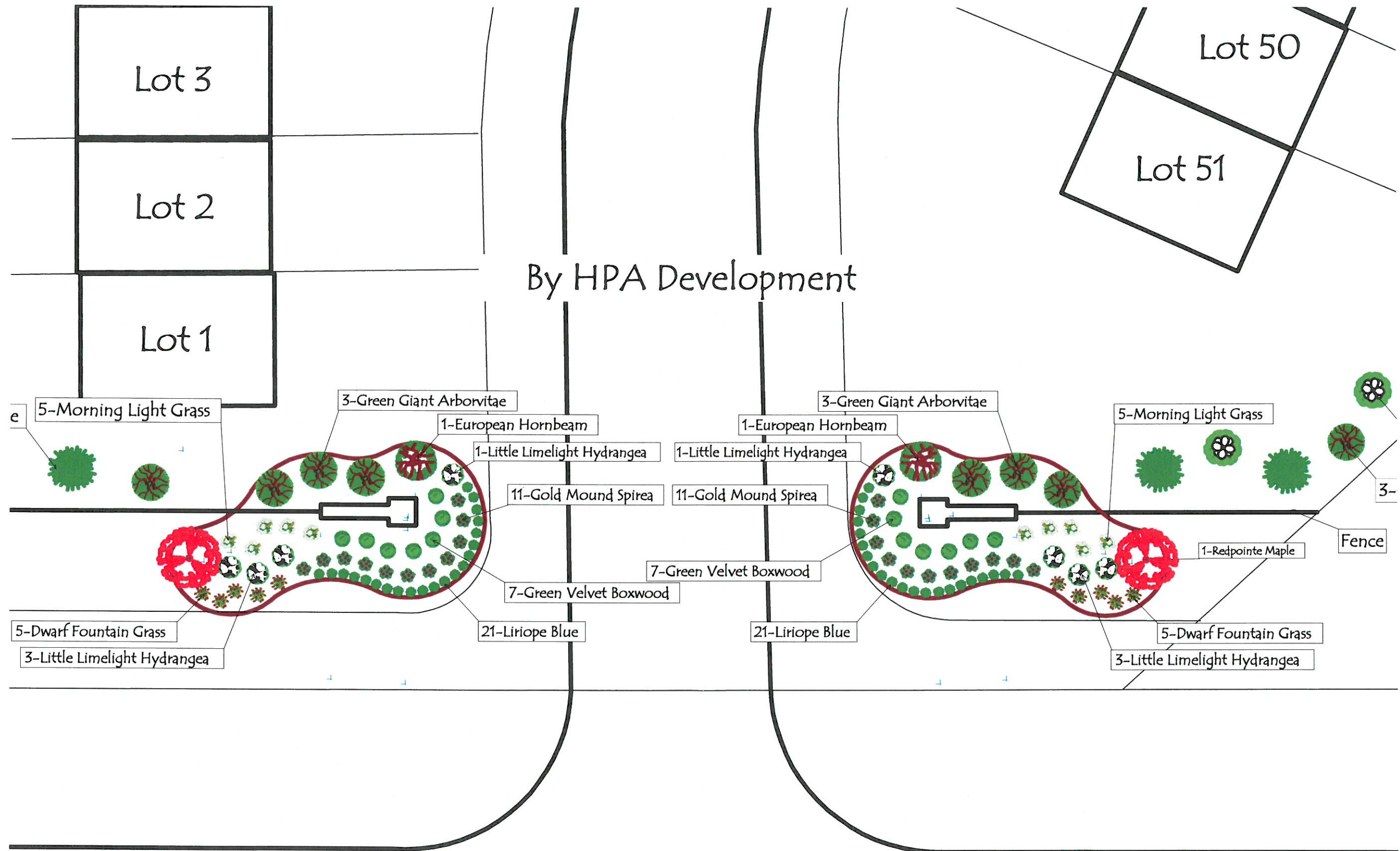
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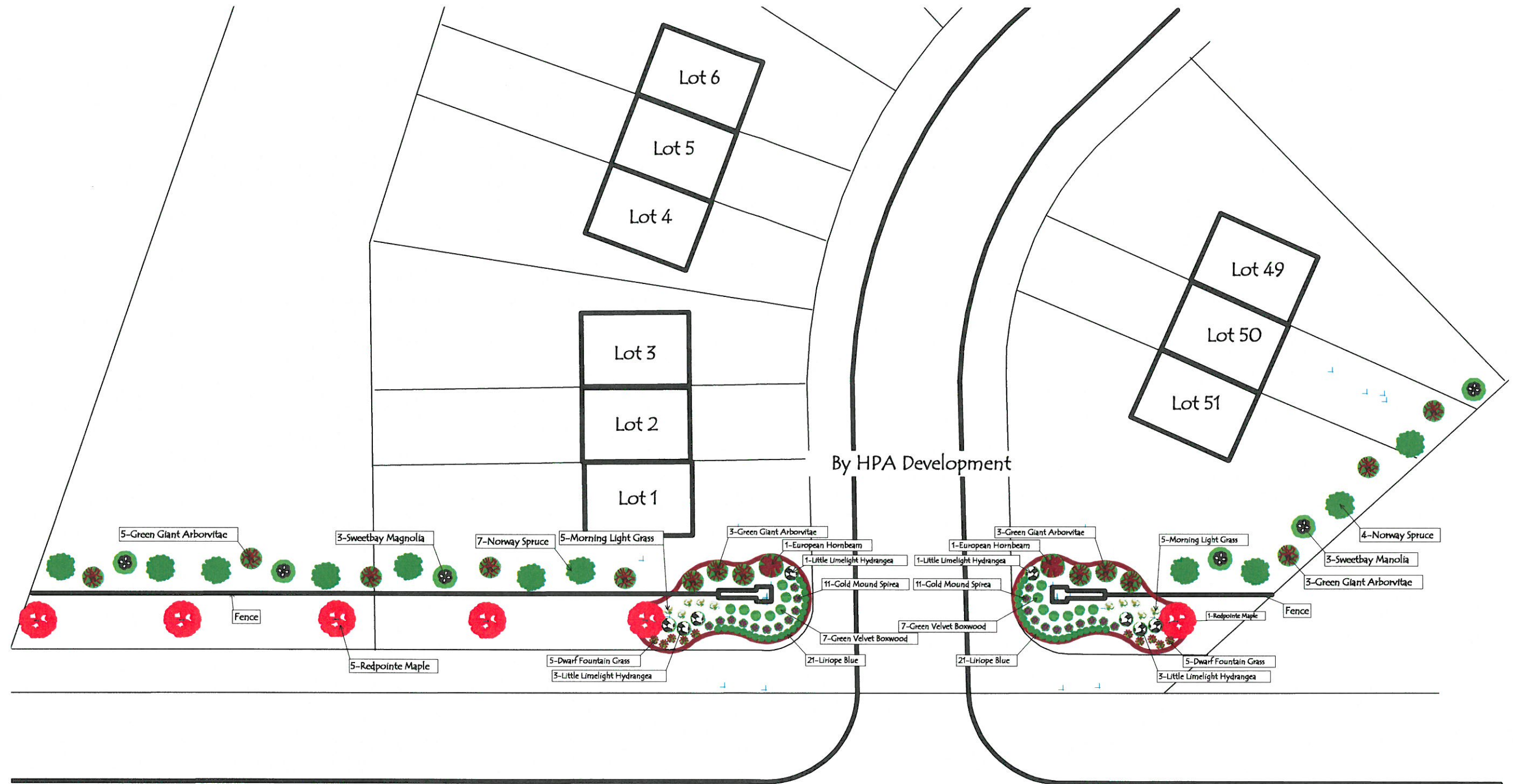
Screening

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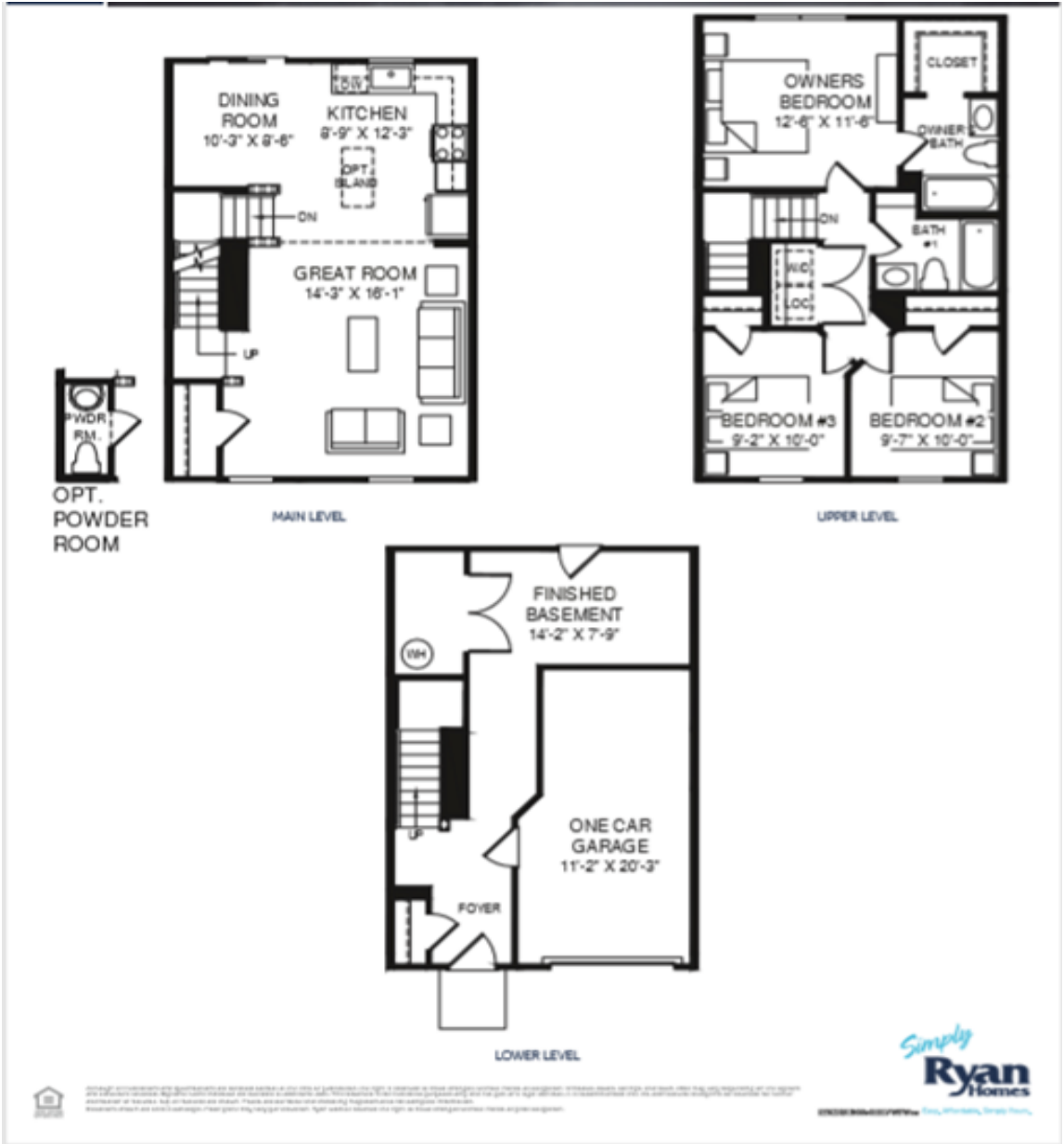
*wst = With Sales Tax included

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JUNIPER TOWNHOME



PLANNING & ZONING

Department: Planning & Zoning

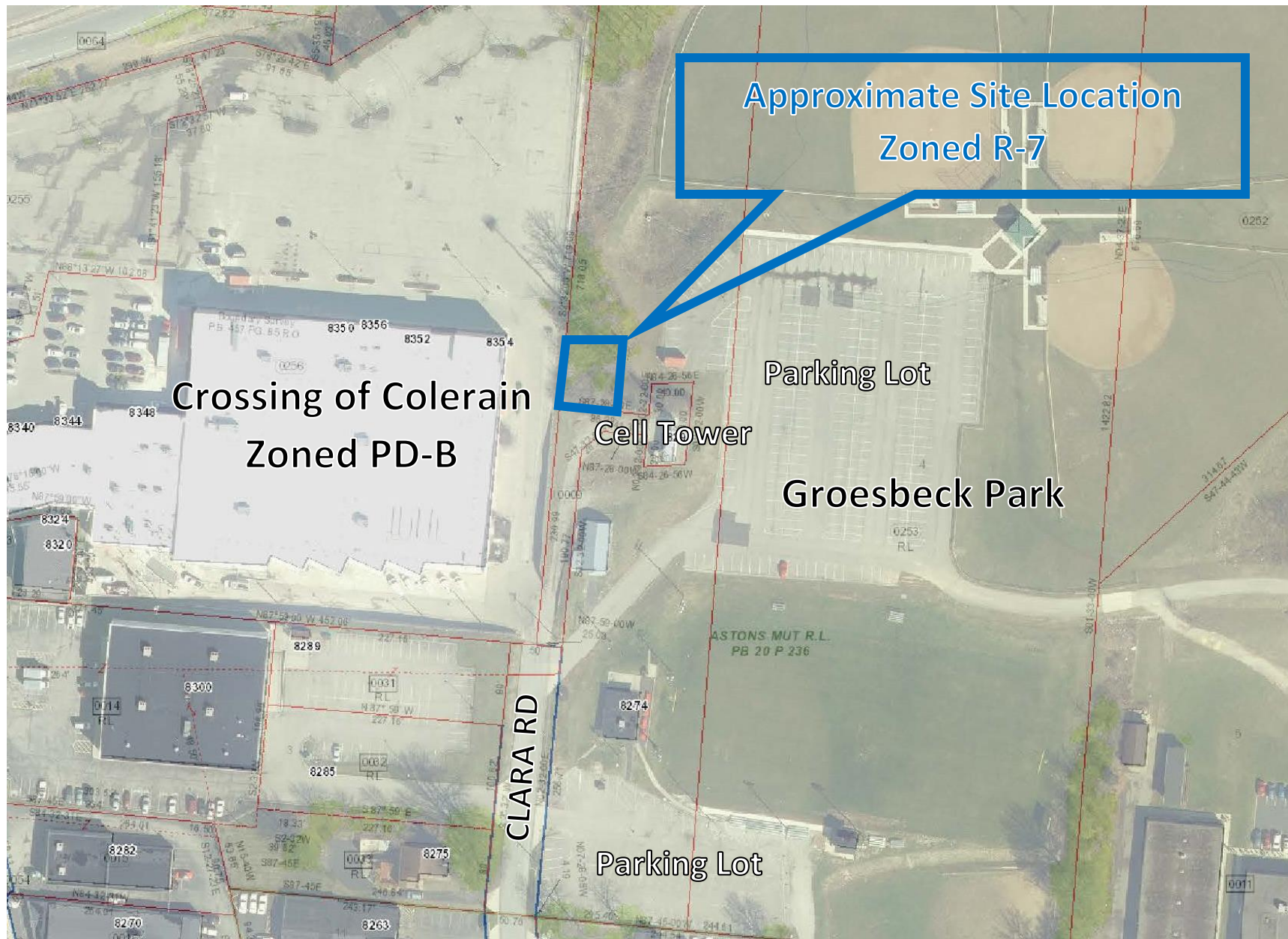
Department Director: Mike Ionna, Director - Planning and Zoning

Motion To Initiate a Zoning Map Amendment To Change The Zoning On A Site From R-7 (Multi-Family) To PD-B (Planned Development - Business)

Recommend ADOPTION of the Motion.

Rationale:

The site in question is part of an project being conducted in service of economic development efforts associated with the adjacent Crossing of Colerain Commercial Development. The proposed zone change would make the site in question the same zoning as the adjacent shopping center. The site is currently owned by Colerain Township. That attached map shows the approximate area being proposed for rezoning.



ADMINISTRATION

Department: Administration

Department
Director: Geoff Milz, Administrator

Motion Adopting 2021 Pay Schedule

Recommend ADOPTION of the Motion.

Rationale:

If the Township were to follow its typical schedule, the last pay period would pay on Friday, 12/31/2021, which is a holiday. In order to avoid this, staff recommends moving the pay date for the 26th pay period to 12/30/2021.

Colerain Township 2021 Pay Schedule

Pay Period	Pay Period Begin Date	Pay Period End Date	Paydate	Holidays
1	12/27/20	01/09/21	01/15/21	Jan 1: New Year's Day
2	01/10/21	01/23/21	01/29/21	Jan 18: Martin Luther King Jr. Day
3	01/24/21	02/06/21	02/12/21	
4	02/07/21	02/20/21	02/26/21	Feb 15: Presidents' Day
5	02/21/21	03/06/21	03/12/21	
6	03/07/21	03/20/21	03/26/21	
7	03/21/21	04/03/21	04/09/21	
8	04/04/21	04/17/21	04/23/21	
9	04/18/21	05/01/21	05/07/21	
10	05/02/21	05/15/21	05/21/21	
11	05/16/21	05/29/21	06/04/21	
12	05/30/21	06/12/21	06/18/21	May 31: Memorial Day
13	06/13/21	06/26/21	07/02/21	
14	06/27/21	07/10/21	07/16/21	Jul 4: Independence Day observed Monday, Jul 5
15	07/11/21	07/24/21	07/30/21	
16	07/25/21	08/07/21	08/13/21	
17	08/08/21	08/21/21	08/27/21	
18	08/22/21	09/04/21	09/10/21	
19	09/05/21	09/18/21	09/24/21	Sep 6: Labor Day
20	09/19/21	10/02/21	10/08/21	
21	10/03/21	10/16/21	10/22/21	Oct 11: Columbus Day
22	10/17/21	10/30/21	11/05/21	
23	10/31/21	11/13/21	11/19/21	Nov 11: Veterans Day
24	11/14/21	11/27/21	12/03/21	Nov 25: Thanksgiving Day
25	11/28/21	12/11/21	12/17/21	
26	12/12/21	12/25/21	12/30/21	Dec 25: Christmas Day (observed Friday, 12/24)
1	12/26/21	01/08/22	01/14/22	Jan 1: New Year's Day (observed Friday, 12/31)

ADMINISTRATION

Department: Administration

Department
Director: Geoff Milz, Administrator

Motion to Approve Change in Health Care Brokers to McGohan Brabender

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township continues to evaluate all existing contracts and agreements with outside vendors. Generally speaking, the Township will make its best efforts to perform a full review of contracts once every five years.

In the fall of 2020, staff conducted a review of health care brokers. Through this review, the Township met with four different groups:

- USI (our current broker)
- McGohen Brabender
- Horan
- Hylant

After review of these four companies, the Township felt that McGohan Brabender provided the best level of service and expertise to meet our health care negotiation needs.

For reference, the Township does need a formal agreement with a health care broker. The broker is empowered on behalf of the Township to negotiate directly with our health insurance provider and any compensation to the broker is paid directly by the insurance agency and not the Township. The compensation rate between all brokers is that same. Pending approval of this item, the attached letters will be sent to our health insurance providers to notify them of the change in brokers.



PRIVACY POLICY DISCLOSURE

Federal legislation and state law require, among other things, that insurance agencies disclose their privacy policies and how client information is collected, used, and protected.

WHAT INFORMATION IS COLLECTED?

We at McGohan Brabender have always recognized the importance of protecting the privacy of our clients, and we are committed to maintaining that confidentiality. As part of our insurance business, we obtain certain nonpublic personal information. This information includes information we receive on application and enrollment forms, as well as information we may receive from insurance companies and other outside parties. This information may include the person's health information such as his or her past, present or future physical, mental or behavioral health as well as other data.

HOW DO WE USE THIS INFORMATION?

The information collected and utilized by McGohan Brabender is that information which is needed to perform the services we have been hired to perform and to run everyday business. We do not disclose this information except as permitted or required by law, and to those individuals and companies involved in administering or providing services for employee benefit plans. For example, we may share this information with insurance companies and other entities that assist with underwriting, risk management and other insurance functions as well as to assist us with policy placement or issuance. We may share this information with our affiliates for purposes of marketing insurance products which may fit your needs. We may share this information with you for purposes of reporting claims experience. We do not share information with non-affiliated third parties for marketing purposes, nor do we share information with outside entities or affiliates to conduct assessments of creditworthiness.

HOW IS THIS INFORMATION PROTECTED?

We maintain physical, electronic and procedural safeguards to protect all nonpublic personal information. We also limit the availability of this information to our employees for legitimate business purposes. All of our employees have been trained to respect member privacy, and all employees have been made aware of the responsibility to safeguard this information. A right of access and correction exists with respect to all personal information collected.

We will notify you if changes to our Privacy Policy occur. You do not need to call or do anything with this notice. It is only meant to inform you how we safeguard nonpublic personal information.



COMPENSATION DISCLOSURE

McGohan Brabender, Inc. receives compensation from insurance carriers and other benefits administrators. Unless otherwise specifically negotiated and agreed to with our client, our compensation is customarily based on commissions calculated as a percentage of the premium or on a per member per month basis which is included in the premium rate structure and is paid to us by the insurance carriers.

Some insurance companies we represent pay us additional amounts, sometimes referred to as contingent or bonus commission. These amounts may be based on various factors such as the total volume of business, the increase in volume, retention rate or other factors. We also may receive compensation from other vendors with whom we work. Generally, these arrangements do not affect the employer's premium rate structure.

McGohan Brabender is committed to providing quality service and undivided loyalty to its clients. If you have any questions or would like additional information concerning our compensation arrangements for any of our insurance brokerage services, please contact us.

January 13, 2021

Katharine Begley
Health Advocate Inc.
3043 Walton Road
Plymouth Meeting, PA 19462

RE: Group Insurance Agent of Record Change: Colerain Township

Dear Katharine:

Please accept this letter as notification that effective immediately, McGohan Brabender, Inc is authorized as the Agent of Record for Colerain Township's Employee Assistance Program. This designation supersedes prior designation and terminates compensation to our prior broker. We understand future commission will be paid to our agent, Tony Lombardo, at McGohan/Brabender, Inc (31-1191330).

Sincerely,

Geoff Milz
Township Administrator
Colerain Township

cc: McGohan Brabender, Inc.

January 13, 2021

Kathryn Price
iSolved
P.O. Box 5818 5210 N Main St
Dayton, OH 45415

RE: Group Insurance Agent of Record Change: Colerain Township

Dear Katharine:

Please accept this letter as notification that effective immediately, McGohan Brabender, Inc (31-1191330) is authorized as the Agent of Record for Colerain Township's group benefits. This designation supersedes prior designation and terminates compensation to our prior broker.

Sincerely,

Geoff Milz
Township Administrator
Colerain Township

cc: McGohan Brabender, Inc.

January 13, 2021

Maurice Watts
Sun Life Financial
One Sun Life Executive Park
Wellesley Hills, MA 02481

RE: Group Insurance Agent of Record Change: Colerain Township

Dear Maurice:

Please accept this letter as notification that effective immediately, McGohan Brabender, Inc is authorized as the Agent of Record for Colerain Township's Critical Illness and Accident policies. This designation supersedes prior designation and terminates compensation to our prior broker. We understand future commission will be paid to our agent, Tony Lombardo, at McGohan/Brabender, Inc (31-1191330).

Sincerely,

Geoff Milz
Township Administrator
Colerain Township

cc: McGohan Brabender, Inc.

ADMINISTRATION

Department: Administration

Department
Director: Geoff Milz, Administrator

Motion Authorizing Township Administrator to Enter into Agreement with Energy Alliances for Consulting Services for the Residential Solid Waste and Recycling Contract

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township has an existing contract for residential solid waste and recycling. This contract is set to expire on 03/31/2021. Over several Trustee meetings, staff has presented various options and considerations for the next potential iteration of a solid waste and recycling contract for residents.

Based on those conversations, staff was directed to work with Springfield Township to evaluate the potential for a joint bid for residential trash and recycling. Throughout these conversations, both Springfield Township and Colerain Township staff saw advantages to utilizing an independent third party to serve as the consultant for the development of any/all bid specifications and the review of the bids received. For perspective, the Township utilized Nestor Resources as the vendor to negotiate and develop the bid specification in 2015.

Colerain Township currently uses Energy Alliances to negotiate and evaluate responses to the Townships Electric Aggregation Program. Energy Alliances has a division known as "Cost Management Alliances" that specifically works with governments on joint bids and other cost sharing/saving solutions.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered this ____ day of ____, 20____ (the “Effective Date”), by and between Colerain Township (“Client”), with a place of business at 4200 Springdale Road, Cincinnati, OH 45251 and Energy Alliances, Inc. d/b/a Cost Management Alliances (“Consultant”), with a place of business at 8469 Blue Ash Rd, Suite 1, Cincinnati, OH 45236. Client and Consultant may be referred to collectively herein as the “Parties.”

WHEREAS, Consultant provides solid waste removal and management, procurement and purchasing cost containment and reduction consulting services (collectively Consultant’s “Services”) for its clients; and

1. Term. The “Term” of this Agreement shall be for a period of thirty-six (36) months from the Effective Date. During the Term, this Agreement may be terminated by a Party only upon material breach and only after giving the breaching Party a period of at least ninety (90) calendar days to remedy such identified breach after written notice sent either via regular/electronic mail or fax of such breach has been provided.

Written notices shall be sent to the following:

For Consultant:

Energy Alliances, Inc. d/b/a Cost Management Alliances

Attn: Mr. Rich Surace

Address: 8469 Blue Ash Road, Suite 1
Cincinnati, Ohio 45236

Fax: (888) 735-0359

Email: rsurace@energyalliances.com

For Client:

Attn: Township Administrator

Address: 4200 Springdale Road
Cincinnati, OH 45251

Fax: 513-245-6503

Email: gmlz@colerain.org

2. Scope of Services and Obligations of Client. During the Term, Client grants Consultant the exclusive right to provide solid waste removal and management, cost containment and reduction consulting services and to negotiate with all vendors and suppliers on Client’s behalf.

Utilizing the information provided by Client, Consultant will analyze Client’s solid waste removal and management needs, patterns and history and formulate recommendations to reduce costs. In the process, Consultant may contact Client’s current vendors and/or alternative vendors to discuss cost structures and solicit new proposals. Consultant will not bind Client to any such proposal or estimate without Client’s prior written approval.

Based on the information provided by Client and the vendor estimates and proposals described above, Consultant will prepare and deliver to Client a Final Report. The Final Report shall: **(i)** establish the “Baseline Spend” reflecting Customer’s then-current spending levels; **(ii)** set forth specific proposed cost reduction measures; and **(iii)** identify the estimated costs savings projected to be realized by Client.

At the completion of the Final Report, Consultant and Client will meet to discuss the Final Report and a plan of implementation will be mutually established. Unless specific and clearly identified reasons are provided by Client, it is the Parties’ intent that all Consultant’s recommendations contained in the Final Report be timely implemented. After such meeting, the Parties will mutually cooperate in the implementation of the Final Report’s cost reduction measures.

For the remainder of the Term, Consultant shall be reasonably available to consult with Client with respect to the on-going implementation of the Final Report at mutually agreeable times.

3. Fees Payable to Consultant. Consultant’s fee shall be paid by the vendor.

4. **Ownership of the Final Report and Protection of Confidential Information.** To the fullest extent of the law, all ideas, concepts, proposals, recommendations and intellectual property rights contained in or relating to the Final Report and/or disclosed to Client in the process of Consultant's Services, as between Client and Consultant, shall remain the joint property of the Consultant and Client. Customer shall use such Final Report and information only in the implementation of the cost reduction measures stated therein and shall treat the Final Report as confidential and proprietary information containing trade secrets belonging to Consultant. Customer shall protect the Final Report from disclosure to third-parties using the same degree of care that it uses to protect its own confidential information and trade secrets, but utilizing not less than a reasonable standard of care.

Likewise, to the fullest extent of the law, Consultant will treat all information disclosed by Client as confidential and proprietary information and, other than in the fulfillment of its obligations under this Agreement (which includes the disclosure of information to certain third-party subject matter experts who are bound by confidentiality obligations to Consultant), Consultant shall protect such information from disclosure to third-parties using the same degree of care that it uses to protect its own confidential information and trade secrets, but utilizing not less than a reasonable standard of care. Both Parties recognize that any violation of this provision would cause the other Party irreparable injury from which monetary damages would be insufficient and would entitle such Party to seek immediate injunctive relief from any court of competent jurisdiction.

5. **No Product or Service Warranties; Limitation of Liability.** Client purchases goods and services pursuant to independent contractual relationships with its vendors and suppliers. CONSULTANT PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY GOODS OR SERVICES PURCHASED BY CLIENT PURSUANT TO THE COST REDUCTION MEASURES RECOMMENDED BY CONSULTANT. CONSULTANT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES. FURTHER, CONSULTANT DOES NOT GUARANTEE THAT ANY PARTICULAR LEVEL OF COST REDUCTION WILL BE ACHIEVED BY CLIENT AND ONLY WARRANTS TO USE REASONABLE EFFORTS TO TRY TO IDENTIFY SUCH COST SAVINGS MEASURES. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY CONTAINED IN THIS AGREEMENT.

6. **Independent Contractor.** CONSULTANT shall be and remain an independent contractor to Client. This Agreement shall not be construed as establishing a general agency, employment relationship, partnership, or joint venture relationship between CONSULTANT and Client. The Parties shall each separately be responsible for payment of all taxes arising out of each of their activities in connection with this Agreement, including without limitation, payment of their own federal, state and local income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees required of any nature whatsoever that result from or may be related to this Agreement.

7. **Waiver.** The failure of a Party to require the performance of any term of this Agreement, or the waiver by a Party of any breach of this Agreement, shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.

8. **Assignment.** This Agreement shall not be assignable by either Party without the other Party's prior written consent (which shall not be unreasonable withheld, conditioned or delayed). Client recognizes that it enters this Agreement for its benefit only and that the cost reduction measures provided by Consultant shall not be implemented with any parent company, subsidiary or other affiliate of Client unless pursuant to a separate Consulting Services Agreement.

9. **Severability.** If any provision of this Agreement shall be held or deemed to be illegal, inoperative, or unenforceable by a court of competent jurisdiction, the same shall not affect any other provision of this Agreement, nor render any other provision invalid, inoperative, or unenforceable to any extent whatsoever.

10. **Survival of Terms.** Neither expiration nor termination of this Agreement for any reason shall release either Party from liabilities or obligations set forth herein which by their nature would be intended to be applicable following any such expiration or termination.

11. **Governing Law.** This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with, the laws and courts of the State of Ohio.

12. **Dispute Resolution.** Other than claims arising from alleged violations of Section 5 hereof (Ownership of the Final Report and Protection of Confidential Information), all other disputes and controversies arising from or in any way related to this Agreement or the Parties' respective rights and obligations hereunder shall first be negotiated among themselves in good faith to resolve any dispute arising or relating to the terms of this Agreement (other than claims arising from alleged violations of Section 5). In the event of a dispute arising out of or in relation to the terms of this Agreement (other than claims arising from alleged violations of Section 5), Consultant and Client shall meet and endeavor to settle the dispute in an amicable manner amongst themselves. If Consultant and Client are unable to resolve such dispute in a satisfactory manner, the parties shall next attempt to resolve such dispute through mediation. Only in the event that such mediation related to a dispute arising out of or in relation to the terms of this Agreement is unsuccessful can either party resort to the filing of a legal action. All other costs and fees of the required mediation shall be shared equally. The prevailing Party in a legal action as determined by the Court shall be entitled to recovery of all its reasonable attorneys' and expert fees, as well as costs and fees of litigation.

13. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written. The terms of this Agreement may be modified only by a subsequent written instrument executed by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed and entered into as of the Effective Date set forth in the Preamble.

COLERAIN TOWNSHIP

By: _____

Title: _____
("Client")

ENERGY ALLIANCES, INC D/B/A COST MANAGEMENT ALLIANCES

By: _____

Title: _____

CONSENT ITEMS

Department: Public Services

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

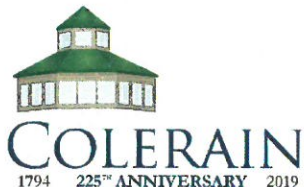
New Hire - Litter Laborer - Public Services

Recommend approval of all consent items.

Rationale:

The position of Litter Laborer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: John Yount and Brett Niehaus.

The wage for this job is \$15.00 per hour for 20 hours per week. Contingent upon Board approval, they would be eligible to begin work on January 18, 2020.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval Click or tap here to enter text.
☐ Reconfiguration of position - Date of Trustee Approval Click or tap here to enter text.
☐ Replacement existing vacancy

Job Code: 171- Litter Laborer Position Number 5130- Litter Laborer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Brett Niehaus

Hourly rate: \$15/hour Employee Supervisor: Dan Schulte

Min/Max hours/week: 20 hours/week

Proposed start date: January 24, 2021 Eligibility Date: January 13, 2021

Tentative schedule of hours: TBD – Monday-Sunday

Does this position supervise staff? ☐ Yes ☒ No

Comments: New position in the Roads Division

Department Head Name: Jackie O'Connell

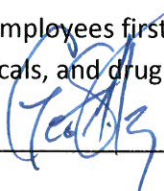
Signature Jacqueline A O'Connell

Date: 1/5/21

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: January 13, 2021

Administrator Signature: 

Date: 1.5.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

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

Hiring Process Timeline:

Date of initial posting: 10/28/2020

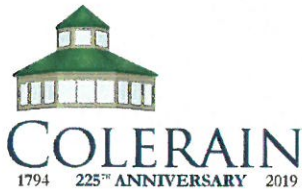
Date posting closed: currently open

Interview Committee: Jackie O'Connell, Dan Schulte

Interview dates: 12/22/20 and 1/4/21

Number of applications: 4

Number of candidates interviewed: 2



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☒ New position - Date of Trustee Approval Click or tap here to enter text.
☐ Reconfiguration of position - Date of Trustee Approval Click or tap here to enter text.
☐ Replacement existing vacancy

Job Code: 171- Litter Laborer Position Number 5131- Litter Laborer

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: John Yount

Hourly rate: \$15/hour Employee Supervisor: Dan Schulte

Min/Max hours/week: 20 hours/week

Proposed start date: January 24, 2021 Eligibility Date: January 13, 2021

Tentative schedule of hours: TBD – Monday-Sunday

Does this position supervise staff? ☐ Yes ☒ No

Comments: New position in the Roads Division

Department Head Name: Jackie O'Connell

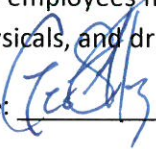
Signature Jacqueline A O'Connell

Date: 1/5/21

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: January 13, 2021

Administrator Signature: 

Date: 1.5.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

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

Hiring Process Timeline:

Date of initial posting: 10/28/2020

Date posting closed: currently open

Interview Committee: Jackie O'Connell, Dan Schulte

Interview dates: 12/22/20 and 1/4/21

Number of applications: 4

Number of candidates interviewed: 2

CONSENT ITEMS

Department: Public Services

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

New Hire - Maintenance Worker - Public Services Department

Recommend approval of all consent items.

Rationale:

The position of Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to Benjamin Engel.

The wage for this job is \$19.00 per hour for 40 hours per week. Upon obtaining his CDL, his rate will move to \$21.00 per hour per the CBA. Contingent upon Board approval, he would be eligible to begin work on January 13, 2021.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

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

Job Code: 160 - Maintenance Worker Position Number: 5028 – Maintenance Worker

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Benjamin Engel

Hourly rate: \$19/hour Employee Supervisor: Dan Schulte

Min/Max hours/week: 40 hours/week

Proposed start date: January 13, 2021 Eligibility Date: January 13, 2021

Tentative schedule of hours: M-F 6:30a - 3:00p OT as needed

Does this position supervise staff? ☐ Yes ☒ No

Comments: **Replacing vacancy in the Roads Division**

Department Head Name: Jackie O'Connell

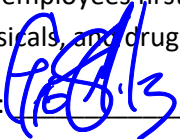
Signature Jacqueline A O'Connell

Date: 12/16/2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: January 13, 2021

Administrator Signature: 

Date: 12.18.2020

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 9/29/2020

Date posting closed: 11/25/2020

Interview Committee: Jackie O'Connell, Dan Schulte, Todd Bandy

Interview dates: Nov 5, 6 & Dec 3 2020

Number of applications: 28

Number of candidates interviewed: 5

CONSENT ITEMS

Department: Administration

Department Director: Jeff McElravy, Finance Director

Contract - Plattensburg -Accounting Services (Schedule of Federal Assistance)

Rationale:

November 6, 2020

Jeff McElravy, Finance Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to the Colerain Township, (the "City") for the year ended December 31, 2020. The nature and extent of our respective responsibilities are understood as follows:

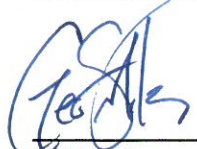
1. Plattensburg & Associates, Inc. will assist the City's Finance Director with the preparation of a Schedule of Federal Assistance and the accompanying notes as required for the City's Federal Single Audit.
2. It shall be the responsibility of the City to direct the engagement and approve engagement results; as such, results will be solely the responsibility and representation of the City.
3. Our fee for these services will be \$450.
4. Progress billings will be made monthly and will be payable upon presentation.

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter. A file copy is enclosed for your convenience.

Sincerely,

Plattensburg & Associates, Inc.

Plattensburg & Associates, Inc.
Certified Public Accountants



Jeff McElravy *Govt Mgr*

Finance Director *Twp Administrator*

Title

12.14.20

Date

CONSENT ITEMS

Department: Administration
Department
Director:

Contract - Plattenberg - Accounting Services (Financial Statements)

Rationale:

December 14, 2020

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to the Colerain Township, (the "City") for the year ended December 31, 2020. The nature and extent of our respective responsibilities are understood as follows:

1. Plattensburg, CPAs, will assist the City with preparation of regulatory basis financial statements for the City. Such preparation procedures might include:
 - a. Procedures related to the assembling and organizing of information provided by the City to develop the journal entries and subsidiary records needed to prepare the regulatory basis financial statements,
 - b. Procedures related to footnote disclosures,
 - c. Development or correction of revenue and/or expenditures coding,
 - d. Detailed documentation to support above items,
 - e. Such other procedures as deemed necessary by the City and/or Auditor of State.
2. It shall be the responsibility of the City to:
 - a. Direct the engagement and approve engagement results since such results will be solely the responsibility and representation of the City,
 - b. Provide the information/documentation required to complete the preparation procedures,
 - c. Provide detail accounting records according to the timetable of Plattensburg, CPAs, and
 - d. Provide assistance with the requested procedures as needed.
3. The fee for this service will not exceed:
 - a. \$5,200 for December 31, 2020*

*-this amount includes the fee for filing via the Hinkle Report Filing System required by the Auditor of State.
4. Progress billings will be made monthly and will be payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate to cover the additional costs.
5. Additional extended procedures outside the normal scope of this engagement that you may request, if any, will be performed as a separate engagement and covered by a separate agreement. Such work would include, but is not limited to, implementation of new accounting pronouncements, input and submission procedures related to the Auditor of State's **Hinkle Report Filing System** and any work related to assistance with accounting details, including fixed assets.

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter. A file copy is enclosed for your convenience.

Sincerely,

Plattenburg & Associates, Inc.

Plattenburg & Associates, Inc.
Certified Public Accountants



Signature



Printed Name



Title



Date

CONSENT ITEMS

Department: Administration

Department
Director: Geoff Milz, Administrator

Contract - Board of Elections - Rental Agreement

Recommend approval of all consent items.

Rationale:

This contract continues our relationship with the Board of Elections and provides them with facilities at the Senior and Community Center to allow for voting.

Rental Agreement

This Rental Agreement is entered into as of the **1st of January, 2021 for the calendar years of 2021-2022** by and between the Board of Elections, Hamilton County, Ohio, 4700 Smith Rd., Cincinnati, OH 45212 (Lessee) and (Lessor/owner):

COLERAIN TOWNSHIP TRUSTEES

WHEREAS, the Lessee is authorized by Ohio Revised Code Chapter 3501 to hold general, special and primary elections and to enter into cooperation or contractual arrangements to accomplish such duties;

WHEREAS, the Lessee has determined it to be in the public interest to enter into a lease with Lessor for the purpose of securing polling facilities in order to accomplish such general, special and primary elections;

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements hereinafter set forth, the parties to the Lease with intent to be **legally bound**, agree as follows:

1. Rented Premises: COLERAIN TOWNSHIP SENIOR CENTER
4300 SPRINGDALE RD SIDE ENTRANCE - HALL B
CINCINNATI OH 45251

Precinct(s):
COLERAIN S

2. The dates and times of the rental shall be as follows for **2021 & 2022 election years**:
- a. PRIMARY ELECTION: (if any): **MONDAY, MAY 3, 2021 - 7:00 PM TO 9:00 PM**
 - b. PRIMARY ELECTION: (if any): **TUESDAY, MAY 4, 2021 - 5:30 AM TO 10:00 PM**
 - c. SPECIAL ELECTION(S): (if any): **MONDAY, AUGUST 2, 2021 - 7:00 PM TO 9:00 PM**
 - d. SPECIAL ELECTION(S): (if any): **TUESDAY, AUGUST 3, 2021 - 5:30 AM TO 10:00 PM**
 - e. GENERAL ELECTION: **MONDAY, NOVEMBER 1, 2021 - 7:00 PM TO 9:00 PM**
 - f. GENERAL ELECTION: **TUESDAY, NOVEMBER 2, 2021 - 5:30 AM TO 10:00 PM**

 - a. PRIMARY ELECTION: (if any): **MONDAY, MAY 2, 2022 - 7:00 PM TO 9:00 PM**
 - b. PRIMARY ELECTION: (if any): **TUESDAY, MAY 3, 2022 - 5:30 AM TO 10:00 PM**
 - c. SPECIAL ELECTION(S): (if any): **MONDAY, AUGUST 1, 2022 - 7:00 PM TO 9:00 PM**
 - d. SPECIAL ELECTION(S): (if any): **TUESDAY, AUGUST 2, 2022 - 5:30 AM TO 10:00 PM**
 - e. GENERAL ELECTION: **MONDAY, NOVEMBER 7, 2022 - 7:00 PM TO 9:00 PM**
 - f. GENERAL ELECTION: **TUESDAY, NOVEMBER 8, 2022 - 5:30 AM TO 10:00 PM**
3. As the above building location is under control of a tax-supported authority under Ohio law, the necessary space is provided without charge for the purpose of holding elections.
4. **Lessor agrees, per each election, to:**
- Receive election equipment during the six (6) day period before the election and to store the equipment in a safe location up to seven (7) days after the election.
 - Vacate the space for election purposes, as referred to in Item 1, for the date(s) and time(s) specified in Item 2.
 - Maintain the designated space, barrier free pursuant to law, and not change it within 60 days prior to the election.
 - Furnish the necessary heat (a minimum 72 degrees F in the months of March and November), adequate light (including parking lot lighting), and **4 tables and 8 chairs** must be provided for use in the designated space. This is subject to change with the allocation of new voting equipment.
 - Provide access to restrooms for election officials only.
 - Store on the premises, any required American with Disabilities Act (ADA) supplies, such as doorbells, doorknobs, post & sign base and/or matted ramps.
 - Notify the Board of Elections if ownership changes, during the term of the contract.

5. The government of Hamilton County, Ohio is a self insured public entity as authorized by the ORC 2744.08. The County does not carry General Liability insurance, but funds its liabilities out of public funds.

6. Please update your **Contact Information** to include the following required Contact Names, Phones, and **Emails**:

(1) Owner Contact Name, Phone, and Email:

GEOFF MILZ 513-923-5000 GMILZ@COLERAIN.ORG

(2) Primary Polling Location Contact Name, Phone, and Email:

TAWANNA MOLTER 513-741-8802 TMOLTER@COLERAIN.ORG

(3) Secondary Polling Location Contact Name, Phone, and Email:

JEFF WECKBACH 513-923-5016

(4) Election Day Emergency Contact Name, Phone, and Email if any:

TAWANNA MOLTER 266-5762 / JACKIE O'CONNELL 256-8003

(5) Additional Contact Name(s), Phone(s), Email(s): _____

In witness whereof, said parties have hereunto subscribed their names this 24th day December 2020
(Date) (Month) (Yr)

Lessor:(lessor's name, signature, address, phone, and email.)

Lessee:

Hamilton County Board of Elections

Geoff Milz

(Lessor's Printed Name)

By:

[Signature]

(Signature of Lessor or Agent)

By:

Sherry Poland

Sherry Poland, Director

Address:

4200 Springdale Rd

Colerain Twp, OH 4525

Phone:

513-923-5000

Email:

gmilz@colerain.org

Gwen McFarlin

GWEN MCFARLIN, Chair

Alex M. Prioste

Chris Jones

Charles H. Grubbs III

Polling Location Copy - Retain for Your Records Copy

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

Contract - University of Cincinnati Medical Center - Mobile Stroke Unit
Recommend approval of all consent items.

Rationale:
This Memorandum of Understanding provides the terms and conditions for our Department of Fire and EMS to use the University of Cincinnati Medical Center's Mobile Stroke Unit.

MOBILE STROKE UNIT/FIRE DEPARTMENT MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) between University of Cincinnati Medical Center, LLC, on behalf of its Air Care & Mobile Care (“UCMC”), and Colerain Township (“**Fire Department**”) describes the basic collaboration and operations for the mobile stroke unit (“**Mobile Stroke Unit**” or “**MSU**”) owned and operated by UCMC in the greater Cincinnati area.

1. **Dispatch and MSU Request.** When available, the MSU will be co-dispatched with the Fire Department through the Fire Department’s standard process for any call interpreted as a possible stroke by the dispatch center. The MSU will not “self-dispatch” to any emergency call. The Fire Department may secondarily request that the MSU respond to an emergency call or to rendezvous at a separate location for patient evaluation. For purposes of this agreement, “when available” takes the MSU’s location at the time of the call into consideration.
2. **Fire Department and MSU Communication.** The MSU and Fire Department will communicate on a common radio channel assigned by the dispatch center.
3. **MSU Cancellation.** The Fire Department may cancel the MSU response to a scene for patients that are not suspected of having a stroke after Fire Department evaluation. The Fire Department may cancel MSU response if the MSU has not arrived at the scene before the Fire Department is ready to transport the patient.
4. **Fire Department Waiting for the MSU.** The Fire Department is not expected to prolong scene time waiting for the MSU to respond. On a case-by-case basis, the Fire Department may choose to delay transport to the hospital to await the MSU if thought to be in the patient’s best interest.
5. **MSU Arriving Before the Fire Department.** In some cases, the MSU may arrive at the scene of the emergency before the Fire Department. The MSU is a certified ambulance by the State of Ohio, and the MSU team will provide needed assessment, treatment, and stabilization until the Fire Department arrives and assumes primary care of the patient. Initial care provided by the MSU will be consistent with Southwest Ohio Protocols and Mobile Care policies/procedures.
6. **Control of an Emergency Scene.** The Fire Department maintains jurisdictional authority at the scene of an emergency.
7. **Cooperative Scene Management and Patient Care.** The MSU and Fire Department are each designed to be self-sufficient. If considered best for scene safety and/or patient care, Fire Department personnel may assist the MSU team on-scene and, in rare cases, en route to the hospital. MSU personnel may assist Fire Department personnel on-scene and, in rare cases, en route to the hospital.
8. **MSU Transport and Hospital Selection.** Any patient evaluated inside the MSU will be transported by the MSU, regardless of diagnosis. The MSU will transport a patient in accordance with communitywide emergency medical service protocols that require the MSU to transport the patient to hospitals other than UCMC (*i.e.*, the closest appropriate facility based on medical need and facility capability, patient/family preference, and/or patient stability).
9. **Billing for MSU Services.** UCMC may bill patients or their third-party payors for services rendered by the MSU in accordance with all applicable local, state, and federal rules and regulations, and the rules of any applicable third-party payor.

10. **Term and Termination.** This MOU goes into effect on the date signed and will automatically renew. This MOU may be terminated by either party without cause upon thirty (30) days written notice or at any time upon mutual written agreement.
11. **Insurance.** The MSU maintains general and professional liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate.
12. **Responsibility for Own Acts.** Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities.
13. **HIPAA.** Each party will comply with the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) and patient medical records are treated as confidential to comply with all state and federal laws.
14. **Relationship.** In the performance of this MOU, UCMC and Fire Department are independent contractors. However, UCMC and Fire Department administrative staff will meet on a regular basis to address issues of mutual concern.
15. **Force Majeure.** UCMC is not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

**UNIVERSITY OF CINCINNATI MEDICAL
CENTER, LLC**, on behalf of its Air Care & Mobile
Care

By: _____
Name: _____
Title: _____
Date: _____

COLERAIN TOWNSHIP

By: 

Name: Geoff Milz
Title: Township Administrator
Date: December 16, 2020

CONSENT ITEMS

Department: Administration

Department
Director: Geoff Milz, Administrator

Contract - Abercrombie & Associates - Groesbeck Park Survey
Recommend approval of all consent items.

Rationale:
This contract provides surveying services for the Township.

**SERVICE ORDER
FOR USE WITH MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
ABERCROMBIE & ASSOCIATES, INC.**

SERVICE ORDER # AA1 made **as** of the day of in the year made
by and between:

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

and the “**Contractor**”:

Abercrombie & Associates, Inc.
8111 Cheviot Rd, Suite 220
Colerain Township, OH 45247

for the following Project:

Groesbeck Park – survey and document work for sale of surplus parcel.

This SERVICE ORDER, together with the MASTER SERVICE AGREEMENT between Colerain
Township and Contractor dated the day of in the year form a Service Agreement.

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. INITIAL INFORMATION
2. SERVICES UNDER THIS SERVICE ORDER
3. DATE OF COMMENCEMENT AND SUSTANTIAL COMPLETION
4. COMPENSATION
5. INSURANCE
6. PARTY REPRESENTATIVES
7. ATTACHMENTS AND EXHIBITS

ARTICLE 1- INITIAL INFORMATION

- 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Colerain Township's contractors and consultants, Contractor's consultants, Colerain Township's budget and schedule, anticipated procurement method, Colerain Township's Sustainable Objective, and other information relevant to the Project.)

See Exhibit "A"

- 1.2 Colerain Township and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, Colerain Township and the Contractor shall appropriately adjust the schedule, the Contractor's services, and the Contractor's compensation. Colerain Township shall adjust the Township's budget for the Cost of the Work and the Township's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2- SERVICES UNDER THIS SERVICE ORDER

- 2.1 The Contractor's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Contractor's Services document.

2.1.1 Basic Services:

(Describe below the Basic Services the Contractor shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Provide Plat & Survey and Legal Descriptions
for Sale of Surplus Parcel

2.1.2 Additional Services:

(Describe below the Additional Services the Contractor shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 Unless otherwise provided in an exhibit to this Service Order, Colerain Township's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1. Commencement of construction date: 12-28-2020
2. Substantial Completion date: 1-15-2020

ARTICLE 4- COMPENSATION

4.1 For Basic Services described under Section 2.1.1, Colerain Township shall compensate the Contractor as follows:

1. Stipulated Sum: (Insert Amount) \$1850.00
2. Percentage Basis: (Insert Percentage Value) _____ % of the Colerain Township's budget for the Cost of the Work, as calculated in accordance with Section 4.4.
3. Other:

(Describe the method of Compensation)

- 4.2 For Additional Services described under Section 2.1.2 or in the Master Service Agreement, the Contractor shall be compensated in accordance with the Master Service Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Service Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Contractor's Services document, list the exhibit below.)

- 4.3 For Reimbursable Expenses described in the Master Service Agreement, the Contractor shall be compensated in accordance with the Master Service Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Service Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Contractor's Services document, list the exhibit below.)

- 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by Colerain Township's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to Colerain Township's budget for the Cost of the Work:

ARTICLE 5- INSURANCE

- 5.1 Insurance shall be in accordance with section 3.3 of the Master Service Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Service Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

- 5.2 In addition to insurance requirements in the Master Service Agreement, the Contractor shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Service Agreement, and any applicable limits.)

Coverage: _____

Limits: _____

ARTICLE 6- PARTY REPRESENTATIVES

- 6.1 Colerain Township identifies the following representative in accordance with Section 1.5 of the Master Service Agreement:

**Mr. Geoff Milz
Colerain Township Administrator
4200 Springdale Road
Colerain Township, OH 45251**

- 6.2 Contractor identifies the following representative in accordance with Section 1.7 of the Master Service Agreement:

**Mr. Stephen L. Cahill, President
Abercrombie & Associates, Inc.
8111 Cheviot Rd, Suite 220
Colerain Township, OH 45247**

ARTICLE 7- ATTACHMENTS AND EXHIBITS

- 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

1. **Master Service Agreement Between Colerain Township and Abercrombie & Associates, Inc. for Services Provided Under Multiple Service Orders**

2. Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement)

3. Other documents:

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

COLERAIN TOWNSHIP

4200 Springdale Rd.
Cincinnati, OH 45261
(513) 385-7500

By: _____

Name: _____

Title: _____

Goffmiz
Goffmiz
Administrator

Abercrombie & Associates, Inc.

8111 Cheviot Rd, Suite 220
Cincinnati, OH 45247
(513) 385-5757

By: _____

Name: _____

Title: _____

Stephen L. Cahill
Stephen L. Cahill
President / Director of
Survey Operations



Exhibit "A"

November 20, 2020

Colerain Township Public Works
4160 Springdale Road
Cincinnati, Ohio 45251

Attn: Jackie O'Connell

Ref: Caliber Collision - Crossings of Colerain
Colerain Avenue, Colerain Township, Hamilton County, Ohio
Auditors Parcel: 510-0060-0009
Our Job No.: 16-0100

Dear Jackie:

We propose to provide surveying services for the referenced project as listed below. Services provided is to survey and divide the above parcel into two (2) lots.

1. Boundary Survey: This item includes courthouse research, field measurements & investigation, survey calculations & resolution, monumentation of property corners with permanent markers, survey plat & legal description (if required). This survey will be performed under the direct supervision of a Licensed Professional Land Surveyor and will meet or exceed the minimum standards for boundary surveys of the state in which it is performed.

Lump Sum Fee = previously performed under separate contract

2. Ties to County Monuments: This item includes ties to Hamilton County horizontal control monuments to comply with survey requirements as adopted by the Hamilton County Engineers Office on August 4, 1997. These ties will place the boundary survey relative to the State Plane Coordinate System. This item is required when platting land greater than one acre or consolidating parcels.

Lump Sum Fee = previously performed under separate contract

3. Cut Up & Legal Descriptions: This item includes preparation of a survey plat for dividing the lot, legal descriptions and field monumentation of lot corners. Also included are legal descriptions for ingress, egress and utility easements if required.

Lump Sum Fee = \$1,850.00

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

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

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

Client Authorization: Authorization by the client to proceed, whether oral or written, constitutes acceptance of this Proposal including the attached Terms and Conditions dated December 29, 2008 without modification, addition or deletion. In the event the Client's acknowledgement or other form(s) states terms additional to or different from these set forth herein, this Proposal shall be deemed a notice of objection to such additional or different terms and a rejection thereof. No waiver or modification of the terms set forth herein shall be binding upon Abercrombie & Associates, Inc. unless made in writing and signed by an officer of the corporation. The above fees, scope of work & terms in this offer are in effect for ninety (90) days from this date. Upon request, this proposal may only be extended at the discretion of Abercrombie & Associates, Inc.

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

Sincerely,

ABERCROMBIE & ASSOCIATES, INC.



Stephen L. Cahill, P.L.S.

President/Director of Survey Operations

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

Accepted By:

Date:

CONSENT ITEMS

Department: Administration

Department
Director: Geoff Milz, Administrator

Contract - Sidney Geckler - Economic Development Co-Op
Recommend approval of all consent items.

Rationale:
This personal services agreement outlines the terms and conditions of services provided by Sydney Geckler, a University of Cincinnati DAAP Student Co-Op Student for economic development projects.

**PERSONAL SERVICES AGREEMENT
COLERAIN TOWNSHIP CONSULTANT**

This agreement is made and entered into this 14th day of January, 2021, by and between Colerain Township, Hamilton County, Ohio, 4200 Springdale Road Colerain Township, OH 45251, and Sydney Geckler, hereinafter referred to as ("Contractor").

TERM

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from January 4, 2021 through May 31, 2021.

SERVICES

2.01 The Contractor shall serve as a co-op student to the Economic Development Division of Colerain Township and to assist with economic development projects.

COMPENSATION

3.01. The Contractor shall receive compensation of \$400.00 per month as approved by the administrator. The Contractor shall invoice the Township for services rendered at the conclusion of each month.

3.02 Contractor shall furnish the Township with a W-9, completed with relevant and correct taxpayer identification information to facilitate payment.

3.03 Contractor hereby acknowledges that she is considered to be an independent contractor and shall receive no benefits generally afforded to Colerain Township employees. In addition, Contractor is solely liable for the payment of all Federal, State and Local income taxes or other taxes arising out of this Contract.

3.04 Contractor acknowledges and agrees to abide by all Federal, State, and/or local criminal or civil laws, statutes, or requirements throughout the duration of this agreement, and failure to do so may result in immediate termination of the agreement, and the pursuit of any other remedy available, whether in law or in equity, by the Township.

3.05 Contractor agrees to indemnify and hold the Township harmless as a result of any claims arising from or related to her performance of any duties related to this agreement.

TERMINATION

4.01 This agreement may be terminated by either party, with or without cause, at any time, without prior notice. In the event of termination, the terminating party shall notify the other, in writing, of intent to cancel said agreement, with said cancellation effective immediately upon issuance of the same.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth herein upon the date as indicated.

**COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO**

By: [Signature]

Date: 12.14.20

(Contractor)

By: Sydney Geckler

Date: 12/01/20

CONSENT ITEMS

Department: Public Services

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

Contract - Logan Creek - Colerain Park Playground

Recommend approval of all consent items.

Rationale:

This contract provides additional services due to unforeseen circumstances not addressed in the original bid packet.



Logan Creek LLC
11404 Bond Rd
Harrison, OH 45030

Estimate

Date	Estimate #
12/28/2020	0211267

Name / Address
Colerain Township Comm Improvement Corp 4200 Springdale Road Cincinnati, OH 45251

Project
Colerain Park Playgr...

Description	Qty	Cost	Total
Replace the concrete at the entry point to the playground walkway	1	2,200.00	2,200.00
Repair the low spot with concrete, 8'x60' and raise 5-6"	1	5,000.00	5,000.00
Remove all of the stumps around playground area (x6)	1	1,200.00	1,200.00
		Total	\$8,400.00

Customer Signature

CONSENT ITEMS

Department: Administration

Department
Director: Geoff Milz, Administrator

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

Rationale:
This contract provides \$28,301 in revenue to the Township to provide congregate meals and meal delivery to seniors in our community. The local match is \$4,842.



175 Tri County Parkway
Cincinnati, OH 45246

513-721-1025
800-252-0155
(fax) 513-721-0090

www.help4seniors.org

Dear Title III Provider:

Your 2020/2021 award for Title III funding is the same amount that you were awarded last year. Thank you for your submissions of new service initiatives. Unfortunately, we are unable to fund new service initiatives at this time. We are also unable to increase unit rates during this contract period.

Due to closures of Senior Centers, as the result of COVID-19, below are changes to service delivery:

1. You can continue to deliver meals to your congregate clients and use the "Home Delivered Meals Rate 2" code in WellSky/SAMs to bill for the meal. This will continue for as long as the Pandemic lasts.
2. Starting January 1, 2021, congregate meal sites will no longer be able to give out an "emergency meal" to the public without collecting NAPIS information. You are to collect NAPIS information on any new senior in order to fill out the WellSky/SAMs information. For seniors that are not appropriate for the emergency meal but need meal assistance, please direct them to COA's ADRC Department. The phone number is 513-721-1025 option #2. They will be connected to someone who can assess their needs.
3. For Providers who have Supportive Service awards, several expressed interest in assisting seniors with food delivery services. We agree that this is an allowable activity for supportive services.

As we have done in the past, we will review transfer requests by providers in order to shift funds internally on your contract or to shift extra funds from other providers who have extra money due to lack of demand. It is important that you notify us if you are experiencing greater demand for a contracted service than you have in available funding. We can evaluate if we have the ability to increase your award amount.

Lastly, we will keep you updated on any other changes in the program, especially as the pandemic and needs continue to evolve.

Should you have any questions regarding the attached Title III Funding Schedule please feel free to reach out to your Business Relations Partners, Jennifer Lake/LaTricia Long, or the COA Controller, Carl McCullough.

Sincerely,

Provider Services

Provider_Services@help4seniors.org

Area
Agency
on Aging
since 1974

Serving Butler,
Clermont, Clinton,
Hamilton, and
Warren counties

Funded in part by
Title III of the Older
Americans Act,
administered through
the Ohio Dept. of Aging,
and by local tax levies



Service & Funding Schedule

Planning and Service Area 1

Issued: 12/21/2020

Effective: 10/01/2020

Contract Date period 10/01/2020 - 09/30/2021

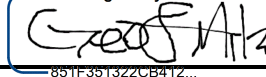
Provider: Colerain Township Senior Center

Service Category	Service Unit	Units	Title III B	Title III C1	Title III C2	Title III D	Title III E	NSIP	Senior and Community Services	COA Total Funding	COA Reimb Rate	Title III Required Match	Total Program Cost	Total Program Unit Rate
Congregate Services	1 Meal	1,088	\$0	\$6,231.00	\$0	\$0	\$0	\$863	\$0	\$7,094	\$6.52	\$1,100	\$8,194	\$7.67
Transportation: One-Way Trip	1-Way Trip	2,288	\$21,207.00	\$0	\$0	\$0	\$0	\$0	\$0	\$21,207	\$9.27	\$3,742	\$24,949	\$10.91
TOTALS		3,376	\$21,207	\$6,231	\$0	\$0	\$0	\$863	\$0	\$28,301		\$4,842	\$33,143	

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

Title III B Supportive Service, CFDA #93.044
 Title III C-1 Congregate Meals, CFDA #93.045
 Title III C-2 Home Delivered Meals, CFDA #93.045
 Title III D Disease Prevention & Health Promotion, CFDA #93.043
 Title III E National Family Caregiver Support Program & Administration, CFDA #93.052
 Title VII Elder Abuse Prevention, CFDA #93.041
 Title VII Ombudsman, CFDA #93.042
 NSIP (Nutrition Services Incentive Program) Delivery of Nutritious Meals, CFDA #93.053

DocuSigned by:



Geoff Milz
Administrator

12/30/2020

Date

Suzanne Burke
Chief Executive Officer

Date

CONSENT ITEMS

Department: Fire

Department
Director:

Donation Acceptance - Department of Fire & EMS - \$900.00

Recommend approval of all consent items.

Rationale:

Colerain Township Fire and EMS is grateful for a \$900.00 donation from Cincinnati Moose Lodge No. 2.

CINCINNATI LODGE NO. 2 11-03
GAMING ACCOUNT
PH. 513-385-2870
P. O. BOX 53215
CINCINNATI, OH 45253-0215

1486

13-55/420

DATE 12-17-20

PAY
TO THE
ORDER OF

Coleman Twp Fire Dept.

\$ 900 -

Nine Hundred $\frac{00}{100}$

DOLLARS



North Side Bank
AND TRUST COMPANY

Community Banking With A Personal Touch

FOR

DONATION

DS 3001124 MP

CHARLARD STYLE XXJ

CONSENT ITEMS

Department: Administration

Department
Director: Geoff Milz, Administrator

Donation Acceptance - Public Services - Vehicle from Hamilton County Engineer

Recommend approval of all consent items.

Rationale:

At the December 10, 2020 Hamilton County Board of Commissioners meeting, the County Commissioners adopted resolution P114-20 (attached). The Commissioners are donating a 2002 Ford F150 with arrow board for the clean-up of litter as part of the new litter pick up program. The vehicle is valued at \$1,000.

13
On the motion of Ms. Driehaus, seconded by Ms. Summerow Dumas
the following resolution was adopted...

RESOLUTION NUMBER P114-20
RESOLUTION TO DONATE OBSOLETE EQUIPMENT FROM THE HAMILTON
COUNTY ENGINEER AS PERMITTED BY O.R.C. 307.12 TO COLERAIN
TOWNSHIP

BY THE BOARD;

WHEREAS, the Hamilton County Engineer has a 2002 Ford F150 that is no longer of use to them; and

WHEREAS, the Ohio Revised Code Section 307.12 (B) states in the second paragraph, "Notwithstanding anything to the contrary in division (A) or (C) of this section and regardless of the property's value, the board may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification"; and

WHEREAS, Colerain Township has a need for the 2002 Ford F150 with arrow board for the clean-up of litter on Colerain Township roads and Hamilton County Roads within Colerain Township limits and the Hamilton County Engineer's Department is willing to donate the 2002 Ford F150 with arrow board; and

WHEREAS, the Ford F150 is deemed obsolete by the Hamilton County Engineer's Department; and

WHEREAS, the estimated value according to the Hamilton County Engineer's Department is \$1,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the Chief Purchasing Agent be, and she is, hereby directed to donate the obsolete equipment listed to Colerain Township.

ADOPTED at a regular adjourned meeting of the Board of County Commissioners in session this 10th day of December, 2020.

Ms. Driehaus

Yes

Ms. Summerow Dumas

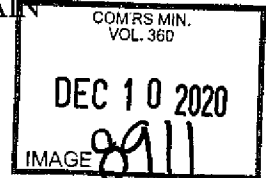
Yes

Ms. Parks

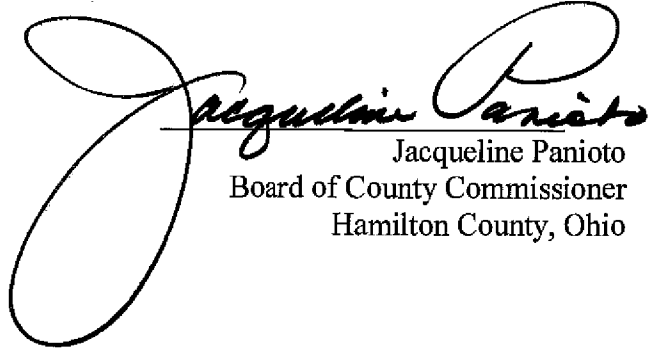
Yes

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the forgoing is a true and correct transcript of a resolution adopted by the Board of Commissioners of Hamilton County, Ohio, in session this 10th day of December, 2020.



IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the office of the Board of Commissioners of Hamilton County, Ohio this 10th day of December, 2020.


Jacqueline Panioto
Board of County Commissioner
Hamilton County, Ohio

